AGENDA
BRADENTON COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
4:00 p.m. Thursday, September 26, 2024
COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

The back-up documentation for item 4a was revised.

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the Community Redevelopment Agency of the City of Bradenton. Comments will be accepted on the public hearings at the appropriate time.

4. CONSENT AGENDA

a) Community Redevelopment Agency: Fiscal Year 2024-2025 CRA Budgets for the Central, Downtown, and Tamiami Trail CRA district areas.
4a Central CRA Proposed FY 2024-25 Budget.pdf
4a Downtown CRA Proposed FY 2024-25 Budget.pdf
4a Tamiami Trail CRA Proposed FY 2024-25 Budget.pdf

b) Community Redevelopment Agency: Adjustments to the CRA Sustainable Redevelopment Grant Programs
Sustainable Redevelopment Grants REDLINE 2024.09.19.pdf

c) Community Redevelopment Agency:

Purchase and Sale Agreement with PHBGF Ventures, LLC, for the Disposition of CRA Owned Property on 14th Street West.
Purchase Agreement with PHBGF Ventures, LLC - Buyer Executed.pdf
Location Map - CRA Owned Properties.pdf
20240509_MET III - Conceptual Massing Plan.pdf

5. DOWNTOWN CRA

a) Community Redevelopment Agency: CRA Incentives Application from SUNZ II, Property, LLC.
SUNZ II Property - CRA Incentive Application 073124.pdf
SUNZ II Property Cost Benefit Analysis.pdf

b) Community Redevelopment Agency: Application for a Historical Preservation Grant from GGGHG&G Investments

Grant Application Packet GGGHG&G Investments.pdf

6. CENTRAL CRA

a) Community Redevelopment Agency: Love Park Revitalization Conceptual Design

7. OTHER DISCUSSION / NEW BUSINESS

8. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE THE CRA BOARD

Please place cell phones on silent mode!

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information, should contact:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. También, puede llamar al (941) 932-9470 o enviar correo electrónico a ADACoordinator@cityofbradenton.com.

AT COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the CRA. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the CRA Board, they should complete a comment card available at the back of the Chamber and submit such card to the CRA Program Administrator.

At the appropriate time during the meeting, the Chair will call speakers to come forward. After being recognized by the Chair, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent.

The speaker should then proceed to state their position or present their information. An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Chair or consensus of the CRA Board.

Additional time will be allowed (up to 10 minutes at the discretion of the Chair or consensus of the CRA Board) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the Program Administrator. If you wish to display a drawing or rendering, contact Karen Kyser, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the CRA for the official record.

AGENDA ITEM NO. 4.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Fiscal Year 2024-2025 CRA Budgets for the Central, Downtown, and Tamiami Trail CRA district areas.

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to F.S. 163.387 (6) moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of commissioners of the community redevelopment agency ...

SUGGESTED MOTION:
Move to approve fiscal year 2024-2025 CRA Budgets for the Central, Downtown, and Tamiami Trail CRA district areas.

ATTACHMENTS:
4a Central CRA Proposed FY 2024-25 Budget.pdf
4a Downtown CRA Proposed FY 2024-25 Budget.pdf
4a Tamiami Trail CRA Proposed FY 2024-25 Budget.pdf

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
00000	REVENUES				
13101	361100 - INTEREST EARNINGS				-20.00
13101	364290 - LAND/DISP OF FIXED ASSETS				-658,500.00
13103	366030 - MANATEE COUNTY CONTRIBUTIONS				-726,003.00
13105	362100 - RENT/NON-TAXABLE				-30,000.00
13105	369160 - OTHER SOURCES OF REVENUE				-658,648.00
13105	381001 - FUND TRANSFER-001				-875,599.00
	TOTAL REVENUES				-2,948,770.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
55250 CENTRAL CRA				
13155250 512000 - REGULAR SALARIES & WAGES				71,308.00 *
KYSER, KAREN		.18	.00	14,638.00
PROGRAM ADMINISTRATOR (7917)				
FARMER, JEAN		.18	.00	11,246.00
CRA COORDINATOR (8346)				
MUNYON, CHRIS		.18	.00	18,343.00
CRA MANAGER (8414)				
BURTON, JEFFREY		.18	.00	27,081.00
EX DIR COMM REDEVELOP AGENCY (8611)				
13155250 512900 - SERVICE INCENTIVE / LONGEVITY				421.00 *
KYSER, KAREN		.00	.00	421.00
PROGRAM ADMINISTRATOR (7917)				
13155250 521000 - CITY FICA CONTRIBUTION				5,266.00 *
KYSER, KAREN		.00	.00	908.00
FICA				
KYSER, KAREN		.00	.00	212.00
MEDICARE				
FARMER, JEAN		.00	.00	635.00
FICA				
FARMER, JEAN		.00	.00	149.00
MEDICARE				
MUNYON, CHRIS		.00	.00	1,060.00
FICA				
MUNYON, CHRIS		.00	.00	248.00
MEDICARE				
BURTON, JEFFREY		.00	.00	1,665.00
FICA				
BURTON, JEFFREY		.00	.00	389.00
MEDICARE				
13155250 522000 - CITY RETIREMENT CONTRIBUTION				10,903.00 *
KYSER, KAREN		.00	.00	3,180.00
FRS DROP				
FARMER, JEAN		.00	.00	1,532.00
FRS INVESTMENT				
MUNYON, CHRIS		.00	.00	2,500.00
FLORIDA RETIREMENT				
BURTON, JEFFREY		.00	.00	3,691.00
FLORIDA RETIREMENT				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13155250 523000 - CITY HEALTH INS CONTRIBUTION				11,632.00 *
KYSER, KAREN		.00	.00	2,908.00
HEALTH - PRETAX				
FARMER, JEAN		.00	.00	2,908.00
HEALTH - PRETAX				
MUNYON, CHRIS		.00	.00	2,908.00
HEALTH - PRETAX				
BURTON, JEFFREY		.00	.00	2,908.00
HEALTH - PRETAX				
13155250 523100 - CITY LIFE INS CONTRIBUTION				178.00 *
KYSER, KAREN		.00	.00	36.00
CITY LIFE				
FARMER, JEAN		.00	.00	28.00
CITY LIFE				
MUNYON, CHRIS		.00	.00	46.00
CITY LIFE				
BURTON, JEFFREY		.00	.00	68.00
CITY LIFE				
13155250 523200 - CITY TELADOC CONTRIBUTION				47.00 *
KYSER, KAREN		.00	.00	11.00
TELADOC				
FARMER, JEAN		.00	.00	12.00
TELADOC				
MUNYON, CHRIS		.00	.00	12.00
TELADOC				
BURTON, JEFFREY		.00	.00	12.00
TELADOC				
13155250 523300 - CITY LTD CONTRIBUTION				177.00 *
KYSER, KAREN		.00	.00	37.00
LTD				
FARMER, JEAN		.00	.00	28.00
LTD				
MUNYON, CHRIS		.00	.00	43.00
LTD				
BURTON, JEFFREY		.00	.00	69.00
LTD				
13155250 524000 - WORKER'S COMPENSATION				175.00 *
KYSER, KAREN		.00	.00	36.00
WORKERS COMP				
FARMER, JEAN		.00	.00	27.00
WORKERS COMP				
MUNYON, CHRIS		.00	.00	45.00
WORKERS COMP				
BURTON, JEFFREY		.00	.00	67.00
WORKERS COMP				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13155250 531000 - LEGAL FEES				35,000.00 *
Attorney Fees		1.00	35,000.00	35,000.00
13155250 531200 - RECORDING FEES				300.00
13155250 531900 - CONSULTANT FEES				58,335.00 *
Florida Housing Coalition		1.00	8,335.00	8,335.00
SRF Project Concept		1.00	50,000.00	50,000.00
13155250 532000 - AUDIT FEES - EXTERNAL				3,814.00 *
Audit Software		1.00	333.00	333.00
Annual Audit Fees		1.00	3,481.00	3,481.00
13155250 534000 - CONTRACTUAL SERVICES				134,939.00 *
Demolition Services		1.00	25,000.00	25,000.00
Metv		1.00	5,810.00	5,810.00
Freebee		1.00	58,240.00	58,240.00
Temp services		1.00	9,222.00	9,222.00
Private Security		1.00	36,667.00	36,667.00
13155250 534100 - BANK FEES				1,560.00
13155250 534300 - PROPERTY FEE EXPENSES				7,500.00 *
Appraisal/Survey/Title Work/Environmental		1.00	7,500.00	7,500.00
13155250 540100 - TRAVEL & PER DIEM				3,700.00 *
FRA Conference		9.00	277.00	2,493.00
Florida Brownfields Conference - 138.66 ea		2.00	139.00	278.00
Florida Mainstreet Conference		2.00	139.00	278.00
Mileage		1.00	651.00	651.00
13155250 541000 - COMMUNICATIONS SERVICES				2,100.00
13155250 542000 - FREIGHT & POSTAGE SERVICES				700.00 *
		1.00	700.00	700.00
13155250 544200 - RENTALS & LEASES				1,400.00 *
Large copier		1.00	1,400.00	1,400.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13155250 545100	INSURANCE & BONDS				8,500.00 *
	Rental Property Insurance		1.00	5,000.00	5,000.00
	General Liability/Personal Liability		1.00	2,600.00	2,600.00
	Vehicle Insurance		1.00	900.00	900.00
13155250 546100	BUILDING REPAIR & MAINTENANCE				12,500.00 *
	Rental Property Maintenance		1.00	2,500.00	2,500.00
	CRA Owned Property Maintenance		1.00	10,000.00	10,000.00
13155250 546200	EQUIPMENT REPAIR & MAINTENANCE				250.00 *
			1.00	250.00	250.00
13155250 546300	VEHICLE REPAIR & MAINTENANCE				1,000.00
13155250 547100	PRINTING & BINDING				200.00 *
	Business Cards, Annual Report, other binding		1.00	200.00	200.00
13155250 547100	MAINT PRINTING & BINDING				150.00
13155250 547200	DUPLICATING				1,000.00 *
	Large copier usage		1.00	1,000.00	1,000.00
13155250 548000	PROMOTIONAL ACTIVITIES				500.00 *
	Mailer		1.00	500.00	500.00
13155250 549100	LEGAL ADVERTISING CHARGES				450.00 *
			1.00	450.00	450.00
13155250 549400	PROPERTY TAX CHARGES				1,250.00 *
	Property Tax Charge - rental properties and ad valorem		1.00	1,250.00	1,250.00
13155250 551000	OFFICE SUPPLIES				3,000.00 *
			1.00	3,000.00	3,000.00
13155250 551100	EQUIPMT UNDER 5000				2,000.00 *
			1.00	2,000.00	2,000.00
13155250 551200	COMPUTER EQUIP UNDER 5000				2,000.00 *
			1.00	2,000.00	2,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13155250 552300 - GEAR / UNIFORM SUPPLIES				400.00
13155250 554000 - BOOKS PUB & SUBSCRIPTIONS				1,400.00 *
FRA Annual Dues		1.00	850.00	850.00
Bradenton Herald		1.00	200.00	200.00
CRM software		1.00	150.00	150.00
Internet Cafe software		1.00	200.00	200.00
13155250 555000 - EDUCATION / TRAINING				7,500.00 *
		1.00	7,500.00	7,500.00
13155250 561000 - LAND - CAPITAL OUTLAY				400,000.00 *
Land purchase		1.00	400,000.00	400,000.00
13155250 563000 - 15119 IMPROVEMENTS -CAPITAL OUTLAY				1,000,000.00 *
Love Park Redevelopment		1.00	1,000,000.00	1,000,000.00
13155250 563300 - 15119 PUBLIC ART-CAPITAL OUTLAY				65,000.00 *
Love Park public art		1.00	65,000.00	65,000.00
13155250 564000 - MACH & EQUIPMT -CAPITAL OUTLAY				8,280.00 *
Cra Vehicle		1.00	8,280.00	8,280.00
13155250 565000 - INFRASTRUCTURE-CAPITAL OUTLAY				300,000.00 *
		1.00	300,000.00	300,000.00
13155250 571000 - PRINCIPAL - DEBT SERVICE				73,147.00 *
City of Bradenton		1.00	33,276.00	33,276.00
BOA (1MM)		1.00	39,871.00	39,871.00
13155250 572000 - INTEREST - DEBT SERVICE				1,300.00 *
City of Bradenton		1.00	684.00	684.00
Boa (1MM)		1.00	616.00	616.00
13155250 582500 - PROJECTS & GRANTS				135,000.00 *
Redevelopment Grant Program		1.00	125,000.00	125,000.00
Hope VI-A		1.00	5,000.00	5,000.00
Hope VI-B		1.00	5,000.00	5,000.00
TOTAL CENTRAL CRA				2,374,282.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: CENTRAL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
58100 INTERFUND TRANSFERS-OUT				
13158100 591001 - TRANSFER TO 001 GENERAL FUND				374,488.00 *
community policing		1.00	269,000.00	269,000.00
Admin fees		1.00	30,488.00	30,488.00
Code enforcement		1.00	25,000.00	25,000.00
Norma Lloyd Park Maintenance		1.00	50,000.00	50,000.00
13158100 591300 - TRANSFER TO 301 CAPITAL IMPVMT				200,000.00 *
On street parking		1.00	200,000.00	200,000.00
TOTAL INTERFUND TRANSFERS-OUT				574,488.00
TOTAL CENTRAL CRA				.00
TOTAL REVENUE				-2,948,770.00
TOTAL EXPENSE				2,948,770.00
GRAND TOTAL				.00

** END OF REPORT - Generated by Linda Guth **

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
00000	REVENUES				
13201	361100 - INTEREST EARNINGS				-5,000.00
13203	366030 - MANATEE COUNTY CONTRIBUTIONS				-2,488,869.00
13205	369160 - OTHER SOURCES OF REVENUE				-1,538,571.00
13205	381001 - FUND TRANSFER-001				-2,997,452.00
	TOTAL REVENUES				-7,029,892.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
55260	DOWNTOWN CR				
13255260 512000	- REGULAR SALARIES & WAGES				261,589.00 *
	KYSER, KAREN		.68	.00	53,700.00
	PROGRAM ADMINISTRATOR (7917)				
	FARMER, JEAN		.68	.00	41,253.00
	CRA COORDINATOR (8346)				
	MUNYON, CHRIS		.68	.00	67,291.00
	CRA MANAGER (8414)				
	BURTON, JEFFREY		.68	.00	99,345.00
	EX DIR COMM REDEVELOP AGENCY (8611)				
13255260 512900	- SERVICE INCENTIVE / LONGEVITY				1,542.00 *
	KYSER, KAREN		.00	.00	1,542.00
	PROGRAM ADMINISTRATOR (7917)				
13255260 521000	- CITY FICA CONTRIBUTION				19,338.00 *
	KYSER, KAREN		.00	.00	3,339.00
	FICA				
	KYSER, KAREN		.00	.00	781.00
	MEDICARE				
	FARMER, JEAN		.00	.00	2,333.00
	FICA				
	FARMER, JEAN		.00	.00	546.00
	MEDICARE				
	MUNYON, CHRIS		.00	.00	3,892.00
	FICA				
	MUNYON, CHRIS		.00	.00	910.00
	MEDICARE				
	BURTON, JEFFREY		.00	.00	6,108.00
	FICA				
	BURTON, JEFFREY		.00	.00	1,429.00
	MEDICARE				
13255260 522000	- CITY RETIREMENT CONTRIBUTION				40,009.00 *
	KYSER, KAREN		.00	.00	11,673.00
	FRS DROP				
	FARMER, JEAN		.00	.00	5,623.00
	FRS INVESTMENT				
	MUNYON, CHRIS		.00	.00	9,172.00
	FLORIDA RETIREMENT				
	BURTON, JEFFREY		.00	.00	13,541.00
	FLORIDA RETIREMENT				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13255260 523000 - CITY HEALTH INS CONTRIBUTION				42,688.00 *
KYSER, KAREN		.00	.00	10,672.00
HEALTH - PRETAX				
FARMER, JEAN		.00	.00	10,672.00
HEALTH - PRETAX				
MUNYON, CHRIS		.00	.00	10,672.00
HEALTH - PRETAX				
BURTON, JEFFREY		.00	.00	10,672.00
HEALTH - PRETAX				
13255260 523100 - CITY LIFE INS CONTRIBUTION				667.00 *
KYSER, KAREN		.00	.00	137.00
CITY LIFE				
FARMER, JEAN		.00	.00	106.00
CITY LIFE				
MUNYON, CHRIS		.00	.00	171.00
CITY LIFE				
BURTON, JEFFREY		.00	.00	253.00
CITY LIFE				
13255260 523200 - CITY TELADOC CONTRIBUTION				197.00 *
KYSER, KAREN		.00	.00	50.00
TELADOC				
FARMER, JEAN		.00	.00	49.00
TELADOC				
MUNYON, CHRIS		.00	.00	49.00
TELADOC				
BURTON, JEFFREY		.00	.00	49.00
TELADOC				
13255260 523300 - CITY LTD CONTRIBUTION				659.00 *
KYSER, KAREN		.00	.00	138.00
LTD				
FARMER, JEAN		.00	.00	107.00
LTD				
MUNYON, CHRIS		.00	.00	159.00
LTD				
BURTON, JEFFREY		.00	.00	255.00
LTD				
13255260 524000 - WORKER'S COMPENSATION				661.00 *
KYSER, KAREN		.00	.00	139.00
WORKERS COMP				
FARMER, JEAN		.00	.00	104.00
WORKERS COMP				
MUNYON, CHRIS		.00	.00	169.00
WORKERS COMP				
BURTON, JEFFREY		.00	.00	249.00
WORKERS COMP				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13255260 531000 - LEGAL FEES				35,000.00 *
		1.00	35,000.00	35,000.00
13255260 531200 - RECORDING FEES				300.00
13255260 531900 - CONSULTANT FEES				158,335.00 *
Florida Housing Coalition		1.00	8,335.00	8,335.00
SRF Project concept		1.00	150,000.00	150,000.00
13255260 532000 - AUDIT FEES - EXTERNAL				3,814.00 *
Audit Software		1.00	333.00	333.00
Annual Audit Fees		1.00	3,481.00	3,481.00
13255260 534000 - CONTRACTUAL SERVICES				443,318.00 *
Metv		1.00	5,810.00	5,810.00
Axis 360		1.00	600.00	600.00
Demolition services		1.00	100,000.00	100,000.00
Freebee		1.00	228,758.00	228,758.00
Temp services		1.00	33,750.00	33,750.00
Private security		1.00	74,400.00	74,400.00
13255260 534300 - PROPERTY FEE EXPENSES				10,000.00
13255260 540100 - TRAVEL & PER DIEM				3,709.00 *
		1.00	3,709.00	3,709.00
13255260 541000 - COMMUNICATIONS SERVICES				2,100.00 *
Communications Svcs		1.00	2,100.00	2,100.00
13255260 542000 - FREIGHT & POSTAGE SERVICES				700.00
13255260 544200 - RENTALS & LEASES				1,400.00 *
large copier		1.00	1,400.00	1,400.00
13255260 545100 - INSURANCE & BONDS				3,815.00 *
General liability		1.00	2,600.00	2,600.00
Vehicle insurance		1.00	1,215.00	1,215.00
13255260 546100 - BUILDING REPAIR & MAINTENANCE				2,500.00 *
Maintenance of CRA Owned Property		1.00	2,500.00	2,500.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13255260 546200	- EQUIPMENT REPAIR & MAINTENANCE				250.00
13255260 546300	- VEHICLE REPAIR & MAINTENANCE				3,400.00
13255260 547100	- PRINTING & BINDING				200.00 *
	Business cards, annual report, other		1.00	200.00	200.00
13255260 547100	- MAINT PRINTING & BINDING				150.00
13255260 547200	- DUPLICATING				1,000.00 *
	Large copier usage		1.00	1,000.00	1,000.00
13255260 548000	- PROMOTIONAL ACTIVITIES				500.00 *
	Mailing		1.00	500.00	500.00
13255260 549100	- LEGAL ADVERTISING CHARGES				450.00
13255260 551000	- OFFICE SUPPLIES				3,000.00
13255260 551100	- EQUIPMT UNDER 5000				1,000.00 *
			1.00	1,000.00	1,000.00
13255260 551200	- COMPUTER EQUIP UNDER 5000				2,000.00 *
			1.00	2,000.00	2,000.00
13255260 552300	- GEAR / UNIFORM SUPPLIES				400.00
13255260 554000	- BOOKS PUB & SUBSCRIPTIONS				1,400.00 *
	FRA Annual Dues		1.00	850.00	850.00
	Bradenton Herald		1.00	200.00	200.00
	CRM software		1.00	150.00	150.00
	Internet Cafe software		1.00	200.00	200.00
13255260 555000	- EDUCATION / TRAINING				7,500.00 *
			1.00	7,500.00	7,500.00
13255260 561000	- LAND - CAPITAL OUTLAY				2,600,000.00 *
			1.00	2,600,000.00	2,600,000.00
13255260 563000	- IMPROVEMENTS -CAPITAL OUTLAY				200,000.00 *
	Singing River Foundation		1.00	200,000.00	200,000.00
13255260 563300	- PUBLIC ART-CAPITAL OUTLAY				280,000.00 *
			1.00	280,000.00	280,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13255260 564000	- MACH & EQUIPMT -CAPITAL OUTLAY				30,375.00 *
	Cra vehicle		1.00	30,375.00	30,375.00
13255260 571000	- PRINCIPAL - DEBT SERVICE				180,000.00 *
	Downtown CRA Bond Series 2024		1.00	180,000.00	180,000.00
13255260 572000	- INTEREST - DEBT SERVICE				187,417.00 *
	Downtown CRA Bond Series 2024		1.00	187,417.00	187,417.00
13255260 582500	- PROJECTS & GRANTS				1,245,000.00 *
	Redevelopment Grant Program		1.00	375,000.00	375,000.00
	Springhill Suites		1.00	135,000.00	135,000.00
	Art Center Manatee		1.00	600,000.00	600,000.00
	Widewater Abatement		1.00	90,000.00	90,000.00
	SUNZ		1.00	45,000.00	45,000.00
TOTAL DOWNTOWN CR					5,776,383.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: DOWNTOWN CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
58100	INTERFUND TRANSFERS-OUT				
13258100 591001	- TRANSFER TO 001 GENERAL FUND				1,145,903.00 *
	community policing		1.00	269,000.00	269,000.00
	Admin fees		1.00	55,975.00	55,975.00
	Code enforcement		1.00	15,000.00	15,000.00
	Downtown Action Team		1.00	460,000.00	460,000.00
	Mineral Springs maintenance		1.00	75,000.00	75,000.00
	Riverwalk-overall maintenance		1.00	270,928.00	270,928.00
13258100 591483	- TRANSFER TO JC GARAGE				107,606.00
	TOTAL INTERFUND TRANSFERS-OUT				1,253,509.00
	TOTAL DOWNTOWN CRA				.00
	TOTAL REVENUE				-7,029,892.00
	TOTAL EXPENSE				7,029,892.00
	GRAND TOTAL				.00

** END OF REPORT - Generated by Linda Guth **

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA		VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
00000	REVENUES				
13301	361100 - INTEREST EARNINGS				-5,000.00
13303	366030 - MANATEE COUNTY CONTRIBUTIONS				-577,275.00
13305	369160 - OTHER SOURCES OF REVENUE				-22,865.00
13305	381001 - FUND TRANSFER-001				-695,531.00
	TOTAL REVENUES				-1,300,671.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
55270 TAMIAMI TRAIL CRA				
13355270 512000 - REGULAR SALARIES & WAGES				54,645.00 *
KYSER, KAREN		.14	.00	11,218.00
PROGRAM ADMINISTRATOR (7917)				
FARMER, JEAN		.14	.00	8,618.00
CRA COORDINATOR (8346)				
MUNYON, CHRIS		.14	.00	14,057.00
CRA MANAGER (8414)				
BURTON, JEFFREY		.14	.00	20,752.00
EX DIR COMM REDEVELOP AGENCY (8611)				
13355270 512900 - SERVICE INCENTIVE / LONGEVITY				323.00 *
KYSER, KAREN		.00	.00	323.00
PROGRAM ADMINISTRATOR (7917)				
13355270 521000 - CITY FICA CONTRIBUTION				4,043.00 *
KYSER, KAREN		.00	.00	698.00
FICA				
KYSER, KAREN		.00	.00	164.00
MEDICARE				
FARMER, JEAN		.00	.00	488.00
FICA				
FARMER, JEAN		.00	.00	114.00
MEDICARE				
MUNYON, CHRIS		.00	.00	813.00
FICA				
MUNYON, CHRIS		.00	.00	191.00
MEDICARE				
BURTON, JEFFREY		.00	.00	1,276.00
FICA				
BURTON, JEFFREY		.00	.00	299.00
MEDICARE				
13355270 522000 - CITY RETIREMENT CONTRIBUTION				8,360.00 *
KYSER, KAREN		.00	.00	2,440.00
FRS DROP				
FARMER, JEAN		.00	.00	1,175.00
FRS INVESTMENT				
MUNYON, CHRIS		.00	.00	1,916.00
FLORIDA RETIREMENT				
BURTON, JEFFREY		.00	.00	2,829.00
FLORIDA RETIREMENT				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13355270 523000 - CITY HEALTH INS CONTRIBUTION				8,920.00 *
KYSER, KAREN		.00	.00	2,230.00
HEALTH - PRETAX				
FARMER, JEAN		.00	.00	2,230.00
HEALTH - PRETAX				
MUNYON, CHRIS		.00	.00	2,230.00
HEALTH - PRETAX				
BURTON, JEFFREY		.00	.00	2,230.00
HEALTH - PRETAX				
13355270 523100 - CITY LIFE INS CONTRIBUTION				141.00 *
KYSER, KAREN		.00	.00	29.00
CITY LIFE				
FARMER, JEAN		.00	.00	23.00
CITY LIFE				
MUNYON, CHRIS		.00	.00	36.00
CITY LIFE				
BURTON, JEFFREY		.00	.00	53.00
CITY LIFE				
13355270 523200 - CITY TELADOC CONTRIBUTION				44.00 *
KYSER, KAREN		.00	.00	11.00
TELADOC				
FARMER, JEAN		.00	.00	11.00
TELADOC				
MUNYON, CHRIS		.00	.00	11.00
TELADOC				
BURTON, JEFFREY		.00	.00	11.00
TELADOC				
13355270 523300 - CITY LTD CONTRIBUTION				140.00 *
KYSER, KAREN		.00	.00	29.00
LTD				
FARMER, JEAN		.00	.00	23.00
LTD				
MUNYON, CHRIS		.00	.00	34.00
LTD				
BURTON, JEFFREY		.00	.00	54.00
LTD				
13355270 524000 - WORKER'S COMPENSATION				140.00 *
KYSER, KAREN		.00	.00	30.00
WORKERS COMP				
FARMER, JEAN		.00	.00	22.00
WORKERS COMP				
MUNYON, CHRIS		.00	.00	36.00
WORKERS COMP				
BURTON, JEFFREY		.00	.00	52.00
WORKERS COMP				

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13355270 531000 - LEGAL FEES				30,000.00 *
		1.00	30,000.00	30,000.00
13355270 531200 - RECORDING FEES				300.00
13355270 531900 - CONSULTANT FEES				158,335.00 *
Florida Housing Coalition		1.00	8,335.00	8,335.00
SRF project concept		1.00	150,000.00	150,000.00
13355270 532000 - AUDIT FEES - EXTERNAL				3,665.00 *
Annual Audit Fees		1.00	3,332.00	3,332.00
Audit Software		1.00	333.00	333.00
13355270 534000 - CONTRACTUAL SERVICES				110,772.00 *
Demolition		1.00	50,000.00	50,000.00
Metv		1.00	5,810.00	5,810.00
Freebee		1.00	47,634.00	47,634.00
Axis 360		1.00	300.00	300.00
Temp services		1.00	7,028.00	7,028.00
13355270 534100 - BANK FEES				300.00
13355270 534300 - PROPERTY FEE EXPENSES				10,000.00
13355270 540100 - TRAVEL & PER DIEM				1,607.00 *
		1.00	1,607.00	1,607.00
13355270 541000 - COMMUNICATIONS SERVICES				1,538.00 *
Communication Svcs		1.00	1,538.00	1,538.00
13355270 542000 - FREIGHT & POSTAGE SERVICES				665.00 *
		1.00	665.00	665.00
13355270 544200 - RENTALS & LEASES				1,400.00 *
Large copier		1.00	1,400.00	1,400.00
13355270 545100 - INSURANCE & BONDS				3,500.00 *
General Liability		1.00	2,600.00	2,600.00
Vehicle Insurance		1.00	900.00	900.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13355270 546100 - BUILDING REPAIR & MAINTENANCE				2,500.00 *
CRA Owned Prop Maintenance		1.00	2,500.00	2,500.00
13355270 546200 - EQUIPMENT REPAIR & MAINTENANCE				250.00 *
		1.00	250.00	250.00
13355270 546300 - VEHICLE REPAIR & MAINTENANCE				750.00
13355270 547100 - PRINTING & BINDING				200.00 *
Business cards, annual report, other		1.00	200.00	200.00
13355270 547100 - MAINT PRINTING & BINDING				150.00
13355270 547200 - DUPLICATING				1,000.00 *
Large copier usage		1.00	1,000.00	1,000.00
13355270 548000 - PROMOTIONAL ACTIVITIES				500.00 *
misc items		1.00	500.00	500.00
13355270 549100 - LEGAL ADVERTISING CHARGES				450.00 *
		1.00	450.00	450.00
13355270 551000 - OFFICE SUPPLIES				3,000.00 *
		1.00	3,000.00	3,000.00
13355270 551100 - EQUIPMT UNDER 5000				1,500.00 *
		1.00	1,500.00	1,500.00
13355270 551200 - COMPUTER EQUIP UNDER 5000				1,500.00 *
		1.00	1,500.00	1,500.00
13355270 552300 - GEAR / UNIFORM SUPPLIES				300.00
13355270 554000 - BOOKS PUB & SUBSCRIPTIONS				1,400.00 *
FRA Annual Dues		1.00	850.00	850.00
Bradenton Herald		1.00	200.00	200.00
CRM software		1.00	150.00	150.00
Internet Cafe Software		1.00	200.00	200.00
13355270 555000 - EDUCATION / TRAINING				7,500.00 *
		1.00	7,500.00	7,500.00
13355270 561000 - LAND - CAPITAL OUTLAY				25,000.00 *
		1.00	25,000.00	25,000.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
13355270 563300 - PUBLIC ART-CAPITAL OUTLAY				75,000.00 *
		1.00	75,000.00	75,000.00
13355270 564000 - MACH & EQUIPMT -CAPITAL OUTLAY				6,345.00 *
Cra vehicle		1.00	6,345.00	6,345.00
13355270 582500 - PROJECTS & GRANTS				450,000.00 *
Redevelopment Grant Program		1.00	200,000.00	200,000.00
Astoria on 9th		1.00	200,000.00	200,000.00
Affordable housing project		1.00	50,000.00	50,000.00
TOTAL TAMIAMI TRAIL CRA				976,183.00

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 20251 2025 PROPOSED BUDGET

ACCOUNTS FOR: TAMIAMI TRAIL CRA	VENDOR	QUANTITY	UNIT COST	2025 SUPERVISOR
58100 INTERFUND TRANSFERS-OUT				
13358100 591001 - TRANSFER TO 001 GENERAL FUND				324,488.00 *
community policing		1.00	269,000.00	269,000.00
Admin fees		1.00	30,488.00	30,488.00
Code enforcement		1.00	25,000.00	25,000.00
TOTAL INTERFUND TRANSFERS-OUT				324,488.00
TOTAL TAMIAMI TRAIL CRA				.00
TOTAL REVENUE				-1,300,671.00
TOTAL EXPENSE				1,300,671.00
GRAND TOTAL				.00

** END OF REPORT - Generated by Linda Guth **

AGENDA ITEM NO. 4.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Adjustments to the CRA Sustainable Redevelopment Grant Programs

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
As directed by the CRA Board, the staff has amended the grant document as follows:

1.5 Grammar correction.
3.3.2 Added "Private Eyes" CPTED definition.
4.5 Changed grant eligibility from 2 years to 1.
4.9 CPTED Private Eyes" grant eligibility defined.
5.1.7 Grammar correction.
5.1.11 Create a final disposition for grants valued at less than $10,000.
6.1.1.2 Grammar correction.
6.1.1.5 CPTED "Private Eyes" funding definition.
6.2 Added CPTED "Private Eyes" grant to GRANT-MATCH Table.
7.3.2 Added Final Requirements for CPTED "Private Eyes" grant.

FINANCIAL IMPACT:
No added Budget financial impacts.

SUGGESTED MOTION:
Move to approve the proposed adjustments to the CRA Sustainable Redevelopment Grant Programs.

ATTACHMENTS:
Sustainable Redevelopment Grants REDLINE 2024.09.19.pdf

Community Redevelopment Agency of the City of Bradenton, Florida

Sustainable Redevelopment Grants

Downtown-Central-Tamiami Trail

Dr. Jeff Burton, FRA-RA and Chris Munyon FRA-RP
~~12-7-2023~~9-19-2024

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

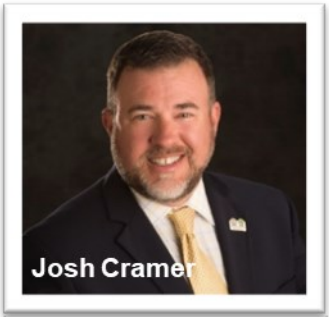
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Jean Farmer











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~~4575090v1~~4575090v1

1. DEFINITIONS

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

---

1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1.4.1 through 1.4.15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Chapter 220, Florida Statutes.[4]

1.5. Board of Commissioners (the "Board")

~~Oversite group for the Agency and is appointed by the *Governing Body*.~~The governing body appoints the oversight group for the Agency. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Conservation

This means the following:

1.6.1 Careful preservation and protection of something.
1.6.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.6.3 The preservation of a physical quantity during transformations or reactions. [6]

1.7. Community Advisory Committee (the "CAC")

An advisory committee to the *Board*.

1.8. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[7]

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4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION
7 FLORIDA STATUTE 163.340 (23)

1.9. Community Redevelopment ("Redevelopment")

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.9.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.9.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[8]

1.10. Community Redevelopment Agency ("Agency")

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[9] The *Agency* also refers to the Community Redevelopment staff for this document.

1.11. Commercial Property Accessed Clean Energy ("C-PACE")

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[10]

1.12. Crime Prevention Through Environmental Design ("CPTED")

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[11]

1.13. Defective

Having a defect or flaw: imperfect in form, structure, or function.[12]

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8 FLORIDA STATUTE 163.355 (2)
9 FLORIDA STATUTE 163.340 (1)
10 HTTPS://WWW.FDFCBONDS.COM/CPACE
11 HTTPS://WWW.CPTED.NET/
12 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE

1.14. Deteriorated
Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[13]

1.15. Distress
To subject to great strain or difficulties.[14]

1.16. Economic
Relating to, or based on, the production, distribution, and consumption of goods and services.[15]

1.17. Elderly
Persons 62 years of age or older.[16]

1.18. Environment
The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[17]

1.19. Governing Body
The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[18]

1.20. Historic Preservation
The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[19]

1.21. Inadequate
Not enough or good enough.[20]

1.22. Increment Revenue
The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[21]

1.23. National Flood Insurance Program ("NFIP")
Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[22]

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13 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
15 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
16 FLORIDA STATUTE 420.503 (16)
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
18 FLORIDA STATUTE 163.340 (3)
19 FLORIDA STATUTE 267.021
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
21 DR. JEFF BURTON
22 HTTPS://WWW.FLOODSMART.GOV/ABOUT

1.24. Occupant
See Tenant.

1.25. Owner
The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[23]

1.26. Property Accessed Clean Energy ("PACE")
A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[24]

1.27. Redevelopment Plan (the "Plan")
The approved redevelopment directions exist from time to time for an *Area*.[25]

1.28. Rehabilitate
This means the following:

1.28.1 To restore to a former capacity.
1.28.2 To convert to good repute.
1.28.3 Reestablish the good name of.
1.28.4 Restore to a former state.
1.28.5 Restore or bring to a condition of health or helpful and constructive activity.[26]

1.29. Revitalize
To give new life or vigor.[27]

1.30. Slum Area or Slums
An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.30.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.30.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.30.1 Conditions endangering life or property by fire or other causes.[28]

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23 BRADENTON CODE OF ORDINANCES SEC 1.2
24 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
25 FLORIDA STATUTE 163.340 (11)
26 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
27 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
28 FLORIDA STATUTE 163.340 (7)

1.31. Social

Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[29]

1.32. Sustainable Economic Development

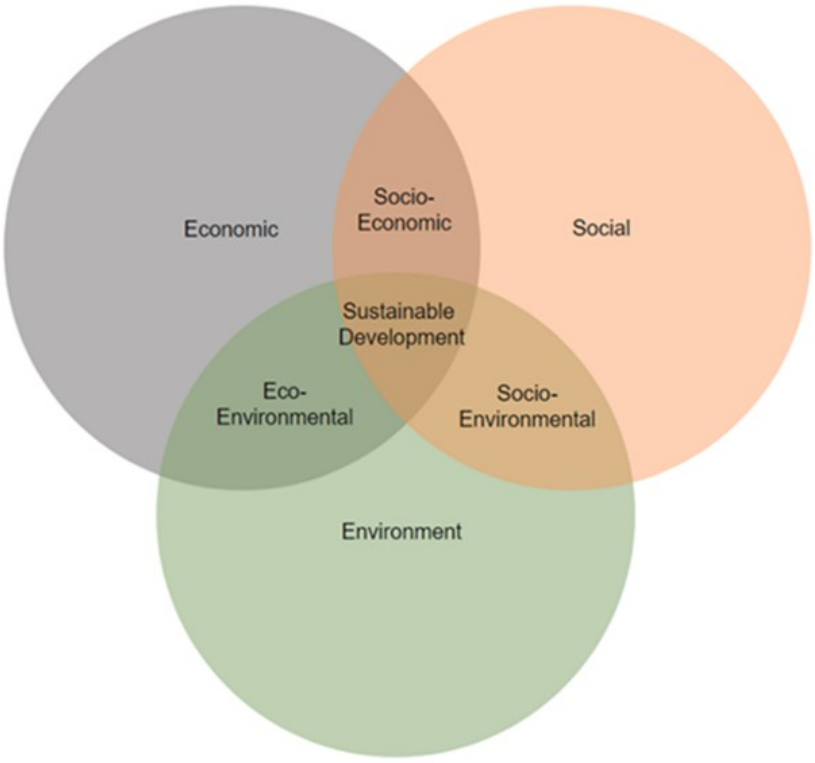
A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[30] See *Sustainable Economic Development* Venn Diagram.

1.33. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[31]

1.34. Tenant

one who has the occupation or temporary possession of lands or tenements of another. [32]



Sustainable Economic Development Venn Diagram

29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
30 DR. EDWARD B. BARBIER (1987)
31 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.
32 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/TENANT

2. GOAL

The Redevelopment Grant Policy (Policy) goal is to remove or hinder *slum* or *blighted areas* through incentivized increment revenue financed grants in the *Area* and according to the *Plan*.

3. GRANTS

Grants are identified by sustainable development elements as follows:

3.1 Economic

This grant type rehabilitates and *redevelops* commercial and industrial properties in the *Area* using private enterprise,[33] increases taxable real property growth,[34] identifies and eliminates *Area* conditions impeding growth and *inadequate economic* development,[35] *economically revitalizes* the *deteriorated coastal resort and tourist area* designated by the governing body,[36] and removes blighted and defective conditions that lead to *economic distress*.[37] This grant also encourages *Area rehabilitation, conservation*, or *redevelopment* necessary for the interest of public health, safety, and morals.[38] Finally, this policy incentivizes compliance with the *Governing Body's* comprehensive plan and codes. [39]

3.1.1 Redevelopment

This grant is a "catch-all" for the *Area's* non-single-family residential properties. This grant replaces the existing "façade" or "storefront" grant and may be used for internal and external real property improvements.

3.1.2 C-PACE

This grant encourages owners to access the capital needed to make building energy-related deferred maintenance upgrades, support new construction costs, and make renewable energy accessible and cost-effective.

3.1.3 Future Land Use and Zoning

The *Governing Body* fees associated with updating a property's Land Development Code and Comprehensive Plan designations are covered by this policy.

3.2 Environmental

3.2.1 Brownfields

This grant pays up to 25% of the State of Florida Brownfield Program's estimated cleanup value related to state tax credits.[40]

3.2.2 Windows, Doors, and Roofs

This grant pertains to upgrading an existing *Area* home's exterior openings and roof to standards above the Florida Building Code for natural disaster mitigation.[41]

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33 REDEVELOPMENT PLAN 2.1, 2.2.1.1.1, 2.2.2.2, 2.3.3.1.3, AND 3.2.1.1.2.
34 REDEVELOPMENT PLAN 2.2.1.1.5, 2.2.2.4, AND 4.3.2.3.
35 REDEVELOPMENT PLAN 2.2.1.1.3, 2.2.2.4, AND 4.2.1.1.4.
36 REDEVELOPMENT PLAN 2.1, 2.2.1.1.2, 3.1, 3.2.1.1.2, 3.2.1.1.4, 4.1, 4.2.1.1.2, AND 5.1.
37 REDEVELOPMENT PLAN 2.2.1.1.2, 2.2.1.1.4, 3.2.1.1.4, AND 3.2.1.1.5.
38 REDEVELOPMENT PLAN 4.2.1.1.2
39 REDEVELOPMENT PLAN 2.2.2.25, 2.2.2.2.6, 2.3.3.1.2, 2.3.3.1.3, 2.3.4.2, AND 2.3.4.2.
40 REDEVELOPMENT PLAN 3.4.2.1, AND 3.4.2.3.
41 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.2, 2.2.2.1.3, 3.1, 3.2.1.1.5, 3.2.2.1, 3.2.2.2, 4.2.2, AND 4.3.2.1.14.

3.2.3 Flood

This grant encourages a new *Area* detached single-family dwelling's finished floor elevation (FFE) to be built 2 feet above the NFIP required base flood elevation. [42]

3.2.4 Urban Tree Canopy

This policy encourages the use of trees on private land to create an urban forest ecosystem providing a variety of *economic, social,* and *environmental* benefits, including shading homes to generate energy savings, intercepting rain to reduce stormwater, improving air quality by filtering pollutants and sequestering carbon to offset emissions associated with climate change. [43]

3.2.5 Infrastructure

This funding supports the creation of viable building lots from unusable properties to enhance taxable value. This policy may fund access and all *Governing Body*-owned infrastructure extensions.[44]

3.3 Social

This grant provides funds to remove blighted conditions that lead to economic distress and social liabilities,[45] identify and eliminate the Area's impeding growth and economic and social development, and revitalize deteriorated coastal resorts and tourist areas.[46] This grant also supports Governing Body and trust fund investors' leased placemaking destinations that encourage economic, environmental, and social well-being[47] and events the county supports through its tourism tax.[48]

3.3.1 Coastal Tourism

This grant encourages the *Area's* tourist-based placemaking sites to invest in their sites and future. The minimum tourism metric is 35,000 visitors annually. This grant may be used for building and site improvements and to reimburse city expenses for eligible tourism functions.[49]

3.3.2 CPTED

This grant promotes the use of residential, commercial, and industrial community policing through environmental design.[50] The "Private Eyes" Grant is a special CPTED grant that allows the Police Department to access privately owned cameras as part of their public policing video network. This grant includes up to three years of service.

3.3.3 Historic Preservation

This grant protects the *Area's* cultural sites and is determined by the *Governing Body* and state and federal government. Historic preservation costs more than general *redevelopment*. Limited grant funds may be available for state and federal certification.[51]

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42 REDEVELOPMENT PLAN 2.2.2.1.2.4
43 REDEVELOPMENT PLAN 2.2.2.2.1.3, 3.2.2.4 AND 4.3.2.1.5.
44 REDEVELOPMENT PLAN 2.2.1.1.5 AND 4.3.2.3.
45 REDEVELOPMENT PLAN 2.2.1.1.2, 2.2.1.1.4, 3.2.1.1.4, AND 3.2.1.1.5,
46 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.1, 3.2.2, AND 4.2.2.
47 REDEVELOPMENT PLAN 3.3.2.4.
48 REDEVELOPMENT PLAN 2.2.2.2.10.
49 REDEVELOPMENT PLAN 2.2.1.1.4, 2.2.2.1.1, 3.2.1.1.5, 3.2.2.1, AND 3.3.2.5
50 REDEVELOPMENT PLAN 2.1, 2.2.1.1.3, 2.3.1.1.2.8, 4.1, 4.2.1.1.2, AND 4.2.1.1.4.
51 REDEVELOPMENT PLAN 4.2.2.1.2

3.3.4 Public Art

This grant matches private contributions for public art on private property. The *Agency* or its designee reserves the right to define "art" as contributing to its investment.

3.3.5 Tourist Tax Match

This grant matches contributions made by the Manatee County Tourist Development Tax Advisory Board recommendations approved by the County Commission and agreed upon by all taxing authorities.[52]

3.3.6 Micro-Mobility

This grant provides Micro-Mobility service to *Area* tourist events through the *Agency's* service provider. This grant augments the lack of transit services [53] and supports Micro-Mobility policies[54] including an Urban Transit Circulator.[55] This grant also improves access to public parks and open spaces and supports the *Governing Body* and trust fund taxing investors' leased placemaking destinations.

3.3.7 Income-Based Housing Repair

This grant provides low to moderate-income owner-occupied housing with grant funds for repair, consisting of four parts. First, the applicant's household income is validated against an affordability standard.[56] Second, low to moderate-income owner-occupied homes are inspected for code violations. [57] Third, the code violation repairs are estimated, and fourth, the policy is used to bring the home to code standards.

3.3.8 R-PACE

This grant pays against the principle of a PACE loan. Florida PACE is a public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements. [58]

4. ELIGIBILITY

4.1 Applications, including Florida Not-for-profit corporations, must align with the current *Plan* and reside in the current *Area*.
4.2 The application cannot be submitted after work has been completed, except for applicants in contact with the *Agency* 180 days before the *Board* adopts this policy.
4.3 All application signatures shall be notarized.
4.4 The applicant may be the~~-~~ *Owner* or *tenant* with the *Owner's* written consent, or for the Flood grant, may also be the Florida Licensed Building Contractor.
4.5 One grant of each type may be awarded to the applicant at most once every ~~two~~ year~~s~~.
4.6 Grants may be stacked, with stacked grant applications requiring the *Board's* approval.
4.7 The applicant must comply with all municipal and state codes and regulations.

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52 REDEVELOPMENT PLAN 2.2.2.2.10
53 REDEVELOPMENT PLAN 3.3.1.1.1, 3.3.2.1, AND 3.3.2.1.14.
54 REDEVELOPMENT PLAN 3.2.2.1.
55 REDEVELOPMENT PLAN 3.3.1.1.1, 3.3.2.1, AND 3.3.2.1.14.
56 REDEVELOPMENT PLAN 4.3.1.1.2 AND 4.3.1.1.3.
57 REDEVELOPMENT PLAN 2.2.2.2.5, 2.3.3.1.2, AND 2.3.4.3.
57 REDEVELOPMENT PLAN 4.3.2.1.5, 4.3.2.1.13, AND 4.3.2.1.14.

4.8 Grants cannot be used to acquire property.

4.9 The Bradenton Police Department must approve the CPTED “Private Eye” grant eligibility.

~~4.9~~4.10 The following grants require an existing permitted structure:

~~4.9.1~~4.10.1 Redevelopment

~~4.9.2~~4.10.2 Windows

~~4.9.3~~4.10.3 Roofs

~~4.9.4~~4.10.4 Doors

~~4.9.5~~4.10.5 Flood

~~4.9.6~~4.10.6 Income-Based Housing Repair

~~4.10~~4.10.11 The Flood Grant requires the new construction of a detached single-family dwelling.

~~4.11~~4.12 For Historic Preservation, the Governing Body must deem the structure or site historic or listed on the State of Florida or National Historic Register.

~~4.12~~4.13 Non-residential uses may be eligible, except for storage facilities, car washes, and the following uses defined in Chapter 10 of the Bradenton Code of Ordinances:

~~4.12.1~~4.13.1 Adult entertainment establishment/use

~~4.12.2~~4.13.2 Adult arcades

~~4.12.3~~4.13.3 Adult bookstores

~~4.12.4~~4.13.4 Adult motels/hotels

~~4.12.5~~4.13.5 Adult Photography Studios

~~4.12.6~~4.13.6 Adult special cabarets

~~4.12.7~~4.13.7 Adult theaters

~~4.12.8~~4.13.8 Automotive parking establishment

~~4.12.9~~4.13.9 Automotive sales/rental establishment

~~4.12.10~~4.13.10 Automotive service station

~~4.12.11~~4.13.11 Automotive specialty establishment

~~4.12.12~~4.13.12 Bottle Club

~~4.12.13~~4.13.13 Carwash

~~4.12.14~~4.13.14 Cemetery

~~4.12.15~~4.13.15 Crematory

~~4.12.16~~4.13.16 Lounge

~~4.12.17~~4.13.17 Recovery home

~~4.12.18~~4.13.18 Storage establishment

5. POLICIES

5.1 General

5.1.1 The *Board* reserves the right to modify or cancel parts of or the entire policy without notice. If the policy is modified or eliminated, the *Agency* will ensure that any previously approved redevelopment grants undergoing completion will be completed per contract if the applicant(s) abide by the contract.

5.1.2 All grant funding is subject to budgeting and availability of funds.

5.1.3 Compliance with the grant requirements only establishes eligibility to request grant funding and does not guarantee an award of a grant or any particular grant amount. All grant awards are subject to the discretion of the *Agency/Board* as

applicable to determine whether the award of the grant is in the best interests of the CRA and the appropriate level of funding.

5.1.4 the *Agency* or its designee shall review all eligible applications case-by-case to determine if an application meets the policy's intent.

5.1.5 Grant applications less than $25,000.00 will be approved by Agency. The *Board* will authorize grant applications equal to or greater than $25,000.00.

5.1.6 Grants can only be used within easements if all persons reserved for that easement have signed the grant application.

5.1.7 Grants cannot be used to restore condemned properties noticed by the Governing Body to the condemned property owner.~~to the condemnation property owner by the *Governing Body*.~~

5.1.8 All projects will display *Agency*-provided signage, disseminating the *Redevelopment* grant policy.

5.1.9 Applicants agree to allow the *Agency* to disseminate the project on the *Governing Body* and *Agency* websites and other materials and platforms.

5.1.10 The grant's lifespan is one year from the application's approval date. There are no extensions, as the grant may be reapplied for.

~~5.1.10~~5.1.11 Grant matches for less than $10,000 may receive an *Agency* final inspection.

5.2 Ranking

Grants will be ranked by the following committees, boards, and designees:

5.2.1 Community Advisory Committee

Redevelopment
Brownfields
C-PACE
Coastal Tourism
Windows, Doors, and Roofs
Flood
R-PACE
Micro-Mobility
Infrastructure

5.2.2 Planning and Zoning Board

Future Land Use and Zoning

5.2.3 Architectural Review Board

Historic Preservation

5.2.4 Public Art Review Board

Public Art

5.2.5 Tree and Landscape Preservation Board

Urban Tree Canopy

5.2.6 Code Magistrate

Income-Based Housing Repair

5.2.7 Bradenton Police Department
CPTED

5.2.8 Manatee County Tourist Development Tax Advisory Board
Tourist Tax Match

5.3 Process
5.3.1 Upon acceptance, the *Agency* will review each application.
5.3.2 If accepted, the application will be recommended by the ranking committee.
5.3.3 Ranking will be scored from 0 (no grant match) to 10 (full grant match).
5.3.4 Grant recommendations of less than $25,000.00 will receive an *Agency* approval/disapproval determination; all others will be reviewed by the *Board*.
5.3.5 Funding will be scheduled once the *Agency* has submitted, reviewed, and approved all required documents.
5.3.6 Payment is determined on a first-come, first-served, final approval terminology.

6. FUNDING
6.1 General
6.1.1 The following general funding policies apply to the redevelopment grants:
6.1.1.1 No partial payments shall be accepted or issued.
6.1.1.2 The grant allocations provided herein are the maximum potential allocations. The allocation for any project that varies from this policy shall be the amount ~~Allocation for any project that varies from this policy shall be that amount that is~~ approved by the *Board* or its designee.
6.1.1.3 All grants will be finalized in a binding agreement.
6.1.1.4 Grants achieving *IBHS FORTIFIED Program* certifications will receive an additional 50% funding.
6.1.1.5 The CPTED "Private Eyes" Grant is 100% CRA funded.

6.2 GRANT-MATCH TABLE

POLICY	GRANT	MAXIMUM MATCH-UP TO
ECONOMIC		
	Redevelopment	$50,000.00**
	CPACE	$50,000.00 Or 25% of the PACE cost */**
	Future Land Use and Zoning	$5,000.00
ENVIRONMENT		
	Brownfields	$50,000.00 Or 25% of the Tax Credit*
	Windows, Doors, and Roof	$25,000.00 **
	Urban Tree Canopy	$10,000.00
	Flood	$5,000.00
	Infrastructure	$25,000.00
SOCIAL		

	Coastal Tourism	$50,000.00 **
	Historic Preservation	$100,000.00 **
	CPTED	$15,000.00
	CPTED Private Eyes Grant	$1,000.00 (No Match)
	Public Art	$20,000.00
	Tourist Tax Match	$20,000.00 Or ~~$25% of the County grant Or~~ Governing Board Fees*
	Micro-Mobility	$5,000.00
	Income-Based Housing Repair	$25,000.00
	R-PACE	$25,000.00 Or 25% of the PACE cost*/**
***Whichever is the lessor amount.**		
**** IBHS FORTIFIED PROGRAM Eligible.**		

7. REQUIREMENTS

Applicants must submit the completed application and the supporting documents specified for each grant request, including, but not limited to, documents supporting the grant requests relation to the *Act* and the *Plan*. The documents are subject to review.

7.1 Economic

7.1.1 Redevelopment

7.1.1.1 Certificate of Occupancy or Completion.
7.1.1.2 State-licensed property appraiser's appraisal.
7.1.1.3 IBHS FORTIFIED certification.

7.1.2 CPACE

7.2.1.1 Certificate of Occupancy or Completion
7.2.1.2 C-PACE contract.
7.2.1.3 IBHS *FORTIFIED* Certificate.

7.1.3 Future Land Use and Zoning

7.1.3.1 Development Services Department recommendation.
7.1.3.2 Development service fee receipt.

7.2 Environmental

7.2.1 Brownfields

7.2.1.1 State Brownfields Program Tax Credit Certificate.

7.2.2 Windows, Doors, and Roofs

7.2.2.1 Certificate of Occupancy or Completion.
7.2.2.2 State-licensed property appraiser's appraisal.
7.2.2.3 IBHS FORTIFIED certificate.

7.2.3 Flood

7.2.3.1 Certificate of Occupancy.

7.2.4 Urban Tree Canopy.

7.2.4.1 Certification from an Arborist.

7.2.5 Infrastructure

7.2.5.1 City Infrastructure Inspector Certification.

7.3 Social

7.3.1.1 Coastal Tourism Certificate of Occupancy or Completion.
7.3.1.2 State-licensed property appraiser's appraisal.
7.3.1.3 *IBHS FORTIFIED* certification.
7.3.1.4 Annual tourism validation.

7.3.2 CPTED/Private Eyes

7.3.2.1 Police Department Completion Letter.

~~7.3.2~~7.3.3 Historic Preservation.

~~7.3.2.1~~7.3.3.1 Architectural Review & Historic Preservation Recommendation.
~~7.3.2.2~~7.3.3.2 Certificate of Occupancy or Completion.
~~7.3.2.3~~7.3.3.3 *IBHS FORTIFIED* certification

~~7.3.3~~7.3.4 Public Art.

~~7.3.3.1~~7.3.4.1 Public Art Committee ~~recommendation~~Recommendation.
~~7.3.3.2~~7.3.4.2 Licensed art appraiser appraisal.

~~7.3.4~~7.3.5 Tourist Tax Match

~~7.3.4.1~~7.3.5.1 Manatee County Tourist Tax Board contract.

~~7.3.5~~7.3.6 Micro-Mobility

~~7.3.5.1~~7.3.6.1 Applicant requests for Freebie service.

~~7.3.6~~7.3.7 Income-Based Housing Repair

~~7.3.6.1~~7.3.7.1 Financial analysis.
~~7.3.6.2~~7.3.7.2 Repair estimate.
~~7.3.6.3~~7.3.7.3 Certificate of Occupancy.

~~7.3.7~~7.3.8 PACE

~~7.3.7.1~~7.3.8.1 Pace Contract.
7.3.8.2 *IBHS FORTIFIED* certification

REDEVELOPMENT GRANT APPLICATION

AGENCY ONLY

Date Received: _____ Grant ID No._____

CRA District Area:

____ Central ____ Downtown ____ Tamiami Trail

BY EXECUTING THIS APPLICATION, THE APPLICANT UNDERSTANDS THAT THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE GRANT PROCESS AND RECEIVE THE FUNDS.

GRANT TYPE:

__Redevelopment

__CPACE

__Land Use

__Zoning

__Micro-Mobility

__Windows, Doors, or Roof

__Urban Tree Canopy

__Brownfield

__ Historic Preservation

__Tourist Tax Match

__ Coastal Tourism

__CPTED

__ Income Based Housing Repair

__RPACE

__Flood

__Public Art

APPLICATION DATE: _____

APPLICANT/ENTITY NAME:_____

APPLICANT REPRESENTATIVE (if applicant is entity):_____

PROPERTY IDENTIFICATION NUMBER:_____

PROPERTY ADDRESS:_____

_____

PROPERTY OWNER:_____

*If applicant is not the property owner, a notarized letter from the property owner approving the proposed work is required.

ESTIMATED OVERALL INVESTMENT:_____

TOTAL FUNDING REQUESTED:_____

DESCRIPTION OF PROJECT:_____

_____

_____

_____

_____

_____

_____

_____

REDEVELOPMENT GRANT REQUIREMENTS:

- Work has not commenced prior to the submittal of a completed application.
- A similar grant has not been awarded and completed within the past two years.
- Applicant will comply with state and municipal codes.
- Applicant is not an ineligible use listed in Section 4.12.

REQUIRED DOCUMENTS FOR SUBMITTING:

- Completed Application
- Description of Improvements and Estimated Costs (please see attached example)
- Owner Letter (if applicable)
- If applying for a Historic Preservation Grant, documentation deeming the site as historic.
- If applying for a Coastal Tourism Grant, documentation of the minimum tourism metric of 35,000 visitors annually.

REQUIRED DOCUMENTS FOR REIMBURSEMENT:

- Certificate of Occupancy or Certificate of Completion.
- An appraisal of the improvements from a licensed Appraiser.

SIGNATURES AND DATE:

_____ _____

APPLICANT DATE

_____ _____

CRA EXECUTIVE DIRECTOR DATE

*Please submit application to the Community Redevelopment Agency of the City of Bradenton via email at cra@bradentonfl.gov.

You may also mail or hand deliver a completed application to:

Community Redevelopment Agency, 101 Old Main Street, Bradenton, Florida 34205

AGENDA ITEM NO. 4.c

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Agreement

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT:

Purchase and Sale Agreement with PHBGF Ventures, LLC, for the Disposition of CRA Owned Property on 14th Street West.

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 25, 2024, the CRA Board directed CRA staff to negotiate terms with PHBGF Ventures, LLC, for the disposition of CRA owned properties located at 1404 14th Street West (Parcel ID No. 4408900059) 1424-26 14th Street West (Parcel ID No. 4409300052) 1444 14th Street West (Parcel ID No. 4409900000).

On June 12, 2024, the CRA Board directed CRA staff to work with the CRA Attorney to draft a Purchase and Sale Agreement to be brought back to the CRA Board for consideration.

PHBGF Ventures, LLC is proposing a 4-story 114-unit multifamily workforce housing development with a 3,000 SF Amenity Center and 2,000 SF Art Gallery. Workforce housing will make up at least 70% of the 114 units.

ATTORNEY REVIEW/RECOMMENDATION:

Yes, CRA Attorney has reviewed the documents.

SUGGESTED MOTION:

Move to approve the Purchase and Sale Agreement with PHBGF Ventures, LLC.

ATTACHMENTS:
Purchase Agreement with PHBGF Ventures, LLC - Buyer Executed.pdf
Location Map - CRA Owned Properties.pdf
20240509_MET III - Conceptual Massing Plan.pdf

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into by and between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON successor in interest to THE BRADENTON DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BRADENTON**, a public body of the State of Florida ("Seller"), and **PHBGF VENTURES, LLC**, a Florida limited liability company ("Purchaser"), and is effective as of the date executed by the last of the Purchaser and Seller on the signature page hereto (the "Effective Date").

R E C I T A L S:

A. Seller is the owner of certain Real Property (as hereafter defined) located in Manatee County, Florida.

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, the Property (as hereinafter defined) for the purpose of developing the Property as an affordable housing project, upon the terms, covenants and conditions hereinafter set forth.

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

1. **Recitals**. The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

2. **Property**. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, the following Property:

(a) **Real Property**. The Real Property shall consist of approximately 1.97 acres of real property located in Manatee County owned by the Seller, as more particularly described on **Exhibit "A"** attached hereto, together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and subsurface rights, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the "Real Property"). In addition to conveying fee simple title to the Real Property described in Exhibit "A", Seller shall convey to Purchaser all mineral rights per Florida Statutes 270.11(3).

(b) **Personal Property**. All tangible and intangible personal property owned or controlled by Seller pertaining to the Real Property, if any, including, without limitation, all engineering, designs, plans, specifications, land plans, studies, marketing reports, licenses, franchises, permits, contracts rights, agreements, zoning rights, density rights, development rights, TDRs, prepaid impact fees, credits for impact fees, access, service or other fees of any kind, and other entitlements and governmental applications, submittals and approvals which relate to the use, ownership and/or development of the Real Property, development orders and approvals, concurrency certificates or certifications and vested rights or claims of estoppel against governmental agencies, if any, to the extent such items exist, and documents and instruments relating to the use, ownership and/or development of the Real Property (all of the foregoing being collectively referred to as the "Personal Property"). The Real Property and the Personal Property shall hereinafter be collectively referred to as the "Property".

3. **Purchase Price**.

(a) The Purchase Price to be paid for the Property shall be FIVE HUNDRED THIRTEEN THOUSAND AND NO/100 DOLLARS ($513,000.00) (the "Purchase Price").

(b) **Deposit.** The Deposit shall be paid as follows:

(i) **Earnest Money Deposit**. Within five (5) business days after the Effective Date, Purchaser shall furnish to Barnes, Walker, Goethe, Perron, Shea & Robinson, PLLC ("Escrow Agent") an earnest money deposit in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) ("Deposit").

Escrow Agent shall immediately advise Purchaser and Seller of its receipt of the Deposit. The Deposit shall be held by Escrow Agent in accordance with the terms and provisions of this Agreement and **Exhibit**

"B" and shall be credited to Purchaser at the Closing. The Deposit shall be in the form of a wire transfer of immediately available funds.

(ii) **Procedure for Payment of Deposit**. If either party shall terminate this Agreement and make written demand upon Escrow Agent for delivery of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to (i) refund the remaining balance of the Deposit to Purchaser, in the case of a demand from Purchaser, or (ii) deliver the remaining balance of the Deposit to Seller, in the case of a demand from Seller. If Escrow Agent receives a written objection from the other party within such ten (10) day period, Escrow Agent shall continue to hold the remaining balance of the Deposit pursuant to the terms hereof until otherwise directed by written instructions signed by both Purchaser and Seller or entry of a final order of a court of competent jurisdiction and the expiration of all appeal periods applicable in respect thereof. Escrow Agent shall be absolutely entitled to rely on written instructions that it believes in good faith were issued by a party hereto or such party's duly authorized counsel or representative. The parties agree that Escrow Agent shall not be liable due to the failure of any financial institution in which the Deposit is placed. Escrow Agent's sole duty of collection with respect to any escrow instrument payable to Escrow Agent is to present the instrument promptly for payment and to advise the parties promptly if the instrument is not collected in the ordinary course of banking business. By executing the Escrow Conditions Joinder attached hereto as **Exhibit "B"**, Escrow Agent agrees to be bound by the terms and conditions of this Agreement. The parties agree that the status of Purchaser's counsel acting as Escrow Agent under this Agreement does not disqualify Escrow Agent, or any attorney associated with Escrow Agent, from representing Purchaser in connection with this transaction and in any dispute that may arise between Purchaser and Seller concerning this transaction, including any dispute or controversy with respect to the Deposit.

(c) **Payment of Purchase Price**. At Closing, Purchaser shall pay the Purchase Price by a wire transfer of immediately available funds, which payment shall be subject to adjustments, prorations and credits as set forth herein.

4. **Purchaser's Inspection**.

(a) Commencing on the Effective Date and expiring ninety (90) days thereafter (the "Inspection Period"), Purchaser and Purchaser's authorized agents shall be entitled, at Purchaser's sole cost and expense, to enter upon the Property to conduct Phase I and/or Phase II environmental site assessment studies, test and inspections at all reasonable times and to conduct such other inspections on the Property as Purchaser deems necessary, in its sole discretion; provided, however, Purchaser shall not conduct any activities on the Property which shall unreasonably interfere with the operation of the Property as it is currently operated. Seller shall permit Purchaser and Purchaser's representatives, at Purchaser's cost and expense, to enter the Property (including any improvements located thereon) and to inspect and show the Property for the purposes set forth herein, including without limitation, to allow entry by any and all consultants, analysts, and any other entity, person or firm chosen by Purchaser in Purchaser's sole discretion. Purchaser shall indemnify and hold harmless Seller against and from any and all claim, loss, cost, expense and liability incurred by reason of the exercise of Purchaser's inspection of the Property under this Agreement (including reasonable attorneys' fees in all trial, appellate and post-judgment proceedings); provided, however, the foregoing indemnity and defense obligations of this section shall not apply to (a) any loss, liability cost or expense due to the negligence or willful misconduct of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) any hazardous substances which are merely discovered (but not deposited) on or under the Property by Purchaser. Purchaser shall promptly repair any damage to the Property resulting from any inspection by Purchaser or an agent of Purchaser. If Purchaser determines that the Property is not suitable for any reason or no reason, then Purchaser may at any time during the Inspection Period deliver to Seller and Escrow Agent, a written notice terminating this Agreement (the "Termination Notice").

(b) Prior to the expiration of the Inspection Period, Purchaser may at any time during the Inspection Period deliver to Seller and Escrow Agent a Termination Notice, whereupon this Agreement shall terminate and be of no further force and effect, the parties hereto shall be released of any further obligation or liability, each to the other, under the terms of this Agreement, except for those obligations intended to survive termination as expressly set forth herein, and the Deposit shall be promptly returned to Purchaser. Should Purchaser fail to provide a

Termination Notice prior to the expiration of the Inspection Period, Purchaser shall be deemed to have accepted the Property and waives its inspection contingency.

(c) Within ten (10) days from the execution of this Agreement, to the extent not previously delivered, Seller shall make available to Purchaser, existing zoning, existing construction and engineering plans and specifications for existing improvement property (if any), copies of all owner's title policies, plans and specifications, artist's renderings, wetland studies, geotechnical reports, environmental studies, permits (including but not limited to economic and financial studies), market assessments/reports, licenses, topographical and all other surveys, engineering and architectural data in Seller's possession relating to the Property or any improvements situated thereon (collectively, "Due Diligence Documents") and shall submit such Due Diligence Documents to Purchaser. Seller represents and warrants that there are no contracts and leases existing for the Property that will not be terminated by Seller, at Seller's expense, prior to Closing.

(d) Prior to entering the Property, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place reasonable amounts of comprehensive general liability insurance and workers compensation insurance for its activities on the Property with liability insurance limits of not less than $1,000,000 combined single limit for personal injury and property damage and covering any accident arising in connection with the presence of Purchaser, its contractors, agents and representatives on the Property, which insurance shall name Seller as an additional insured thereunder.

(e) Purchaser agrees that except as expressly set forth in this Agreement, the Property is being acquired by Purchaser on an "AS IS" AND "WITH ALL DEFECTS" basis and "WITH ALL FAULTS" existing as of the Closing Date. Purchaser acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any of the documents to be executed and delivered by Seller at Closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Purchaser or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

5. **Conditions Precedent – Purchaser's Obligation to Close**. Purchaser's obligation to close this transaction is subject to satisfaction (or waiver by Purchaser in writing), of the following conditions (the "Purchaser's Conditions Precedent"):

(a) **Correctness of Representations and Warranties**. The representations and warranties of Seller set forth in Section 13 shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. In the event the representations and warranties of Seller set forth herein become untrue or inaccurate after the Effective Date due to the actions or inactions of Seller and Seller fails to cure such occurrence prior to the Closing, Purchaser may upon its receipt of Seller's disclosure of the inaccuracy, at its option, (i) accept the Property and close under the provisions of this Agreement, subject to the matters relating to the untrue or inaccurate representation or warranty, with no reduction of the Purchase Price, or (ii) terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser.

(b) **Compliance by Seller**. Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing.

(c) **Title; Survey; Physical Condition and Environmental Inspections**. Subject to the provisions of Sections 8 and 9 of this Agreement, the condition of title and the matters reflected on the Survey and the physical condition of the Property shall remain unchanged since Purchaser's acceptance of title and survey and the environmental condition of the Property as reflected by Purchaser's environmental assessments shall remain unchanged since the date of expiration of the Inspection Period, each through the Closing Date.

(d) **No Moratorium**. There shall be no governmental moratorium or other governmental action of general applicability that shall prevent the processing, authorization, approval or issuance of Purchaser's building permits for the Property or any portion thereof (any of the foregoing being herein referred to as a "Moratorium").

(e) **Approval of Purchaser's SIP.** Purchaser's receipt of approval by the City of Bradenton of Purchaser's application for a Site Improvement Plan ("SIP") consistent with Purchaser's proposed development of a workforce housing project (the "Project") on the Property. As a matter of clarification, receipt shall mean final issuance, with any applicable appeal periods expired and, if any appeals have been filed, then such appeals shall have been finally and favorably determined. Purchaser shall submit its SIP application for the Project to the City of Bradenton within one hundred and eighty (180) days after the expiration of the Inspection Period.

(f) **Approval of Purchaser's Design Elevations.** Purchaser's receipt of written approval of Purchaser's design elevations or renderings of the Project by the CRA staff. Purchaser shall submit its design elevations or renderings of the Project to CRA staff within one hundred and eighty (180) days after the expiration of the Inspection Period.

6. **Conditions Precedent – Seller's Obligation to Close**. Seller's obligation to close this transaction is subject to satisfaction (or waiver by Seller in writing), of the following conditions (the "Seller's Conditions Precedent"):

(a) **Submittal and Approval of Purchaser's SIP**. Within one hundred and eighty (180) days after the expiration of the Inspection Period, Purchaser shall submit its SIP application for the Project to the City of Bradenton. Seller's obligation to close this transaction is contingent upon the City of Bradenton's approval of Purchaser's SIP.

(b) **Submittal and Approval of Purchaser's Design Elevations.** Within one hundred and eighty (180) days after the expiration of the Inspection Period, Purchaser shall submit its design elevations or renderings of the Project to CRA staff for approval. Seller's obligation to close this transaction is contingent upon the CRA staff's approval of Purchaser's design elevations or renderings of the Project.

7. **Closing**.

(a) Pursuant to the terms and provisions set forth in this Agreement, and provided that Purchaser and Seller shall have performed all their respective duties and obligations as set forth in this Agreement, and further provided that this Agreement is not terminated in accordance with the provisions of this Agreement, the closing shall occur thirty (30) days after the later of: (i) the expiration of the Contingency Deadline, as hereinafter defined; or (ii) fifteen (15) days following the confirmed satisfaction (or waiver) of the last of those contingencies to closing set forth in Section 5 of this Agreement (the "Closing" or "Closing Date").

(b) If both the Purchaser's Conditions Precedent and the Seller's Conditions Precedent have not been satisfied (or waived by the party with the right to so waive) prior to the date that is three hundred and sixty five (365) days after the expiration of the Inspection Period (the 'Contingency Deadline"), either party shall have the right by notice to the other party no later than three hundred and sixty five (365) days after the expiration of the Inspection Period to (a) waive all of the other party's applicable conditions to Closing and proceed to Closing without a reduction in the Purchase Price; or (b) terminate this Agreement by providing written notice to the other party. In the event either elects option (b) of the preceding sentence, the Deposit shall be delivered to the non-defaulting party in accordance with this Agreement, and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Notwithstanding anything to the contrary above, in the event of a failure of any of Purchaser's Conditions Precedent, in addition to the remedies in (a) and (b) above, Purchaser shall have the right to extend the Contingency Deadline for up to two (2) additional periods of ninety (90) days each, so long as Purchaser (i) gives notice of such extension prior to the then-current expiration of the Contingency Deadline and (ii) deposits an additional TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) ("Extension Deposit(s)") with the Escrow Agent for each additional ninety (90) day extension period. The Extension Deposit(s) shall be credited toward the Purchase Price and, except in the event of Seller default, are nonrefundable to Purchaser under any circumstances. The Closing may be via delivery of the documents in escrow with the Escrow Agent, at Purchaser's option.

8. **Title Insurance**.

(a) Within thirty (30) days after the Effective Date, Purchaser shall cause Hill, Ward & Henderson, P.A. as authorized agent for Old Republic National Title Company or Chicago Title Insurance Company ("Title Company") to issue and deliver to Purchaser a title commitment ("Title Commitment") for the Property in the amount of the Purchase Price, accompanied by one copy of all documents affecting the Property and which constitute exceptions to the Title Commitment. No later than forty-five (45) days after the Effective Date, Purchaser shall give Seller a copy of the Title Commitment together with written notice of those exceptions to the Title Commitment that are not acceptable to Purchaser ("Title Objections") and Seller shall have the option to undertake, or not to undertake, to eliminate such exceptions, as set forth below; provided, however, that at Closing, all mortgages and liens of any monetary amount, and any *lis pendens*, must be satisfied or released as to the Property. If Seller undertakes to satisfy the Title Objections, Seller shall, at its sole cost and expense, promptly undertake and use its best efforts to eliminate or modify all unacceptable matters to the satisfaction of Purchaser, within twenty-five (25) days after Purchaser's notice of its objection; provided, however, Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice of its intention to either satisfy the Title Objections within the timeframes provided herein or not. In the event that Seller does not undertake to satisfy the Title Objections or if Seller fails to cure such objection within such twenty-five (25) day period ("Cure Period"), then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller within three (3) business days following the expiration of the Cure Period, and Purchaser shall receive the return of the Deposit and this Agreement shall immediately terminate and Escrow Agent shall immediately deliver the Deposit held by Escrow Agent to Purchaser. In the event Seller fails to notify Purchaser of its intent to cure such title or survey objections within said ten (10) day period, Seller shall be deemed not to have undertaken to cure such title or survey objections. Purchaser shall have the option to extend the Closing, for a period of time mutually agreeable by Seller and Purchaser in writing, to pursue curing any title or survey objections. In the event the expiration of the Cure Period would occur prior to the expiration of the Inspection Period, the parties agree that the Inspection Period shall be extended on a day-for-day basis in order to allow for the full time period of the Cure Period to run.

(b) At the Closing, the Title Commitment shall be marked up to show a current effective date, that all requirements are satisfied, and that all the standard Owner's Policy exceptions to which title is subject are limited to the exceptions not objected to by Purchaser and Section 8(a) (the "Permitted Exceptions"). It is expressly understood and agreed to between the parties that the Property shall be conveyed to Purchaser subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those matters acceptable to Purchaser under Section 8(a).

9. **Survey**. Within sixty (60) days from the Effective Date, Purchaser may obtain at Purchaser's sole cost and expense, a current survey of the Property prepared by a duly licensed land surveyor ("Survey") and provide a copy to Seller. If the Survey discloses any encroachment on the Property and Purchaser notifies Seller by written notice of its objection to same, such encroachments shall be treated as a Title Objection and shall be subject to the rights of the Purchaser and Seller to notice, cure, and termination as provided in Section 8.

10. **Possession of Property**. Sole and exclusive possession of the Property, subject only to the Permitted Exceptions, shall be delivered by Seller to Purchaser at the Closing.

11. **Prorations**. Intentionally deleted.

12. **Expenses**.

(a) Purchaser shall select the title agent and title underwriter for the title policy and, prior to or at Closing, Purchaser shall solely be responsible for the costs of: (i) the title search, (ii) the examination fee, (iii) the title agent's and escrow agent's fees, (iv) settlement and closing fees, (v) the lien search fee, (vi) the Owner's Title Policy, (vii) the recording fee for the Special Warranty Deed, (viii) the documentary stamp taxes to be affixed to the Special Warranty Deed, (ix) the cost of any survey obtained by Purchaser, (x) the costs incurred as a result of Purchaser's inspection of the Property, (xi) Purchaser's financing costs (if any), and (xii) Purchaser's attorneys' fees.

(b) Seller shall only be responsible the costs of: (i) obtaining and recording any corrective instruments, and (ii) Seller's attorneys' fees.

13. **Seller's Warranties and Representations**. Seller hereby makes the following warranties, representations and covenants to Purchaser, which warranties, representations and covenants being made are to the best of Seller's knowledge and shall be renewed by Seller at Closing and shall survive the Closing for a period of one (1) year:

(a) **Marketable Title**. Seller has marketable fee simple title to the Real Property.

(b) **Adverse Information**. To the best of Seller's knowledge, there is no information or knowledge of any judicial or administrative action by adjacent landowners, which would prevent, limit, or impede use and development of the Property for the Intended Use. To the best of Seller's knowledge, there is no action by adjacent landowners upon the Property which would prevent, limit, impede, or render more costly Purchaser's Intended Use of the Property, nor has Seller received written notice of such actions or conditions.

(c) **Compliance with Laws**. There are no violations of any applicable laws, ordinances, regulations, statutes, permits, rules and restrictions pertaining to and affecting the Property.

(d) **Pending Litigation**. There are no legal actions, suits or other legal or administrative proceedings, including condemnation cases and bankruptcy proceedings, pending or to the best of Seller's knowledge, threatened, against the Property, and Seller has no knowledge, without any independent investigation, of any facts which might result in any action, suit or other proceeding against the Property. Any such matters which are disclosed to Purchaser in writing prior to Closing shall be treated as a defect in Title.

(e) **Authority/Status**. The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby, will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Seller or the Property is or may be bound and affected. Seller has the power and has (or has obtained from its shareholders or members, as applicable) authority to enter into, deliver and perform this Agreement, to execute and deliver all documents required hereby, to convey all of its right, title and interest in and to the Property, and to otherwise take all steps necessary in the performance of the duties and obligations of Seller hereunder. Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing, Seller shall provide an affidavit satisfactory to Purchaser confirming such fact.

(f) **Condition of Property**. Seller has not used or operated the Property in any manner for the storage, use, treatment, manufacture or disposal of any hazardous or toxic materials or substances, petroleum products or hydrocarbons, and (i) to Seller's knowledge and belief without implying or imposing any duty of investigation or inquiry the Property, prior to Seller's ownership, had never been used or operated for the storage, use, treatment, manufacture or disposal of any such material or substance; (ii) there is not any investigation, administrative order, litigation or settlement with respect to any such material or substance relating to or affecting the Property; and (iii) Seller has not been served or threatened with any notice from any entity, governmental body or individual claiming any violation of any law pertaining to such materials or substances or requiring compliance with any such law, with respect to the Property. Seller agrees that it will not dispose of or release, or permit the disposal or release of, any hazardous or toxic materials or substances, petroleum products or hydrocarbons on the Property from the Effective Date through the Closing Date.

(g) **Intentionally Deleted**.

(h) **Bankruptcy**. There are no attachments, executions or assignments of the Property for the benefit of creditors and Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the past year nor, nor is Seller currently insolvent.

(i) **Contracts**. Except for this Agreement, Seller is not a party to any leases, options, contracts, franchise agreements or agreements creating rights in favor of any third parties affecting the Property in any manner whatsoever nor shall there be any such leases, options, contracts, franchises or rights of third parties granted by Seller during the term of this Agreement.

(j) **Parties in Possession**. Seller hereby warrants and represents that there are no parties in possession of any portion of the Real Property or anyone other than Seller with any rights to occupy or use the Real Property or any part thereof or any interest therein. There is no legal or equitable interest in the Property owned or claimed by any person or entity other than Seller, except for interests to be terminated at Closing and interests specifically disclosed or permitted therein.

(k) **No Back-Up Contract**. Purchaser is, and during the effectiveness of this Agreement shall be, the sole contract purchaser of the Property, including all surface and mineral estates.

(l) **Assessments**. All assessments against the Property are shown in the official records of the Manatee County; no site or area improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property.

(m) **Survival**. All representations and warranties herein shall be renewed at Closing and shall survive Closing and the delivery of the Special Warranty Deed to the Real Property for a period of one (1) year.

14. **Transaction Documents**. At or prior to Closing, the Seller and Purchaser, as applicable, shall execute the following documents (the "Transaction Documents"):

(a) A Special Warranty Deed from Seller to Purchaser conveying the Real Property subject only to the Permitted Title Exceptions;

(b) A duly executed Closing Statement executed by Seller and Purchaser;

(c) An affidavit from Seller to Purchaser and Title Company setting forth adequate representations to enable Title Company to delete the standard exceptions in the Title Policy including, without limitation, those with respect to contractor's liens, parties in possession, and the gap but expressly excluding taxes for the year of conveyance;

(d) A FIRPTA affidavit to be executed by Seller;

(e) An Assignment and Bill of Sale of Personal Property, if any, and Seller's Rights (the form of which shall be prepared by Purchaser's attorneys and reasonably acceptable in form to Seller's attorneys), from Seller to Purchaser transferring all of Seller's right and interest in and to the Personal Property, if any, free and clear of all encumbrances, liens, and obligations;

(f) A LURA executed by Purchaser and Seller in the form attached hereto as **Exhibit "C"**; and

(g) Such other documents duly executed by Purchaser and/or Seller, as applicable, as are contemplated herein or reasonably required by the title agent to consummate the transaction anticipated by this Agreement, including, without limitation, documentation of good standing and authority to consummate the transaction contemplated by this Agreement.

15. **Condemnation**. If, prior to Closing, Seller receives notice that all or any part of the Real Property is or will be taken by any governmental authority under its power of eminent domain for any purpose, Seller shall immediately notify Purchaser in writing and Purchaser shall have the option to:

(a) Take title to the Real Property at Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Purchaser (or if the Seller has received the award, the Purchase Price shall be reduced by the amount of the award); or

(b) Terminate this Agreement, whereupon the duties and obligations of each of the parties hereto shall end, and Purchaser shall be entitled to an immediate refund of the Deposit, plus any interest thereon.

16. **Risk of Loss**. Until the proceeds of the Closing are disbursed by Escrow Agent or closing agent, the risk of loss or damage by fire, erosion, flood or other casualty with respect to the Property to be conveyed shall remain with Seller. Upon disbursement of the proceeds of Closing by the Escrow Agent or closing agent, the risk of loss shall be assumed by Purchaser. In the event of any loss or damage by casualty to the Property prior to the Closing, Purchaser shall have the option, which Purchaser may exercise in its sole discretion, of either (i) accept the Property "as is" together with all proceeds of insurance, if any, payable as a result of such loss or damage, or (ii) terminate

the Agreement, whereupon the duties and obligations of each of the parties hereto (except those that expressly survive termination of this Agreement) shall end, and the Deposit shall be returned to Purchaser.

17. **Brokers**. Purchaser and Seller each warrant to the other that such party has not engaged any broker or agent in regard to this Agreement.

18. **Default by Seller**. If for any reason Seller fails, neglects, refuses or otherwise defaults in the performance of any covenant contained in this Agreement or breaches any representation or warranty contained in this Agreement, Purchaser, in Purchaser's sole discretion shall: (i) terminate this Agreement by delivering written notice to Seller and Escrow Agent, whereupon Escrow Agent shall promptly (within five (5) days) return the Deposit to Purchaser and the parties hereinafter shall be relieved of all further obligations under this Agreement except for those rights, remedies or obligations that in this Agreement specifically survive termination of this Agreement, or (ii) exercise the right to enforce specific performance of this Agreement. . It is expressly agreed that in the event of termination pursuant to this Section 18, the Deposit shall be returned to Purchaser.

19. **Default by Purchaser**. If for any reason Purchaser fails, neglects or refuses to perform its obligation to purchase the Property as required by this Agreement, Seller shall, as its sole and exclusive remedy, receive the Deposit as liquidated damages on account of Purchaser's breach of this Agreement, whereupon both parties shall thereupon be released of all further obligations and liability under this Agreement except those expressly stated to survive termination of this Agreement. The parties agree that, in the event of Purchaser's default in the performance of its obligation to purchase the Property as required by this Agreement, the damage that would be sustained by Seller would be difficult to ascertain, and accordingly, this provision for liquidated damages is fair and reasonable and not in the nature of a penalty. In no event shall Seller have a right or cause of action against Purchaser for specific performance or any damages, except for Seller's right to receive the Deposit as full and complete liquidated damages.

20. **Notice and Cure**. In the event any party breached the terms and provisions of this Agreement, a non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement; provided however, that neither party shall be required to give notice and opportunity to cure the default of failing to Close on the date required by this Agreement and may immediately seek remedy for such breach. The party who has breached this Agreement shall remedy its breach within thirty (30) days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the thirty (30) day period, in which additional time shall be afforded, provided cure is begun within the thirty (30) day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed ninety (90) days from the receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

21. **Notice**. Any notice, request, demand or other communication required or permitted be given under this Agreement shall be in writing, addressed as follows, and delivered prior to 5:00p.m. EST or as otherwise instructed pursuant to notice given under the terms of this Section, and shall be deemed given or delivered (a) when personally delivered, or (b) three (3) days after mailing by deposit with the United States Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (c) one (l) day after acceptance for delivery by Federal Express or any other nationally recognized overnight delivery service, or (d) upon transmittal by facsimile/telecopy or by e-mail (which may include WORD or PDF attachments) along with confirmed receipt an additional copy sent by U.S. Mail to:

To Seller:
The CRA of the City of Bradenton
Attn: Dr. Jeff Burton
101 Old Main Street
Bradenton, Florida 34205
Phone: 941-932-9400
Email: jeff.burton@bradentonfl.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street W.
Bradenton, Florida 34205
Phone: 941-748-0100
Fax: 941-745-2093
Email: srudacille@blalockwalters.com

To Purchaser:
PHBGF VENTURES, LLC,
Attn: Marshall Gobuty
Address: 35 Watergate Dr., Suite 806
Sarasota, FL 34236
Phone: 941-323-3013
Email: mg@pearlhomesfl.com

With a copy to:
Hill, Ward & Henderson, P.A.
Attn: Jerilyn Reed
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602
Phone: (813) 222-3119
Email: jerilyn.reed@hwhlaw.com

With a further copy to:
Barclay Group
Attn: David Ian Coia
Address: 1211 N. Westshore Boulevard, Suite 801
Tampa, FL 33607
Phone: 727-733-7585
Email: icoia@barclaygroup.com

If to Escrow Agent:
Barnes, Walker, Goethe, Perron, Shea & Robinson, PLLC
Attn:
3119 Manatee Avenue West,
Bradenton, Florida 34205
Phone: (941) 741-8824
Facsimile:
Email:

or at such other addresses, or to the attention of such other person or persons designated by Seller or Purchaser by notice given as herein provided.

22. **Miscellaneous**.

(a) **Further Assurances**. The parties hereto, at the time and from time to time at or after Closing, upon request of Purchaser or of the Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings and consents, as may be reasonably required for: (a) the better assigning, transferring, granting, conveying, assuring and confirming unto the Purchaser all of the applicable Seller's right, title and interest in and to the Property to be conveyed hereunder, and (b) the effective consummation of any other transactions referred to in this Agreement.

(b) **Exhibits**. The exhibits referred to in and attached to this Agreement are hereby incorporated in full in this Agreement by this reference.

(c) **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the parties hereto.

(d) **Florida Contract**. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue of any action concerning this Agreement shall be in the Circuit Court in and for Manatee County, Florida.

(e) **Attorneys' Fees and Costs**. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including, without limitation, those incurred before trial, at trial, and during appellate, and bankruptcy proceedings.

(f) **Waiver of Jury Trial**. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY

CLAIMS), WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, AND REGARDLESS OF WHETHER SUCH CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ARE BASED ON, OR ARISE OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR OTHERWISE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

(g) **Counterparts**. This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed an original, and all of which together shall have the full force and effect of a fully executed agreement between the parties. Copies of executed agreements and other instruments transmitted by telecopy or e-mail (facsimile or PDF) may be relied upon by the parties hereto.

(h) **Assignment**. This Agreement is not assignable by Purchaser without the prior written consent of Seller, which consent shall be held in Seller' sole and absolute discretion. Notwithstanding the foregoing, and with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed, Purchaser may assign its rights and delegate its duties under this Agreement at any time and from time to time to any subsidiary or affiliate of Purchaser (under common ownership or control of Purchaser) upon written notice to Seller (without any requirement of any approval by Seller, including any governmental hearing); provided, however, that Purchaser shall not be released by virtue of such assignment from the obligations and duties of Purchaser under this Agreement and assignee shall be bound by all approval and waivers, actual or deemed, by Purchaser prior to the assignment.

(i) **Construction**. The Section headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation."

(j) **Severability**. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(k) **Extension of Time Periods**. In the event that the last day of any period of time on any date specified in this Agreement shall fall on a weekend or legal holiday, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

(l) **Waiver**. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

(m) **Time of the Essence**. Time is of the essence in respect to this Agreement.

(n) **Legal Representation**. Each party to this Agreement has been represented by counsel in the negotiation and drafting of this Agreement and accordingly, no provision of this Agreement shall be construed against a party due to the fact that it or its counsel drafted, dictated or modified a provision of this Agreement.

(o) **Integration**. This Agreement and any incorporated attachments contain all the agreements between Purchaser and Seller and cannot be modified in any manner other than by agreement signed by Purchaser and Seller.

(p) **Survival**. Seller and Purchaser agree that any and all provisions, terms and conditions of this Agreement which require or provide for the performance or liability of either party hereto shall survive the Closing and delivery of the deed unless otherwise stated specifically in this Agreement.

The parties hereto have set their hands and seals as of the day and year set forth below their respective signatures.

PURCHASER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: BG FRAMEWORK, LLC, a Florida limited liability company, its Member

By: Framework Development, LLC, a Florida limited liability company, as Manager

By: _____
Phillip A. Smith, as Manager

Date of Execution: 9/18/24

By: PEARL HOMES HOLDINGS, LLC, a Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager

Date of Execution: 9/18/24

SELLER:

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, a public body of the state of Florida

By:_____
Print Name:_____
Title:_____

Date of Execution:_____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL 1 (PID: 4408900059):

Lots 1 through 6, Block A, Tyler's Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 221, together with ½ of the alley in said Block A adjacent to each of said Lots, LESS the Right-of-Way for 14th St. W. (US 41) and LESS the portion conveyed to the City of Bradenton in Deed Book 99, Page 498, Public Records of Manatee County, Florida.
PI#4408900059

PARCEL 2 (PID: 4409300052):

Lots 8, 9 AND 12, Block A, TYLER'S ADDITION, and the East 1/2 of vacated alley West of said lands, as per plat thereof recorded in Plat Book 1, page 221, of the Public Records of Manatee County, Florida

PARCEL 3 (PID: 4409900000):

Lots 13 and 16, Block A, LESS the East 10 feet of said lots, Tyler's Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 221, of the Public Records of Manatee County, Florida.

Parcel ID: 4409900000

EXHIBIT "B"

ESCROW CONDITIONS

1. If Closing takes place under this Agreement, then Escrow Agent shall deliver and pay over the Deposit as directed in this Agreement. If this Agreement is terminated or does not close in accordance with the terms hereof, then Escrow Agent shall deliver the Deposit as directed in this Agreement.

2. Upon receipt of any written demand from either Purchaser or Seller claiming the Deposit, Escrow Agent shall promptly give notice with a copy of the demanding party's demand to the non-demanding party. Unless the non-demanding party delivers notice to Escrow Agent objecting to such disbursement within ten (10) business days of such party's receipt of Escrow Agent's notice, Escrow Agent shall deliver the Deposit to the party demanding the same and Escrow Agent shall be fully released and discharged from any further obligations hereunder. In the event the non-demanding party timely files an objection, Escrow Agent shall hold the Deposit in escrow.

3. Escrow Agent is acting as a stakeholder only with respect to the Deposit. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit or as to whom the Deposit is to be delivered, Escrow Agent shall refuse to make any delivery, and shall continue to hold the Deposit in escrow until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the delivery of the Deposit. In the absence of such authorization, Escrow Agent shall hold the Deposit until a final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of the last day for a Closing, then Escrow Agent may commence a proceeding to deposit the Deposit in a court of competent jurisdiction pending such determination. The party determined not to be entitled to the Deposit shall reimburse Escrow Agent for all costs and expenses of such proceeding, including, without limitation, reasonable attorneys' fees and expenses, incurred by Escrow Agent. Upon delivery of the Deposit in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

4. In the event of a conflict between the terms of this Exhibit "B and the terms of the main text of this Agreement, the terms of the main text shall control.

Escrow Agent executes this Exhibit "B" for the purpose of agreeing to comply with this Exhibit "B" receiving the benefits pursuant to this Exhibit "B". Escrow Agent's failure to execute this Exhibit "B" shall not otherwise affect the validity of this Agreement. Escrow Agent may execute this Exhibit "B" after the time the Deposit is received by Escrow Agent. Amendments to the Agreement shall not require Escrow Agent's signature to be enforceable.

Executed by Escrow Agent as of the _____ day of _____, 2024.

ESCROW AGENT:

BARNES, WALKER, GOETHE, PERRON, SHEA
& ROBINSON, PLLC

By:_____
Print Name:_____
Title:_____

EXHIBIT "C"

LURA

LAND USE RESTRICTION AGREEMENT
FOR: PHBGF VENTURES, LLC

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20___, by and between the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton (hereinafter referred to as the "CRA"), and PHBGF Ventures, LLC, a Florida limited liability company (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner has acquired from the CRA the land legally described in Exhibit A (hereinafter, the "Land") for the purpose of constructing a Project (as defined herein) inclusive of workforce multifamily rental housing for low- to moderate-income households, as defined herein; and

WHEREAS, Owner submitted a proposal and presented information to the CRA (collectively the "Proposal"), and was selected for purchase of the Land for the specific purpose of constructing and operating the Project, inclusive of workforce multifamily rental housing, consistent with the terms of such Proposal; and

WHEREAS, the Owner requested, as part of the Proposal, financial incentives from the CRA in order to construct the Land with workforce multifamily rental housing, and the CRA has agreed to provide these financial incentives for this purpose, subject to the provisions of this Agreement; and

WHEREAS, the Owner agreed to comply with certain use restrictions as provided in this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions and Interpretations. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for purpose of this Agreement.

(a) Project: the improvements to be constructed on the Land, which include approximately 114 units of multifamily rental housing, with a minimum of 70% of the units being workforce housing, and the Land and all moveable property and fixtures from time to time attached thereto.

(b) Rental Housing: housing units made available for rental, and not ownership, each of which units shall contain complete living facilities that are to be used other than on a transient basis and facilities that are functionally related and subordinate to the living facilities. The housing units

shall at all times be constructed or substantially rehabilitated and maintained in substantial accordance with applicable building code standards of the City in which they are located.

(c) Workforce Housing: housing for low- to -moderate income households, with rents based on the rent limits applicable to 80 to 120 percent of Area Median Income ("**AMI**"), as posted annually by the Florida Housing Finance Corporation ("**FHFC**") and adjusted based on revised local data for Manatee County.

SECTION 2
REPRESENTATIONS, COVENANTS AND COMMITMENTS

2.1 Residential Workforce Housing Rental Project. The Owner shall develop and maintain during the Term of this Agreement the Project as a multifamily Rental Housing development consisting of approximately one hundred and fourteen (114) dwelling units, with a minimum of 70% of the units being designated and set aside for Workforce Housing. The Project shall be constructed in substantial accordance with the design elevations and/or renderings approved by CRA staff. All dwelling units in the Project shall be Rental Housing available for occupancy at all times in accordance with the terms of this Agreement. The Project shall be required to obtain all necessary permits and approvals for construction, including applicable permits of the City, and nothing contained herein shall be construed as development approval. Upon execution of this Agreement, Owner shall diligently and in good faith pursue all applicable permits for construction of the Project, and upon issuance shall diligently and in good faith pursue and complete construction thereof.

2.2 Certain Owner Commitments and Agreements. At all times during the Term, Owner shall comply and cause the Project to comply with the following commitments, which commitments shall be considered covenants running with the land under State law:

The Project shall be constructed and operated as a Workforce Housing Rental Project. The Project shall contain approximately 114 units of Rental Housing with a minimum of 70% of those units being made affordable to low- or moderate-income households, with rents set by Owner based on the AMI levels and rent limits, not to exceed rent limits of 120% of AMI. The rents for those Workforce Housing units shall be in accordance with the definition of Workforce Housing contained herein, and calculated based on the rent limits posted annually by FHFC by unit type and AMI percentage category. The rents set by Owner for the Project shall be permitted to increase as AMI increases and as adjusted by FHFC, but in no instance shall the rents be set lower than those rent limits set forth in the FHFC rent limits for the calendar year in which this Agreement is recorded.

2.3 CRA Incentives. The Project is approved for Sustainable Redevelopment Incentives, in accordance with the CRA's Sustainable Redevelopment Plan ("Plan"), with the maximum incentive amount being twelve (12%) percent of the value of the taxable Project improvements. The estimated value of the Project is Twenty Million ($20,000,000.00) Dollars, which would result in a maximum total potential incentive of approximately Two Million Four Hundred Thousand ($2,400,000.00) Dollars. However, the factors and procedures described in the Plan will determine the final incentive amount (the "CRA Incentive Payment") and the percentage of the CRA Incentive Payment that will be paid by the CRA each year (the "Annual Payment"). Once the CRA Incentive Payment and Annual Payment figures have been established in accordance with the terms of the Plan, the parties shall execute and record an addendum to this Agreement to memorialize those final terms. Annual

Payments shall commence on the first tax year in which the Project improvements are included as taxable improvements on the tax roll, with such Annual Payments continuing until the CRA Incentive Payment has been paid in full or until the CRA sunsets, whichever occurs first, and unless otherwise modified pursuant to the terms contained in this Agreement.

During the term of this Agreement, the Owner shall be prohibited from making any application for ad valorem tax exemptions on the Land and/or Project improvements. However, should any ad valorem tax exemptions or reductions (collectively, the "Reductions") be applied to the Land and/or Project improvements in any tax year, the Annual Payment and the CRA Incentive Payment shall be reduced in an amount equal to the reduction in ad valorem tax revenues received by the CRA due to the application of said Reductions in such tax year. The preceding sentence shall not be deemed to require Owner to expend any funds, provide any new tests or reports, conduct any new studies, reduce or limit the increase of any Project rents, contest or appeal any adverse decision, or agree to any limitations or restrictions beyond those in the Agreement to obtain the Reductions. Upon Owner's delivery to the CRA of written proof of payment by the Owner of all taxes due and payable for the Project Site, as well as the Annual Report referenced in Section 3 herein, the Annual Payment shall be paid to Owner annually on or before February 28th of each applicable tax year.

Should the Bradenton Code Enforcement Board (the "Board") or Special Magistrate make a finding that a violation of the City's Code exists on the Land and has not been brought into compliance within the time frame as set forth by the Board or Magistrate, then the next Annual Payment due shall be reduced by ten percent (10%), and the CRA Incentive Payment shall be reduced accordingly. If a "repeat violation" finding is entered against the Land by the Board or Magistrate, the CRA shall not be obligated to make any further Annual Payments, and this Section 2.3 shall be null and void.

The cure provisions described in Section 4 herein shall not be applicable to the obligations and timeframes described in this Section 2.3. Should the Owner be in default of other terms under this Agreement as of the scheduled date of the Annual Payments and not cure the default as set forth in Section 4.1 below, the Annual Payment and the CRA Incentive Payment shall be reduced in accordance with Section 4.1(b) below. This remedy is in addition to other remedies described in Section 4 herein.

2.4 Construction Schedule. The Owner shall use Owners' best efforts to commence construction of the Project on or before September 30, 2026, and complete construction of the Project within twenty four (24) months following such commencement, subject to extension for Force Majeure described herein. Should the Owner not commence construction on or before September 30, 2026, subject to extension for Force Majeure described herein, the CRA shall have the option to purchase the Land from the Owner upon commercially reasonable terms, for a purchase price of Five Hundred Thirteen Thousand ($513,000) Dollars, plus the cost of Owner's improvements completed on the Land as of the date of notice of exercising such option. For the purposes of this section, "commencement of construction" shall occur when the Owner has obtained all required site development permits for the Project and commenced earthmoving on the Land in accordance therewith. Should the Owner not receive a Certificate of Occupancy (the "CO") for the Project on or before September 30, 2028 (the "CO Deadline"), subject to extension for Force Majeure described herein, the CRA Incentive Payment shall be reduced by one (1 %) percent, and thereafter shall be reduced by one percent (1 %) at the beginning of each successive month until a Certificate of Occupancy is issued for the Project, with the Annual Payments being reduced accordingly. Provided

further, however, that if application for a CO is filed by the CO Deadline, or prior to the first of a month after the CO Deadline, but the CO is received after the CO Deadline or after the first of that month, as applicable, and no material amendment of the application or material remedial work was required to obtain the CO, the date the CO application was filed shall be considered the date upon which the CO was received. The remedies provided in this Section shall be in addition to those described in Section 4 herein, but the cure provisions of Section 4 shall not be applicable to the obligations and timeframes described in this Section. As additional assurance of performance in accordance with this Section, certain of Owner's principals (owing a direct or indirect ownership in Owner) shall execute a guaranty of completion of construction or construction completion agreement with Owner's mortgage lender, guaranteeing that construction of the Project will be completed. Owner shall provide the CRA with a copy of such agreement within ninety (90) days following the effective date of this Agreement. In the event Owner satisfies the foregoing requirements, including but not lmited to timely commences construction of the Project prior to the aforementioned deadline, Owner shall have the right to request a written acknowledgment from the CRA, confirming that the Owner has satisfied such requirements, including waiving the CRA's option to purchase the Land as set forth above. The CRA agrees to execute such acnkolwedge and waiver, in recordable form, upon written request from Owner or Owner's project lender.

2.5 Prohibited Discrimination. The Owner shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, are also not permitted.

2.6 Successors Bound – Run with the Land. This Agreement and the covenants and conditions contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Land and the Project, and to the CRA for the Term of this Agreement.

2.7 Compliance. The Owner shall comply with all requirements of the City's Comprehensive Plan, all standards and requirements of the City's Land Use Regulations, the Florida Building Code, and shall maintain the Project in compliance with the aforementioned requirements.

2.8 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than a multifamily Rental Housing with workforce housing developed as described herein.

2.9 Burden and Benefit. The CRA and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Project is rendered less valuable thereby. The CRA and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project as a Workforce Housing project.

2.10 Advertisement. The Owner hereby covenants and agrees that it will promptly withdraw from circulation any advertisement published by Owner and determined by the CRA to violate or be inconsistent with this Agreement with respect to promoting Workforce Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated Workforce Housing.

2.11 Maintenance. The Owner shall maintain the Project in a condition consistent with the City's Land Use Regulations and any applicable housing quality standards.

SECTION 3
ADMINISTRATION

3.1 Annual Report. The Owner shall, during the term of this Agreement, provide an Annual Report to the CRA between November 1 and March 31 each year. The Report shall provide the following information regarding each Workforce Housing unit in the Project during the preceding year: (a) the unit number, (b) the number of people living in the unit, (c) the combined income of the people living in the unit, and (d) the monthly rent charged.

3.2 Omission. The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, City, and Federal laws, rules and regulations regarding the Project. In particular, the development and maintenance of the Project shall be governed by the provision of the City's Land Use Regulations. In interpreting any applicable requirements, the more stringent provisions shall apply.

3.3 CRA Review; Audit. The CRA shall have the right to review and audit the records of the Owner relating to the Project to determine compliance with this Agreement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the reasonable satisfaction of the CRA. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Workforce Housing units. During the term of this Agreement, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Project, and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the CRA. The CRA shall provide at least five (5) business days prior written notice before performing such audit or examination.

3.4 Monitoring and Inspection. The Owner shall permit the CRA, or designees, to inspect all records, including but not limited to financial statements pertaining to Workforce Housing units upon reasonable notice and within normal working hours, and shall submit to the CRA the above-referenced documentation as required by the CRA. The Owner also acknowledges that the Land must comply with the City's Land Use Regulations upon completion of the Project and for the duration of the term of this Agreement.

Subject to any notice requirements under any unit leases, the CRA may, from time to time, make or cause to be made inspections of the Workforce Housing units and Land rental records to determine compliance with the conditions specified herein. The CRA shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the CRA's inspection. The CRA may make, or cause to be made, other reasonable entries upon and inspections of the Land and Project, provided that the CRA shall give the Owner (and its property manager, as applicable) reasonable notice prior to any inspection, specifying reasonable cause therefore, related to the CRA's interest in the Project.

The Owner shall comply with restrictions herein regarding the use or occupancy of the Project and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this

Agreement. Owner staff will remain updated and knowledgeable regarding Owner's procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

SECTION 4
ENFORCEMENT AND REMEDIES

4.1 Default. If Owner defaults in the performance of an obligation under this Agreement or a restriction set forth herein, including, but not limited to, overcharging a tenant for rent or renting to a tenant whose income exceeds 120 percent of AMI, and if such default remains uncured for a period of thirty (30) days after written notice thereof, the CRA may terminate all rights of the Owner under this Agreement and may take any other action at law or in equity, or otherwise, as may be deemed most beneficial by the CRA to enforce the obligations of the Owner with respect to the Project, provided, however, that if the default is one that cannot reasonably be cured within thirty (30) days, Owner shall have a reasonable amount of additional time to cure the default, if Owner institutes action to cure the default within the thirty (30) day period, and if Owner then proceeds with reasonable diligence thereafter to cure the default. Such actions at law or in equity, or otherwise, include, without limitation the following:

(a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and

(b) To cause the Owner to pay to the CRA an amount (the "Recoupment Amount") equal to the CRA Incentive Payment provided for any Workforce Housing unit which the Owner has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default. The Recoupment Amount for each Workforce Housing unit not so maintained shall be calculated by dividing the annual CRA Incentive Payment by the number of units in the Project, then dividing by the number of days in the year and multiplying by the number of days the unit was not so maintained.

All fees, costs and expenses of the CRA incurred in taking any action pursuant to this Section 4 shall be the sole responsibility of the Owner, and the Owner, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to the CRA a lien on the Project. The parties acknowledge and agree that the cure provisions of this Section 4 shall not be applicable to the obligations and timeframes described in Sections 2.3 and 2.4 herein.

4.2 Acceptable Cures. Notwithstanding any provisions of this Agreement to the contrary, the CRA agree to the following cures:

(a) If Owner inadvertently enters into, or renews, a lease to a tenant whose income exceeds 120 percent of the AMI, the Owner shall not have to evict or otherwise remove the

tenant as long as Owner does not renew the said lease, which shall be the cure (the "Excessive Income Cure"), provided, however, if the tenant has misrepresented the tenant's or tenant family's combined income, the tenant shall not be allowed to remain in the unit until the expiration of the lease, and Owner shall commence to evict the tenant within sixty (60) days of discovery of the tenant's excessive income and pursue the eviction action diligently.

(b) If the Owner inadvertently overcharges rent to a tenant, Owner may cure this oversight by refunding all excess amount of rents collected over the rent amount agreed upon in this Agreement within sixty (60) days following discovery of the oversight (the "Overcharge Cure").

Notwithstanding the allowance of the preceding cures, Owner shall not be allowed to exercise either the Excessive Income Cure for more than 5 percent of the rented units per year or the Overcharge Cure for more than 5 percent of the rented units per year.

SECTION 5
INDEMNIFICATION

5.1 Indemnification. The Owner hereby covenants and agrees that it shall indemnify, hold harmless and defend the CRA and its directors, officers, members, officials, employees and agents from and against (a) any and all claims arising from any act or omission of the Owner or any of its agents, contractors, servants, employees or licensees in connection with the Project, or arising out of the construction, operation and/or management of the Project; and (b) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon as such fees, costs, expenses or liabilities become due. In the event that any action or proceeding is brought against the CRA, or any of its directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. This provision shall survive the termination of this Agreement. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel with or without the approval and consent of the Owner.

SECTION 6
TERM

6.1 Term. This Agreement shall become effective upon execution hereof by the parties and recordation as provided in Section 7.1 ("Effective Date"), and shall remain in full force and effect until the date that is fifteen (15) years following the issuance of a Certificate of Occupancy for the Project, provided, however, that all rights, benefits, remedies, payments, duties, and obligations of the parties (other than to maintain the Project as Workforce Housing or to limit the amount of the rents) shall survive the termination until all payments, duties, and obligations of the parties under this Agreement have been performed.

SECTION 7
RECORDING AND FILING

7.1 **Recording and Filing.** Within ten (10) days following execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the Public Records of Manatee County, Florida, and shall pay all fees and charges incurred in connection therewith. The original document shall be returned to the CRA within ten (10) days following the receipt of the recorded document.

SECTION 8
INTENTIONALLY DELETED

SECTION 9
INTENTIONALLY DELETED

SECTION 10
GOVERNING LAW

10.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida unless prohibited by law.

SECTION 11
NOTICE AND EFFECT

11.1 **Notice and Effect**. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

OWNER:

PHBGF VENTURES, LLC
1211 N. WESTSHORE BLVD., SUITE 801
TAMPA, FL 33607

WITH A COPY TO:

HILL WARD HENDERSON
ATTN: JERILYN REED
101 E. KENNEDY BLVD., SUITE 3700
TAMPA, FL 33602

CRA:

JEFF BURTON, CRA EXECUTIVE DIRECTOR

CITY OF BRADENTON
101 OLD MAIN STREET
BRADENTON, FL 34205

WITH A COPY TO:

SCOTT E. RUDACILLE, ESQ.
BLALOCK WALTERS, P.A.
802 11TH STREET WEST
BRADENTON, FL 34205

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 No General Obligation. The obligations of the CRA hereunder are subject to annual appropriation of legally available funds by the CRA board, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the CRA's revenues or funds, as may be construed under the laws or the constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the budgeting authority of the CRA Board to make the payments herein provided, nor shall this agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the CRA. Notwithstanding anything contained herein, the CRA reserves the right, in its sole discretion, to pay the obligations contained in this Agreement from any funds legally available for such purpose.

12.2 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the CRA Incentive Payment provided by the CRA pursuant to this Agreement is provided solely to serve the public purpose set forth in Chapter 420, Florida Statutes, to provide Workforce Housing to the community, and the redevelopment purposes described in Chapter 163, Florida Statutes, to eliminate slum and blight, and the CRA assumes no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

12.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, flood, earthquake, war, military or usurped power, sabotage, terrorist acts, civil commotion or failure or disruption of utility services, epidemics or pandemics, other casualty, or acts of God or other like causes beyond the reasonable control of the party obliged to perform, and which reasonably prevents the party seeking relief from being able to perform their obligations under this Agreement (each, a "Force Majeure"). A party adversely affected by a Force Majeure must provide written notice of such to the other party, identifying the Force Majeure and its adverse effect within

fifteen (15) business days following commencement of the Force Majeure condition. If a party suffers a failure to perform or a delay in performance as a result of a Force Majeure, and provides notice thereof in accordance with this Section, that party shall be entitled to a day-for-day extension of the applicable deadline(s) herein for each day of delay.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner and CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement this _____ day of _____, 20____.

PHBGF VENTURES, LLC a Florida limited liability company

By: _____

Name:

Title: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____, _____ for PHBGF Ventures, LLC, a Florida limited liabilty company, on behalf of said company, [_] who is personally known to me or [ ] who has produced _____ as identification this _____ day of _____ 20___.

[Notary Seal]

Notary Public:

Sign: _____
Print:_____
Date:_____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

By: _____

Name: Joshua Cramer

Its: Board Chair

ATTEST: _____

Name: _____

Title: CRA Board Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization by **Joshua Cramer, Chair of the Board of the Community Redevelopment Agency of the City of Bradenton** [_] who is personally known to me or [ ] who has produced _____ as identification this _____ day of _____ 20___.

[Notary Seal]

Notary Public:

Sign: _____
Print: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Parcel 1 (PID 4408900059):
Lots 1 through 6, Block A, Tyler's Subdivision, according to the map or plat thereof recorded in Plat Book 1, Page 221, together with ½ of the alley in said Block A adjacent to each of said Lots, LESS the Right-of-Way for 14th St. W. (US 41) and LESS the portion conveyed to the City of Bradenton in Deed Book 99, Page 498, Public Records of Manatee County, Florida.

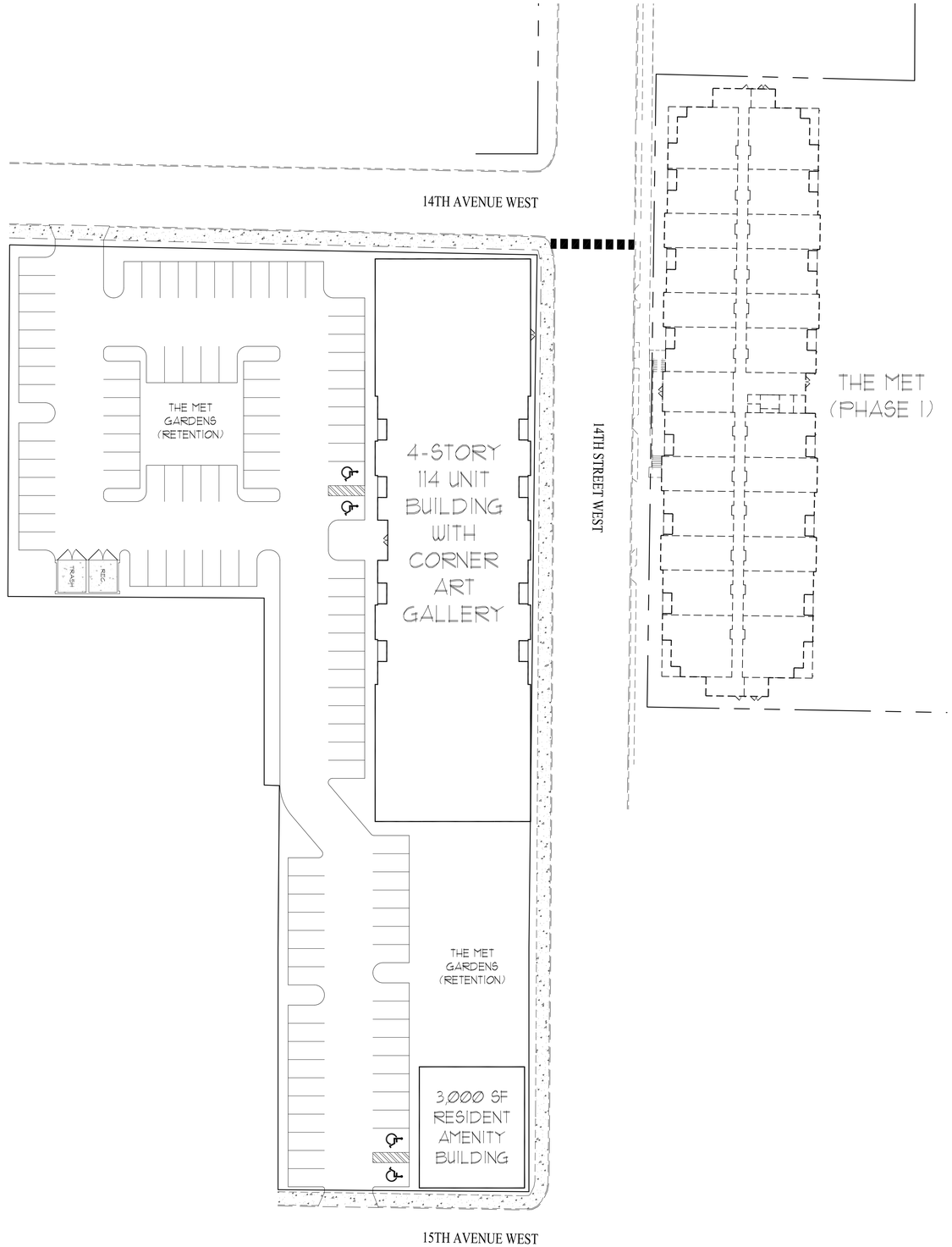
Parcel 2 (PID 4409300052):
Lots 8, 9 AND 12, Block A, TYLER'S ADDITION, and the East ½ of vacated alley West of said lands, as per plat thereof recorded in Plat Book 1, Page 221, of the Public Records of Manatee County, Florida.

Parcel 3 (PID 4409900000):
Lots 13 and 16, Block A, LESS the East 10 feet of said lots, Tyler's Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 221, of the Public Records of Manatee County, Florida.

Location Map for CRA Owned Properties:

PID: 4408900059, 4409300052, and 4409900000





SITE DATA

114 MULTI-FAMILY RENTAL UNITS
2,000 SQ. FT. GROUND FLOOR CORNER ART GALLERY
3,000 SQ. FT. RESIDENT AMENITY BUILDING

ZONING
T4-O (VILLAGE OF THE ARTS OVERLAY)

PARKING

PARKING REQUIRED	114 SPACES (1:1)
PARKING PROVIDED	114 SPACES (1:1)

SITE AREA

TOTAL SITE AREA	1.89 ACRES +/-
SITE DENSITY	60.3 UNITS/ACRE +/-

BUILDING HEIGHT
APT. BLDG: 4 STORIES (3 STORIES BY ZONING/1 STORY BONUS)
AMENITY BLDG: 1 STORY

1 CONCEPTUAL MASSING PLAN
SCALE : 1" = 30' - 0"

CARR ARCHITECTURE & LAND PLANNING
JAMES S. CARR AIA & ASSOCIATES, LLC
11 DALE LANE, MALVERN, PENNSYLVANIA 19355
PHONE (610) 296-5592 WEB www.carraia.com

**©COPYRIGHT 2024 JAMES S. CARR AIA & ASSOCIATES, LLC
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SEAL

DATE	
PROJECT MGR	OO
DRAWN BY	OO/AM/MA
PROJECT NO	24-06

	DESCRIPTION	DATE
1	MISSING STUDY	2024-04-24
2	MISSING STUDY	2024-05-08

TO THE BEST OF THE ARCHITECTS' KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITHIN THE APPLICABLE BUILDING CODES AND LOCAL MUNICIPAL ORDINANCES. ALL DRAWINGS, SPECIFICATIONS, OR WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE WORK OF THIS ARCHITECT AND MAY NOT BE DUPLICATED OR DISCLOSED TO OTHERS WITHOUT WRITTEN CONSENT OF THE ARCHITECT OF RECORD.

THE METROPOLITAN III

14TH STREET WEST, BRADENTON, FLORIDA 34205

DRAWING

AS.1

AGENDA ITEM NO. 5.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **DOWNTOWN CRA**

SUBJECT: CRA Incentives Application from SUNZ II, Property, LLC.

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Move to approve the estimated Sustainable Redevelopment Incentives for SUNZ II Property, LLC.

ATTACHMENTS:
SUNZ II Property - CRA Incentive Application 073124.pdf
SUNZ II Property Cost Benefit Analysis.pdf

CRA INCENTIVES APPLICATION

AGENCY ONLY

Date Received: _____ Incentive ID No._____

CRA District Area:

____ Central ____ Downtown ____ Tamiami Trail

BY EXECUTING THIS APPLICATION, THE APPLICANT UNDERSTANDS THE FOLLOWING ITEMS REQUIRED TO COMPLETE THE INCENTIVES PROCESS.

INCENTIVE ADD ONS:

- ☐ Non-Conforming
- ☑ Demolition
- ☑ Parking
- ☐ Micro-Mobility
- ☐ Development Based Vehicle
- ☐ CPACE
- ☐ Urban Canopy
- ☑ Low Impact Development
- ☐ Flood Plus
- ☑ Infrastructure
- ☐ IBHS Fortified
- ☐ Brownfield NOFA
- ☐ Brownfield SRCO
- ☐ Historic Preservation
- ☐ CPTED
- ☐ Affordable Housing
- ☐ Workforce Housing
- ☐ Public Art

APPLICATION DATE: 07/31/24

APPLICANT/ENTITY NAME: SUNZ Property II, LLC

APPLICANT REPRESENTATIVE (if the applicant is an entity): Glen Distefano, President

PROPERTY IDENTIFICATION NUMBER: Parcel ID:33118.0005/91

PROPERTY ADDRESS: 1201 6th Ave W, Bradenton FL 34205

PROPERTY OWNER: SUNZ Property II, LLC

*If the applicant is not the property owner, a notarized letter from the property owner approving the proposed work or documentation showing the property is currently under contract between the owner and applicant is required (applicant must complete purchase before finalizing the incentives).

ESTIMATED OVERALL INVESTMENT: 2,000,000

ESTIMATED DATE OF PROJECT COMPLETION: 11/1/2024

DESCRIPTION OF PROJECT:

Full remodel and demo of the 1st floor along with exterior improvements. Parking lot to be fully redone to allow for more parking and better traffic flow.

INCENTIVE REQUIREMENTS:

- Work has not commenced before the submittal of a completed application.
- Applicant will comply with state and municipal codes.

REQUIRED DOCUMENTS FOR SUBMISSION:

- Completed Application
- Description of Improvements and Estimated Costs
- Owner Letter (if applicable)
- If applying for Historic Preservation, documentation deeming the site as historic.

REQUIRED DOCUMENTS BEFORE COMMENCEMENT OF INCENTIVES:

- Copy of Deed
- Certificate of Occupancy or Certificate of Completion
- An appraisal of the improvements from a licensed Appraiser.
- Any appropriate certifications or documents for add-ons.

SIGNATURES AND DATE:

APPLICANT — DATE: 7/31/24

CRA EXECUTIVE DIRECTOR — DATE

*Please apply to the Community Redevelopment Agency of the City of Bradenton via email at cra@bradentonfl.gov.

You may also mail or hand deliver a completed application to:

Community Redevelopment Agency, 101 Old Main Street, Bradenton, Florida 34205

SUSTAINABLE DEVELOPMENT	INCENTIVE	AREA	REMODEL/NEW	VALIDATION	PERCENT
ECONOMIC					
	NON-CONFORMING	DT-CC-TT	BOTH	PLANNING DEPARTMENT	1
	DEMOLITION/ EXPLORATORY DEMOLITION	DT-CC-TT	BOTH	BUILDING DEPARTMENT	1
	PARKING	DT-TT	BOTH	PLANNING DEPARTMENT	5
	MICRO-MOBILITY	DT-CC-TT	BOTH	PLANNING DEPARTMENT	3
	DEVELOPMENT BASED FEE VEHICLE	DT-CC-TT	BOTH	PLANNING DEPARTMENT	3
	C-PACE	DT-CC-TT	BOTH	C-PACE	1
ENVIRONMENT					
	URBAN CANOPY	DT-TT	NEW	PLANNING DEPARTMENT	1
	LOW IMPACT DEVELOPMENT	DT-CC-TT	BOTH	PUBLIC WORKS	4
	FLOOD PLUS	DT-CC-TT	REMODEL	BUILDING DEPARTMENT	3
	INFRASTRUCTURE	DT-CC-TT	BOTH	PUBLIC WORKS	5
	IBHS FORTIFIED	DT-CC-TT	REMODEL	BUILDING DEPARTMENT	4
	BROWNFIELD NOFA	DT-CC-TT	BOTH	CRA	1
	BROWNFIELD SRCO	DT-CC-TT	BOTH	CRA	2
SOCIAL					
	HISTORIC PRESERVATION	DT-CC-TT	REMODEL	CRA	5
	CPTED	DT-CC-TT	BOTH	POLICE DEPARTMENT	2
	AFFORDABLE HOUSING	CC	BOTH	HOUSING DEPARTMENT	6
	WORK FORCE HOUSING	DT-CC-TT	BOTH	HOUSING DEPARTMENT	5
	PUBLIC ART	DT-CC-TT	BOTH	CRA	4

VERSTAR
CONSTRUCTION SERVICES LLC

PCCO #002

Verstar Construction Services LLC
5969 CattleRidge Blvd., Suite 200
Sarasota, Florida 34232
Phone: 941 378 3811

Project: 2023039 - Sunz 1st Floor - RENO
1201 6th Ave West - 1st Floor
Bradenton, Florida 34205

Prime Contract Change Order #002: Replace Cast iron Sanitary Lines

TO:	**Sunz Property II , LLC** 1301 6Th Ave. West Bradenton, Florida 34205	**FROM:**	**Verstar Construction Services LLC** 5969 CattleRidge Blvd., Suite 200 Sarasota, Florida 34232
DATE CREATED:	5/02/2024	**CREATED BY:**	Todd Griffie **(Verstar Construction Services LLC)**
CONTRACT STATUS:	*Approved*	**REVISION:**	*0*
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	05/02/2024
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:1st Floor Renovation	**TOTAL AMOUNT:**	$38,823.62

DESCRIPTION:
Replace existing Cast iron sanitary lines from above 1st floor to second floor

ATTACHMENTS:
CONNECT CENTRAL 1ST FL CEILING.xls

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	Replace Cast iron Sanitary Lines		$38,823.62
		Total:	$38,823.62

CHANGE ORDER LINE ITEMS:

PCO # 002: Replace Cast iron Sanitary Lines

#	Budget Code	Description	Amount
1	15-154000.000.Subcontract Plumbing.Subcontract	Cast pipe replacement	$35,618.00
2	26-260010.000.Other Overhead/Profit.Other	GC fee 9%	$3,205.62
		Grand Total:	**$38,823.62**

The original (Contract Sum)	$1,746,824.00
Net change by previously authorized Change Orders	$3,395.35
The contract sum prior to this Change Order was	$1,750,219.35
The *contract sum will be increased by this Change Order in the amount of*	$38,823.62
The new contract sum including this Change Order will be	$1,789,042.97
The contract time will not be changed by this Change Order.	

	Sunz Property II , LLC 1301 6Th Ave. West Bradenton, Florida 34205	**Verstar Construction Services LLC** 5969 CattleRidge Blvd., Suite 200 Sarasota, Florida 34232
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** 5-2-24 **DATE**

AUTHOR: JEFF BURTON

© 2024 Jeff Burton

CRA:	Bradenton
AREA:	Downtown
PROJECT:	Connect Central
BASE DATE	2023
BASE VALUE	$3,947,567.00
CITY BASE	$22,787.73
COUNTY BASE	$24,971.15
ANNUAL GROWTH	104.1%
ESTIMATED REDEVELOPMENT VALUE	$2,000,000.00
INCENTIVE PERCENT	0.65
DEVELOPER REQUESTED PERCENT	12%
ESTIMATED TOTAL	$240,000.00
CITY COUNTY BENEFIT	
CITY BASE GROSS	$387,391.33
COUNTY BASE GROSS	$424,509.54
CITY 5% GROSS	$40,698.31
COUNTY 5% GROSS	$31,228.98
CITY TOTAL GROSS	$428,089.64
COUNTY TOTAL GROSS	$455,738.52
OUTCOME	
CRA GROSS IR	$557,105.57
DEVELOPER INCENTIVE GROSS	$240,000.00
CRA NET IR	$317,105.57
YEARS TO PAYOFF	12

SUSTAINABLE DEVELOPMENT		ALLOWED	EARNED	DT	CC	TT
Economic						
	Non-Conforming	1	0	1	1	1
	Demolition	1	1	1	1	1
	Parking	5	5	5	0	5
	Micro-Mobility	3	0	3	3	3
	ZIPcar	3	0	3	3	3
	C-PACE	1	0	1	1	1
Environment						
	Urban Canopy	1	0	1	0	1
	Low Impact	4	4	4	4	4
	Flood Plus	3	0	3	3	3
	Infrastructure	5	5	5	5	5
	IBHS FORTIFIED	4	0	4	4	4
	NOFA	1	0	1	1	1
	SRCO	2	0	2	2	2
Society						
	Historic	5	0	5	5	5
	CPTED	2	0	2	2	2
	Affordable Housing	6	0	0	6	0
	Workforce Housing	5	0	5	5	5
	Public Art	4	0	4	4	4
TOTAL			0.15	50	50	50

AGENDA ITEM NO. 5.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **DOWNTOWN CRA**

SUBJECT: Application for a Historical Preservation Grant from GGGHG&G Investments

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Move to approve a Historic Preservation Grant from GGGHG&G Investments for the Downtown Professional Building located at 1023 Manatee Avenue West.

ATTACHMENTS:
Grant Application Packet GGGHG&G Investments.pdf

REDEVELOPMENT GRANT APPLICATION

AGENCY ONLY

Date Received: 07.11.2024

Grant ID No. H.P. 2024-101

CRA District Area:

____ Central X Downtown ____ Tamiami Trail

BY EXECUTING THIS APPLICATION, THE APPLICANT UNDERSTANDS THAT THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE GRANT PROCESS AND RECEIVE THE FUNDS.

GRANT TYPE:

- ☐ Redevelopment
- ☐ CPACE
- ☐ Land Use
- ☐ Zoning
- ☐ Micro-Mobility
- ☐ Windows, Doors, or Roof
- ☐ Urban Tree Canopy
- ☐ Brownfield
- ☑ Historic Preservation
- ☐ Tourist Tax Match
- ☐ Coastal Tourism
- ☐ CPTED
- ☐ Income Based Housing Repair
- ☐ RPACE
- ☐ Flood
- ☐ Public Art

APPLICATION DATE: 7.1.2024

APPLICANT/ENTITY NAME: GGGHG&G INVESTMENTS

APPLICANT REPRESENTATIVE (if applicant is entity): JEB MULOCK

PROPERTY IDENTIFICATION NUMBER: 650058697

PROPERTY ADDRESS: 1023 MANATEE AVENUE WEST, BRADENTON, FL 34205

PROPERTY OWNER: GGGHG&G INVESTMENTS

*If applicant is not the property owner, a notarized letter from the property owner approving the proposed work is required.

ESTIMATED OVERALL INVESTMENT: $1,350,000.00

TOTAL FUNDING REQUESTED: $675,000

DESCRIPTION OF PROJECT:

DESCRIPTION ATTACHED

REDEVELOPMENT GRANT REQUIREMENTS:

- Work has not commenced prior to the submittal of a completed application.
- A similar grant has not been awarded and completed within the past two years.
- Applicant will comply with state and municipal codes.
- Applicant is not an ineligible use listed in Section 4.12.

REQUIRED DOCUMENTS FOR SUBMITTING:

- Completed Application
- Description of Improvements and Estimated Costs (please see attached example)
- Owner Letter (if applicable)
- If applying for a Historic Preservation Grant, documentation deeming the site as historic.
- If applying for a Coastal Tourism Grant, documentation of the minimum tourism metric of 35,000 visitors annually.

REQUIRED DOCUMENTS FOR REIMBURSEMENT:

- Certificate of Occupancy or Certificate of Completion.
- An appraisal of the improvements from a licensed Appraiser.

SIGNATURES AND DATE:

APPLICANT

7/11/2024

DATE

CRA EXECUTIVE DIRECTOR

DATE

*Please submit application to the Community Redevelopment Agency of the City of Bradenton via email at cra@bradentonfl.gov.

You may also mail or hand deliver a completed application to:

Community Redevelopment Agency, 101 Old Main Street, Bradenton, Florida 34205

DOWNTOWN
PROFESSIONAL BUILDING



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CONCLUSION

HISTORY

1925

- Construction begins on The Professional Building: designed by Architects J. H. Johnson of Bradenton and M. Leo Elliot of Tampa, G.A Miller of Tampa, is the "constructor" or general contractor; Updegraff Lumber Company of Bradenton provides much of the necessary lumber, while Office Equipment Company, also of Bradenton, provides the furnishings "from Pins to Safe."

1926

- The Professional Building opens its doors on February 22, 1926 as The Bradenton Bank and Trust Building with almost 90% occupancy. One of its first tenants is Worth Henson and the home office of the Henson Accounting Service. It is the tallest commercial building in Manatee County.

1929

- The Bradenton Bank and Trust fails just three years after opening its doors, a result of the Great Depression. The ground floor becomes retail space and the upper floors begin to be occupied by various professional offices, but the building, like much of the region struggles through the Great Depression.

1930

- Holland Cafeteria opens on the first floor. The cafeteria adds ceilings and walls to the first floor.

1940's

- Government Rationing Offices, issuing gasoline and food coupons, open operations on the first floor, after additional renovations.

1947

- Sharp's Drug Store renovates the first floor, including the addition of an art-deco style overhang facing the north and west. The ionic columns in the front entrance and six of the eight arched windows on the west side are removed.

1950's

- The upper floors continue to be occupied by doctors, dentists, lawyers, accountants and other professional offices, at full capacity, leading to the building often being referred to as, "the professional building downtown." Each tenant owns a share of ownership in the building.

1983

- William B. King, DDS and his partners sell The Professional Building to members of the law firm, Grimes, Goebel, Parry, Blue, Boylston & McGuire. The law firm has grown to become the building's principal tenant, filling floors five and six.

1983

- Sharp's Drug Store moves from the first floor of The Professional Building to a building a block away.
- Mike Carter Construction renovates the first floor to its original condition, including removing many layers of ceilings and walls added over the years, replacing the six arched windows that had been removed and reconstructing the ionic columns in the front entrance.

1986

- The Professional Building loses its designation as the tallest commercial building in Manatee County when the 12-story Bradenton Financial Center opens its doors.

1989

- Manatee County Clerk of the Court becomes the building's principal tenant, eventually filling four full floors of The Professional Building.

1990's

- The law firm now known as Grimes Goebel Grimes Hawkins Gladfelter & Galvano, PL moves from upper floors to the first floor, which originally housed The Bradenton Bank and Trust.

1997

- The movie, Palmetto, starring Woody Harrelson, Elisabeth Shue, Gina Gershon, Michael Rapaport and Chloe Sevigny is filmed in Southwest Florida. Scenes featuring Woody Harrelson and Tom Wright are filmed on the second floor of The Professional Building, standing in for for the DA's office in the courthouse, although the exterior shots were filmed elsewhere.

2002

- Former State Representative Bill Galvano opens his Florida House of Representatives, 68th District office on the seventh floor of The Professional Building.

2012

- State Senator Bill Galvano opens his Florida Senate, 26th District office on the second floor.

GOALS & OBJECTIVES

GGGHG&G Investments is proud to present a comprehensive grant proposal for the restoration of our historic building. We are committed to enhancing its safety, functionality, and aesthetic appeal for the benefit of our Downtown, The City of Bradenton, our existing and future employees and future generations.

Our restoration project encompasses a range of projects which require attention to preserve the architectural integrity of our historic building. From structural repairs to aesthetic enhancements, each aspect of the projects are carefully designed to ensure the long-term sustainability of our facility.

The scope of our restoration project includes window replacement, roofing repair and replacement, tuckpointing, and staircase replacement. We will be partnering with tradesmen local to this area who share our commitment to preserving history and enhancing communities. Together, we are dedicated to executing these projects and ensuring the successful restoration of our iconic downtown historic building.

As we begin these projects to restore our historic building, GGGHG&G Investments remains committed to preserving its legacy and contributing to the vibrancy of our community. We are grateful for the opportunity to present this grant proposal and look forward to collaborating with the CRA to bring economic stimulus to the local area and contribute to enhancing the strength of our downtown vibrancy.

For more information or inquiries about our grant proposal, please contact Lexi Dann, Human Resources/Building Manager at GGGHG&G investments, 941-748-8080 EXT 114, lexid@znseng.com.

TIMELINE			
TASKS	**BUDGET**	**START**	**END**
PHASE 1 ROOFING			
Roofing Assessment	-	8.15.2024	-
Total Project Cost	$300,000.00	ASAP	-
CRA Grant Request	$150,000.00	9.27.2024	11.1.2024
PHASE 2 WINDOWS(TOP)			
Window Assessment	-	Completed	-
Total Project Cost	$300,000.00	ASAP	-
CRA Grant Request	$150,000.00	9.27.2024	7.1.2025
PHASE 3 WINDOWS(LOWER)			
Window Assessment	-	Completed	-
Total Project Cost	$300,000.00	ASAP	-
CRA Grant Request	$150,000.00	9.27.2024	7.1.2026
PHASE 2&3 Total	$600,000.00		
PHASE 4 TUCK POINTING			
Tuck Pointing Assessment	-	ASAP	-
Total Project Cost	$175,000.00	ASAP	-
CRA Grant Request	$87,500.00	9.27.2024	7.1.2027
PHASE 4 Total	$175,000.00		
PHASE 5 STAIR CASE			
Staircase Assessment	-	Completed	-
Total Project Cost	$275,000.00	ASAP	-
CRA Grant Request	$137,500.00	9.27.2024	7.1.2028
PHASE 5 Total	$275,000.00		
OVERALL TOTAL	$1,350,000.00		
CRA GRANT TOTAL	$675,000.00		

PHASE ONE ROOFING

Issue Description

The current flat roof of our building has experienced a variety of leaking issues over time. Soft spots have developed due to prolonged exposure to the elements, as well as the weight and placement of AC units and electrical wiring. Furthermore, adverse conditions have contributed to the overall deterioration of the roof surface. As a result, it is important that we address these issues promptly to prevent further damage and ensure the long-term viability of our building.

Proposed Solution

We will hire a professionally licensed company to conduct a comprehensive assessment of the entire flat roof surface to identify all issues that need to be addressed, and implement repairs. We will apply protective coatings or sealants to prevent future corrosion and maintain the overall integrity of the roof. Additionally, we will install protective coatings or membranes to enhance durability and weather resistance, ensuring proper drainage systems are in place to prevent water accumulation and mitigate future damage.

PHASE TWO WINDOWS (TOP FLOORS)

Issue Description

Over the years the original windows of our building have developed leaks, resulting in interior damage, and compromising energy efficiency.

Proposed Solution

Phase One of our window replacement project entails replacement of existing windows on the top three floors of our building with new energy efficient and impact rated windows. The top three floors are where the majority of the water intrusion related damage has been observed during storms. A comprehensive assessment and engineering design of each window has been completed. The plans are ready to be submitted to the City for permit approval. The scope includes complete removal of the existing windows and window supports down to the brick wall and replacing all structural mounting components and finally attaching the new windows to the building.

Additionally, we will ensure proper sealing and insulation around each window to prevent future leaks and improve overall energy efficiency. Our goal with Phase One is to address the most critical areas.

PHASE THREE WINDOWS (LOWER FLOORS)

Issue Description

Similarly to the upper floor windows, the original lower windows of our building have developed leaks during heavy storm events, resulting in interior damage, and compromising energy efficiency.

Proposed Solution

Phase Two of our window replacement project will concentrate on the bottom floors of our building. This phase involves replacing the remaining bottom floor's existing windows with new modern, impact rated and highly efficient windows to improve the buildings energy efficency and aesthetics. Our team will conduct a thorough inspection of the current windows, followed by careful removal and installation of the new windows.

Throughout the process, we will prioritize proper sealing and insulation to enhance energy efficiency. Our goal with Phase Two is to complete the window replacement project, further enhancing the comfort and sustainability of our building.

PHASE FOUR TUCK POINTING

Issue Description

Our building's brickwork has been adversely affected by wind and rain infiltration, leading to mortar deterioration which compromises the aesthetics of our buildings interior walls.

Proposed Solution

We have hired a local professional to asses the exterior of the entire building. They have provided us a thorough estimate and assessment. With the grant funds we will implement tuck pointing techniques to repair mortar joints, restore the integrity of the brickwork, and preserve and enhance the historic charm of our building.

PHASE FIVE STAIRCASE

Issue Description

The original metal outdoor staircase shows signs of rust and has had to be repaired multiple times over the years. The deterioration of the staircase and constant repairs have convinced us that it should considered for total replacement or significant renovation.

Proposed Solution

We will replace or renovate the staircase with a durable, corrosion-resistant material like galvanized steel or aluminum. The new design will comply with safety regulations and include protective coatings to ensure longevity and minimal maintenance.

CONCLUSION

In conclusion, we understand and appreciate the significance of preserving and enhancing our historic building and the Cities downtown. Throughout the years, our facility has played a pivotal role in shaping the downtown city center. As proud members of the Bradenton community we are dedicated to its continued prosperity.

By addressing the critical areas outlined in our proposal, we are not only ensuring the enhancement, safety and functionality of our facility but also honoring its legacy and importance in Bradenton's history. We believe that these improvements will not only benefit our organization but also contribute to the overall well being and vitality of the city as well as increase the tax base which will ensure a healthy return on investment for the City.

We are grateful for your consideration and support of our grant proposal, and we are excited about the opportunity to collaborate with you to bring these vital improvements to fruition. Together, we can uphold the legacy of our historic building and continue to make a positive impact on the City of Bradenton for generations.

AGENDA ITEM NO. 6.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: September 26, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Presentation

AGENDA SECTION: **CENTRAL CRA**

SUBJECT: Love Park Revitalization Conceptual Design

SUGGESTED ACTION:

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Based on the CCRA CAC recommendations, this item presents the proposed Love Park improvements to the CRA Board.

FINANCIAL IMPACT:
None.

SUGGESTED MOTION:
Move to direct staff to complete conceptual Love Park improvements and proceed with construction designs.

ATTACHMENTS: