AGENDA
BRADENTON COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
2:00 p.m. Wednesday, November 12, 2025
COUNCIL CHAMBERS - 101 OLD MAIN STREET

Community Redevelopment Agency Monthly Board Meeting

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: October 8, 2025, Community Redevelopment Meeting Minutes.
10-08-2025 CRA Meeting Minutes.pdf

b) Community Redevelopment Agency: Adjustments to the CRA Sustainable Redevelopment Grant Program
2025 Grant Packet with Fillable Application (Revised 111225).pdf

c) Community Redevelopment Agency: Resolution CRA BA 25-04 Budget Adjustment for Fund 131 (Central CRA District)
Resolution CRA BA 25-04.pdf

d) Community Redevelopment Agency: Resolution CRA BA 25-05 Budget Adjustment for Fund 132 (Downtown CRA District)
Resolution CRA BA 25-05.pdf

e) Community Redevelopment Agency: Sixth Amendment and Restatement to Ground Lease and Developer Agreement with Opportunity Fund Florida, LLC.
Opportunity Fund Florida - CRA Lease - 6th Amendment and Restatement of Lease.pdf
Opportunity Fund Florida - Development Agreement for Sixth Amendment.pdf

f) Community Redevelopment Agency: Disposition of CRA Owned Property located at 636 10th Avenue E.

5. OTHER DISCUSSION / NEW BUSINESS

Project Updates

6. 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
941-932-9400
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: November 12, 2025

SUBMITTED BY: Karen Kyser, Community Redevelopment Agency

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: October 8, 2025, Community Redevelopment Meeting Minutes.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
October 8, 2025, Community Redevelopment Meeting Minutes.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Approve

ATTACHMENTS:
10-08-2025 CRA Meeting Minutes.pdf

CITY OF BRADENTON
COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
City Hall Council Chamber
101 Old Main Street
Bradenton, FL 34205

Minutes
October 8, 2025

In Attendance Chair Jayne Kocher, Vice Chair Pam Coachman, Board Member Lisa Gonzalez Moore, Board Member Marianne Barnebey, Board Member Kemp Schuessler
CRA Staff: - Jeff Burton, CRA Executive Director, Chris Munyon CRA Manager, Karen Kyser, Program Administrator, Todd Campbell, CRA Coordinator, and Scott Rudacille, CRA Attorney

1. **MEETING CALL TO ORDER –** Chair Jayne Kocher

   Meeting was called to order by Chair Kocher at 2:02 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **CITIZEN COMMENTS**

   None

4. **CONSENT AGENDA**

   a. **Redevelopment Grant Application from Downtown Samad LLC. for a property located at 420 9th Avenue West**

   b. **2026 Community Redevelopment Agency Board Regular Meeting Dates**

   c. **Community Redevelopment Agency Meeting Minutes of September 20, 2025**

   d. **Second Amendment to Agreement for Commission of Public Artwork-Singing River**

   e. **Extension to Vacant Land Contract for Property at 612 13th Avenue West**

Vice Chair Coachman made a motion to approve the Consent Agenda Items 4a – 4e. Board Member Barnebey seconded, and the motion passed unanimously 5-0.

5. **TAMIAMI TRAIL CRA**

   a. **Commercial Property Purchase Contract with Louis J. M. Bellemare, for a property located at 1509 10th St. West**

Mr. Jeff Burton introduced Todd Campbell, CRA Coordinator, to discuss the Contract. Using visual aids, Mr. Campbell explained benefits of Purchasing the property located at 1509 10th St. West. He stated the stats of the property including the purchase price of $1.2 million with an additional escrow deposit of $25,000. He added the staff has been provided an appraisal performed within the last 12 months showing an appraised value of $1.5 million, and added staff believes the acquisition of this property would propel the CRA's goal of removing blight from the Tamiami Trail CRA, while also aligning with and enhancing the City's development of parks. Staff was asking the Board to approve the Commercial Purchase Contract with Louis J.M. Bellemare for the property located at 1509 10th St. West and authorize the CRA Chair to execute any documents necessary to close the transaction.

Chair Kocher asked about any potential legal problems with all the crossing out in the contract. Mr. Campbell stated legal wrote the contract for the staff.

Vice Chair Coachman made a motion to support the Commercial Property Purchase Contract with Louis J. M. Bellemare for the property located at 1509 10th St. West and authorize the CRA Chair to execute any documents necessary to close the transaction. Board Member Barnebey seconded, and the motion passed unanimously 5-0.

Mr. Burton explained that staff researches the benefits of purchasing of property. He added information about the history of the property in the contract. He stated staff has discussed the future potential of the site and was applying for EPA Assessment Grants for Brownfields, part of which would be used for redevelopment planning. Mr. Burton stated staff would be working with Mr. Rudacille to make sure everything is exactly the way it should be prior to purchase, and staff would be returning to the Board regarding removal of the older buildings and preparation for future redevelopment.

Mr. Burton discussed a proposal from the University of South Florida for the downtown Main Street regarding using graduate students for "rethinking Main Street, transform it into something, to elevate it." He explained this would also include looking at the Main Street Program which is a state program based on a federal program that uses a 4-prong strategy to enhance Main Streets across the nation. Mr. Burton stated, with the Board's permission, he would like to pass this on to Mr. Rudacille and bring it back to the Board at a future CRA meeting.

Chair Kocher stated she recalled using the USF students for the Riverwalk, and it was like a breath of fresh air in the process because it brought in a youthful aspect. She also added there are a lot of different planning processes going on. Mr. Burton explained that there are benefits to these processes and they are well researched.

Board Member Moore asked about the EDC's visioning thing that would select three areas, and she was very happy with the selection of the medical/historic Manatee and the entertainment area, and downtown. She stated she would have chosen the Ware's Creek area as the third one. Board Member Moore asked for clarification of the projects. Mr. Burton explained the benefit of having these in the works when the CRA ends, the businesses take it over and they become the ones who make the decisions.

Mr. Burton stated he would connect with IT to make sure all the links with Board Members, the Mayor and Mr. Perry were functioning properly to receive all the updates.

6. OTHER DISCUSSION/ NEW BUSINESS

Mr. Burton stated that staff would be putting Love Park out to bid. He explained that doing a gross final price project did not work out with how staff put together the plan. He added staff was in contact with the Love family and would be inviting them to a Public Art Board meeting, in addition discussing who Clarence Love was and what his sayings were and what his ideas and visions were, etc. Then staff would put out a call to artists with results to be brought back to the Board and the Love family for review and approval.

Mr. Chris Munyon discussed the property on 9th Avenue's appraisal which came back as $1.4 million which was above what was negotiated, and staff was moving forward on that. Chair Kocher asked when the due diligence period on the property was expiring, and Mr. Munyon informed it was up at the end of October.

Chair Kocher stated she felt the Board needed to have a discussion regarding the land purchases. She felt that the appraisal lacked information about what approach they used. Mr. Munyon stated he would supply the full appraisal and that it was based on the land value.

Board Member Schuessler agreed stating the appraisal stated commercial and it was unclear if they were comparing apples to apples with commercial versus residential. Mr. Munyon stated they were based on the zoning which was UCC. Mr. Burton stated that the Board had approved the course pending due diligence, so to reverse course it would require a motion to rescind the vote.

Board Member Barnebey asked for the purchase price. Mr. Munyon replied $900,000 and the other one was $750,000 for 15 parcels.

Mr. Burton stated staff was putting together an introduction to explain the moving parts of this purchase regarding: sustainable homes, interactions, all

the partners involved, and how to make a home like this affordable the work force population. He added he was working on a financial analysis, a cost/benefit analysis of buying this property and putting homes on the property and what that means to the CRA as far as what they put into it versus at the end of the CRA.

Chair Kocher stated that she had some reservations and that she would like to have what Mr. Burton just described before the Board moves ahead and spends $1.5 million and take these properties out of the tax revenue. Chair Kocher added that she does not want to immediately put it into a land trust because once they are in a land trust, then they are stuck in a land trust. She expressed further concerns regarding marketability, and location.

Vice Chair Coachman stated she understood those concerns, but a large portion of the work force at her school cannot afford to live in Manatee County, and if something like this plan was in the location that it is, they would take that on. She stated she feels there are more people as well and would not want the door to be closed on the project. Chair Kocher responded stating that she would have liked to have done some of the *(inaudible)* lots before committing to buying the larger tracts. Chair Kocher also expressed concern regarding the final cost of the homes considering the potential expenses to build them. Mr. Campbell stated that it is too soon to tell if the smaller homes are wanted, but that type of project does build community.

Discussion continued regarding the cost, benefits, and concerns of this type of community including SEPTED, open spaces, prototypes, hurricanes, insurance for the homes, overall affordability, and the changing needs of people.

Mr. Burton stated that everything else is going on exactly as planned on the Rogers Redevelopment site including the prototype homes have gone through Planning, insurance engineers will be reviewing the plans, and a possible new turn lane. He added that he told the developer, “Do not slow us down.”

Mr. Burton also discussed the existing home which the CRA purchased that was a Police Department substation stating it was about 60% completed, the existing CRA lot that the Board allowed staff to put up for sale and the shuffleboard court sale are both out for advertisement for the thirty days on the 17th of September. He stated the shuffleboard court will be placed into a Brownfield area. The site that the CRA has sold under contract will be closing on the Brownfield. It has been validated by the state program so staff is waiting on financing from the developer.

Mr. Burton stated staff is talking with the city about a fourth CRA that was mentioned before and it requires a slum and blight study, but before that a

surveyor is required to consolidate the map. The CRA cannot fund the new CRA because it is against state law, and that requires a discussion with the City. Mr. Burton also cautioned that the State Legislature was coming around again, and whatever the CRA wants to do, it needs to be done promptly.

Board Member Barnebey spoke with Lieutenant Bordin who has taken over for Lieutenant Hays and Sergeant Pilant explaining that the Board has pretty high expectations for that section of the Police Department. Lieutenant Bordin understood and was grateful for the introduction stating if the Board needed anything to feel free to reach out him. Vice Chair Coachman added she felt he was meeting all expectations.

Chair Kocher asked about the new year's schedule for the CRA meetings and requested not having the meetings held the same day as the City Council meetings. Vice Chair Coachman stated changing it would require a staff change at her work, but she will go with the Board's decision. Mr. Munyon stated that if the CRA meets on a different day, they would have to look at conflicts with other committee meetings and planning commission, etc.

Mr. Burton stated that the FRA awarded the CRA an award for new redevelopment which would be presented to staff at the conference, and for the Astoria on 9th. He suggested presenting Randy Iaboni's marketing analysis under planning because no one else is doing that. He added they would keep pushing on that momentum.

Board Member Moore asked if one-on-one meetings with Mr. Iaboni were still possible. Mr. Burton stated they were, but Mr. Iaboni was indisposed at present. Board Member Moore stated she would like to have the CRA overlap the notion of having a targeted focus on the areas the EDC is focusing on for possible opportunities. Mr. Burton suggested focusing on priority uses that the city and the CRA want and how to go about supercharging themselves to attract the private sector.

Mr. Burton stated someone for the Old Miller's Market was at the meeting earlier, and they are estimating to spend $1.3 to improve the façade, electrical, etc. which was all in a package passed out to the board members. He added it was a redevelopment grant for $50,000. The CRA had a previous agreement with them which was nullified, and they have been put into the new system and they have a year to comply with procedures and provide an appraisal.

Mayor Brown spoke briefly stating how City Council and the CRA would continue to work together. He added with the development throughout the area and the old 13th Avenue property, a turn lane is very important to

continue the growth in that area and mitigate traffic that will incur with new developments there.

7. ADJOURN

Chair Kocher adjourned the meeting at 3:04 p.m.

This is not a verbatim record.

AGENDA ITEM NO. 4.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Todd Campbell, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Adjustments to the CRA Sustainable Redevelopment Grant Program

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA staff proposes the following amendments to the Sustainable Redevelopment Grant Program:

3.2.1 Combining the following grants- Windows, Doors, Roof, & Driveway; Unchained Fence; and Income Based Housing Repair- into a single grant renamed Residential Redevelopment Grant. This grant also includes the addition of whole-house plumbing replacement and whole-home electrical system rewiring, including upgrades to the main electric panel, as allowable work under the grant program. Language is added that allows the CRA to accept income verification from the City of Bradenton Housing Community Development Department (COB HCD). The requirement for an appraisal will be waived for projects that receive funding from COB HCD. Removed language that required Income Based Housing Repair applicants to engage Code Enforcement to identify Code issues prior to applying for a grant.

3.3.5 Adding language that indicates the Tourist Tax Match Grant is suspended.

4.10.2 Addition of Residential Redevelopment.

5.1.11 Adding language to clarify the conditions under which applicants may reapply for the same type of grant.

5.1.12 Adding language that allows the CRA to administratively approve a one-time extension of up to 90 days.

5.2.1 Addition of Residential Redevelopment and removal of the following individual grants: Windows, Doors, Roof, & Driveway; Income-Based Housing Repair; and Unchained Fence.

6.2 Addition of Residential Redevelopment and removal of Windows, Doors, Roof, & Driveway; Income Based Housing Repair; and Unchained Fence.

Addition of language that indicates the Tourist Tax Match is suspended.

7.2.2 Addition of Residential Redevelopment

7.2.2.2 Addition of language indicating that the appraisal requirement is waived for applicants receiving COB HCD matching funds.

FINANCIAL IMPACT:
No added Budget financial impacts

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

ATTACHMENTS:
2025 Grant Packet with Fillable Application (Revised 111225).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
11-12-2025

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Jayne Kocher

VICE-CHAIR
Pam Coachman

BOARD OF COMMISSIONERS
Marianne Barnebey
Kemp Schuessler
Lisa Gonzalez Moore

LEGAL
Scott Rudacille, Esq.
Marisa J. Powers, Esq.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Todd Campbell, FRA-RP







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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.

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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")

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]

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

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)

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]

1.14. Deteriorated

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

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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
13 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)

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]

1.24. Occupant
See Tenant.

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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

1.25. 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]

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]

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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)
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL

1.32. Sustainable Economic Development

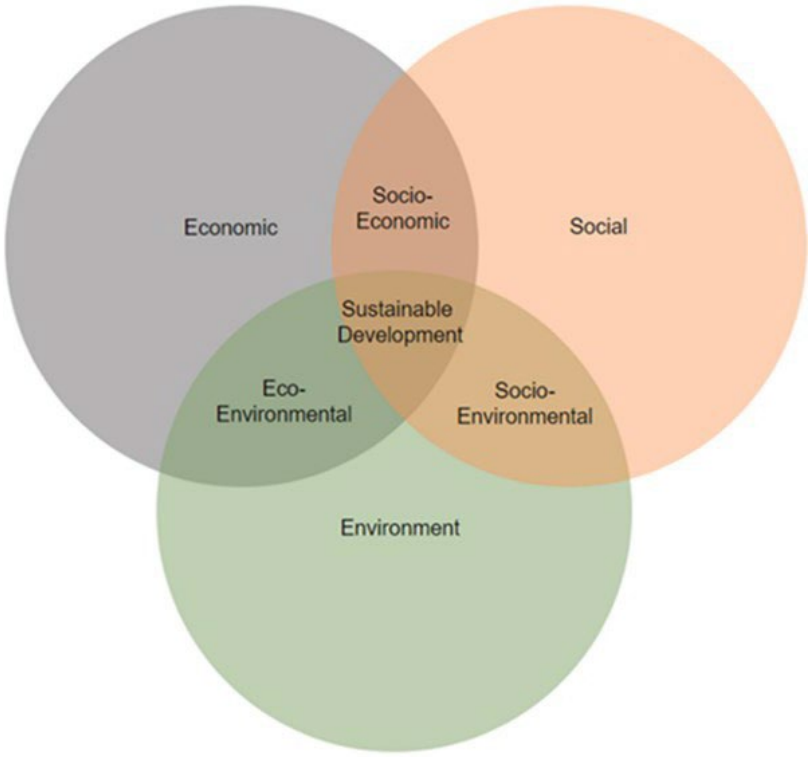
A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[30] See *Sustainable Economic Development* Venn Diagram.

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

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.

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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

3.2 Environmental

3.2.1 Residential Redevelopment Grant

The Residential Redevelopment Grant offers assistance to homeowners for various property enhancements. The grant covers upgrades to an existing home's roof, windows, doors, driveway, whole house plumbing replacement, whole home electrical system rewire, upgrades to main electric panel, and the replacement of existing street-side chain link fencing.

To enhance a home's resilience against natural disasters, all replacement windows and doors must be impact-rated, and new roofing material must be metal. Driveway improvements must be made using pavers or decorative concrete.

The program supports removing existing chain link fencing located street-side and installing a new, more durable and attractive product in its place. Approved fencing materials must be either PVC or Aluminum, with color choice of Black, Brown, White, Neutral, or Green.

This grant also assists low- to moderate-income homeowners with repairs. To qualify an applicants household income is checked against an affordability standard to determine eligibility. The CRA will accept income verification from the COB HCD.

Furthermore, the Residential Redevelopment Grant can serve as matching funds for projects that are supported by the COB HCD. Applicants receiving funding from the COB HCD are not required to provide an appraisal for reimbursement.

3.2.2 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]

3.2.3 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]

3.2.4 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]

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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.
42 REDEVELOPMENT PLAN 2. 2. 2. 1. 2. 4
43 RED EV ELO PM ENT PLAN 2. 2. 2. 2. 1. 3, 3. 2. 2. 4 AND 4. 3. 2. 1. 5.
44 RED EV ELO PM ENT PLAN 2. 2. 1. 1. 5 AND 4. 3. 2. 3.

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]

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- SUSPENDED

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 and supports Micro-Mobility policies including an Urban Transit Circulator. 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 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. [55]

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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 3.2.1.1.5
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
52 REDEVELOPMENT PLAN 2.2.2.2.10
53 REDEVELOPMENT PLAN 4.3.1.1.2 AND 4.3.1.1.3
54 REDEVELOPMENT PLAN 2.2.2.2.5, 2.3.3.1.2, AND 2.3.4.3
55 REDEVELOPMENT PLAN 4.3.2.1.5, 4.3.2.1.13, AND 4.3.2.1.14

3.3.8 City Special Grant

This grant assists the city with development activities allowed within the Redevelopment Plan.

3.3.9 Sound Mitigation

This grant provides financial assistance to commercial property owners for the implementation of sound mitigation measures aimed at reducing noise emissions.

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 year.
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.
4.8 Grants cannot be used to acquire property.
4.9 The Bradenton Police Department must approve the CPTED "Private Eye" grant eligibility.
4.10 The following grants require an existing permitted structure:

- 4.10.1 Redevelopment
- 4.10.2 Residential Redevelopment
- 4.10.3 Flood

4.11 The Flood Grant requires the new construction of a detached single-family dwelling.
4.12 For Historic Preservation, the Governing Body may deem the structure or site historically relevant or listed on the State of Florida or National Historic Register.
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:

- 4.13.1 Adult entertainment establishment/use
- 4.13.2 Adult arcades
- 4.13.3 Adult bookstores
- 4.13.4 Adult motels/hotels
- 4.13.5 Adult Photography Studios
- 4.13.6 Adult special cabarets
- 4.13.7 Adult theaters
- 4.13.8 Automotive parking establishment
- 4.13.9 Automotive sales/rental establishment
- 4.13.10 Automotive service station
- 4.13.11 Automotive specialty establishment
- 4.13.12 Bottle Club
- 4.13.13 Carwash
- 4.13.14 Cemetery
- 4.13.15 Crematory
- 4.13.16 Lounge
- 4.13.17 Recovery home
- 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 forthat 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.

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.

5.1.11 Grants may be applied for 1 year after any previous like grant has been approved and closed out.

5.1.12 A one-time grant extension up to 90 days may be administratively approved at the *Agency's* discretion.

5.1.13 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
Residential Redevelopment

Flood
Sound Mitigation
R-PACE
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 Bradenton Police Department
CPTED

5.2.7 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 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 and City Special Grant are 100% CRA funded.

6.2 GRANT-MATCH TABLE

POLICY	GRANT	MAXIMUM MATCH-UP TO
ECONOMIC		
	Redevelopment	$50,000.00**
	Sound Mitigation	$10,000.00
	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*
	Residential Redevelopment	$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 (SUSPENDED)	$20,000.00 Or Governing Board Fees*
	Micro-Mobility	$5,000.00
	R-PACE	$25,000.00 Or
		25% of the PACE cost*/**
	City Special	$10,000.00 (No Match)

***Whichever is the lessor amount.**

**** IBHS FORTIFIED PROGRAM Eligible.**

***** Eligible to match COB HCD funding.**

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.

7.1.4 Sound Mitigation

7.1.4.1 Report from an Acoustic Engineer providing recommendations for sound mitigation efforts.

7.2 Environmental

7.2.1 Brownfields

7.2.1.1 State Brownfields Program Tax Credit Certificate.

7.2.2 Residential Redevelopment

7.2.2.1 Certificate of Occupancy or Completion.
7.2.2.2 State-licensed property appraiser's appraisal. (waived for COB HCD matching projects)
7.2.2.3 IBHS FORTIFIED certificate.

7.2.3 Flood

7.2.3.1 Certificate of Occupancy or Completion.

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.

7.3.3 Historic Preservation.

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

7.3.4 Public Art.

7.3.4.1 Public Art Committee Recommendation.
7.3.4.2 Licensed art appraiser appraisal.

7.3.5 Tourist Tax Match

7.3.5.1 Manatee County Tourist Tax Board contract.

7.3.6 Micro-Mobility

7.3.6.1 Applicant requests for Freebee service.

7.3.7 PACE

7.3.7.1 Pace Contract.
7.3.7.2 *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
- ☐ Residential Redevelopment
- ☐ Urban Tree Canopy
- ☐ Brownfield
- ☐ Historic Preservation
- ☐ Sound Mitigation
- ☐ Tourist Tax Match (SUSPENDED)
- ☐ Coastal Tourism
- ☐ CPTED
- ☐ PACE
- ☐ Flood
- ☐ Public Art
- ☐ City Grant
- ☐ Infrastructure

APPLICATION DATE: _____

APPLICANT/ENTITY NAME:_____

APPLICANT EMAIL:_____

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 year.
- Applicant will comply with state and municipal codes.
- Applicant is not an ineligible use listed in Section 4.13.

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.

(ACKNOWLEDGMENTS AND SIGNATURES ON FOLLOWING PAGE)

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE GRANT GUIDELINES HEREIN ABOVE STATED. IN ADDITION, BY EXECUTING THIS APPLICATION, I ACKNOWLEDGE THAT I AM LAWFULLY AUTHORIZED TO EXECUTE THIS APPLICATION.

APPLICANT:

_____
Entity Name (if any)

_____ _____
Applicant Signature Date

_____ _____
Printed Name Title (if applicable)

STATE OF_____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this____day of_____, 20____, by_____, as (title if applicable)_____of (Entity name if any)_____ _____, who [ ] is personally known to me or [ ] has produced identification.

Type of identification produced:_____

My commission expires:_____ _____
(Notary Seal) Notary Public Signature

_____
Notary Public Print Name

COMMUNITY REDEVELOPMENT AGENCY:

_____ _____
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

EXAMPLE

Projects List, Scope and Estimated Costs

1. Window Replacement: Estimated Cost $500,000

   The original windows are experiencing significant leaks, resulting to damage to interior materials and compromising energy efficiency. Complete replacement with impact glass windows to prevent further damage and improve energy efficiency.

2. Roof Repair: Estimated Cost $120,000

   The flat roof is presenting soft spots and surface damage. Comprehensive evaluations show resurfacing and reinforcement measures are needed to restore the roof's integrity. The priority is to address any existing issues and implement preventive measures to mitigate future damage.

3. Electrical Upgrades: Estimated Cost $60,000

   This project involves the replacement of outdated panels and rewiring to mitigate roof damage and ensure the safety of our building occupants. The goal is to bring our electrical infrastructure up to current standards to enhance reliability and efficiency.

AGENDA ITEM NO. 4.c

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Budget Adjustment

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution CRA BA 25-04 Budget Adjustment for Fund 131 (Central CRA District)

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal Year 2024-25 budget adjustments for fund 131- Central CRA District. Amend or adjust the FY 2024-25 budget to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

ATTORNEY REVIEW/RECOMMENDATION:
Yes, CRA Attorney reviewed the Resolution and supporting document.

SUGGESTED MOTION:
Move to approve Resolution CRA BA 25-04

ATTACHMENTS:
Resolution CRA BA 25-04.pdf

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
RESOLUTION CRA BA 25-04

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, AMENDING/ADJUSTING THE 2024-25 ANNUAL BUDGET FOR FUND 131 (CENTRAL CRA REDEVELOPMENT AREA); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.016(6), Florida Statutes, allows the governing board of a community redevelopment agency to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by resolution; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board of the Community Redevelopment Agency of the City of Bradenton ("CRA") as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Executive Director requests to amend or adjust the FY 2024-25 budget at this time to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON:

1. The attached Budget Adjustment Form has been submitted by the CRA Executive Director and is hereby approved.
2. Upon CRA Board approval, City of Bradenton Accounting Department shall process the form adjusting the CRA's budget, and will maintain the original documents as required.
3. Pursuant to Section 189.016, Florida Statutes, this adjustment will be posted on the Community Redevelopment Agency of the City of Bradenton's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, WITH A QUORUM PRESENT AND VOTING ON THIS **12th DAY OF NOVEMBER, 2025**.

_____
Jayne Kocher
CRA Chairwoman

Approved as to form:

_____
Scott Rudacille
CRA Attorney

Attest:

_____
Dr. Jeff Burton
CRA Executive Director

City of Bradenton Community Redevelopment Agency
Budget Adjustment Form

Presented by: Jeff Burton, CRA Executive Director

Date: 11/3/2025

Budget Adjustment Resolution #: CRA BA 25-04

Explanation for Adjustment: Fund 131 – Central CRA District

Fiscal Year 2024\2025 budget adjustments to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

Account Number: 13155250 534300
Line item description: Property Fee Expenses
Increase (in $): 53,050.00 Decrease (in $):

Account Number: 13155250 546100
Line item description: Building Repair and Maintenance
Increase (in $): Decrease (in $): 27,500.00

Account Number: 13155250 561000
Line item description: Land-Capital Outlay
Increase (in $): Decrease (in $): 25,550.00

Approved by CRA Board: _____

Date:_____

AGENDA ITEM NO. 4.d

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Budget Adjustment

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution CRA BA 25-05 Budget Adjustment for Fund 132 (Downtown CRA District)

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal Year 2024-25 budget adjustments for fund 132 - Downtown CRA District. Amend or adjust the FY 2024-25 budget to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

ATTORNEY REVIEW/RECOMMENDATION:
Yes, CRA Attorney reviewed the Resolution and supporting document.

SUGGESTED MOTION:
Move to approve Resolution CRA BA 25-05

ATTACHMENTS:
Resolution CRA BA 25-05.pdf

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
RESOLUTION CRA BA 25-05

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, AMENDING/ADJUSTING THE 2024-25 ANNUAL BUDGET FOR FUND 132 (DOWNTOWN CRA REDEVELOPMENT AREA); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.016(6), Florida Statutes, allows the governing board of a community redevelopment agency to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by resolution; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board of the Community Redevelopment Agency of the City of Bradenton ("CRA") as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Executive Director requests to amend or adjust the FY 2024-25 budget at this time to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON:

1. The attached Budget Adjustment Form has been submitted by the CRA Executive Director and is hereby approved.
2. Upon CRA Board approval, City of Bradenton Accounting Department shall process the form adjusting the CRA's budget, and will maintain the original documents as required.
3. Pursuant to Section 189.016, Florida Statutes, this adjustment will be posted on the Community Redevelopment Agency of the City of Bradenton's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, WITH A QUORUM PRESENT AND VOTING ON THIS **12th DAY OF NOVEMBER, 2025**.

_____
Jayne Kocher
CRA Chairwoman

Approved as to form:

_____
Scott Rudacille
CRA Attorney

Attest:

_____
Dr. Jeff Burton
CRA Executive Director

City of Bradenton Community Redevelopment Agency
Budget Adjustment Form

Presented by: Jeff Burton, CRA Executive Director

Date: 11/3/2025

Budget Adjustment Resolution #: CRA BA 25-05

Explanation for Adjustment: Fund 132 – Downtown CRA District

Fiscal Year 2024\2025 budget adjustments to update certain line items to reflect county and city contributions, carryover, and adjustments in funding.

Account Number: 13255260 512000
Line item description: Regular Salaries and Wages
Increase (in $): 4,000.00 Decrease (in $):

Account Number: 13255260 522000
Line item description: City Retirement
Increase (in $): 1,500.00 Decrease (in $):

Account Number: 13255260 555000
Line item description: Education/Training
Increase (in $): Decrease (in $): 5,500.00

Account Number: 13255260 561000
Line item description: Land-Capital Outlay
Increase (in $): 20,000.00 Decrease (in $):

Account Number: 13258100 591001
Line item description: Transfer to City General Fund
Increase (in $): Decrease (in $): 20,000.00

Approved by CRA Board: _____

Date:_____

AGENDA ITEM NO. 4.e

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Agreement

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Sixth Amendment and Restatement to Ground Lease and Developer Agreement with Opportunity Fund Florida, LLC.

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This Sixth Amendment and Restatement addresses adjustments to the Parcel size to accommodate a planned City right-of-way extension (specifically the eastbound to southbound right turn lane on 13th Ave W), it reduces the Purchase Price from $682,500 to $617,500, and sets the closing date to occur shortly after the commencement of the Waterline Extension.

The Developer Agreement is adjusted to reflect changes made within the Sixth Amendment and Restatement.

FINANCIAL IMPACT:
Reduction of $65,000.00 on the Purchase Price

ATTORNEY REVIEW/RECOMMENDATION:
Yes, CRA Attorney has reviewed the following documents: Sixth Amendment and Restatement to Ground Lease (attached) Developer Agreement (attached).

SUGGESTED MOTION:
Move to approve Sixth Amendment and Restatement to Ground Lease and Developer Agreement with Opportunity Fund Florida, LLC.

ATTACHMENTS:
Opportunity Fund Florida - CRA Lease - 6th Amendment and Restatement of Lease.pdf
Opportunity Fund Florida - Development Agreement for Sixth Amendment.pdf

SIXTH AMENDMENT AND RESTATEMENT TO GROUND LEASE

THIS SIXTH AMENDMENT AND RESTATEMENT OF GROUND LEASE ("Sixth Amendment") is made and entered into this ____ day of _____, 2025, by and between COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, with a principal place of business at 101 12th Street West, Bradenton, Florida 34205 ("Landlord") and OPPORTUNITY FUND FLORIDA ONE, LLC, a Florida limited liability company, with a principal place of business at 1103 3rd Street East, Palmetto, Florida 34221 ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated December 30, 2020 ("Ground Lease"), which provides for Tenant to lease from Landlord certain real property located in the City of Bradenton, Manatee County, Florida, as defined further and subject to the terms stated therein ("Parcel"); and

WHEREAS, Landlord and Tenant entered into that certain First Amendment and Restatement to Ground Lease dated February 9, 2022 ("First Amendment"), that certain Second Amendment and Restatement to Ground Lease dated November 16, 2022 ("Second Amendment"), that certain Third Amendment and Restatement to Ground Lease dated March 8, 2023 ("Third Amendment"), that certain Fourth Amendment and Restatement to Ground Lease dated January 25, 2024 ("Fourth Amendment"), and that certain Fifth Amendment and Restatement of Ground Lease dated July 25, 2024 ("Fifth Amendment") (the First, Second, Third, Fourth, and Fifth Amendments collectively referred to herein as the "Amendments") (the Ground Lease together with the Amendments referred to herein as the "Lease"), which together amended certain terms of the Lease and ratified, restated and reaffirmed the remainder of the Lease; and

WHEREAS, the Lease includes the Purchase Option whereby Tenant has an exclusive option to purchase the property during the Term of the Lease; and

WHEREAS, the Fifth Amendment confirmed Tenant's desire to exercise the Purchase Option, however, hurricanes Helene and Milton, various permitting delays, and the need to bring potable water to the site caused the timelines in the Fifth Amendment to become unachievable; and

WHEREAS, the City of Bradenton intends to extend the eastbound to southbound right turn lane on 13th Avenue W; and

WHEREAS, the Landlord desires to adjust the Parcel for the Purchase Option to support the City of Bradenton's turn lane extension; and

WHEREAS, Landlord and Tenant agree to adjust the Purchase Price and Parcel to account for the turn lane extension, and Tenant still desires to exercise the Purchase Option; and

WHEREAS, the City of Bradenton expects to begin the Waterline Extension, as defined herein, in October or November of 2025 in order to bring potable water to the site; and

WHEREAS, Landlord and Tenant desire to enter into this Sixth Amendment to amend certain terms of the Lease related to the Purchase Option in order to facilitate Tenant's purchase of the Property.

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

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated in their entirety. Capitalized terms not otherwise defined herein shall have the meaning attributed to them in the Lease, as amended.

2. **Parcel and/or Premises**. Exhibit "A" to the lease is hereby replaced with **Exhibit "A"** attached hereto so that the Parcel and/or Premises is the real property described in Exhibit "A" attached hereto.

3. **Lease Commencement and Term**. Landlord and Tenant hereby agree that Section 3.1 of the Lease is hereby amended and restated in its entirety as follows:

> The effective date of the Lease shall be the Effective Date. The term of the Lease ("Initial Term") commenced on the Effective Date, and unless sooner terminated as provided in the Lease, shall terminate ("Term Expiration Date") on the twenty-fifth (25th) annual anniversary of the Rent Commencement Date, as defined in the Lease. If Tenant's exercising of the Purchase Option, as defined herein this Sixth Amendment, has not occurred prior to the Closing Date, as defined herein this Sixth Amendment, and such failure was not the result of bad faith delay by the Landlord, then the Landlord may provide the Tenant with notice of intent to terminate the Lease, and upon delivery of such notice the Lease shall terminate and be of no further force and effect. The provisions of Section 8.2.5 and Section 15.1.9 shall not be applicable to this Section.

4. **Purchase Option**. Landlord and Tenant hereby agree that Section 19.21 of the Lease is hereby amended and restated in its entirety as follows:

> Tenant has the right to, and intends to execute, an exclusive purchase option to acquire the Parcel under the terms of this Lease ("Purchase Option") which Purchase Option must be exercised on or before the date that is sixty (60) days after the Work Date for the Waterline Extension, as both terms are defined herein below ("Closing Date"). The City of Bradenton ("City") intends to extend a watermain along 13th Avenue W, along the northern boundary of the Parcel, to serve the Parcel and other properties ("Waterline Extension"). The date that excavation for the Waterline Extension begins shall be the "Work Date." For the avoidance of doubt, the Work Date is not related to the permitting or mobilization

of the Waterline Extension, but is the date actual excavation begins. Tenant shall, at closing, provide (a) Three Hundred Thousand and No/100 Dollars ($300,000.00), payable to Landlord or City at Landlord's direction, for Tenant's share the Waterline Extension, with such payment not applied to the purchase price, (b) an executed development agreement substantially in the form attached hereto as **Exhibit "B"** controlling the completion of the Waterline Extension and certain restrictions on the Parcel ("Development Agreement"), (c) all documents necessary for the closing of the Construction Loan, (d) the purchase price of Six Hundred Seventeen Thousand Five Hundred and No/100 Dollars ($617,500.00) less the lease deposit of Thirty Thousand and No/100 Dollars ($30,000.00) together with any closing costs identified by the closing agent, and (e) and any other documents reasonably necessary for the closing agent and/or title agent to complete the transaction. Landlord shall convey indefeasible fee simple title to Tenant via special warranty deed. Landlord shall, at closing, provide (x) an executed and acknowledged special warranty deed conveying good and indefeasible fee simple title of the Parcel to Tenant, (y) an executed Development Agreement, and (z) and any other documents reasonably necessary for the closing and/or title agent to complete the transaction and provide a title insurance policy to Tenant for the Parcel, which may include a settlement statement and/or seller's affidavit. Tenant shall pay all closing costs for the real estate transaction purchase, including but not limited to the following closing costs: documentary stamp taxes on the deed, title insurance premiums, real estate broker fees and all recording charges. Blalock Walters, PA shall serve as the closing agent and/or title agent for the closing on the Purchase Option. The Tenant may enforce the Purchase Option by specific performance.

5. **Full Termination and Merger**. If Tenant exercises the Purchase Option and completes the closing, all terms of the Lease shall terminate and merge into the deed except for those provisions that would protect the Landlord in the event of liability to the Landlord because of matters that occurred before the Purchase Option closing date [i.e., all indemnities].

6. **Restatement of the Lease**. This Sixth Amendment shall be incorporated into and made a part of the Lease, and except as specifically and expressly modified herein, all of the terms, conditions and provisions of the Lease are hereby ratified, restated and reaffirmed.

7. **Miscellaneous**. In the event of a conflict between the terms and provisions of the Lease, as amended, and the terms and provisions of this Sixth Amendment, the terms and provisions of this Sixth Amendment shall control. This Sixth Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument.

[Remainder of Page Intentionally Blank, Signature Page Follows]

IN WITNESS WHEREFORE, this Sixth Amendment has been executed by Landlord and Tenant as of the date first written above.

LANDLORD:

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____
Print Name:_____

By:_____
Name:_____

_____
Print Name:_____

Title: Chairperson

TENANT:

_____
Print Name:_____

OPPORTUNITY FUND FLORIDA ONE, a Florida limited liability company

_____
Print Name:_____

By:_____
Name:_____

Title: Manager

Exhibit "A" *Parcel Description*

BEG AT THE SE COR OF THE NE1/4 OF SEC 35 TWN 34S RNG 17E & RUN N 00 DEG 25 MIN 41 E ALNG THE E LN OF THE NE1/4 OF SD SEC 35, 1330.19 TO A RR SPIKE MARKING THE SE COR OF THE NE1/4 OF THE NE1/4 OF SD SEC 35, TH N 89 DEG 25 MIN 19 SEC W, 25 FT; TH S 00 DEG 25 MIN 41 SEC W, 18.56 FT TO A PT OF INTERSEC WITH A LN 25 FT W OF & PARALLEL TO THE E LN OF THE NE1/4 OF SD SEC 35, SD LN ALSO BEING THE EXISTING R/W LN OF US 301 & US 41, SR 55, & THE S R/W LN OF 13TH AVE W, AS DESC IN THAT INSTRUMENT RECORDED IN OR 948 PGS 12,13,14 OF PRMCF, SD PT BEING THE POB OF THE DESCRIPTION, FROM THIS POB RUN S 00 DEG 25 MIN 41 SEC W ALNG THE W R/W LN OF US 301 & US 41, SR 55, 73.99 FT; TH S 02 DEG 20 MIN 14 SEC W, ALNG THE W R/W LN, AS DESC IN THAT INSTRUMENT REC IN OR 948 PGS 12,13,14, OF PRMCF, 385.13 FT, TO A PT OF INTERSEC WITH THE NE R/W LN OF THE SEABOARD COASTLINE RR AS SHOWN ON THE MAPS OF TAMPA & SOUTHERN RR, SHEETS 10 & 11 OF V-19, TH N 53 DEG 10 MIN 21 SEC W ALNG SD NE RR LN OF SEABOARD COASTLINE RR (TAMPA & SOUTHERN RR) 790.93 FT TO A PT OF INTERSEC WITH THE S R/W LN OF 13TH AVE W AS LOCATED BY OCCUPATION, TH S 89 DEG 55 MIN 02 SEC E ALNG SD R/W LN 313.15 FT, TH S 89 DEG 25 MIN 19 SEC E ALNG SD S R/W LN BY OCCUPATION 189.31 FT, TO A PT OF INTERSEC WITH A LN DESC IN THAT INSTRUMENT REC IN OR 948 PGS 12,13,14 OF PRMCF; TH S 00 DEG 25 MIN 41 SEC W ALNG SD LN 12.45 FT, TH S 89 DEG 48 MIN 49 SEC E ALNG THE S R/W LN OF 13TH AVE W AS DESC IN THAT INSTRUMENT REC IN OR 948 PGS 12,13,14 OF PRMCF 147 FT TO THE POB; LESS OR 2420/1517 FOR RD R/W DESC AS FOLLOWS: A SURVEY DESC OF A PARCEL OF GROUND TO BE DEDICATED TO FDOT AND THE CITY OF BRADENTON FOR RDWY PURPOSES LOCATED AT THE SW COR OF 1ST ST (US 41 & 301) AKA SR 55, BORDERED ON THE EAST AND 13TH AVE W BORDERED ON THE NORTH, AND FURTHER DESC BELOW: COM AT THE SE COR OF THE NE 1/4 OF SEC 35, TWN 34, RNG 17 AND RUN N 00 DEG 25 MIN 41 SEC E ALG THE E LN OF THE NE 1/4 OF SD SEC 35, 1330.19 FT TO THE RR SPIKE MARKING THE SE COR OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 35; TH N 89 DEG 25 MIN 19 SEC W, 25.00 FT; TH S 00 DEG 25 MIN 41 SEC W, 18.56 FT TO A PT OF INT WITH A LN 25.00 FT W AND PAR TO THE E LN OF THE NE 1/4 OF SD SEC 35, SD LN ALSO BEING THE EXISTING R/W LN OF US 301 & US 41, SR 55 AND THE S R/W LN OF 13TH AVE W, AS DESC IN THAT INSTRUMENT REC IN OR 948/12 OF PRMCF, SD PT ALSO BEING THE POB OF THIS DESC; FROM THIS POB RUN S 00 DEG 25 MIN 41 SEC W ALG THE W R/W OF US 301 & US 41, SR 55 A DIST OF 40 FT; TH N 53 DEG 42 MIN 10 SEC W A DIST OF 67.87 FT TO A PT ON THE S R/W LN OF 13TH AVE W; TH S 89 DEG 48 MIN 49 SEC E A DIST OF 55.00 FT TO THE POB, PI#43425.0080/9

Less and Except:

A portion of a parcel described in Official Records Book 948, Page 12, and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida, and being more particularly described as:

COMMENCE at the at the Southeast corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence N 00° 25' 41" E, along the East line of the said Northeast 1/4, a distance of 1330.19 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence N 89° 25' 19" W, a distance of 25.00 feet; thence S 00° 25' 41" W, along a line 25.00 feet West of and parallel with the said East line of the Northeast 1/4, a distance of 18.56 feet to the intersection of the westerly right-of-way of U.S. Highway 301/41 as shown on Florida Department of Transportation right-of-way map, Section 13120-2506 and the former southern right-of-way of 13th Ave West as described in Official Records Book 948, Page 12, and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida; thence N 89° 48' 49" W, along the said former southerly right-of-way line, a distance of 55.00 feet to the intersection with the current southerly right-of-way line of 13th Avenue West as described in Official Records Book 948, Page 12 and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida; thence continue N 89° 48' 49" W, along the said southerly right-of-way line, a distance of 92.00 feet to the **POINT OF BEGINNING**; thence continue N 89° 48' 49" W, a distance of 240.22 feet; thence N 00° 25' 41" E, a distance of 13.65 feet to a point on the said southerly right-of-way line; thence continue along the said southerly right-of-way line the following three (3) courses, (1) S 89° 55' 02" E, a distance of 50.91 feet; (2) thence S 89° 25' 19" E, a distance of 189.31 feet; (3) thence S 00° 25' 41" W, a distance of 12.45 feet to the POINT OF BEGINNING.

Being in Section 35, Township 34 South, Range 17 East.

Exhibit "B"
Development Agreement

See attached pages

This instrument prepared by and return to:
This instrument prepared by:
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, FL 33601

After recording, please return to:
City of Bradenton CRA
101 12th Street West
Bradenton, Florida 34205
Attn.: Chairperson of the CRA

DEVELOPMENT AGREEMENT FOR THE MINNIE LEE ROGERS PROPERTY DEVELOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this ___ day of _____, 20___, by and between COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, with a principal place of business at 101 12th Street West, Bradenton, Florida 34205 ("CRA") and OPPORTUNITY FUND FLORIDA ONE, LLC, a Florida limited liability company, with a principal place of business at 1103 3rd Street East, Palmetto, Florida 34221 ("Developer") (together, the "Parties").

WITNESSTH:

WHEREAS, the Parties entered into that certain Ground Lease dated as of December 30, 2020, as amended, regarding development of property approximately located at 109 13th Avenue West, Bradenton, Manatee County, Florida, as more particularly described on **Exhibit "A"** attached hereto ("Property");

WHEREAS, the Ground Lease includes certain restrictions, benefits, and options related to development of the Property for commercial purposes, to include a purchase option whereby Developer can purchase the Property from the CRA;

WHEREAS, the Developer exercised Developer's purchase option, which terminates the Ground Lease; and

WHEREAS, the Parties desire to enter into this Agreement to confirm certain restrictions, benefits, and improvements related to the Property after termination of the Ground Lease.

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

I. **Recitals**. The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

II. **Restrictions on the Property**. The Property shall be governed by the use restrictions contained herein.

a. Long Term Use Restrictions. The Property shall not be used for the following uses for a period of ninety-nine (99) years from the date of this Agreement:

i. any noxious or illegal purpose, or one which presents a nuisance or danger to the health, safety or welfare of the public;

ii. any dumping, incineration or disposal of garbage;

iii. any establishment selling or exhibiting pornographic materials or drug-related paraphernalia or being operated as a massage parlor, adult health studio, adult bookstore, adult entertainment facility or adult theater;

iv. any sleeping quarters, blood bank, flea market, funeral home, pet shop, the outdoor housing or raising of animals or gambling facility;

v. the disposal or handling of hazardous or toxic waste materials other than as ancillary to the operation of a business and in accordance with applicable law, rules and regulations;

vi. any facility for check cashing business or the sale of paraphernalia for use with illicit drugs;

vii. a use that grows, delivers, transfers, supplies, dispenses, distributes or sells marijuana and whether consisting of live plants, seeds, or processed or harvested portions of the marijuana plant (including CBD products), except that prescription marijuana may be dispensed or sold by a full-service pharmacy and not a stand-alone dispensary;

viii. day-laborer facility;

ix. substance abuse clinics (including those providing methadone or other substance abuse treatments);

x. secondhand stores (including a pawnshops);

xi. social services establishment.

b. Permitted Uses. Subject to the limitations of this subsection, the Property may be used for the following uses:

i. office;

ii. educational;

iii. medical office;

iv. retail;

v. restaurant;

vi. quick service restaurant; and

vii. any other use permitted within its applicable zoning classification as found in either the City's Land Development Code or Form Based Code.

III. **Timing of Development**. Developer shall commence site improvements, which at a minimum shall include moving dirt, beginning installation of hardscape, or beginning installation of stormwater facilities ("Site Work") within ninety (90) days of Developer's purchase of the property ("Site Start Date"). If Developer fails to commence Site Work by the Site Start Date, then the CRA shall have an option to purchase the Property from Developer for Nine Hundred Seventeen Thousand Five Hundred and No/100 Dollars ($917,500.00), which represents the purchase price and refund of the funds for the Waterline Extension, as defined herein, cash at a closing to occur ninety (90) days after the CRA serves written notice of the CRA's intent to exercise such re-purchase right. Developer's commencement of Site Work shall be sufficient evidence that the CRA's purchase option has terminated. To ensure the CRA's limited purchase option does not cloud title, ownership by any entity other than the CRA one (1) year after Developer's purchase of the property, shall be conclusive evidence that the CRA's purchase option has terminated and is no longer enforceable.

IV. **Ad Valorem Property Tax Reimbursement**. The CRA shall pay to Developer, or Developer's successor or assign to this Agreement, the annual equivalent of certain taxing authority ad valorem property taxes collected by the CRA on the Parcel, based upon the following limitations ("Property Tax Reimbursement Payment").

a. The ad valorem property taxes reimbursed to the Developer shall only cover those assessed on the Property and collected by the CRA.

b. If when any year's Property Tax Reimbursement Payment is due from the CRA, the Developer is in default of the Use Restrictions in Paragraph II, and such default has remained uncured following 30 days' notice from the CRA, then the CRA shall not be required to pay that year's Property Tax Reimbursement Payment to Developer. This provision is not intended to restrict or limit the CRA's ability to pursue other enforcement remedies.

c. The taxing authorities subject to the Property Tax Reimbursement Payment shall only be those that fund into the CRA, which shall include but not be limited to the following authorities: the City of Bradenton ("City") and the Board of County Commissioners (including the Sheriff portion of the Board of County Commissioner authority) (collectively the "Taxing Authorities").

d. The Property Tax Reimbursement Payment shall commence on the first year the Property is reassessed by the Manatee County Property Appraiser to include any building ("Reassessment Year").

e. Beginning in the Reassessment Year, and continuing until the earlier of either ten (10) consecutive years or when the CRA sunsets, the annual Property Tax Reimbursement Payment shall be the ad valorem property taxes paid for the Property by the Developer applicable to the Taxing Authorities during that taxable year based upon the following:

i. years 1-3: 95% of the Property Tax Reimbursement Payment;

ii. years 4-6: 50% of the Property Tax Reimbursement Payment; and

iii. years 7-10: 25% of the Property Tax Reimbursement Payment.

f. If Developer subdivides the Property to facilitate independent development of the Property for two commercial buildings, the annual Property Tax Reimbursement Payment for the portion of the Property with any building reassessed in the Reassessment Year shall be as described just above, and the annual Property Tax Reimbursement Payment for the portion of the Property to be developed with the second building shall begin on the earlier of the year after the Reassessment Year or the taxable year following the year when the Parcel is reassessed by the Manatee County Property Appraiser to include any building on that portion of the Property. The annual Property Tax Reimbursement Payment for the second portion of the Property shall be the ad valorem property taxes paid for by the Developer applicable to the Taxing Authorities during that taxable year based upon the following:

i. years 1-3: 95% of the Property Tax Reimbursement Payment;

ii. years 4-6: 50% of the Property Tax Reimbursement Payment; and

iii. years 7-10: 25% of the Property Tax Reimbursement Payment.

If the Bradenton Code Enforcement Board (the "Board") or Special Magistrate finally adjudicates (beyond all applicable notice and appeal periods) that the Property is in violation of the City's Code and the Property has not been brought into compliance within the time frame as set forth by the Board or Magistrate, then the next Property Tax Reimbursement payment due shall be reduced by ten percent (10%). If a "repeat violation" finding, according to Florida Statute section 162.06(3), is finally adjudicated against the Property by the Board or Magistrate (beyond all applicable notice and appeal periods), the CRA shall not be obligated to make any further Property Tax Reimbursement Payments, and this Section IV shall be null and void.

V. **Water Line Extension**. In order to accommodate Developer's intended use, and other nearby users, a water main of proper sizing must be extended to the Property to ensure flow demands, pressure requirements, and/or fire flow protection requirements for development on the Property can be met (cumulatively, the "Project"). The CRA will coordinate with the City to install the Project along 13th Avenue West, through a vendor ("Vendor") selected by the CRA or City to include design, field data collection, permitting, final design services, bidding and professional services during construction for the Project (the "Scope of Work"). The CRA will coordinate with the City to pay for and engage the Vendor directly for the Scope of Work. If the Project is not complete by March 30, 2026, then the Developer may require the CRA to purchase the Property from Developer for Nine Hundred Seventeen Thousand Five Hundred and No/100 Dollars ($917,500.00), which represents the purchase price and refund of the funds for the Waterline Extension, as defined therein, cash at a closing to occur ninety (90) days after the Developer issues written notice on the CRA of the Developer's intent to exercise such re-purchase requirement.

VI. **Miscellaneous.**

a. Choice of Law. The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be in Manatee County, Florida. If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings.

b. Notices. All notices shall be in writing and shall be delivered (i) by courier; (ii) by Federal Express or other nationally recognized overnight delivery service; or (iii) by e-mail. Any notice received on a non-business day or after 5:00 p.m. Eastern Time on a business day shall be deemed received on the next business day. Notices shall be given to the following addresses (or at such other place as any party hereto shall furnish to each other party hereto in writing):

If to the CRA:

101 12th Street West
Bradenton, Florida 34205
Attn.: Chairperson of the CRA

With a copy to:

Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Attn.: Scott E. Rudacille, Esq.

If to the Developer:

1101 3rd Street East
Palmetto, Florida 34221
Attn.: Peter D'Addeo, CCIM

With a copy to:

Stearns Weaver Miller, P.A.
401 East Jackson Street #2100
Tampa, Florida 33602
Attn: Kevin Reali, Esq.

If to the Escrow Agent:

Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Attn.: Scott E. Rudacille, Esq.

c. No Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, in their sole discretion, except to an entity related to the Developer.

d. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

e. Integration. This Agreement incorporated and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

f. Estoppel. CRA shall execute, acknowledge and deliver to Developer, within twenty (20) days after requested by Developer, a statement in writing certifying, if such is the case, that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified), the existence or non-existence of any alleged defaults and claims against the Developer, and providing such other information as shall be reasonably requested by Developer.

g. Attorney's Fees. In the event of legal action or other proceeding arising under this Agreement, the Parties agree to pay the cost of their own attorney's fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this Agreement.

h. Modifications. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto.

i. Termination. Section III and V of this Agreement shall automatically terminate and be of no further force and effect upon completion of the Project. Except as otherwise set forth herein, this Agreement may be terminated only pursuant to an instrument in writing that has been jointly executed by the parties hereto.

j. Disclaimer of Joint Venture. Developer and CRA represent that this Agreement is not intended to create, or deemed to represent, a joint venture or common undertaking between CRA and Developer, or between either and any third-party. Developer is an independent principal and not a contractor for, or an officer or employee of the CRA.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

CRA:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BRADENTON

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 202_ by _____, as _____ _____ of COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, who is personally known to me or has produced _____ as identification.

_____
Notary Public, State and County Aforesaid
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

(NOTARIAL SEAL)

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Address: _____
_____

By: _____
Name: _____
Address: _____
_____

DEVELOPER:

OPPORTUNITY FUND FLORIDA ONE, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 202_ by _____, as _____ _____ of OPPORTUNITY FUND FLORIDA ONE, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

_____
Notary Public, State and County Aforesaid
Print Name: _____
My Commission Expires: _____
My Commission Number: _____

(NOTARIAL SEAL)

Exhibit "A"

The Property

AGENDA ITEM NO. 4.f

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING AGENDA ITEM REPORT

DATE: November 12, 2025

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Disposition of CRA Owned Property located at 636 10th Avenue E.

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA Staff received an unsolicited offer to purchase a parcel of vacant land located in the Central CRA at 636 10th Avenue E. PID No. 4588700007. The property was purchased by the Central CRA for $60,000, on February 7, 2007.

CRA Staff ordered and received an appraisal of $55,000 for the property.

On August 13, 2025, at a CRA Board Regular meeting, the CRA Board directed staff to pursue the disposition of the property.

CRA Staff advertised a Notice of Intent to Dispose pursuant to Florida Statutes Section 163.380(3)(a).

CRA Staff received one (1) offer on the property.

SUGGESTED MOTION:
Move to direct CRA staff to negotiate the terms of a Purchase and Sale contract with the offeror, to be brought back to the CRA Board for review and

consideration.

ATTACHMENTS: