WINTER HAVEN
THE CHAIN OF LAKES CITY

COMMUNITY REDEVELOPMENT AGENCY (CRA) DOWNTOWN ADVISORY COMMITTEE

DATE: Monday, May 5, 2025, 4:30 p.m.

LOCATION: John Fuller Auditorium

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1. Call to Order

2. Roll Call

3. Approval of Minutes

3.A **February 3, 2025 - Regular Meeting Minutes**

Staff Contact: *Samise Lee, CRA Coordinator, slee@mywinterhaven.com*

Minutes - February 3, 2025 Downtown Advisory Committee Regular Meeting - DRAFT

4. Presentations

4.A **Skate Park Pavilion & Trail**

4.B **Wayfinding and Gateway Signs Master Plan**

4.C **Projects Updates/Grants**

5. Action Items

5.A **Residential Improvement Grants-None**

Staff Contact: *Samise Lee, CRA Coordinator, slee@mywinterhaven.com*

5.B **Commercial Facade Grants**

Staff Contact: *Samise Lee, CRA Coordinator, slee@mywinterhaven.com*

Fact Sheet - 600 3rd St SW_State Farm
Scope of Work_State Farm
Fact Sheet - 701 6th St SW_Paw Printz Inc
Scope of Work_Paw Printz Inc
Fact Sheet - 260 Ave A SW_TWOSIXTY SW LLC
Scope of Work_260 SW LLC

5.C **Memorandum of Understanding - EnviroBuild, LLC**

Staff Contact: *Samise Lee, CRA Coordinator, slee@mywinterhaven.com*

Fact Sheet_EnviroBuild, LLC
EnviroBuild, LLC & CRA_Memorandum of Understanding

5.D **Demolition Program Reallocation of Funding**

Staff Contact: *Angie Hibbard, CRA Manager, ahibbard@mywinterhaven.com*

Fact Sheet - Demolition Funding
R-CRA-22-02 - Demolition Program
Demolition Application and Agreement - 232 Avenue B NE

6. Other Business

6.A **Comments from the Committee**

6.B **Comments from the Staff Next Regular Meeting Date - July 21, 2025**

6.C **Comments from the Public**

7. Adjournment

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

City of Winter Haven
Community Redevelopment Agency
Downtown Advisory Committee Meeting
Regular Meeting Minutes

February 3, 2025

City Hall - John Fuller Auditorium
451 Third Street, NW, Winter Haven, Florida

DRAFT

1. **Call to Order**

   Chairwoman Sands called the meeting to order at 4:30 PM

2. **Roll Call**

   Committee Members Present: Chairwomen Sands; Vice Chair Sammons; Cyndi Threlkeld; Steve Kalogridis; Dave Dershimer; Jessie Skubna; and Panogiotis Iakovidis

   Committee Members Absent: Committee Member Collany; Committee Member Renardson; Committee Member Sexson

   Staff Present: T. Michael Stavres, City Manager; Michael "M.J." Carnevale, Deputy City Manager; Eric Labbe, Economic Opportunity & Community Investment Director; Cedric Cox, Economic Opportunity & Community Investment Assistant Director; Angela "Angie" Hibbard, CRA Manager; Samise Lee, CRA Coordinator; and Joshua Stone, Information Technology Support Supervisor

3. **Approval of Minutes**

   Committee Member Dershimer made a motion for approval of the November 4, 2024 regular meeting minutes. Seconded by Committee Member Kalogridis. **Motion carried by unanimous vote (6-0).**

4. **Presentations**

   a) **Project Updates/Grants**

   Angie Hibbard presented updates on the following projects:

   - Lake Silver Pavilion Repurposing
   - Solar Lighting
   - Avenue C & 2nd Street Lighting
   - DOT Pond
   - Wayfinding & Gateway Signs
   - Retail Strategies Program & Grant
   - CRA Grants and Budget Updates

If a person decides to appeal any decision made by the CRA with respect to any matter considered at such meetings or hearing, they will need a record of the proceedings, and that, for such purposes, they need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). The CRA Office may be reached at 863-291-5850, at 490 third Street, NW, Winter Haven, Florida 33881. In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven Florida 33881, in writing, no later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

5. Action Items

a) Commercial Façade Grant - Avenue B NW / Haven Place Condo Association

Samise Lee presented that Melinda Kalogridis has submitted an application on the behalf of Haven Place Homeowner's Association Inc. for minor landscaping, signage, stucco, and exterior repainting to The Haven Place Condo Association and common property located on Avenue B NW. The estimates for the work range from $10,400.00 to $19,568.00.

Staff recommended approval of the Commercial Façade Grant for minor landscaping, signage, stucco, and exterior repainting as detailed above to The Haven Place Condo Association and common property in an amount equal to seventy-five (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000. A copy of the owner's requested scope of the work was attached.

Samise Lee opened the floor for questions. Committee Member Skubna inquired about the rationale for processing the application under commercial rather than residential classification. Discussions ensued.

Committee Member llakovidis moved for approval of the Commercial Façade Grant for Avenue B NW – Haven Place. Seconded by Committee Member Sands. **Motion failed (2-3).** *Steve Kalogridis abstained from voting due to a conflict of interest.*

b) Commercial Façade Grant - 375 E Central Avenue / Collany Professional Center

Samise Lee presented an application from Chris Collany for the removal and replacement of two (2) twin storefront glass entryway door sets located on the north and south side of the Collany Professional Center located at 375 E Central Avenue. The estimates for the work range from $39,850.00 to $59,996.00 excluding the estimated cost of parts and labor.

Staff recommended approval of the Commercial Façade Grant for the removal and replacement of two (2) twin storefront glass entryway door sets located on the north and south side of the Collany Professional Center located at 375 E Central Avenue in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000. A copy of the scope of the owner's work was attached.

Committee Member Scubna moved for approval of the Commercial Façade Grant for 375 E Central Avenue – Collany Professional Center. Seconded by Committee Member Kalogridis. **Motion carried by unanimous vote (7-0).** *Vice Chair Sammons arrived during the motion for the commercial façade grant and was included in the vote.*

c) Developer's Agreement – The Carl Winter Haven LLC

Eric Labbe presented that The Carl Winter Haven, LLC has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the REDA II Program, for an infill project known as The Carl. The applicant has requested, and provided documentation to support, the reimbursement option of 90% of the project's generated tax increment for the first 10 years, 75% of the project's tax increment for years 11-15, and 65% of the project's tax increment for years 16-20. The applicant is also requesting reimbursement of projected water and wastewater connection fees of one-fourth each year of four years.

DRAFT

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The Carl is a proposed 8 story, apartment building that will consist of 81 Flatiron-style units, including 850 square feet of commercial leasable on the first floor. Total project cost is projected at approximately $26.74 Million.

Staff recommended the Downtown CRA Advisory Committee forward the Developer's Agreement to the CRA Board with a recommendation of approval. A copy of the Drafted Developer's Agreement and application was attached.

Eric Labbe formally opened the floor to questions for himself and the developers in attendance.

Committee Member Skubna requested clarification regarding the Carl and the new BB&T Bank project. Discussions ensued with various questions asked and answered.

Committee Member Sammons moved for the Developer's Agreement to be forwarded to the CRA Board with their recommendation for approval. Seconded by Committee Member Dershimer. **Motion carried by unanimous vote (6-0).** *Steve Kalogridis abstained from voting due to a conflict of interest.*

Rick Baker introduce the new CFO of SixTen, LLC, Jason Fracassa moving forward.

6. Other Business

a) Comments from the Committee

- **i.** None

b) Comments from the Staff

- **i.** Next Regular Meeting Date – May 5, 2025
- **ii.** City Manager, T. Michael Stavres approached the podium to advise that the Developer's Agreement – The Hamilton on Central that was presented to the Downtown CRA Advisory Committee in November of 2024, would not be advancing to the City Commission due to some land transaction challenges that occurred.

c) Comments from the Public

- **i.** None

7. Adjournment

Meeting adjourned at 5:07 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

ATTEST:

Julie Sands
Downtown CRA Advisory Committee Chair

Angela Hibbard
CRA Manager

DRAFT

If a person decides to appeal any decision made by the CRA with respect to any matter considered at such meetings or hearing, they will need a record of the proceedings, and that, for such purposes, they need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). The CRA Office may be reached at 863-291-5850, at 490 third Street, NW, Winter Haven, Florida 33881. In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven Florida 33881, in writing, no later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

DATE:	April 28, 2025
TO:	Downtown CRA Advisory Committee
VIA:	Eric Labbe, Director of Economic Opportunity & Community Investment Angie Hibbard, CRA Manager
FROM:	Samise Lee, CRA Coordinator
SUBJECT:	600 3rd Street SW (State Farm) – Commercial Facade Grant

BACKGROUND

The Commercial Façade Grant provides assistance to commercial property owners within the Downtown CRA District to improve safety, property values, and the aesthetics of the neighborhood. Eligible work includes exterior work to the building's façade, excluding roof work. The maximum grant amount is $10,000 (match required). CRA and Main Street staff reviewed the application packet and determined it is eligible, complete and ready for presentation to the Advisory Committee.

In FY22-23, Lacy McClintock submitted an application for a Commercial Façade Grant for improvements to the State Farm office located at 600 3rd Street SW. Ultimately, the improvements were made without the use of grant reimbursements funds. This year, Lacy McClintock has put in an application for the replacement of a sign for State Farm located at 600 3rd Street SW. The last *State Farm* sign was blown out by hurricane Milton. The estimates for the work range from $4,815.54 to $5,120.00 excluding the estimated cost of parts and labor.

FINANCIAL IMPACT

The FY 2024-25 Downtown CRA Budget has sufficient funds remaining for the amount of this grant.

CRA PLAN ALIGNMENT

- Goal: 2 – Formulate Economic Development Strategies That Take Advantage of Existing and Proposed Government Projects and Programs
- Objective: 2.5 – Work closely with area businesses, the Main Street Winter Haven Board of Directors and Chamber of Commerce Board of Directors to address the needs of existing businesses through the redevelopment process.

RECOMMENDATION

Staff recommends approval of the Commercial Façade Grant for replacement of a sign for the property located at 600 3rd Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000.

ATTACHMENTS

- Business Owner's requested scope of work

Samise Lee

Subject: FW: Winter Haven CRA Downtown Commercial Facade Grant - Status

From: Lacy McClintock <lacy.mcclintock.f28r@statefarm.com>
Sent: Tuesday, October 29, 2024 4:13 PM
To: Samise Lee <slee@mywinterhaven.com>
Cc: anita@mainstreetwh.com
Subject: RE: Winter Haven CRA Downtown Commercial Facade Grant - Status

CAUTION: This email originated OUTSIDE of City of Winter Haven. ***DO NOT CLICK LINKS or OPEN ATTACHMENTS*** unless you recognize the sender and know the content is safe.

Hello Anita, I was inquiring about replacing my sign. I haven't heard from you as of yet but wanted to advise that Milton took my sign out. Would I still be considered for replacement since it was blown out?

Thank you,

Lacy

DATE:	April 28, 2025
TO:	Downtown CRA Advisory Committee
VIA:	Eric Labbe, Director of Economic Opportunity & Community Investment Angie Hibbard, CRA Manager
FROM:	Samise Lee, CRA Coordinator
SUBJECT:	701 6th Street SW (Paw Printz, Inc.) – Commercial Facade Grant

BACKGROUND

The Commercial Façade Grant provides assistance to commercial property owners within the Downtown CRA District to improve safety, property values, and the aesthetics of the neighborhood. Eligible work includes exterior work to the building's façade, excluding roof work. The maximum grant amount is $10,000 (match required). CRA and Main Street staff reviewed the application packet and determined it is eligible, complete and ready for presentation to the Advisory Committee.

Valerie Quackenbush has submitted an application for signage removal and replacement for Paw Printz, Inc. located at 701 6th Street SW. The estimates for the work range from $3,725.00 to $4,235.00 excluding the estimated cost of parts and labor.

FINANCIAL IMPACT

The FY 2024-25 Downtown CRA Budget has sufficient funds remaining for the amount of this grant.

CRA PLAN ALIGNMENT

- Goal: 2 – Formulate Economic Development Strategies That Take Advantage of Existing and Proposed Government Projects and Programs
- Objective: 2.5 – Work closely with area businesses, the Main Street Winter Haven Board of Directors and Chamber of Commerce Board of Directors to address the needs of existing businesses through the redevelopment process.

RECOMMENDATION

Staff recommends approval of the Commercial Façade Grant for signage removal and replacement for the property located at 701 6th Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000.

ATTACHMENTS

- Business Owner's requested scope of work

Valerie Quackenbush

Paw Printz Inc.

701 6th Street SW

Winter Haven, FL 33880

863-268-8183

pawprintzofwh@gmail.com

4/15/2025

Dear Winter Haven CRA Commercial Facade Grant Board Members.

I am writing to formally apply for the Winter Haven CRA Commercial Facade Grant to support the ongoing development and improvement of my business, Paw Printz Inc.

Established in 2019, Paw Printz Inc. offers a safe and loving "home away from home" for the "furry family members" within our community that need boarding, bathing and/ or doggie daycare services.

Over the past six years, we have worked diligently on making improvements to our facility. Unfortunately, last year, Hurricane Milton damaged our sign. This sign is a landmark we use frequently to help customers find us. This sign is also very helpful as customers are driving by, they know exactly what we offer.

We are seeking funding to fix our existing sign. A grant from the city we proudly serve would be instrumental in helping us achieve this goal.

Thank you for your considering our application.

If there's any additional information you need, I'd be happy to provide any documents and/or pictures you may need.

Sincerely,

Valerie Quackenbush

DATE:	April 28, 2025
TO:	Downtown CRA Advisory Committee
VIA:	Eric Labbe, Director of Economic Opportunity & Community Investment Angie Hibbard, CRA Manager
FROM:	Samise Lee, CRA Coordinator
SUBJECT:	260 Avenue A SW (TWOSIXTY SW LLC) – Commercial Facade Grant

BACKGROUND

The Commercial Façade Grant provides assistance to commercial property owners within the Downtown CRA District to improve safety, property values, and the aesthetics of the neighborhood. Eligible work includes exterior work to the building's façade, excluding roof work. The maximum grant amount is $10,000 (match required). CRA and Main Street staff reviewed the application packet and determined it is eligible, complete and ready for presentation to the Advisory Committee.

Frankie Skubna has submitted an application for six (6) window replacements, replacement of an awning and an exterior pressure wash and repaint for TWOSIXTY SW LLC located at 260 Avenue A SW. The estimates for the work range from $2,300.00 to 6,260.00 excluding the estimated cost of parts and labor.

FINANCIAL IMPACT

The FY 2024-25 Downtown CRA Budget has sufficient funds remaining for the amount of this grant.

CRA PLAN ALIGNMENT

- Goal: 2 – Formulate Economic Development Strategies That Take Advantage of Existing and Proposed Government Projects and Programs
- Objective: 2.5 – Work closely with area businesses, the Main Street Winter Haven Board of Directors and Chamber of Commerce Board of Directors to address the needs of existing businesses through the redevelopment process.

RECOMMENDATION

Staff recommends approval of the Commercial Façade Grant for six (6) window replacements, replacement of an awning and an exterior pressure wash and repaint for the property located at 260 Avenue A SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000.

ATTACHMENTS

- Business Owner's requested scope of work

Façade Grant Application Attachments

The primary use of the façade grant would, budget permitting, include but not be limited to the following list of improvements, prioritized respectively as follows:

- Replace Awning
- Paint
- Repair and/or Replace Facia
- Repair and/or Replace Soffit
- Replace Windows
- Landscaping
- Replace Roof

Attached are photos that clearly show the blighted condition of the current façade. The proposed improvements will result in the building having better curb appeal and a more uniform look in line with the current local trends.

Estimated cost, excluding roof, approximately $15,500
Roof cost estimated $18k – $29k

DATE: April 30, 2025

TO: Downtown CRA Advisory Committee

VIA: Eric Labbe, Economic Opportunity & Community Investment Director
Angie Hibbard, Community Redevelopment Agency Manager

FROM: Samise Lee, Community Redevelopment Agency Coordinator

SUBJECT: Approval of Memorandum of Understanding between EnviroBuild, LLC and the Winter Haven Community Redevelopment Agency

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BACKGROUND

Pursuant to Section 163.370 of the Florida Statutes, the Community Redevelopment Agency ("CRA") has the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under Section 163.370 of the Florida Statutes.

In September of 2022, Six/Ten, LLC and the CRA entered into an agreement designed to assist eligible homeowners by covering upfront costs associated with the Residential Improvement Grant Program. This agreement automatically renews annually unless terminated by either party. The agreement provided Six/Ten, LLC the ability to front the costs associated with an approved Residential Improvement Grant and coordinate completion of the approved work with a general contractor. This provided homeowners who did not have the ability to pay for the improvements and receive reimbursement, the opportunity to participate in the program and improve their homes; however, due to the improved marketing, popularity of the program and community needs, there are approximately 30 approved applicants on the waiting list to receive approved repairs. Concurrently, Six/Ten, LLC has expressed concerns regarding their ability to continue assisting pursuant to the aforementioned agreement.

In an effort to ensure completion of the previously approved Residential Improvement Grants, and to continue to provide opportunity for those homeowners who do not have the ability to participate in the program through a reimbursement, CRA staff and EnviroBuild, LLC desire to enter into this Memorandum of Understanding (MOU). EnviroBuild, LLC is a licensed contractor previously procured by the City via ITB-23-48. The proposed MOU details the process and expectation of CRA staff and EnviroBuild, LLC to facilitate the completion of work consistent with approved Residential Improvement Grants and ITB-23-48.

The proposed MOU is consistent with (a) the Community Redevelopment Plans for the Florence Villa and Downtown Community Redevelopment Areas, (b) the Community Redevelopment Act of 1969, codified at Part III, Chapter 163 of the Florida Statutes, and (c) City of Winter Haven Resolutions R-00-05, R-00-06, R-00-18 and R-00-19.

FINANCIAL IMPACT

There is no direct financial impact.

CRA PLAN ALIGNMENT

Florence Villa Plan

- Goal 2: Improve housing conditions and increase affordable housing stock.
- Objective 7 – Implement home repair assistance programs.

Downtown

- Goal 6: Re-establish existing neighborhoods through redevelopment and revitalization of housing stock
- Objective 4 – Work collaboratively with property owners, developers, and City staff to identify policies and/or regulations that unnecessarily inhibit or restrict the redevelopment or revitalization of existing residential units.
- Objective 5 – Regularly evaluate existing residential improvement programs to determine if eligible activities and funding levels are appropriate to meet current need.

STRATEGIC PLAN ALIGNMENT

- Pillar: Quality of Life
- Goal: 2.1 – Take a strategic, creative and locally-specific approach to maximize the availability of attainable (affordable, workforce, attainable) housing opportunities.
- Objective: 2.1.4 – Ensure all available Local Housing Assistance Plan strategies are implemented annually.

RECOMMENDATION

Staff recommends the Advisory Committee recommend for approval, the MOU with EnviroBuild, LLC to the CRA Board.

ATTACHMENTS

- Memorandum of Understanding

WINTER HAVEN COMMUNITY REDEVELOPMET AGENCY
RESIDENTIAL IMPROVEMENT GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING

THIS COMMUNITY REDEVELOPMET AGENCY GRANT PROGRAM MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this _____ day of _____, 2025, by and between THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY, a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and EnviroBuild LLC, a Florida Limited Liability Company (hereinafter referred to as “EnviroBuild"), its successors or assigns.

WHEREAS, pursuant to Section 163.370 of the Florida Statutes, the CRA has the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under Section 163.370 of the Florida Statutes; and

WHEREAS, it is the desire of the Winter Haven CRA to eliminate blight and facilitate improvements within the CRA boundaries consistent with the CRA Residential Improvement Grant Program and the Downtown and Florence Villa CRA Plans; and

WHEREAS, many applicants who are otherwise eligible for the CRA Residential Improvement Grant Program do not have sufficient funds available to pay for eligible improvements and wait for reimbursement upon completion of the project, as is standard procedure for the CRA Residential Improvement Grant Program; and

WHEREAS, the City has previously procured the services of EnviroBuild, a licensed Building Contractor, through ITB-23-48; and

WHEREAS, EnviroBuild has expressed interest and agreed to perform general construction services, consistent with ITB-23-48, for applicants who have been approved for a CRA Residential Improvement Grant; and

WHEREAS, the implementation of the Residential Improvement Grant Program, consistent with this MOU, provides a public benefit in furtherance of the goals, objectives, and policies of the Downtown and Florence Villa Community Redevelopment Plans.

NOW THEREFORE, the Parties hereby articulate their understanding with each other regarding the Residential Improvement Grants as follows:

1. CRA staff will confirm if the subject home is owner occupied and eligible for the Residential Improvement Grant Program.
2. CRA staff will maintain a list of approved applicants who have opted to pursue the completion of their Residential Improvement Grant through the process outlined within this MOU.
3. CRA staff will share the list of approved applicants with EnviroBuild.

4. EnviroBuild shall coordinate with the applicant to produce a written Scope of Work that is consistent with the approved grant and within the approved grant maximums.
5. CRA staff will review the Scope of Work and provide comment if necessary.
6. CRA staff will provide a written approval of the Scope of the Work to EnviroBuild.
7. If multiple parties have ownership in the subject party, CRA staff will confirm in writing that all parties agree to the Scope of the Work.
8. EnviroBuild shall be responsible for coordinating with the owner and completing the work contemplated in a timely and professional manner, to include receipt of all applicable permits and inspections.
9. Upon completion of the Scope of Work, EnviroBuild shall provide CRA staff with a completion report and an invoice consistent with the Scope of Work and ITB-23-48.
10. CRA staff shall review the completion report, conduct any inspections deemed necessary, and request any additional information deemed necessary to close out the project and facilitate payment to EnviroBuild.
11. Provided all work is completed and documentation is satisfactorily received, CRA staff shall facilitate payment to EnviroBuild.
12. Any work completed, outside of the approved Scope of Work, shall not be eligible for payment.

IN WITNESS WHEREOF, the parties have executed this RESIDENTIAL IMPROVEMENT GRANT MOU as of the date first set forth above.

Signed, sealed and delivered by and in the presence of:

Winter Haven Community
Redevelopment Agency

By:
_____

Date: _____

EnviroBuild LLC,
a Florida Limited Liability Company

By:
_____
Authorized Signatory
Date: _____

DATE: April 29, 2025

TO: Downtown CRA Advisory Committee

VIA: Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Angie Hibbard, CRA Manager

SUBJECT: Approval of Reallocating Funds for Demolition Grant

BACKGROUND

To assist in furthering the goals of removing slum and blight and redeveloping the Community Redevelopment Agency areas, the CRA Board approved Resolution R-CRA-22-02 for the establishment of a Demolition Program on March 14, 2022. The Downtown CRA Advisory Committee endorsed this program in February of the same year, however funds have not been allocated to this program to date.

In partnering with the Safe Neighborhoods Division, a property in the Downtown CRA district has been identified and an application submitted for the demolition program. The house located at 232 Avenue B NE was significantly damaged by a fire and the structure is not currently safe for living.

The FY 2025 Budget allocated $100,000 for Residential Improvement Grants and staff only has three (3) applications in queue for funding with no additional applications in the approval process. The overall remaining amount in the line item for Grant Programs (8220) is $321,681.62 with pending reimbursements of $92,811.60 from all grants. This leaves a balance of $228,870.02 for the Grant Programs.

Due to the fire and subsequent vacancy the property has become an attractive nuisance to the neighborhood and a safety concern. There are code violations on this property that would be resolved in part with a demolition of the house. Staff is working together with the Safe Neighborhoods Division and the owner's family to rectify the current situation. The owner passed away and the family is working through probate for the property. A reallocation of up to $20,000 from the Grant Programs line item in the FY25 budget would allow for the Downtown CRA to assist with the demolition of the house, and is consistent with the goals and purpose of a CRA, to remove slum and blight.

FINANCIAL IMPACT

There is no direct financial impact to the CRA as previously budgeted but unused funds will be utilized.

CRA PLAN ALIGNMENT

DOWNTOWN

- Goal 3: Expand Neighborhood Development and Revitalization Efforts
- Objective 3.1 – Proactively survey the Downtown District for code enforcement violations and work closely with City staff and the community to achieve compliance

- Goal 6: Regularly evaluate existing residential improvement programs to determine if eligible activities and funding levels are appropriate to meet current need.
- Objective 6.1 – Work with the city to clean-up unattended properties.

STRATEGIC PLAN ALIGNMENT

This is most closely aligned with the Quality of Life Strategic Pillar

RECOMMENDATION

Staff recommends the Advisory Committee recommend for approval to reallocate $20,000 from line 8220 (grant programs) to Demolitions.

ATTACHMENTS

- Resolution R-CRA-22-02
- Demolition Application and Agreement for 232 Avenue B NE

RESOLUTION R-CRA-22-02

A RESOLUTION OF THE CITY OF WINTER HAVEN, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (CRA) ESTABLISHING AND IMPLEMENTING THE CITY OF WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY DEMOLITION PROGRAM WITHIN THE FLORENCE VILLA COMMUNITY REDEVELOPMENT AND THE DOWNTOWN COMMUNITY REDEVELOPMENT AREAS; IN ACCORDANCE WITH, RECOGNIZING AND ACKNOWLEDGING THE GOALS AND OBJECTIVES OF THE FLORENCE VILLA AND THE DOWNTOWN COMMUNITY REDEVELOPMENT PLANS; MAKING FINDINGS; PROVIDING PROCEDURES AND ADMINISTRATIVE DIRECTIONS; AND A REPEAL OF ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CRA) desires to facilitate further redevelopment opportunities within the CRA's Florence Villa and Downtown Community Redevelopment Areas; and

WHEREAS, on January 24, 2022, at a duly noticed and held meeting, the Florence Villa CRA Advisory Committee reviewed and affirmatively endorsed the City of Winter Haven Community Redevelopment Agency Demolition Program (the "Program") (further described herein) to be established and utilized by the CRA for eligible properties located within the boundaries of the City of Winter Haven Florence Villa Community Redevelopment and the Downtown Community Redevelopment Areas; and

WHERAS, on February 7, 2022, at a duly noticed and held meeting, the Downtown CRA Advisory Committee reviewed and affirmatively endorsed the Program (further described herein) to be established and utilized by the CRA for eligible properties located within the boundaries of the City of Winter Haven Florence Villa Community Redevelopment and the Downtown Community Redevelopment Areas; and

WHEREAS, the CRA finds the Program to be consistent with the Community Redevelopment Plans for the Florence Villa Community Redevelopment, and the Downtown Community Redevelopment Areas, and Chapter 163, Part III, the Community Redevelopment Act, Florida Statutes; and

WHEREAS, the CRA finds the Program to be in the best interests of the public health, safety and welfare of the citizen, residents, and businesses within the City of Winter Haven Community Redevelopment Areas and furthers the Florence Villa and Downtown Community Redevelopment Plans for the CRA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WINTER HAVEN, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

1. The above factual recitals are incorporated herein and form a factual and material basis for the passage of this Resolution.

2. The CRA hereby approves the establishment and implementation of the City of Winter Haven Community Redevelopment Agency Demolition Program (the "Program") as more

specifically provided in Exhibit "A", which is attached hereto and made a part hereof by reference.

3. Administration of the Program, described herein, shall be conducted by CRA staff as determined by the City Manager or his designee which shall include, but not be limited to, the development and/or amendment of the appropriate application(s) and a CRA staff review process.

4. The Program authorized herein is also subject to appropriation and availability of funds as determined by the CRA Board of the City of Winter Haven.

5. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable; then all remaining provisions and portions of this Resolution shall remain in full force and effect.

6. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

7. Any provision in this Resolution may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of consideration by the CRA Board, by filing a corrected or recodified copy of same with the City Clerk and/or Secretary of the CRA Board.

8. This Resolution shall take effect immediately upon passage by the CRA Board at a duly noticed and held public hearing.

INTRODUCED AND PASSED by the CRA Board of the City of Winter Haven, Florida, on this 14TH day of March, 2022.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF WINTER HAVEN, FLORIDA

By:_____
CHAIRMAN

ATTEST:

_____
Secretary

Approved as to form:

_____
Frederick J. Murphy, Jr., City Attorney

WINTER HAVEN
The Chain of Lakes City

COMMUNITY REDEVELOPMENT

Phone: 863-291-xxxx

COMMUNITY REDEVELOPMENT AGENCY
DEMOLITION APPPLICATION AND AGREEMENT

Agreement No: _____ Parcel ID No: _____

Property Address: _____ (the "Property")

Owner: _____

Applicant (if not the owner): _____

Mailing Address: _____

Phone No: _____ Alternate Phone No: _____

I, _____ am the legal owner of the Property, and I voluntarily agree to participate in the City of Winter Haven Community Redevelopment Demolition Program (the "Program") as established by City of Winter Haven Community Redevelopment Agency Resolution No. R-CRA-22-02 (the "Resolution").

I acknowledge and represent that all of the requirements set forth by the City of Winter Haven Community Redevelopment Agency Demolition Program Summary and Eligibility have been satisfied.

I acknowledge and represent that all of the information and documentation which I provided to the City are true and correct.

I acknowledge, agree, and represent that, in the event I receive any insurance proceeds for any of the work performed by the City, the City shall be entitled to said insurance proceeds.

This Agreement is **not** intended to resolve, settle, and/or negotiate any nuisance abatement liens, demolition liens and/or utility liens; and this Agreement shall **not** be interpreted as having any operative effect on any nuisance abatement liens, demolition liens and/or utility liens.

I acknowledge, agree, and understand that the City's approval and authorization of this Agreement does not bar or prevent any future code enforcement action(s) by the City for new or repeat violations that may exist on the subject real property.

I agree to the statements listed above and acknowledge that, to the best of my knowledge, all of the information provided is true and correct.

Applicant's Signature: _____ Date: _____

For Official Use Only

CRA Manager: _____ *Date:* _____

Approved / Denied. _____

_____

CITY OF WINTER HAVEN
COMMUNITY REDEVELOPMENT AGENCY DEMOLITION PROGRAM
SUMMARY AND ELIGIBILITY

PLEASE BE ADVISED that, pursuant to City of Winter Haven Community Redevelopment Agency Resolution No. **R-CRA-22-02** ("Resolution"), the City of Winter Haven, Florida, is offering a City of Winter Haven Community Redevelopment Agency Demolition Program ("Program").

The Program shall commence on _____, 2022, and the Program shall continue during the current fiscal year so long as there remains appropriated funding for the Program ("Term").

During the Term of the Program, property owners may submit a fully-executed City of Winter Haven Community Redevelopment Agency Demolition Agreement ("Agreement") to the City of Winter Haven Community Redevelopment Agency. Upon receipt of a complete application and fully-executed Agreement (collectively the "Application"), the Community Redevelopment Agency Manager shall determine whether the subject real property is situated within a community redevelopment district and satisfies the criteria set forth herein.

The Application is available on the City's webpage _____ or by contacting _____ _____ at (863) 291-_____.

In addition to the Eligibility Criteria (see below), to qualify for the Program and receive funding from the City of Winter Haven Community Redevelopment Agency for demolition of a structure, the application requirements shall be (i) submitted during the Term; (ii) executed by the property owner(s) or an authorized agent of the property owner(s); and (iii) complete (all required information and documentation in a form and manner acceptable to the City) at the time of submission.

Execution Requirements[1] (*required at time of submission*)**:**

1. **Notarized Application** (*form application required*)

2. **Administrative Fee** – For FY 2022-23 not applicable.

3. **Letter of Authorization** – If the applicant is not the property owner, the applicant shall provide a notarized letter of authorization or agent affidavit.

4. **Corporate Documentation** – If the applicant is representing an entity, please see the execution requirements which are available on the City's webpage.

[1] Execution requirements vary depending on the method and/or manner which fee title to the real property is held. The execution requirements set forth herein are merely an overview. The execution requirements for the application and any and all legal documents shall be available on the City's webpage.

5. **Trust Documentation** – If the applicant is a Trustee of a Trust, please see the execution requirements which are available on the City's webpage.

6. **Individuals** – If the applicant is an individual, all persons named as grantees on the instrument conveying fee ownership must execute the Application and all other documentation required by the City.

Application and Eligibility Criteria:

1. The City of Winter Haven Community Redevelopment Agency shall only accept, review, and process a complete and timely Application.

2. The Program is applicable for single-family residential structures, duplexes and commercial structures within the City's designated community redevelopment area(s).

3. The real property shall be vacant.

4. The real property is not the subject of any probate proceedings.

5. The real property is not the subject of any pending residential eviction proceedings.

6. The real property is not the subject of any foreclosure or bankruptcy proceeding.

7. The real property is not the subject of any tax deed sale, quiet title action, and/or any judicial sale.

8. The real property is not the subject of an active code enforcement case within Polk County.

9. The owner(s) of the real property shall provide real property insurance disclosures and related documentation that is satisfactory, in the sole and absolute discretion of the City, to establish that no insurance proceeds will be or have been tendered to any person for the demolition or concurrent repair of the structure(s) being demolished.

10. The City shall perform an inspection of the real property identified by the applicant in the Application in order to determine whether any condition exists thereon which, in the sole and absolute discretion of the City, disqualifies the subject real property from the Program and/or prevents the demolition of the structure(s).

11. The City of Winter Haven Building Official shall perform an inspection of the real property identified by the applicant in the Application in order to determine if the subject real property and/or structure constitutes blight (as defined by Florida law). In order to qualify for the Program, the real property which is the subject of the Application must be found by the City of Winter Haven Building Official to constitute blight.

12. The City of Winter Haven shall examine the title to and/or for the subject real property and determine, in its sole and absolute discretion, whether any encumbrance(s) exists disqualifying the subject real property from the Program.

13. By executing and submitting the Application, the applicant knowingly and voluntarily consents to any inspection(s) deemed necessary by the City of Winter Haven Community Redevelopment Agency and/or agent of the City of Winter Haven.

14. By executing and submitting the Application, the applicant knowingly and voluntarily releases and holds the City of Winter Haven, Florida, and its elected and appointed officials, agents, employees, and/or assigns harmless from and against all suits or actions of any kind based on personal injury, bodily injury, death or property damage, destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with the services contemplated herein which includes reasonable attorneys' fees incurred by the City.

Program Terms:

1. If the Application is denied for any reason, the applicant will be required to submit a new application in order to reapply and qualify for the Program.

2. Upon the expiration of the Term, the City of Winter Haven Community Redevelopment Agency shall not accept, review, and/or process any further application(s).

3. The approval of the Application and/or Agreement nor the obligations imposed upon the City, if any, pursuant to same shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority.

4. The applicant agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the City in order to carry out the demolition services contemplated herein which includes, but shall not be limited to, the execution of a demolition consent agreement which shall be provided following a determination by the City of the application's sufficiency.

5. Any demolition that exceeds $25,000.00 shall be required to be approved by the CRA Board.

[*Rest of page intentionally left blank*]

I represent and agree that all of the above-mentioned execution requirements, application and eligibility requirements, and the program terms listed herein have been satisfied; and I further acknowledge and represent that all of the information provided is true and correct.

Applicant's Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this _____ day of _____, 2022, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name:_____
My commission expires:_____

WINTER HAVEN
THE CHAIN OF LAKES CITY

COMMUNITY REDEVELOPMENT AGENCY (CRA)
8046

Phone: 863-292-

COMMUNITY REDEVELOPMENT AGENCY
DEMOLITION APPPLICATION AND AGREEMENT

Agreement No: _____ Parcel ID No: _____

Property Address: 232 Avenue B N.E. Winter Haven, FL 33881 (the "Property")

Owner: Estate of Mary Deterville

Applicant (if not the owner): Darline Johnson, Mike Johnson

Mailing Address: _____

Phone No: (863) 618-8297 Alternate Phone No: (863) 618-8079

I, Darline Johnson Mike Johnson am the legal owner of the Property, and I voluntarily agree to participate in the City of Winter Haven Community Redevelopment Demolition Program (the "Program") as established by City of Winter Haven Community Redevelopment Agency Resolution No. R-CRA-22-02 (the "Resolution").

I acknowledge and represent that all of the requirements set forth by the City of Winter Haven Community Redevelopment Agency Demolition Program Summary and Eligibility have been satisfied.

I acknowledge and represent that all of the information and documentation which I provided to the City are true and correct.

I acknowledge, agree, and represent that, in the event I receive any insurance proceeds for any of the work performed by the City, the City shall be entitled to said insurance proceeds.

This Agreement is **not** intended to resolve, settle, and/or negotiate any nuisance abatement liens, demolition liens and/or utility liens; and this Agreement shall **not** be interpreted as having any operative effect on any nuisance abatement liens, demolition liens and/or utility liens.

I acknowledge, agree, and understand that the City's approval and authorization of this Agreement does not bar or prevent any future code enforcement action(s) by the City for new or repeat violations that may exist on the subject real property.

I agree to the statements listed above and acknowledge that, to the best of my knowledge, all of the information provided is true and correct.

Applicant's Signature: Darline Johnson, Mike Johnson Date: 2/7/25

For Official Use Only

CRA Manager: _____ *Date:* _____

Approved / Denied. _____

Amnesty Application