WINTER HAVEN
THE CHAIN OF LAKES CITY

COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD

DATE: Wednesday, December 4, 2024, 4:30 p.m.

LOCATION: City Hall - John Fuller Auditorium

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1. Call to Order

2. Roll Call

3. Approval of Minutes

Minutes - August 12, 2024 - CRA Board Regular Meeting

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

Minutes - August 12, 2024 - CRA Board Regular Meeting

4. Action Items

4.A. **Florence Villa - Developer's Agreement - Hakim Rasheed (Avenue P NE Duplex Project)**

Staff Contact: *Eric Labbe, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

Hakim Rasheed Redevelopment Grant Agreement Fact Sheet
Hakim Rasheed Redevelopment Grant Agreement

4.B. **Resolution R-CRA-24-02 - Florence Villa New Construction Missing Middle Rental Incentive**

Staff Contact: *Eric Labbe, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

Resolution R-CRA-24-02 Fact Sheet
CRA Resolution R-CRA-24-02

4.C. **Appointment of Florence Villa CRA Advisory Committee Member**

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

Board Fact Sheet - Advisory Committee Appointment
Appointment Application - C.Leonard

4.D. **Reappointment of Downtown CRA Advisory Committee Member**

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

Board Fact Sheet - Reappointment of Advisory Committee Member
Reappointment Application - Dershimer

4.E. **Retail Strategies Program and Grant Opportunity**

Staff Contact: *elabbe@mywinterhaven.com, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

Retail Strategies Program and Grant Fact Sheet
Retail Strategies Agreement for Winter Haven FL Small Business Support
Small Business Support Retail Strategies Program
Downtown CRA Goal 1 and Objectives
FV CRA Goal 1 and Objectives

4.F. **Downtown - 2nd Amendment to Developer's Agreement - The Jade (1150 WHG, LLC)**

Staff Contact: *Eric Labbe, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

2nd Amendment to Developer's Agreement The Jade (1150 WHG, LLC) Fact Sheet
2nd Amendment to Developer's Agreement The Jade (1150 WHG, LLC)

4.G. **Downtown - Developer's Agreement - The Hamilton on Central**

Staff Contact: *Eric Labbe, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

The Hamilton on Central Fact Sheet
The Hamilton on Central Developer's Agreement
The Hamilton on Central Application
The Hamilton on Central Management

4.H. **Downtown - Developer's Agreement - Derrick McWaters Townhome Project**

Staff Contact: *Eric Labbe, Director Department of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

McWaters Fact Sheet
McWaters Developer's Agreement
McWaters Application

4.I. **Appointment of Chair and Vice Chair**

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

Board Fact Sheet - Appointment of Chair & Vice Chair

4.J. **2025 Meeting Schedule**

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

Board Fact Sheet - 2025 Meeting Schedule

5. Advisory Committee Minutes (for information only)

5.A. **Florence Villa Advisory Committee Meeting: October 21, 2024 Draft**

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

Minutes - October 21, 2024 FV Advisory Committee Regular Meeting Minutes - DRAFT

5.B. **Downtown Advisory Committee Meeting: November 4, 2024 Draft**

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

Minutes - November 4, 2024 DT Advisory Committee Regular Meeting Minutes - DRAFT

6. Other Business

6.A. **Comments from the Board**

6.B. **Comments from the Staff Next Regular Meeting Date â€“ TBD**

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
Economic Opportunity & Community Investment

CITY OF WINTER HAVEN
Community Redevelopment Agency -Board Meeting
REGULAR MEETING MINUTES

August 12, 2024
Winter Haven City Hall - John Fuller Auditorium
451 Third Street, NW, Winter Haven, Florida

DRAFT

1. **Call to Order**
   Chairman Yates called the meeting to order at 5:03 PM

2. **Roll Call**
   Board Members Present: Chairman Yates; Vice Chair Mercer; Board Member Birdsong; Board Member Dantzler; Board Member Dollison; Board Member Threlkel

   Board Members Absent: None

   Staff Present: T. Michael Stavres, City Manager; Michael "M.J." Carnevale, Deputy City Manager; Eric Labbe, Director of Economic Opportunity and Community Investment; Cedric Cox, Assistant Director of Economic Opportunity and Community Investment; John Murphy, City Attorney; Angela "Angie" Hibbard, Community Redevelopment Agency Manager; Samise Lee, Community Redevelopment Agency Coordinator; Katrina Hill, Director of Public Affairs & Communication; and Joshua Stone, Information Technology Support Supervisor

   Other Members Present: Jessie Skubna, Downtown CRA Advisory Committee Member; Stephen "Steve" Kalogridis, Downtown CRA Advisory Committee Member

   Samise Lee confirmed a quorum.

3. **Approval of Minutes**
   Board Member Birdsong made a motion to approve the June 10, 2024 regular meeting minutes; Seconded by Board Member Mercer. **Motion carried by unanimous vote (6-0).**

4. **Action Items**
   a. **Residential Improvement Grant Process Modification**
      Angie Hibbard proposed for the CRA staff to have the ability to approve certain residential repairs without Advisory Committee approval.
      Items proposed for staff level approval include:
      - Minor front porch repair and handicap ramp installation
      - Painting and associated prep-work (pressure washing/minor repair)
      - Repair or replace soffit/facia/eaves
      - Repair or replace existing gutters
      - Repair or replace existing exterior doors, windows and/or screens
      - Repair or replace existing exterior lighting fixtures
      - Repair or replace existing fencing

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 863-291-5600, at 451 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.

- Minor landscaping on the street side of the home to include tree/shrub planting and tree trimming. Does not include sod.

Note: Minor front porch repair, fencing repair/ replacement and minor landscaping may only be approved on the street side of the house. All other staff level repair/replacement may include the sides and rear of the home.
Any requested scope of work that is not specifically listed above will require Advisory Committee approval. Staff reserves the right to forward any application to Advisory Committee for approval. If an applicant would like to appeal the denial of a staff level application, they may do so by requesting it be presented to the Advisory Committee at the next meeting. The Advisory Committee will then review the application and consider the appeal. Staff will notify the Advisory Committee of all staff approved grants at the regularly scheduled Advisory Committee meetings.

The Downtown CRA Advisory Committee, at their July 15, 2024 regular meeting, unanimously recommended approval of the agreement to the CRA Board.

The Florence Villa CRA Advisory Committee, at their July 15, 2024 regular meeting, unanimously recommended approval of the agreement to the CRA Board.

Staff recommended approval of the proposed Residential Improvement Grant process modification.

Board Member Yates questioned if it generally takes three months to approve residential improvement grants, what will the timeline be reduced to with the applications being approved on a staff level. Angie Hibbard responded that once the application is complete the turnaround can be between one (1) week to ten (10) days for a resident that can front their own money for the residential improvements and two-to-three weeks if the resident relies on Six/Ten to front the money.

Board Member Dantzler wanted to clarify the parts of the home that we are currently working on as part of the grant. Discussion ensued.

Board Member Threlkel motioned to approve the residential improvement grant process modification. Seconded by Board Member Birdsong. **Motion carried by unanimous vote (6-0).**

b. Reappointment of Advisory Committee Members

Angie Hibbard presented members who have made application to be reappointed for the term October 1, 2024 – September 30, 2026 as follows:

Downtown:	**Florence Villa:**
Jessie Skubna (Seat 7)	Deldrick Leonard (Seat 7)
Julie Sands (Seat 8)	JoNathan "Joey" Hillard (Seat 8)
Dr Panogiotis Iakovidis (Seat 9)	Kamesha Williams (Seat 10)
Chris Sexson (Seat 10)	

Staff recommended the CRA Board to reappoint the Advisory Committee Members.

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Chairman Yates acknowledged that it can be a stretch sometimes to get a quorum and he questioned how the committees were doing on attendance. Samise Lee provided a report on the attendance of the members for both the Downtown and Florence Villa CRA Advisory Committees. Discussion ensued.

Chairman Yates requested that the staff check to make sure the minimum expectations for attendance are being met.

Board Member Threlkel motioned to reappoint the CRA Advisory Committee Members. Seconded by Board Member Birdsong. **Motion carried by unanimous vote (6-0).**

c. FY 2024-2025 Budget

Angela Hibbard presented a fiscal year 2024-2025 draft budget for consideration. Based upon the current millage rate of 6.59, the Downtown CRA is anticipated to receive $3,688,373 in ad valorem revenue and interest for fiscal year 2024-2025. Based upon the current millage rate of 6.59, the Florence Villa CRA is anticipated to receive $1,294,530 in ad valorem revenue and interest for fiscal year 2024-2025.

Board Member Dantzler mentioned that it would be nice for the staff to survey the commissioners, for both districts, on their ideas while we work on budget allocations. City Manager, T. Michael Stavres responded.

Chairman Yates inquired about the biggest line item – the FDOT Pond and wanted to confirm the actual cost of the project.

Discussions ensued on the projects for both the Downtown and Florence Villa District in reference to actual costs and other project details.

The Downtown CRA Advisory Committee, at their July 15, 2024 regular meeting, unanimously recommended approval of the Budget to the CRA Board.

The Florence Villa CRA Advisory Committee, at their July 15, 2024 regular meeting, unanimously recommended approval of the Budget to the CRA Board.

Staff recommended that the CRA Board approve the proposed FY 2024-2025 budget.

Board Member Mercer motioned for the approval of the budget recommendations for Fiscal Year 2024-2025. Seconded by Board Member Threlkel. **Motion carried by unanimous vote (6-0).**

5. <u>Advisory Committee Minutes (informational only)</u>

a. Florence Villa Advisory Committee Meeting:
    i. July 15, 2024
b. Downtown Advisory Committee Meeting:
    i. July 15, 2024

6. <u>Other Business</u>

a. Comments from the Board
    i. Chairman Yates asked if staff could change the December 9, 2024 CRA Board meeting date due to a scheduling conflict.

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b. Comments from the Staff
    i. Next Regular Meeting Date – December 9, 2024
    ii. Angie Hibbard provided brief grant updates for both the Downtown and Florence Villa areas.
c. Comments from the Public
    i. None

7. <u>Adjournment</u>

Meeting adjourned at 5:59 PM

WINTER HAVEN CRA BOARD **ATTEST:**

Brian Yates
CRA Board Chair

Angie 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: November 25, 2024

TO: CRA Board

VIA: Eric Labbe, Director of Economic Opportunity & Community Investment

FROM: Angie Hibbard, CRA Manager

SUBJECT: Redevelopment Grant Agreement – Hakim Rasheed

BACKGROUND

Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370.

Hakim Rasheed has submitted a request for development incentives for a duplex he is constructing located at 207 Avenue P NE. The proposed Redevelopment Grant Agreement provides for reimbursement of water and wastewater connection fees associated with constructed units, up to a maximum of $12,646.74.

FINANCIAL IMPACT

If approved, a maximum of $12,646.74 will be paid from the Development Incentives line of the Florence Villa CRA Budget. This is a reimbursement grant provided after substantial completion of the units and payment of water and wastewater connection fees is made to Winter Haven Water.

CRA PLAN ALIGNMENT

- **Goal:** 2 – Improve housing conditions and increase affordable housing stock.
    - **Objective:** 2.2 – Continue infill housing development projects.

ADVISORY COMMITTEE RECOMMENDATION

The Florence Villa CRA Advisory Committee, at their October 21, 2024 regular meeting, unanimously recommended approval of the Redevelopment Grant Agreement to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve the Redevelopment Grant Agreement with Hakim Rasheed.

ATTACHMENTS

- Redevelopment Grant Agreement

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made and entered into as of the 4th day of December 2024, 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 Hakim Rasheed, an individual (hereinafter referred to as “Mr. Rasheed"), its successors or permitted assigns.

WHEREAS, pursuant to CRA Resolution R-21-01 and Section 163.370, 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 163.370; and

WHEREAS, Mr. Rasheed is developing certain real property located at 207 Avenue P NE, Winter Haven, FL said real property being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, said development includes the construction of a duplex on a previously vacant parcel within the Florence Villa CRA (hereinafter the “Project”); and

WHEREAS, Mr. Rasheed has committed to undertake the construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Florence Villa Community Redevelopment Plan, specifically Goal 2, “Improve housing conditions and increase affordable housing stock”, and Objective, “Continue infill housing development projects”; and

WHEREAS, Mr. Hakeem has represented that payment of water & wastewater impact fees is an unanticipated and unbudgeted expense with respect to the Project; and

WHEREAS, the total cost for water & wastewater connection fees and related tap fees has been estimated by Winter Haven Water at $12,646.74: and

WHEREAS, the Project is located within the Florence Villa Community Redevelopment Area and is anticipated to increase the ad valorem Taxable Value of the Property; and

WHEREAS, the Florence Villa CRA Advisory Committee affirmatively voted by a majority of members present at its regular meeting held October 21, 2024 to recommend approval of the Agreement to the CRA Board of Commissioners.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

§ 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference.

§ 2. Reimbursement of Water & Wastewater related fees: Upon payment of water & wastewater impact fees and related tap and meter set fees associated with the Project, Mr. Rasheed shall be eligible to receive a reimbursement grant incentive for up to $12,646.74 for said Project expenses related to water & wastewater connection fees and related tap and meter set fees. Proof of payment shall be submitted to CRA staff prior to reimbursement. Reimbursement shall not exceed $12,646.74.

§ 3. Appropriation and Availability of Funds. Funding authorized by this Agreement is subject to appropriation and availability as determined by the CRA.

§ 5. Mr. Rasheed Default. Subject to the provisions of Section 7.11 below, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by Mr. Rasheed hereunder:

§ 5.1. Mr. Rasheed defaults in the performance of any material obligation imposed upon him under this Agreement and Mr. Rasheed does not commence to cure such default within thirty (30) calendar days after delivery of notice of such default from the CRA and diligently pursue such cure to completion thereafter within forty-five (45) calendar days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

§ 5.2. Any express statement, representation or warranty made by Mr. Rasheed herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations of the CRA hereunder; or

§ 5.3. (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Mr. Rasheed bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Mr. Rasheed, or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to Mr. Rasheed, or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

§ 5.4. Upon the occurrence of any Event of Default by Mr. Rasheed hereunder; the CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the CRA hereunder, including the reimbursement set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the CRA at law or equity.

§ 6. CRA Default; Remedy. Subject to the provisions of Section 7.11 below, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the CRA hereunder:

If for any reason the CRA fails to timely complete any or all of its obligations under this Agreement and the CRA does not commence to cure such default within thirty (30) calendar days after delivery of such notice of default from Mr. Rasheed and diligently pursue such cure to completion within forty-five (45) calendar days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the CRA does not receive and/or is unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to Mr. Rasheed as a result thereof shall not constitute a default by the CRA hereunder.

If at any time there is a default by the CRA which is not cured within any applicable cure period provided herein, Mr. Rasheed shall have the right to seek from the CRA all monetary and/or payment obligations of the CRA as set forth in this Agreement.

§ 7. Miscellaneous.

§ 7.1. This Agreement sets forth the entire agreement between the parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties, except as otherwise specified in this Agreement.

§ 7.2. This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board of Commissioners.

§ 7.3. In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

§ 7.4. This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

§ 7.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile signature shall be deemed an original signature for purposes of this Agreement.

§ 7.6. The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

§ 7.7. The parties agree that they are not partners or joint venturers, and neither is agent for the other.

§ 7.8. This Agreement shall not be binding upon any party until it is executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

§ 7.9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder, without the express written consent of the other party and approved by the CRA Board of Commissioners which approval may be withheld, conditioned and/or delayed.

§ 7.10. No member, official or employee of the City of Winter Haven, Florida ("City") and/or the Winter Haven Community Redevelopment Agency or the City and/or the CRA staff shall be personally liable to Mr. Rasheed, or to any person with whom Mr. Rasheed shall have entered into any contract, or to any other person in the event of any default or breach by the CRA or for any amount which may become due to Mr. Rasheed or any other person under this Agreement.

§ 7.11. Neither Mr. Rasheed nor the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 7.11 shall deliver notice to the other party as provided in Section 7.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the execution of time granted as a result of such delay has ended.

§ 7.12. To the extent permitted by law, including Section 768.28, Florida Statutes (2019), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Non-Indemnifying Parties") from and against all suits or actions of any kind brought against the Non-Indemnifying party 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 any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any immunity it may have as provided by law or the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or

otherwise.

§ 7.13. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

§ 7.14. Neither this Agreement nor the obligations imposed upon the CRA hereunder shall be or constitute an indebtedness or general obligation of the CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CRA or other Governmental Authority. Mr. Rasheed agrees that the obligation of the CRA to make any payments by the CRA to Mr. Rasheed pursuant to this Agreement shall be subordinate to the obligations of the CRA to pay debt service on any bonds issued by the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the CRA in any fiscal year while this Agreement is in effect.

§ 7.15. Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

§ 7.16. Notwithstanding any other provision of this Agreement, if an audit of the CRA is conducted regarding the payments made under this Agreement and additional evidence regarding the payments made under this Agreement is required then in that event Mr. Rasheed agrees that Mr. Rasheed shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CRA relating to payments made by the CRA under this Agreement within thirty (30) calendar days of receipt of the CRA's written request for same.

§ 7.17. The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

§ 7.18. All legal actions rising out of or connected with this Agreement must be instituted in the Circuit Court of Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

§ 7.19. Any notices or reports required by this Agreement shall be in writing sent by either: (i) United States Certified Mail Postage Prepaid, Return Receipt Requested; or (ii) a nationally recognized special delivery service (e.g. Federal Express, DHL, UPS, etc.) addressed to the party to be so notified as follows:

For the CRA: CRA Board Chairman

City of Winter Haven
451 Third Street, NW
Winter Haven, Florida 33881

Angela Hibbard, CRA Manager
City of Winter Haven
451 Third Street, NW
Winter Haven, Florida 33881

With a copy to:
(which shall not constitute notice)

Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33831

For Mr. Rasheed:

(The rest of this page intentionally left blank; execution follows on page 7)

IN WITNESS WHEREOF, the parties have executed this REDEVELOPMENT GRANT AGREEMENT as of the date first set forth above.

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

THE WINTER HAVEN COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Chair, Board of Commissioners
Date: _____

Two Witnesses:

_____
Print Name: _____

_____
Print Name: _____

MR. HAKEEM RASHEED,
An Individual

By: _____

Date: _____

Two Witnesses:

_____
Print Name: _____

_____
Print Name: _____

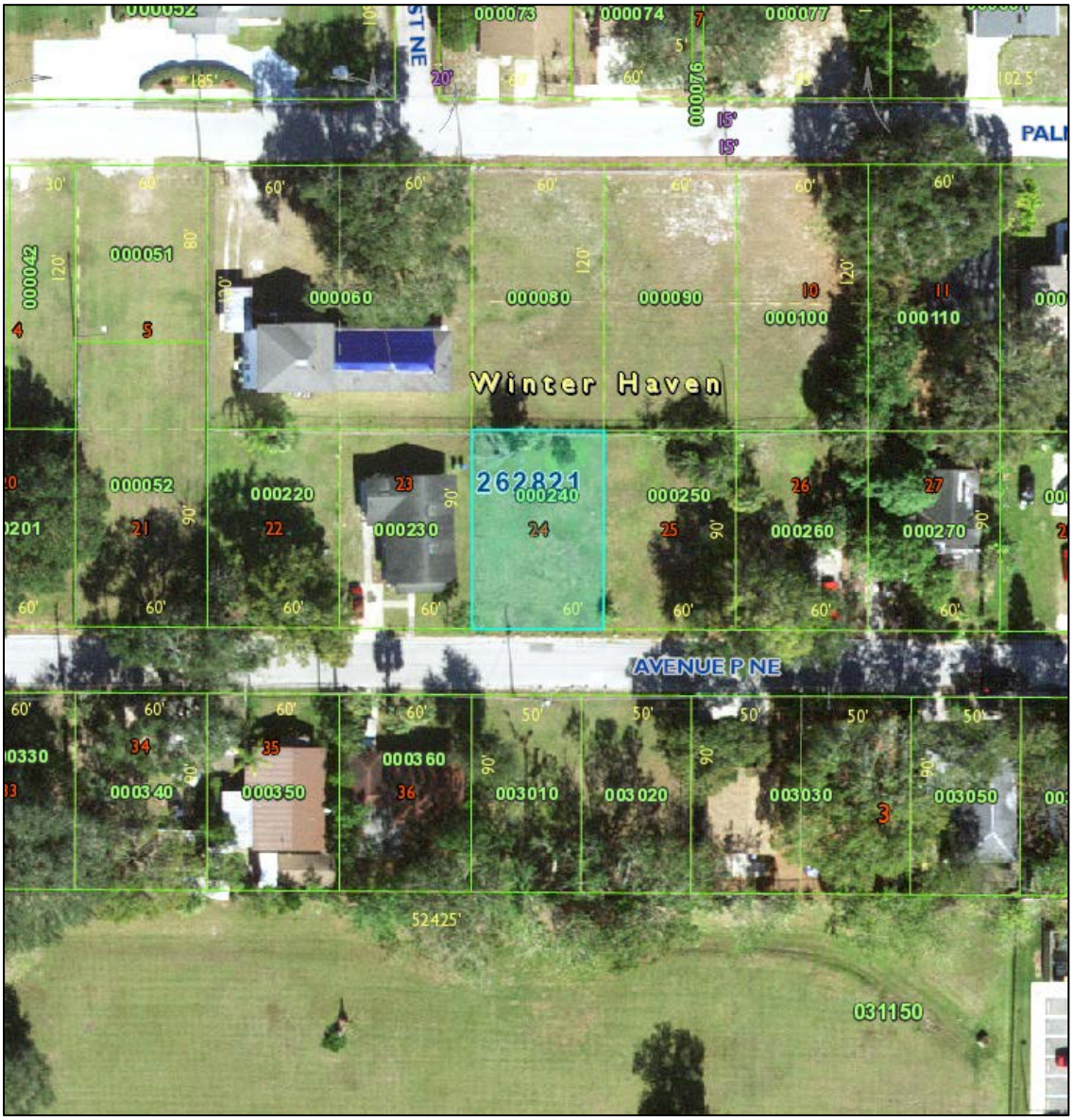
EXHIBIT 'A' TO
REDEVELOPMENT GRANT AGREEMENT

Property Description:

Lot 24, C.W. Harrington Subdivision, Plat Book 5, Page 10, Public Records of Polk County, Florida. Section 21, Township 28 South, Range 26 East,

Parcel Identification Number: 26-28-21-580100-000240

Address: 207 Avenue P NE, Winter Haven, FL 33881



DATE: November 27, 2024

TO: CRA Board

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Resolution R-CRA-24-02

BACKGROUND

Study data reference in the Florence Villa Community Redevelopment Plan indicates that the single family residential owner occupancy rate is approximately two-thirds of the City's average and the renter occupancy rate is approximately one-third higher. Additionally, the number of vacant single family homes in Florence Villa is approximately 20% higher than the City average. These metrics indicate a strong preference and demand for multi-family housing rental units within the redevelopment area. Additionally, the CRA staff has been contacted by several developers inquiring about incentives available for smaller rental unit projects.

In response to these metrics and inquiries, staff has developed the Florence Villa New Construction Missing Middle Rental Program. The purpose of the program is to increase the availability of new rental units within the Florence Villa Community Redevelopment Area by providing a reimbursement of 10% of construction cost, up to $75,000 for eligible projects.

Eligible projects include the development of duplexes, triplexes, attached townhomes, and apartment projects of 15 units or less, for rent only.

- Applicants must make application and be approved by the Florence Villa CRA Advisory Committee prior to commencement of construction.
- Funds will be awarded on a first come, first approved basis. When budgeted funds are expended and/or encumbered, no more application will be presented for approval. Staff may continue to take in applications and create a waiting list.
- Must commence construction within 6 months of approval. If construction does not commence within 6 months, the funds allocated towards that project may be released and made available to the next eligible applicant. Applicant may re-apply.

FINANCIAL IMPACT

There is no immediante direct financial impact associated with approval of this resolution. Upon approval staff will develop an application and present a budget proposal to the Florence Villa CRA Advisory Committee and the CRA Board for approval.

FLORENCE VILLA CRA PLAN ALIGNMENT

- **Goal 2:** Improve housing conditions and increase affordable housing stock
  - **Bullet 2** – Continue infill housing projects
  - **Bullet 6** – Increase quality and quantity of middle-income housing

ADVISORY COMMITTEE RECOMMENDATION

The Florence Villa Advisory Committee, at their October 21, 2024 regular meeting, unanimously recommended approval of the Florence Villa New Construction Missing Middle Rental Program and its forwarding to the CRA Board for consideration.

RECOMMENDATION

Staff recommends the CRA Board approve Resolution R-CRA-24-02 establishing the Florence Villa New Construction Missing Middle Rental Program development incentive.

ATTACHMENTS

- Resolution R-CRA-24-02

RESOLUTION R-24-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF WINTER HAVEN, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ESTABLISHING THE "FLORENCE VILLA NEW CONSTRUCTION MISSING MIDDLE RENTAL PROGRAM" DEVELOPMENT INCENTIVE PROGRAM WITHIN THE FLORENCE VILLA COMMUNITY REDEVELOPMENT AREA IN ACCORDANCE WITH, AND RECOGNIZING AND ACKNOLWDGING THE GOALS AND OBJECTIVES OF THE FLORENCE VILLA COMMUNITY REDEVELOPMENT PLAN; MAKING FINDINGS; PROVIDING PROCEDURES AND ADMINISTRATIVE DIRECTION REGARDING SAID DEVELOPMENT INCENTIVE; REPEALING CONFLICTING RESOLUTIONS AND AUTHORIZING THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven, Florida Community Redevelopment Agency ("CRA") desires to facilitate further redevelopment opportunities within the Florence Villa Community Redevelopment Area specific to smaller scale rental housing units, commonly referred to as "Missing Middle" housing; and

WHEREAS, the Florence Villa CRA Advisory Committee, established by the CRA, has reviewed and affirmatively endorsed and recommended approval for certain development incentives, which are further described herein, to be established and utilized by the CRA for eligible properties located within the boundaries of the Florence Villa Community Redevelopment Area; and

WHEREAS, at a lawfully convened public meeting of the CRA, the CRA approved the development incentives specified herein by motion, and;

WHEREAS, it is the intent of this Resolution to formally approve and articulate the development incentives specified herein and to instruct CRA staff to implement the same; and

WHEREAS, the CRA finds the development incentives specified herein to be consistent with (a) the Community Redevelopment Plan for the Florence Villa Community Redevelopment Area, (b) the Community Redevelopment Act of 1969, codified at Part III, Chapter 163, Florida Statutes, and (c) City of Winter Haven, Florida Resolutions R-00-07 and R-20-59.

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

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

2. The following development incentives are approved for use within the Florence Villa Community Redevelopment Area:

   <u>The Florence Villa New Construction Missing Middle Rental Program:</u>

The purpose of this incentive program is to increase the availability of new rental units within the Florence Villa Community Redevelopment Area by providing developers of newly constructed duplex's, triplex's, attached townhomes, and apartments of 15 units or less, with a potential reimbursement of 10% of the construction cost of the project, up to $75,000, whichever is less all as determined and verified by CRA staff and so long as it is an eligible project as determined by CRA staff. Rehabilitation of existing units are not eligible for any funds under the incentive program approved herein.

The CRA will reimburse the Developer of eligible projects upon the issuance of a Certificate of Occupancy or Certificate of Completion for eligible improvements under the incentive program approved herein subject to verification and approval by CRA staff. A Developer must make application and be approved by the Florence Villa CRA Advisory Committee prior to the commencement of construction in order to be eligible for any Funds under the incentive program approved herein. Funds for any eligible project under the incentive program approved herein will be awarded on a first come, first approved basis. When all budgeted funds are expended and/or encumbered, no more applications will be approved. CRA staff may continue to take in applications and create a waiting list for when newly budgeted funds are available. There is no guarantee that funds will be budgeted for the development incentive program approved herein year over year. The Developer must commence construction within 6 months of approval. If construction does not commence within 6 months of approval, the funds approved for a particular project may be released and made available to the next eligible applicant. Applicants may re-apply.

3. Any and all conflicting resolutions are hereby repealed to the extent necessary to give this Resolution full force and effect.

4. That this Resolution shall take effect immediately upon passage.

The remainder of this page left intentionally blank

INTRODUCED AND PASSED by the Board of Commissioners of the City of Winter Haven Community Redevelopment Agency, on this 4th day of December, 2024.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF WINTER HAVEN, FLORIDA

By:_____
Chairman

ATTEST:

_____
Secretary

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr., City Attorney

DATE: November 19, 2024

TO: Chairman Yates and CRA Board Members

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Angie Hibbard, CRA Manager

SUBJECT: Appointment of Florence Villa CRA Advisory Committee Member

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BACKGROUND

The Winter Haven Community Redevelopment Agency By-Laws state in Sections 5-A-4 and 5-B-4 that the CRA Board shall reappoint members of both the Downtown and the Florence Villa Advisory Committee's seats to a term of two years. The term shall be from October 1, 2024 – September 30, 2026. Florence Villa CRA Advisory Committee Seat 6 was vacated in early 2024 when Tymesia Ellis-Miller moved out of Winter Haven. In January 2024, staff advertised to fill the vacancy.

According to Section 5 Item B. (Florence Villa Advisory Committee) of the Winter Haven CRA By-Laws:

3. The Committee shall be composed of ten (10) members who are residents of, or engaged in business within, the City of Winter Haven; provided, however, that a majority of the membership shall either reside or be engaged in business within the Florence Villa District with at least two (2) members also serving on the Florence Villa CDC Board. A majority of the members shall constitute a quorum to conduct business, and action may be taken upon a vote of a majority of the members present.

4. Terms of membership shall be for two (2) years. The Board shall appoint, or reappoint, Committee Members to fill seats numbered 1 - 10. The terms for seats 1 - 5 shall begin in October of odd numbered years. The terms for seats 6 - 10 shall begin in October of the even numbered years.

Staff received two applications from individuals interested in serving on the Florence Villa CRA Advisory Committee. Upon review, one of the applications was not sufficiently completed and it has been determined that the applicant has outstanding code compliance cases with the City, yet to be corrected or resolved. The second applicant, Ms. Cecilia Leonard, is a life-long resident of Winter Haven, a teacher with Polk County Public Schools for 21 years (Jewett Middle Academy for the previous 10 years), and a recent graduate of City University.

FINANCIAL IMPACT

There is no financial impact to the City or CRA with this request.

RECOMMENDATION

Staff recommends that the CRA Board appoint Ms. Cecilia Leonard to the Florence Villa Advisory Committee for the term from October 1, 2024 – September 30, 2026.

ATTACHMENT

- Appointment application – Cecilia Leonard

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) CRA Florence Villa Advisory
2) Library Board
3) Cultural Arts Advisory Committee

Name: Leonard (Last) Cecilia (First) Vontrece (Middle)

Address:
(Home) 2230 5th Street N E Winter Haven, Fl 33881
(Mailing) Same as Above
(Office) 601 Martin Luther King Jr. Blvd NE, Winter Haven, FL 33881

Phone: (Home/Cell) 863-299-5752/863-224-1054 (Office) 863-291-5320

(Email) cece1975l@gmail.com (Fax) _____

Employer: Polk County Public Schools

Position: Teacher Years/Months: 21

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☐	No ☑
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☐	No ☑

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ☐ No ☑

How long have you lived in Winter Haven? Years/Months: 49

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I am A life long resident of the city of Winter Haven with a love for the city and its People. I am committed to the growth and development of our city in general and Florence Villa in particular. I have seen the Florence Villa community when it was teeming with business, culture and a strong sense of community. I'm desirous of serving on the Florence CRA in order that I may help to restore the vitality and prosperity of the community for future generations, I value community service and therefore would be honored to serve on any committee within our great City.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I'm a Life-long member if First Missionary Baptist Church Winter Haven where the Rev. C. E. Dollison is pastor/Teacher. I've served as Youth Counselor from 2001-present, Adult Usher ministry, Women's Intermediate(WIA)Ministry, Education Council, Youth Sunday School teacher, and I'm currently a Keepers of the Flame Youth Ministry Director. In addition, to my FMBC service, I'm a member of the Coalition of 100 Black Women of Polk County, and Just us Girls mentoring program. I'm most proud and honored to serve as an educator, in the Polk County Schools as a Language Arts Instructor at Jewett Middle Academy for past ten (10) years of my twenty-one (21) years with PCPS.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

no

REFERENCES:

Name	Address	Phone
Clifton E Dollison	1899 2nd Street N W Winter Haven,	863 412-1290
Nat Birdsong	FVCDC 111 Avenue R. N E Winter	863 412-0288
Seretha Tinsley	353 6th Street S W Winter Haven, FL	863 299-7177
Abdulrahim Al-Khatib	1435 10th Street N E Winter Haven, Fl	863-651-2429

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 11/11/24

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: November 27, 2024

TO: Chairman Yates and CRA Board Members

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Angie Hibbard, CRA Manager

SUBJECT: Reappointment of CRA Downtown Advisory Committee Member

---

BACKGROUND

The Winter Haven Community Redevelopment Agency By-Laws state in Sections 5-A-4 and 5-B-4 that the CRA Board shall reappoint members of both the Downtown and the Florence Villa Advisory Committee's seats to a term of two years. The current term for Seats 6 - 10 shall be from October 1, 2024 – September 30, 2026.

The following members have made application to be reappointed:

Downtown:

Dave Dershimer (Seat 6)

FINANCIAL IMPACT

There is no financial impact to the City or CRA with this request.

RECOMMENDATION

Staff recommends the CRA Board reappoint the Advisory Committee Member.

ATTACHMENT

- Reappointment letter

City of Winter Haven
City Clerk

Mr. Dave Dershimer
190 Avenue A, NW
Winter Haven, FL 33880

SENT VIA EMAIL
Dersh@dershimerinsurance.com

JULY 3, 2024

Dear Mr. Dershimer,

Thank you for having served on the City of Winter Haven's Community Redevelopment Agency (CRA) Downtown Advisory Committee. Your term expires on September 30, 2024. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    × _____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: ✔ ✔
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

DATE: December 3, 2024

TO: CRA Board

VIA: Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Angie Hibbard, Community Redevelopment Agency Manager

SUBJECT: Retail Strategies Program and Grant Opportunity

BACKGROUND

City staff, including the City Manager's office, has engaged Retail Strategies to explore a program they offer called Small Business Support. The program consists of a series of "learning paths" that have short videos to assist or train local business owners on a variety of topics, designed to help their business grow and be as successful as possible. There are currently five themed learing paths with multiple modules and videos that are around 5 – 30 minutes each in length. These videos and resources are accessed by participants through an online portal. Staff would have the ability to track individual progress and overall participation in the program. There are currently thirty (30) training courses within the five learning paths. A participant may complete the training at their own pace. The City's subscription to Retail Strategies Small Business Supoort program would facilitate community wide access to the learning platform app, the engagement toolkit, Certificates of Completion and badges for learner incentives, on-demand reporting, and customer support.

The cost of the program for the City is $45,000 annually. In an effort equitably fund participation in the program based upon anticipated community use, staff proposes to fund participation as follows:

- Florence Villa CRA - $10,000
- Downtown CRA - $17,500
- City's General Fund - $17,500

Additionally, a new CRA reimbursement grant program is envisioned to go hand in hand with the Small Business Support program by providing up to $5,000 reimbursement for specific business needs that are related to the various learning paths. The initial concept is that a business would complete at least two of the paths to be eligible for the reimbursement grant.

FINANCIAL IMPACT

The total cost to the Florence Villa CRA is a maximum of $30,000. The total cost to the Downtown CRA is a maximum of $57,500. The FY 2024-25 Florence Villa and Downtown CRA Budgets have sufficient excess funds to accommodate the request.

CRA PLAN ALIGNMENT

FLORENCE VILLA CRA PLAN

- **Goal 1:** Attract business and economic development opportunities.
    - **Objective 1.4 –** Support job training, education, and business development programs.
    - **Objective 1.6 -** Provide incentive for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.

DOWNTOWN CRA PLAN

- **Goal: 1**: Enhance Economic Development by Supporting Existing Businesses and Attracting New Investment to The Downtown District
    - **Objective: 1.3** – Expand the economic base of the district by encouraging the retaining of existing jobs and the creation of new diverse employment opportunities.
    - **Objective: 1.7** – Initiate programs to improve and strengthen existing businesses, including marketing and promotion, small business loans and other financial incentives.

ADVISORY COMMITTEE RECOMMENDATION

The Florence Villa CRA Advisory Committee, at their October 21, 2024 regular meeting, unanimously recommended funding of the Retail Strategies Small Business Support Program in the amount of $10,000 and the associated reimbursement grant program in the amount of $20,000 to the CRA Board for approval.

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, unanimously recommended funding of the Retail Strategies Small Business Support Program in the amount of $17,500 and the associated reimbursement grant program in the amount of $40,000 to the CRA Board for approval.

RECOMMENDATION

Staff recommends the CRA Board approve utilizing excess available funds to purchase the Retail Strategies Small Business Support Program with $10,000 from the Florence Villa CRA Trust Fund and $17,500 from the Downtown CRA Trust Fund as well as $20,000 from the Florence Villa CRA Trust Fund and $40,000 from the Downtown CRA Trust fund for the associated reimbursement grant.

ATTACHMENTS

- Retail Strategies Agreement
- Retail Strategies Small Business Support Program
- Downtown CRA Goal 1 and Objectives
- Florence Villa CRA Goal 1 and Objectives

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Winter Haven, FL and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this ____day of_____ 2024 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide professional consulting services to the Client (the "Services") detailed in Exhibit A.

2. TERM. The Consultant's engagement and provision of Services will commence upon the Execution Date. The Consultant's engagement and this Agreement will terminate automatically on the earlier of (i) the Client's completion of Services as set forth in Exhibit A, and (ii) twelve (12) months after the Execution Date.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to $45,000. The Consulting Fee will be due upon execution of contract.

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any

information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the following (the "Client Representatives:")

Angie Hibbard, CRA Manager

C. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

D. The Client hereby authorizes the Client Representative(s) (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, trainings, video resources, presentation decks, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. By the Consultant At-Will. The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. By the Consultant Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Winter Haven, FL
451 Third Street NW
Winter Haven, FL 33881
Email: ahibbard@mywinterhaven.com
Angie Hibbard, CRA Manager

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.

J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:
WINTER HAVEN, FL

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date

EXHIBIT A

I. CONSULTANT AGREEMENT – SMALL BUSINESS SUPPORT

This section outlines what Retail Strategies (the "consultant") will provide to Winter Haven, FL (the "client").

A. Onboarding & Enrollment

1. Partnership will begin with a kick-off call to detail program offering, discuss enrollment best practices, and estimate launch date:
    a. Kick-off call
        i. Zoom call with Small Business team to review platform, discuss best practices, and review the Engagement Toolkit.
    b. Engagement Toolkit
        i. Consult team will provide template messages, graphics, flyers, and other materials to support the Core Team with making outreach to local businesses regarding this training opportunity. Materials will be shared via Basecamp project management platform.
    c. Small Business Zoom Meeting
        i. Consultant team will Zoom into local business or Chamber meeting to provide an overview and demo of the training portal to businesses at a mutually convenient scheduled time.
    d. Ongoing Check-ins and Reporting
        i. Consultant team will provide reporting regarding engagement and participation in the training portal as requested.

A. Technical Assistance & Training Platform

1. Consultant team will launch a virtual, on-demand training portal for an unlimited number of small businesses in client community including the following content:
    a. Omni-channel Retail Strategies Learning Path
        i. Learning Path Outline
            1. Digital marketing strategy
            2. Customer segmentation
            3. Content writing and SEO
            4. Livestream selling
            5. Social media
            6. Social commerce
            7. Collabs, influencers, & pop-ups
    b. Restaurant Resilience Learning Path
        i. Learning Path Outline:
            1. Recovery
            2. Operations
            3. Finance
            4. Branding
            5. Marketing
            6. Leadership
    c. Holiday Trends & Outlook Learning Path
        i. Learning Path Outline:
            1. Maximizing Holiday Shopping for your Business
            2. Holiday Predictions & Outlook
            3. Canva Crash Course

4. Shop Local Graphics Template Kit

d. Business Modernization Learning Path:
    i. Learning Path Outline:
        1. Trends in Business Modernization
        2. Point of Sale Systems
        3. Artificial Intelligence
        4. Customer Experience
        5. Cybersecurity
        6. Theft Mitigation

e. Property Owner Training Learning Path:
    i. Learning Path Outline:
        1. 5 Factors that Drive Sales
        2. Creating a Successful Tenant Mix
        3. Lease Structure
        4. Custom Community Data

II. CLIENT AGREEMENT – SMALL BUSINESS SUPPORT

This section outlines what the "Client" will provide for Retail Strategies (the "Consultant").

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the Primary Point of Contact (POC.)
2. POC will be responsible for regular communications between Client and Consultant.
3. POC will be responsible for communicating all of Consultant's updates and activities to Client as necessary.
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders.
5. POC will be competent to aid Consultant in navigation of local political landscape.
6. POC will have access to Basecamp and will post and check messages and on – going local updates in a timely manner.

B. Information and Material Requested by Consultant:

1. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline.
2. If Client is a no-show for a scheduled presentation, the presentation will be recorded and posted to Basecamp but not rescheduled live.
3. Client recognizes that if the partnership timeline derails because of non-responsiveness of the Client, the partnership will move forward and deliverables or scheduled presentations may be foregone in an effort to remain on schedule.



Winter Haven, FL

Technical Assistance & Support Partnership

One company: Many solutions

About Us

Grown from a Commercial Real Estate firm, we focus on all facets of community development, recruitment and retention, downtown revitalization, and small business support. Our team of 70+ utilizes experience to make public-private partnerships thrive.

retail strategies

retail recruitment | retail academy | downtown strategies | small business support | retail advisor

Industry Involvement

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

ICMA

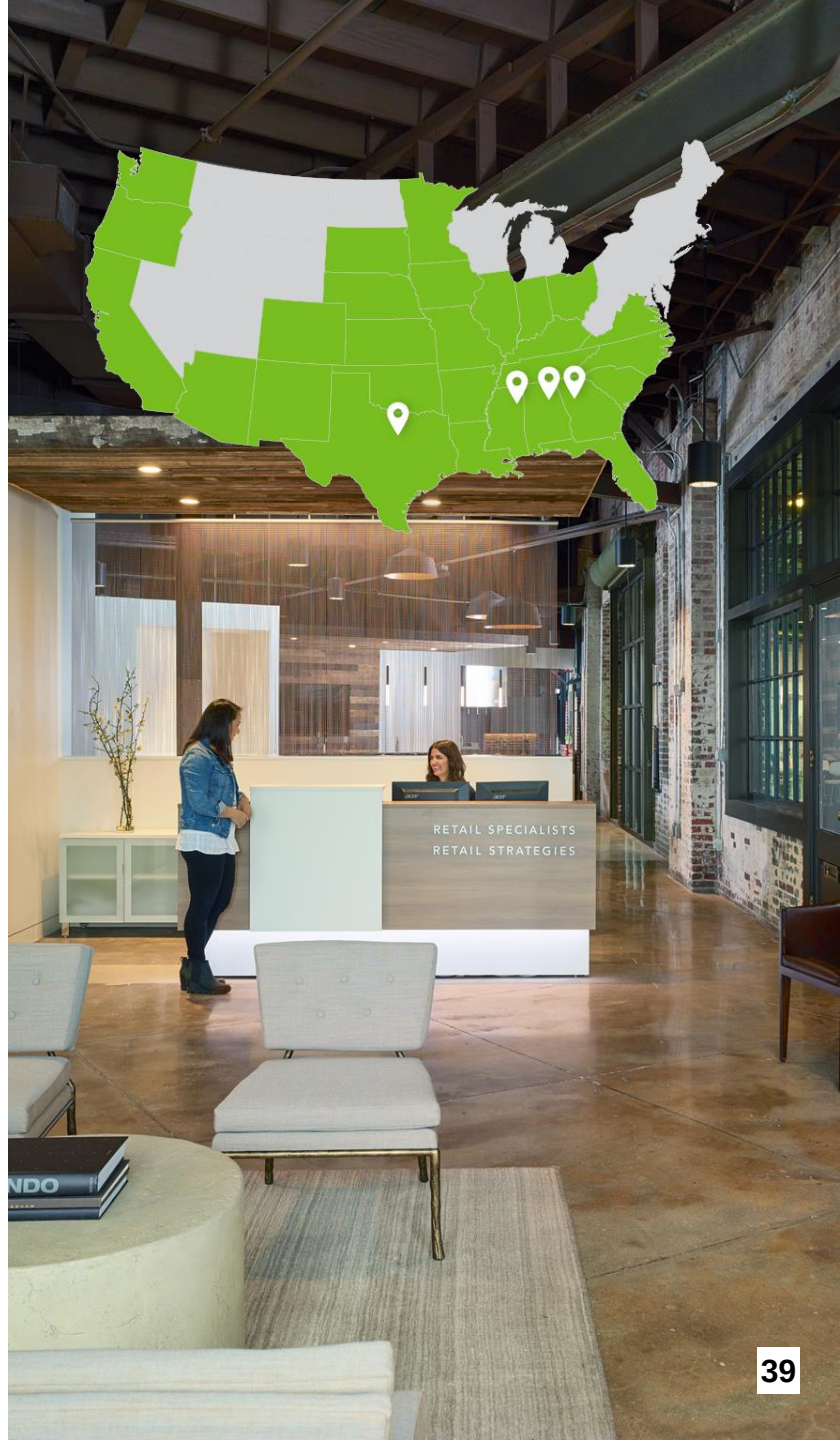
MAIN STREET AMERICA
2023 Allied Member

ICSC
INNOVATING COMMERCE SERVING COMMUNITIES

IDA
INSPIRED LEADERS SHAPING CITIES

Industry Leaders

- 150 years of community development experience
- Core Value: Trust-based relationships
- 1:5 Client – Team ratio



What we've heard...

In a 2020 Main Street America survey, over **60%** of US small businesses reported having **no online presence** prior to the COVID-19 pandemic.

Many small businesses said they needed immediate guidance on **modifying their business model** and technical training for **social media & e-commerce**.

MAIN STREET AMERICA®
2023 Allied Member

What we've heard...

According to an **ARPA investment tracker** provided by **National League of Cities, National Association of Counties**, and the **Brookings Institute, Small Business Support** is the top spending priority for localities looking to invest in economic development.



NACo

BROOKINGS

NLC NATIONAL LEAGUE OF CITIES

Implementation Team



Jenn Gregory

Jenn joined the Retail Strategies team in 2019 with a 13-year career in community development and downtown revitalization to form and launch the Downtown Strategies vertical. Since then, she's led partnerships in nearly 200 communities in 25 states. During the 2020 pandemic, Jenn launched the Small Business Support program of work to provide training and technical assistance to small businesses in rural communities. Jenn formerly served as CEO of a community development agency in Mississippi where she strategically transformed their Downtown. She also brings extensive governmental affairs expertise from her tenure as Assistant Director of a Federal legislative-branch agency on Capitol Hill.

Taylor Turner

As client services manager, Taylor provides assistance to Downtown Strategies and Small Business Support client communities. She serves as the main point of contact for clients, managing a busy schedule of touchpoints, trainings, and deliverables. She has recently obtained her real estate license to continue her growth in commercial real estate. Prior to joining the team, Taylor worked as a social media coordinator and started her own videography business. She is a graduate of Auburn University with a bachelor's degree in business administration with a concentration in marketing.

Small Business Support

Your Instructors

retail strategies

ZENERGY.

PROOF



Jenn Gregory, President, Downtownn Strategies

Jenn is the president of Downtown Strategies, where her focus is on community development for our client communities. Jenn advises communities on market analysis, tourism, economic vitality, and design updates for downtown areas. She also directly assists small businesses in client communities with elevating their digital presence, enhancing their omni-channel marketing strategies, and understanding market challenges in a post-COVID world.



Lacy Beasley, President, Retail Strategies

Lacy Beasley is the President of Retail Strategies, a full-service advisory firm that works with municipalities on retail and restaurant business recruitment through commercial real estate connections. She serves on the Board of Trustees for ICSC, the largest not-for-profit membership-based retail commercial real estate industry organization and also sits on the ULI Alabama Leadership Team.



Linda Farha, Founder & President, Zenergy Communications

As president of Zenergy Communications, Linda lead our Omni-channel Retail Strategies module and brings considerable hands-on experience in the digital marketing world. the During her 20-year tenure in the corporate world, she devised successful strategic solutions for both national and international organizations. Linda's energy, entrepreneurial nature, and ability to understand specific organizational needs and budgetary constraints, allows her to deliver optimal marketing and communications strategies



Kaleena Goldsworthy, Chief Operating Officer, Proof Incubator

Kaleena has a strong background in beverage consulting, restaurant management, product development, and small business ownership. She's the Chief Operating Officer of Proof Incubator, which provides industry education and mentorship through online programs, workshops, and one-on-one coaching for emerging CPG and food + beverage companies to help build stronger, more scalable, and sustainable businesses.

Technical assistance & training

Scope of Services

Five (5) Themed Technical Assistance & Training Learning Paths for Local Business Owners:

1. Omni-Channel Retail Strategies
2. Restaurant Resilience
3. Holiday Trends & Outlook
4. Property Owner Training
5. Business Modernization



Learning Paths

Detailed Content Overview



Technical assistance & training

Omni-channel Retail Strategies

What is a digital marketing strategy? – Receive an in-depth look at what digital marketing for retail truly is and what trends are shaping the way consumers shop.

Customer Segmentation – Define your target customers personas including demographics, geographic, psychographic, technographic, behavioral, needs-based, and/or values. Customer Segmentation Form available for download to help identify their target customers and create target personas.

Content Development – Learn the importance of curating and creating original content for your target customers.

Social Media – Hear how to pre-plan your social media content using our social media content template and guideline worksheet.

Livestream Selling – Livestream selling is estimated to be worth $35 billion in sales in 2024. Learn how to showcase products in a livestream selling environment combining entertainment, educational, and informative content such as demonstrations or tutorials.

Social Media Commerce – More than 40% of internet users will click “buy now” on social media platforms. Businesses will learn how to set up your businesses to sell online via social platforms.

Collabs, Influencers, & Pop-ups – From brand collabs and influencer marketing to the advantages of pop-ups, this session will describe new revenue generators for businesses and will include a pop-up cheat sheet.



Technical assistance & training

Restaurant Resilience Strategies

Recovery – Learn strategies to adjust for a more successful future in a post pandemic industry and discover tools to clearly define your business needs.

Operations – Take a step back and reevaluate your business model and operational structure and focus on finding your core strengths and weaknesses.

Finance – Explore the true costs of operating – from supply chain to costing to labor – to maximize financial stability and learn about various funding opportunities to grow your business.

Branding – Tap into your business' unique value to provide a clear message and experience your customers will never forget.

Marketing – Learn the fundamentals of marketing and immediately start using essential tools to grow your business.

Leadership – Implement practical management and training tools, creating a detailed employee handbook, and establish HR legal standards.



Technical assistance & training

Business Modernization Strategies

Trends in Business Modernization - Explore the latest shifts and innovations in business practices, technologies, and strategies to stay ahead of the curve and thrive in a dynamic and competitive market.

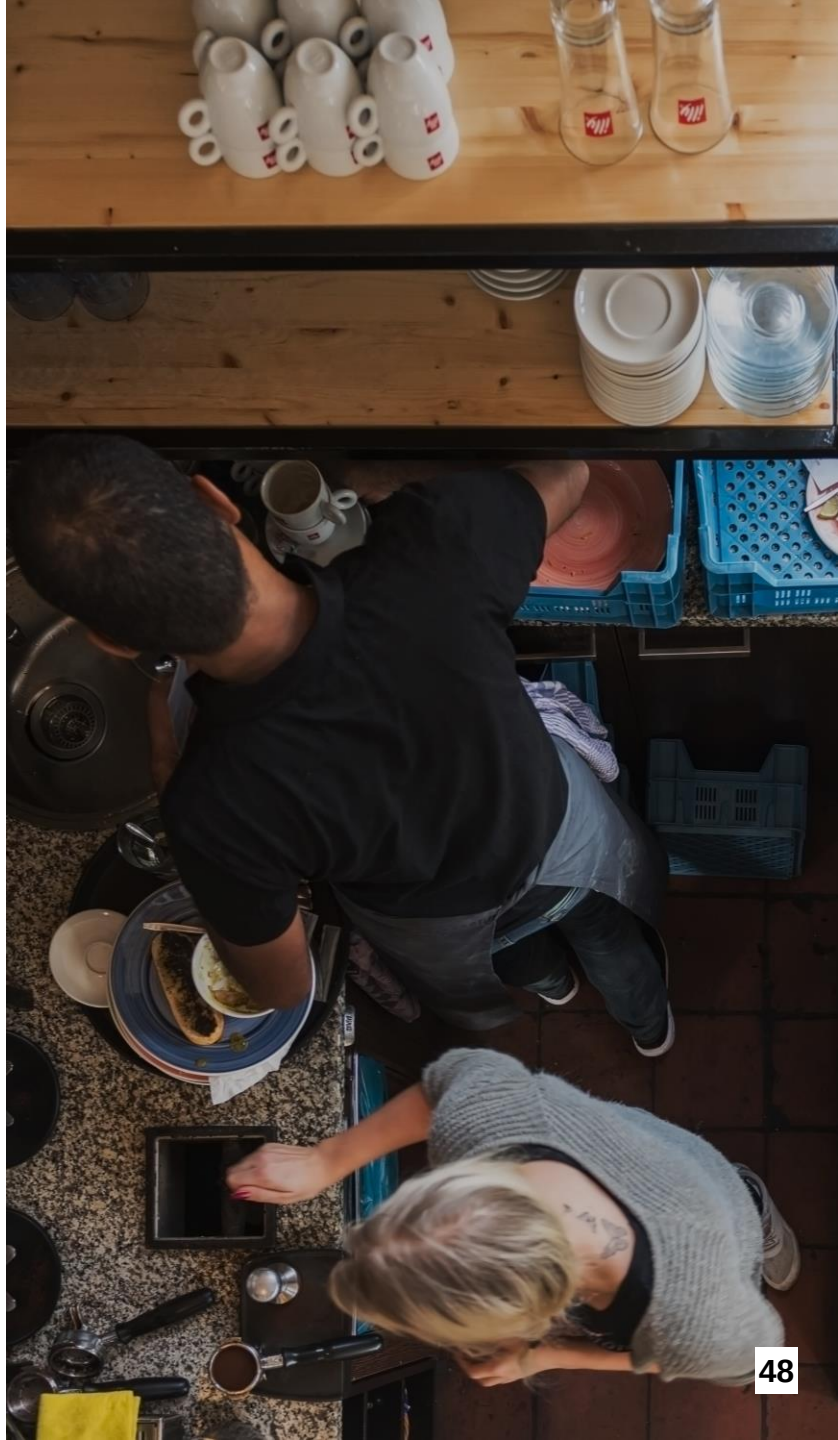
Point of Sale Systems – Master the implementation and optimization of cutting-edge Point of Sale (POS) systems, ensuring seamless transactions, inventory management, and data analytics for enhanced operational efficiency.

Artificial Intelligence – Delve into the world of Artificial Intelligence, understanding how to leverage AI technologies to automate processes, gain valuable insights, and drive intelligent decision-making in business operations.

Customer Experience – Prioritize customer satisfaction by refining the art of creating exceptional customer experiences, fostering brand loyalty, and adapting strategies that resonate with the evolving expectations of modern consumers.

Cybersecurity – Safeguard business operations and sensitive information by comprehensively addressing cybersecurity measures, covering threat detection, risk management, and the implementation of robust security protocols.

Theft Mitigation – Develop effective strategies to mitigate the risks of theft and fraud, implementing preventive measures and security protocols to protect assets, both physical and digital, and maintain the integrity of business operations.



Holiday Trends & Predictions

Maximizing Holiday Shopping for Your Business – The holiday shopping season is the most lucrative season for small businesses all year-long, but with continued emphasis on online shopping, how can small businesses be ready to maximize their earnings during this lucrative season? This course will detail specific strategies your business can implement and includes a month-by-month playbook for October, November and December to make sure your business is prepared for what's to come.

Holiday Predictions & Outlook – This timely course will be added to your learning platform in September, ensuring the freshest economic projections for the upcoming holiday season are delivered directly to you.

Canva Crash Course – Canva is quickly becoming the most widely-used graphic design platform for small businesses. We provide a crash course on how to navigate the platform for your business needs.

Shop Local Graphics Kit – Enjoy these complimentary Canva templates for promoting shopping locally during the holiday season. Templates can be edited to feature your unique brand components like colors, fonts and logos, while joining forces with peer businesses in the community to promote shopping small and shopping locally.



Property Owner Training

A Message from the President of Retail Strategies - In this opening greeting, Retail Strategies President Lacy Beasley gives highlights of the learning path and offers wisdom and insight from her decades as an award-winning professional in the retail and real estate industry.

5 Factors that Drive Sales – This micro-course offers training on the five real estate factors that will impact tenant store sales and defines the differences between national retail real estate and downtown/local retail real estate.

Creating a Successful Tenant Mix – In order to set businesses up for success, landlords should understand the elements of a successful tenant mix, which ranges from training on average sales per square feet, co-tenancy, restrictions and exclusions, and retail synergy.

Lease Structure - this micro-course demystifies concepts of leases such as terms, rent, NNN, tenant improvement allowances, utilities and trash, and uses.

Custom Community Data - In this custom mini-course, learners will get a peak into fresh data analytics and insights about your market, uncovering retail surplus or leakage, drive-time rings, and demographics of your customers.



Your Learning Portal

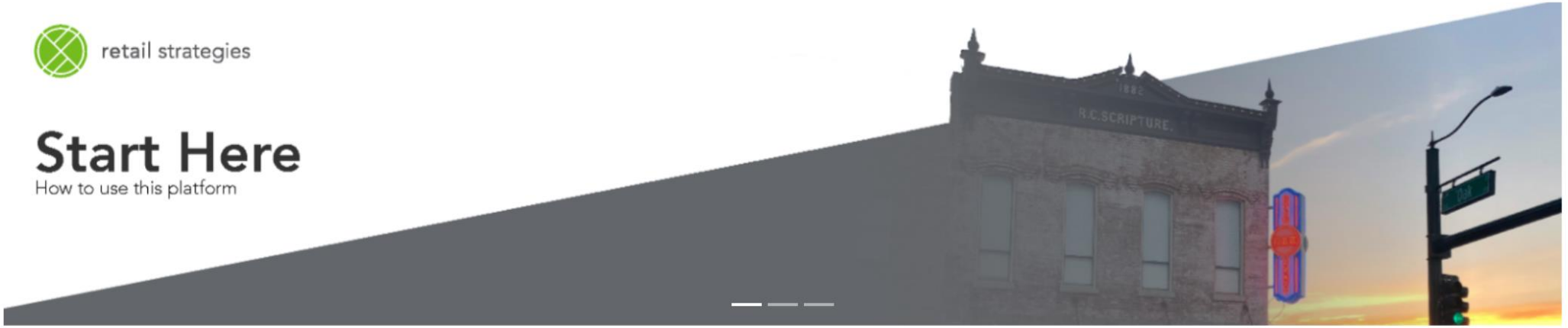
Demo: Features & Function



retail strategies

Start Here

How to use this platform



Hi Jenn, welcome back!

Courses | Learning paths

Learning in progress



Restaurant Resiliency: The New Reality

Last opened June 18, 2024

2/7 modules completed



Restaurant Resiliency: Strategic Enablers

Last opened June 28, 2024

4/5 modules completed



Omni-channel Retail: Social Media Content

Last opened June 14, 2024

2/3 modules completed



Omni-channel Retail: Collabs, Influencers & Pop-ups or Pop-ins

Last opened June 14, 2024

2/3 modules completed

Learning not started

View all











Enrollment & Engagement

Getting Your Businesses Enrolled



Engagement Toolkit

Resources for you to use to easily promote this training opportunity to your small business community:

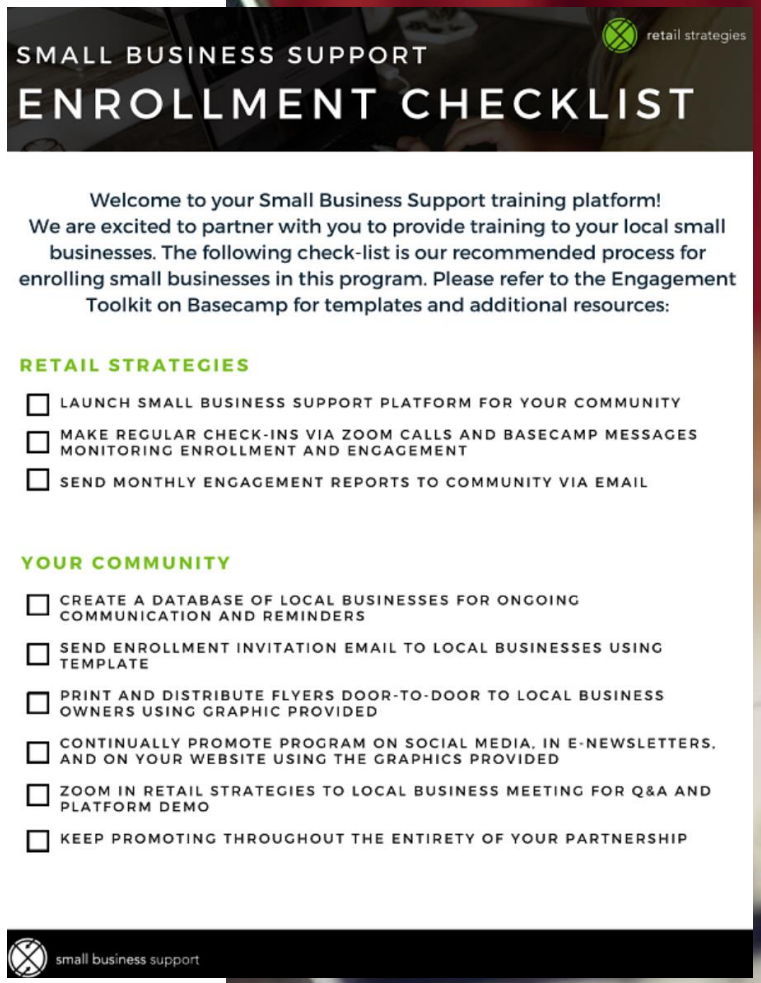
- Enrollment Checklist to keep you on track
- Template email enrollment invitation to send to your businesses
- Detailed information on logging into learning app
- Marketing materials to promote opportunity throughout the year via email, social media, e-newsletter or web:
    - Social graphics with QR code and link to enroll
    - 1-page flyer listing all learning paths
    - 1-page flyer for each learning path



Technical assistance & training

Your Enrollment Checklist

- ☑ Create a database of local businesses for ongoing communication and reminders
- ☑ Send enrollment invitation email to local businesses using template
- ☑ Print and distribute flyers door-to-door to local business owners using graphic provided
- ☑ Continually promote program on social media, in e-newsletters, and on your website using the graphics provided
- ☑ Zoom in Retail Strategies to local business meeting for Q&A and platform demo
- ☑ Keep promoting throughout the entirety of your partnership



Roles & Responsibilities

Getting Your Platform Launched

Retail Strategies Responsibilities

- Set-up Basecamp accounts for community partner
- Launch Small Business Support platform for your community
- Make regular check-ins via Zoom calls and Basecamp messages monitoring enrollment and engagement
- Send monthly engagement reports to community via email

Client Responsibilities

- Create a database of local businesses for ongoing communication and reminders
- Send enrollment invitation email to local businesses using template
- Print and distribute flyers door-to-door to local business owners using graphic provided
- Continually promote program on social media, in e-newsletters, and on your website using the graphics provided
- Zoom in Retail Strategies to local business meeting for Q&A and platform demo
- Keep promoting throughout the entirety of your partnership

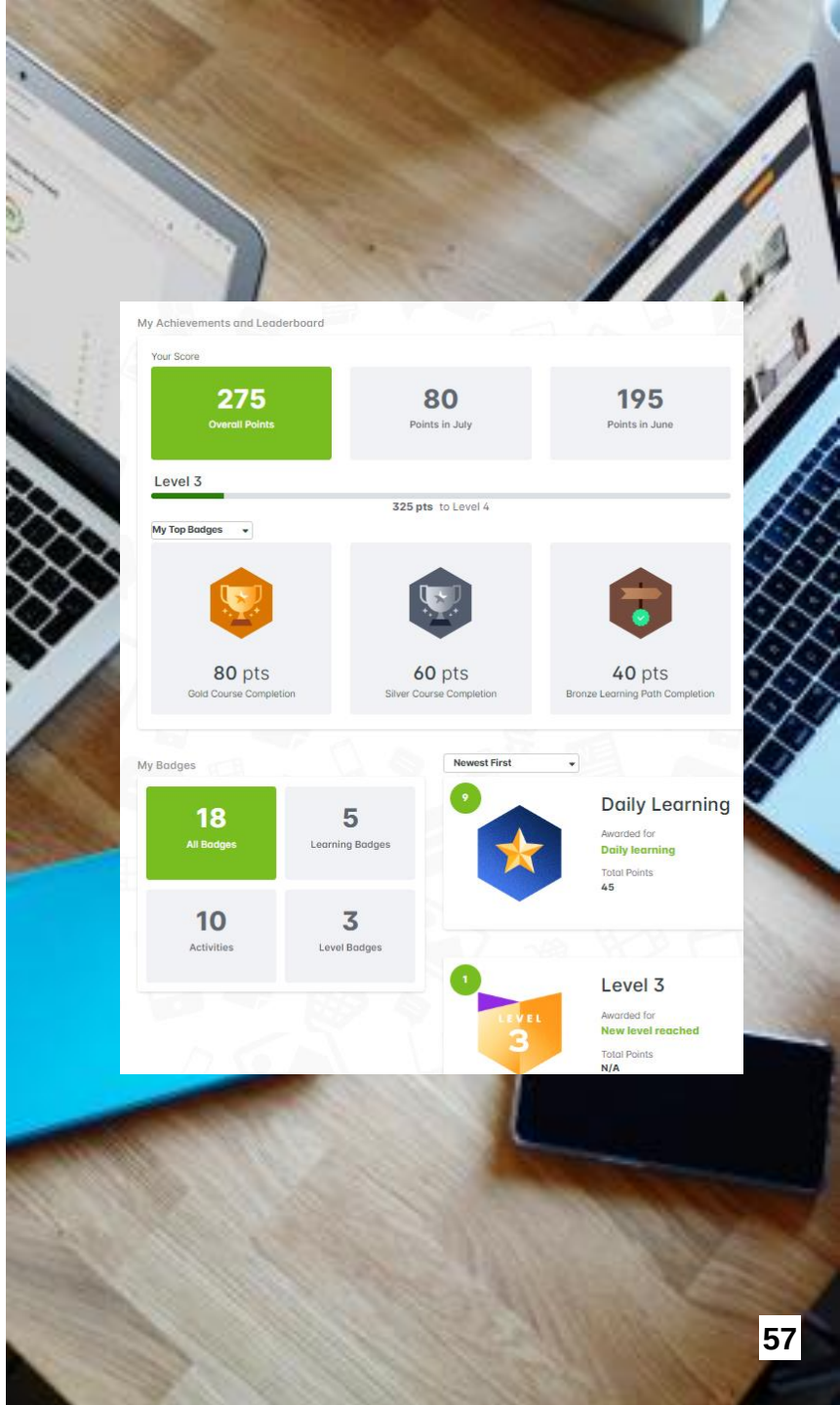
Small Business Support

Investment

$45,000

The total annual fee for completion of work is due upon execution of agreement, and then annually thereafter. Project fees are due within 30 days of receipt of the invoice. Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.

- Access to 30 training courses making up 5 learning paths for unlimited local businesses for 12 months in our self-led, go at your own pace platform
- Access to learning platform app
- Engagement Toolkit
- Certificates of Completion and badges for learner incentives
- On-demand Reporting
- Customer Support





retail strategies // small business support

Jenn Gregory jgregory@retailstrategies.com

Taylor Turner tturner@retailstrategies.com

Goals, and Objectives of the Winter Haven Downtown Community Redevelopment Agency

The following are goals and objectives/initiatives identified as part of the CRA Plan Update. A number of goals and objectives have been carried over from the 2000 Redevelopment Plan to continue to advance revitalization efforts within the Downtown District.

Goal 1: Enhance Economic Development by Supporting Existing Businesses and Attracting New Investment to the Downtown District

Objectives

- Build an entrepreneurial ecosystem and collaborative business environment to the benefit of small business development and diversification of the Downtown CRA economy.
- Enhance economic development and support businesses (existing and future) by monitoring the parking system to ensure it is appropriate for the scale of businesses and activities anticipated.
- Expand the economic base of the district by encouraging the retaining existing jobs and the creation of new diverse employment opportunities.
- Develop a business attraction strategy to encourage the creation of a well-curated mix of businesses including healthcare, business to business (B2B) employers, restaurants, boutiques, and vendors.
- Leverage relationships with large scale community employers to create additional employment opportunities in the District.
- Encourage proactive engagement with the development community to help plan, implement, and achieve the community's vision over time, including lifestyle activities. Examples include visual appeal, walkabilty, bikeability, dog parks, and active and recreation passive spaces.
- Initiate programs to improve and strengthen existing businesses, including marketing and promotion, small business loans and other financial incentives.
- Create investment opportunities that will increase the tax base thereby generating additional revenues to finance actions that support public goals.

Goal 2: Formulate Economic Development Strategies That Take Advantage of Existing and Proposed Government Projects and Programs

Objectives

- Develop economic incentives and strategies for industry relocation.
- Capitalize on development and redevelopment opportunities associated with the Chain of Lakes.
- Capitalize on Winter Haven's identity as a regional medical service provider to attract new businesses and create jobs.
- Form a partnership with higher education institutions to establish educational and training programs that strengthen the capabilities of the local labor force.
- 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.
- Develop strategies to reduce/eliminate industrial Land Use and zoning districts and develop programs and policies to encourage existing industrial companies to relocate to other suitable locations within Winter Haven and provide opportunities for redevelopment of Downtown CRA area property for contemporary uses.

Goals, and Objectives of the Florence Villa Community Redevelopment Agency

Florence Villa CRA Goals and Objectives

The following are draft goals and objectives/initiatives identified as part of the CRA Plan Update.

Goal 1: Attract business and economic development opportunities.

Objectives

- Modify land use policies to better allow for redevelopment.
- Develop cost-sharing policies for infrastructure improvements.
- Develop criteria to identify and support catalyst site developments.
- Support job training, education, and business development programs.
- Support land parcel assembly, code enforcement, and demolition for potential redevelopment.
- Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.
- Continue to Consider and seek ways to implement the First Street North Corridor Study.
- Develop a loan pool to support investment opportunities.
- Expand Broadband throughout the CRA.
- Apply for New Market Tax Credit program.
- Identify mixed use development opportunities along the First Street corridor.
- The CRA, Florence Villa Community Development Corporation, churches, and civic leaders should work together to develop the organizational framework and institutional relationships to facilitate effective redevelopment activities.

Goal 2: Improve housing conditions and increase affordable housing stock.

Objectives

- Continue to identify and remove dilapidated housing structures that pose a threat to public health and safety.
- Continue infill housing development projects.
- Work with City and Code enforcement through more of a "helping hands" rather than disciplinary program.
- Partner with private developers to apply for Low-Income Housing Tax Credit projects.
- Increase residents' and businesses' pride and responsibility in the CRA neighborhoods.
- Increase quality and quantity of middle-income housing.

- Implement home repair assistance programs.

Goal 3: Embrace Florence Villas African American History, Culture and Education.

Objectives

- Support development of culture, art and education facilities.
- Encourage Partnerships to leverage local assets including private and public resources as part of an economic development initiative to build facilities and sponsor programs.

Goal 4: Reduce crime and create a safer living environment.

Objectives

- Continue to encourage coordination between the Winter Haven and Polk County Police Departments.
- Establish neighborhood policing efforts in the community.
- Continue code enforcement program.

Goal 5: Improve Community Programs, Parks and Recreation.

Objectives

- Work to offer fee waivers for after school programs for qualified applicants. Continue to provide programs on weekends and breaks from school.
- Continue installing sidewalks to connect residences to and schools and parks.
- Improve the Winter Haven Recreation and Cultural Center.
- Work to improve stormwater treatment facilities through low impact design.

DATE: November 25, 2024

TO: CRA Board

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: 2nd Amendment to Developer's Agreement – The Jade

BACKGROUND

The Winter Haven Community Redevelopment Agency (CRA) and the City of Winter Haven (City) entered into a Developer's Agreement dated November 14, 2022 with 1150 WHG LLC (Developer) providing for tax increment financing rebates not to exceed $10,000 per multi-family unit for up to 211 units. The Developer subsequently incurred significant, substantial, and unanticipated development costs concurrent with the construction of Phase 1, requiring and additional investment of approximatley $4.6 million, reducing projected profitabililty by 50%, significanlty altering the project pro-forma, and jeopardizing the completion of the project.

On June 10, 2024 the Winter Haven Community Redevelopment Agency approved a First Amendment to Developer's Agreement allowing for a maximum of $385,396.60 to be reimbursed to 1150 WHG LLC for water and waste water connection fees paid for new units rehabbed and made available for occupancy.

In order to further off-set the unanticipated $4.6 million investment, the developer has altered phase 2 of the project to increase the unit count from 211 to 238, an addition of 27 units. In order to fully utilize available CRA incentives the developer has requested to amend the Developer's Agreement to reflect the actual anticipated unit count of 238.

FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reibursement of a portion of the new tax revenue created by the project itself.

CRA PLAN ALIGNMENT

- **Goal 4:** Encourage Housing Investments and Promote Housing Development Opportunities
    - **Objective:** 4. 1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.
    - **Objective:** 4. 2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.
    - **Objective 4.**5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, unanimously recommended approval of the 2nd Amendment to Developer's Agreement – The Jade (1150 WHG, LLC) to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve the 2nd Amendment to Developer's Agreement – The Jade (1150 WHG, LLC).

ATTACHMENTS

- Draft 2nd Amendment to Developer's Agreement

SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

This Second Amendment to Developer's Agreement (this "**Second Amendment**") is dated _____, 2024 by and between THE CITY OF WINTER HAVEN, a Florida municipal corporation (the "**City**"), THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY, a public body created pursuant to Chapter 163 of the Florida Statutes, (the "**CRA**"), and 1150 WHG LLC, a Florida limited liability company ("**Developer**"), (each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the City, CRA, and Developer are parties to that certain Developer's Agreement dated November 14, 2022 regarding an up to 211 unit multi-family housing project being developed in two (2) phases (the "**Developer's Agreement**"); and

WHEREAS, the Developer has indicated that it has incurred significant, unanticipated cost increases substantially altering the project pro-forma and jeopardizing completion of the project; and

WHEREAS, the Developer has secured additional funds towards the completion of the project and reduced the projected profitability of the project by approximately 50%; and

WHEREAS, Developer has indicated that additional capital cannot be obtained for this project at this time; and

WHEREAS, on June 10, 2024 the Parties entered into a First Amendment to Developer's Agreement ("First Amendment") to allow an amendment to add Paragraph 2.5 to the Developer's Agreement regarding provisions for a per Unit Utility and Infrastructure Reimbursement Grant; and

WHEREAS, modifying the development plan for the second phase, to increase the total unit count from 211 to 238, will improve profitability, allowing the Developer to additionally underwrite unanticipated cost increases; and

WHEREAS, completion of the project provides a public benefit beyond the geographical boundaries of the property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

WHEREAS, the City and Developer desire to amend the Developer's Agreement, pursuant to this Second Amendment to include an additional 27 units, bringing the total number of units eligible for the Housing Investment Program and Smart City Bonus to 238; and

WHEREAS, except as amended herein, all of the terms and conditions of the Developer's Agreement and the First Amendment to Developer's Agreement are

reaffirmed by the City, CRA and Developer.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, terms, and conditions contained in the Developer's Agreement, the First Amendment to Developer's Agreement, where applicable, and this Second Amendment, where applicable, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

§ 1. Incorporation of Recitals.

The above whereas clauses are hereby incorporated, deemed true, and are a factual basis for this Second Amendment.

§ 2. Amendment to 2nd Recital

The 2nd recital is hereby amended to read as follows:

WHEREAS, 1150 WHG is planning to convert a 330 room partially renovated motel into 238 one (1) and two (2) bedroom multi-family residential units upon certain real property generally identified as follows (hereinafter the "Property"):

1. Winter Haven Gardens Inn and Suites, (formerly Holiday Inn) 1150 3rd St SW, Winter Haven, FL 33880, Polk County Property Appraiser Parcel Identification number 26-28-32-000000-011050

§ 3. Amendment to 3rd Recital

The 3rd recital is hereby amended to read as follows:

WHEREAS, said development is planned to include the construction of up to 238 multi-family units and associated transportation, utility, and infrastructure improvements to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Building Code and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

§ 4. Balance of Developer's Agreement.

All other provisions of the Developer's Agreement and the First Amendment to Developer's Agreement, unless expressly amended or modified by this Second Amendment, shall remain in full force and effect.

§ 5. Counterparts; Electronic or Facsimile Signatures.

This Second Amendment may be signed in counterpart with electronic or facsimile

signatures constituting original signatures for all intents and purposes.

§ 6. Amendments.

Any further amendments to the Developer's Agreement, as amended, shall be made in writing and signed by the Parties pursuant to Paragraph 8.2 thereof.

§ 7. Effective Date.

The Effective Date of this Second Amendment shall be the date upon which both the City's governing body and the CRA Board approve this Second Amendment.

[*The balance of this page intentionally left blank*.]

Signatures follow on Pages 4 through 6.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Developer's Agreement as of the date first above written.

CITY OF WINTER HAVEN, FLORIDA:

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

_____

By: Nathaniel J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

_____

By: Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

_____

By: Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
In the presence of:

_____

_____

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY
By: _____
Print Name: Brian Yates
As its: Chairman
Date: _____, 2024

1150 WHG LLC,
a Florida limited liability company, Developer:

1150 WHG LLC, a Florida limited liability company
By: EV AL RCP WHG LLC, a Delaware limited liability company

By: Jack Boyajian
Its: Manager

Two Witnesses

DATE: November 27, 2024

TO: CRA Board

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Developer's Agreement – The Hamilton on Central

BACKGROUND

Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370.

Attainable Lifestyle Winter Haven, LLC has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Housing Investment Program, for an infill project known as The Hamilton on Central. The TIF rebate is paid annually from the tax increment generated from the project for a defined period of time. The applicant has requested, and provided documentation to support, the reimbursement option of 80% of the project's generated tax increment for the first 5 years and 70% of the project's tax increment for the following 10 years. The applicant has also requested reimbursement of projected water and wastewater connection fees.

The Hamilton on Central is a proposed 7 story, attainable housing rental apartment building that will consist of 81 studio and loft units, ranging from 400 to 731 square feet. The units will be fully furnished. Water, electric, and WiFi are included in the rent. Amenities will include a pool area with a clubroom and resident storage areas. This project will also include 1,273 square feet of retail on the first floor facing Central Avenue.

Total project cost is projected at approximately $20.48 Million and will be financed using approximately 30% private equity and 70% construction loans.

FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reibursement of a portion of the new tax revenue created by the project itself. Reimbusement of water & sewer impact fees will be budgeted to be paid from the Economic Development line item of the Downtown CRA budget.

CRA PLAN ALIGNMENT

- **Goal 3:** Expand Neighborhood Development and Revitalization Efforts
  - **Objective:** 3.2 – Encourage mixed-use development at an appropriate scale in the downtown to increase resiliency and vibrancy in the District.
  - **Objective:** 3.8 – Encourage multi-family development in close proximity to the historic downtown to strengthen the local market for retail. Restaurants, and services and improve economic vibrancy and resiliency.

- **Goal 4:** Encourage Housing Investments and Promote Housing Development Opportunities
  - **Objective:** 4. 1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.
  - **Objective:** 4. 2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.
  - **Objective 4.**5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, in a 7-2 vote recommended approval of the Developer's Agreement to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve the Developer's Agreement with Attainable Lifestyle Winter Haven, LLC for The Hamilton on Central.

ATTACHMENTS

- Draft Developer's Agreement
- The Hamilton on Central Application
- The Hamilton on Central Proposed Management Information

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2024, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,** a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and **ATTAINABLE LIFESTYLE WINTER HAVEN, LLC,** a Florida Limited Liability Company (hereinafter referred to as "Attainable Lifestyle"), their successors or permitted assigns.

WHEREAS, pursuant to CRA Resolution R-21-01 and Section 163.370, Florida Statutes, the CRA and/or City have 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, Attainable Lifestyle is planning to develop not more than 81 multi-family residential units, as part of a mixed use infill development project, upon certain real property specifically described on Schedule A attached hereto (hereinafter the "Property"): and

WHEREAS, said development is planned to include, but not be limited to, the construction of not more than 81 multi-family units and associated utility and infrastructure improvements to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Florida Building Code, and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

WHEREAS, Attainable Lifestyle has committed to undertake the construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

WHEREAS, the Project is located within the Downtown Community Redevelopment Area, will increase the taxable value of the project by at least 100%, and is a project investing at least $2 million dollars; and

WHEREAS, construction costs in the City of Winter Haven are similar to the costs realized in competing regional markets and are coupled with lower market rental rates for Downtown multi-family residential units, potentially creating a pro forma gap; and

WHEREAS, Attainable Lifestyle has made application to the CRA to receive an annual reimbursement of 80% of the Project's actual tax increment for years 1-5 and reimbursement of 70% of the Project's actual tax increment for years 6-15 (based on city and county ad valorem taxes on the Project) for 15 years (the "Project Tax Increment").

WHEREAS, the estimated water and wastewater connection fees for the Project will be approximately $575,728; and

WHEREAS, Attainable Lifestyle has requested, and sufficiently demonstrated the need for, additional development incentives equal to the estimated amount of water and wastewater connection fees required as a result of the Project on the Property; and

WHEREAS, Attainable Lifestyle has requested the ability for tenants of the Project to lease, upper level, parking spaces within the City's adjacent parking garage (3rd Street NW & Ave. A NW), to accommodate the parking needs of the residents and potentially generating additional revenue to the Downtown CRA; and

WHEREAS, the Downtown CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held November 4, 2024 to recommend approval of the Agreement to the CRA Board and the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Housing Investment Program.** Pursuant to CRA Resolution R-CRA-21-01, Attainable Lifestyle shall be eligible to receive Tax Increment Financing rebates of not to exceed 80% of the Project's actual tax increment for years 1 – 5 and 70% of the Project's actual tax increment for years 6-15. The Project Tax increment rebates shall be paid annually for 15 years, or for as long as the CRA exists, whichever is earlier, commencing with the tax year when the improvements associated with a particular unit of the Project generate a tax increment and taxes are actually paid and received by the City and/or CRA. The payment of the aforementioned rebate is subject to actual receipt by the City and/or CRA of tax increments for the subject units.

3. **Additional Development Incentive – Reimbursement Grant of Tax Increment Funds for Utility Improvement Work; Terms and Conditions Thereof.** Upon proof of payment of City water and sewer/wastewater connection fees to the City and confirmed and verified by the City of Winter Haven's Utility Department, the CRA shall reimburse Attainable Lifestyle for per unit City water and wastewater/sewer connection fees actually paid, not to exceed $575,728. For clarification and as an example: Should the City water and wastewater/sewer connection fees actually paid exceed the "not to exceed" amount, the CRA shall reimburse $575,728. Likewise, should the City water and wastewater/sewer connection fees actually paid be less than the "not to exceed" amount, the CRA shall reimburse the lesser amount actually paid.

4. **Parking.** Prior to the issuance of a building permit for the Project, Attainable Lifestyle and the City shall enter into a Parking Reservation Agreement for the utilization of up to 81, upper level, parking spaces within the 3rd Street NW/Ave.

A NW parking garage for lease by Project tenants as designated by the City. Terms of the parking agreement shall include, but not be limited to:

Reservation: The City shall reserve 81, upper level, parking spaces for lease by tenants of the project in a location determined solely by the City.

Rate: $50/space/month for the duration of this Developer's Agreement.

Duration: Upon expiration or termination of this Developer's Agreement, the rate shall default to the then existing City of Winter Haven parking lease rate, established by the City Commission, at the time of expiration or termination but will remain reserved for the tenants of the Project so long as all forms and procedures are completed by any and all tenants and the terms of any agreements and/or license relating to such use of the parking garage spaces are complied with and not in default as determined within the City's sole discretion.

Revenue: Revenue derived from the tenant parking leases subject to the aforementioned parking agreement(s) shall be deposited into the Downtown CRA Trust Fund for the life of the CRA or held and expended by the City as the City determines in its sole discretion is appropriate and consistent with its fiscal policies and procedures.

5. **Appropriation and Availability of Funds.** Tax Increment Financing rebates authorized by this Agreement are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited as defined in Section 2 above of this Agreement, or the expiration/termination of the CRA, whichever is earlier.

6. **Identification of Tax Increment Parcel**. Prior to commencing construction of the Project, Attainable Lifestyle shall cause the Polk County Property Appraiser to issue a single tax parcel identification number for the Property, and such single parcel shall be used to calculate the applicable Project Tax Increment.

7. **Payment.** Provided the terms of this Agreement are satisfied, the CRA and/or the City shall issue payment of the applicable Project Tax Increment contemplated in this Agreement to Attainable Lifestyle, their successors or permitted assigns, within 30 days upon the City's and/or CRA's actual receipt of tax payments in full made by Attainable Lifestyle for the subject Property and provided a final report issued by the Polk County Clerk of the Courts certifying the annual tax increment for the CRA is received by the City and/or CRA.

8. **ATTAINABLE LIFESTYLE Default.** Subject to the provisions of Section 10.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by Attainable Lifestyle hereunder:

8.1 Attainable Lifestyle defaults in the performance of any material obligation imposed upon it under this Agreement and Attainable Lifestyle does not commence to cure such default within thirty (30) days after delivery of notice of such default from the City and/or CRA and diligently pursue such cure to completion thereafter within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of

time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

8.2 Any express statement, representation or warranty made by Attainable Lifestyle herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations of the City and/or the CRA hereunder; or

8.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Attainable Lifestyle bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Attainable Lifestyle or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to Attainable Lifestyle or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

8.4 Upon the occurrence of any Event of Default by Attainable Lifestyle hereunder; the City and/or CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the City and/or the CRA hereunder, including the reimbursements and annual payments set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the City and/or the CRA at law or equity.

8.5 Notwithstanding anything to the contrary herein, Attainable Lifestyle shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

9. **City and/or CRA Default; Remedy.**

9.1 Subject to the provisions of Section 10.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the City and/or the CRA hereunder:

9.2 If for any reason the City and/or the CRA fails to timely complete any or all of its obligations under this Agreement and the City and/or the CRA does not commence to cure such default within thirty (30) days after delivery of such notice of default from Attainable Lifestyle and diligently pursue such cure to completion within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the City and/or the CRA do not receive and/or are unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to Attainable Lifestyle as a result thereof shall not constitute a

default by the City and/or CRA hereunder.

9.3 If at any time there is a default by the City and/or the CRA which is not cured within any applicable cure period provided herein, Attainable Lifestyle shall have the right to seek from the City and/or the CRA, all monetary and/or payment obligations of the City and/or CRA as set forth in this Agreement.

9.4 Notwithstanding anything to the contrary herein, the City and/or the CRA shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

10. **Miscellaneous.**

10.1 This Agreement sets forth the entire agreement between the parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties, except as otherwise specified in this Agreement.

10.2 This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board and the governing body of the City which approval may not be unreasonably withheld, but may be reasonably conditioned and/or delayed as determined solely within the discretion of the City and/or CRA. In the event that Attainable Lifestyle requests any amendment, modification, change or assignment, in whole or in part, and/or any supplementary action related to the Agreement, then such request must be in writing and accompanied by payment to the City's Director of Economic Opportunity & Community Investment of cleared funds in the amount of $3,500.

10.3 In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

10.4 This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

10.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile or electronic signature shall be deemed an original signature for purposes of this Agreement.

10.6 The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

10.7 The parties agree that they are not partners or joint venturers, and neither is agent for the other.

10.8 This Agreement shall not be binding upon any party until it is executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

10.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder in whole or in part, without the express written consent of the other party and approved by the CRA Board and the governing body of the City which approval by the governing body of the City and/or the CRA Board may not be unreasonably withheld, but may be reasonably conditioned or delayed as determined within the sole discretion of the City and/or CRA. Provided further that the rights and obligations related to any incentives and/or payments set forth in the Agreement may not be assigned, pledged and/or hypothecated in any manner whatsoever in whole or in part absent specific written approval by the governing body of the City and/or the CRA Board which approval may not be unreasonably withheld, but may be reasonably conditioned or delayed within the sole discretion of the City and/or the CRA. The additional fee required in paragraph 10.2 above of this Agreement shall also be required in the event that any assignment in whole or in part, or other similar request is made hereunder. Any effort by Attainable Lifestyle to attempt to assign, pledge, and/or hypothecate the rights and/or obligations under this Agreement in whole or in part without first obtaining the written approval and/or consent of the governing body of the City and/or the CRA Board shall operate to automatically and immediately invalidate the obligations of the City and/or the CRA under this Agreement and in such event the City and/or CRA shall have no further obligations to make any payments as contemplated in the Agreement and/or provide any parking spaces as contemplated herein.

10.10 No member, official or employee of the City and/or the CRA or the City and/or the CRA staff shall be personally liable to Attainable Lifestyle or to any person with whom Attainable Lifestyle shall have entered into any contract, or to any other person in the event of any default or breach by the City and/or the CRA, or for any amount which may become due to Attainable Lifestyle or any other person under this Agreement.

10.11 Neither Attainable Lifestyle nor the City and/or the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay

and a reasonable time to resume after such delay. The party invoking this Section 10.11 shall deliver notice to the other party as provided in Section 10.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

10.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2024), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Indemnified Party") from and against all suits or actions of any kind including attorney's fees (both trial and appellate) and costs incurred by the Indemnified Party brought against the Indemnified Party 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 any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any sovereign immunity it may have as provided by applicable law and agrees that any indemnification by the City and/or CRA is subject to the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

10.13 The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

10.14 Neither this Agreement nor the obligations imposed upon the City and/or the CRA hereunder shall be or constitute an indebtedness or general obligation of the City and/or CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City and/or the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City and/or the CRA or other Governmental Authority. Attainable Lifestyle agrees that the obligation of the City and/or the CRA to make any payments by the City and/or the CRA to Attainable Lifestyle pursuant to this Agreement shall be subordinate to the obligations of the City and/or the CRA to pay debt service on any bonds issued by the City and/or the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City and/or CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City and/or CRA in any fiscal year while this Agreement is in effect.

10.15 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

10.16 Notwithstanding any other provision of this Agreement, if an audit

of the CITY and/or CRA is conducted regarding the payments made under this Agreement and additional evidence and/or information regarding the payments made under this Agreement is required as determined within the City's sole discretion then in that event Attainable Lifestyle agrees that Attainable Lifestyle shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CITY and/or CRA relating to payments made by the CRA and/or City under this Agreement within thirty (30) calendar days of receipt of the CITY and/or CRA'S written request for same.

10.17 The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

10.18 All legal actions rising out of or connected with this Agreement must be instituted exclusively in the State Courts of competent jurisdiction located in Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement without regard to any conflicts of laws provisions.

10.19 Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:	T. Michael Stavres City Manager City of Winter Haven 451 Third Street, N.W. Winter Haven, Florida 33881
For the CRA:	CRA Board Chairman City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to:	Eric Labbe, Director of Economic Opportunity & Community Investment City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881

With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33831
For Attainable Lifestyle:	Jason Fracassa 360 Central Avenue, Suite 800 St. Petersburg, FL 33701

Each party shall be responsible for notifying the other party of any change in their address.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

By:_____
Nathanial J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

THE WINTER HAVEN COMMUNITYREDEVELOPMENT AGENCY

By:_____
Print Name: Brian Yates
As its: Chairman
_____, 2024.

ATTAINABLE LIFESTYLE WINTER HAVEN, LLC,
a Florida Limited Liability Company

By:_____
As:_____
_____, 2024.

_____

_____
Two Witnesses

Schedule A

Lot 13, and the West 10 feet of Lot 14, Block 3, Tier 2, original town of Winter Haven, as shown by map or plat thereof in Deed Book "M", Page 160, Public Records of Polk County, Florida, being in Section 29, Township 28, South, Range 26 East, Polk County, Florida; and

The east 25 feet of the West 35 feet of Lot 14, Block 3, Tier 2, original town of Winter Haven, Florida according to plat recorded in Public Records of Polk County, Florida in Deed Book M, Page 160, Being in Section 29, Township 28 South, Range 26 East, Polk County, Florida.

Said property consists of current tax parcel numbers 26-28-29-621000-023130 and 26-28-29-621000-023141.

Containing .25 Acres more or less.

WINTER HAVEN

The Chain of Lakes City





CRA

DEVELOPMENT INCENTIVE PROGRAM

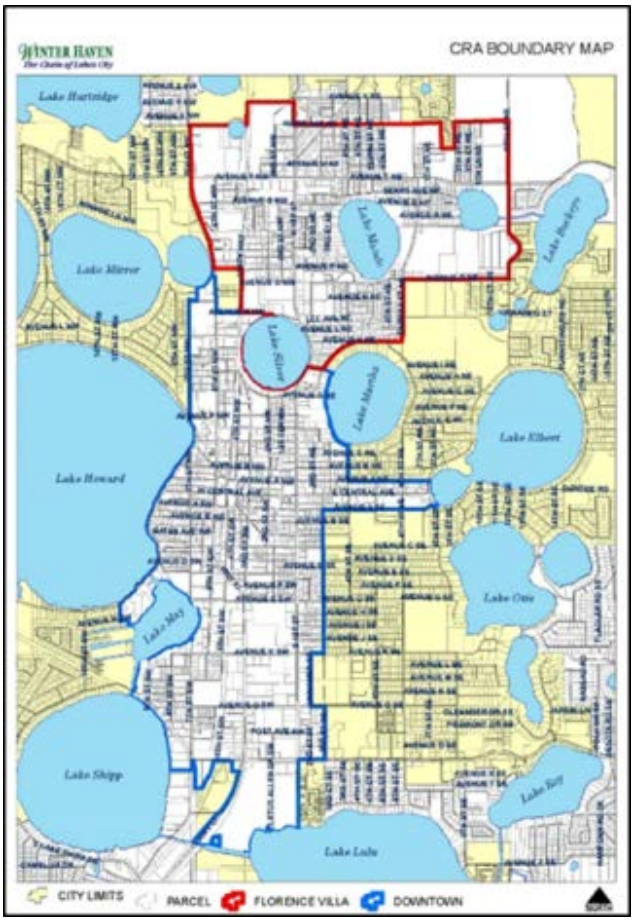
Updated: June 2022

Introduction

In order to encourage further redevelopment activity within the Downtown and Florence Villa Community Redevelopment Areas, the Winter Haven Community Redevelopment Agency (CRA) Board approved Resolution R-21-01. If successful, these measures will help spur new development in the two CRA districts.

History

The success of the CRA's community redevelopment efforts is dependent upon the economic vitality of the area. The CRA plans for the two districts include strategies consistent with the implementation of Economic Development Incentive Programs designed to catalyze investment, promote opportunities for new and expanding businesses, create jobs, and address housing affordability. The Winter Haven Community Redevelopment Agency fosters expansion of existing businesses and industry, attraction of new high-skill, high-wage business and industry, and expansion of economic and job opportunities for Winter Haven residents.



Eligible Areas

The project associated with an application for development incentives must be located within one of the City's two CRA areas.

Development Incentives Overview

Real Estate Development Accelerator (REDA) - This incentive is for large-scale development projects that enhance the economic diversity of the CRA and are anticipated to increase the ad valorem Taxable Value of the subject site by $5 million or more. This incentive can be utilized in the form of land mark-down (if city-owned land is needed), infrastructure improvements, Tax Increment Financing rebates, water/sewer fees or similar types of assistance. Each project to be negotiated on an individual basis with city staff, based on an evidenced economic gap in a development pro forma. Incentive schedule negotiable, but typically to be paid as a reimbursement to the developer upon proof of payment of annual property taxes. Incentives to pay for water, wastewater, and similar fees may be internally transferred from the CRA to the City as appropriate to offset certain expenses prior to construction. Annual incentive reimbursement payments to the developer not to exceed 60% of the actual tax increment from the project.

Real Estate Development Accelerator II (REDA II) - This incentive is for large-scale development projects that enhance the economic diversity of the CRA and are anticipated to increase the ad valorem Taxable Value of the subject site by $15 million or more. This incentive can be utilized in the form of land mark-down (if city-owned land is needed), infrastructure improvements, Tax Increment Financing rebates, water/sewer fees or similar types of assistance. Each project to be negotiated on an individual basis with city staff, based on an evidenced economic gap in a development pro forma. Incentive schedule negotiable, but typically to be paid as a reimbursement to the developer upon proof of payment of annual property taxes. Incentives to pay for water, wastewater, and similar fees may be internally transferred from the CRA to the City as appropriate to offset certain expenses prior to construction. Annual incentive reimbursement payments to the developer not to exceed 90% of the actual tax increment from the project.

Housing Investment Program (HIP) - Developers of, new housing units, or renovations of existing housing units that increase the taxable value of the project by at least 100%, for sale/for rent residential projects investing at least $2 million dollars may be eligible for development assistance as determined by CRA staff as may be directed by the City Manager or his designee. Projects could qualify for a $10,000 per unit incentive for multi-family rental housing or percentage tax increment rebate as described below. Restricted or targeted specialty housing types (e.g. including but not limited to, special needs, assisted living, nursing homes, and student housing) do not qualify for this incentive.

Developers to be given the choice of A. or B. below, plus the option of the Smart City Bonus:

A. Reimbursement not to exceed $10,000 per unit from the project's actual tax increment; or,

B. Reimbursement of up to 80% of the project's actual tax increment for years 1-5 and reimbursement of 70% of the project's tax actual increment for years 6-15; and,

Smart City Bonus: Both A. and B. above could also receive $1,500 per unit grant upon completion of construction when the project includes three or more approved Smart City technologies as provided by the Smart City Advisory or City Staff.

Outdoor Café Furniture Grant - Designed to help with recovery of Downtown restaurant businesses, promote the increased use of the Downtown Community Redevelopment Area, improve the economic vitality and vibrancy of the community, encourage safe distancing measures as may be needed from time-to-time, and to compliment the recently budgeted design and construction of new outdoor café space. The Outdoor Café Furniture Grant Program enables qualified property owners or restaurant tenants to furnish approved outdoor, side-yard, or sidewalk café areas, within the C-1 (Downtown) Zoning District, with outdoor furniture consistent with the 'brand' of downtown Winter Haven by making available one-time grants of up to 90% of outdoor furniture cost, up to $3,000, for purchase and installation of approved outdoor dining furniture.

Façade and Exterior Improvement Program (for Developers) - A reimbursement program which provides (a) reimbursement of up to 50% of a façade, not to exceed $15,000; or (b) in a targeted area within either the Downtown or Florence Villa Community Redevelopment Areas, a maximum reimbursement not to exceed $25,000 where a Developer has actually incurred costs and expenses in the amount up to $ 50,000 dollars; for a façade project where the developer has provided CRA staff with adequate proof and back-up evidencing and verifying such expenditures as determined by CRA staff as may be directed by the City Manager or his designee. Eligible improvements may include hardscape, awnings, exterior painting, brick repointing, lighting and any other approved exterior improvement as determined by CRA staff as may be directed by the City Manager or his designee. Incentive to be paid annually to Developer after City and/ or CRA receipt of tax increment portion of ad valorem taxes paid for the subject property. Annual incentive payments shall not exceed 100% of the actual tax increment revenue generated from the project and subject property and actually received by the City and/ or CRA. Individual proposed written agreements reflecting all terms of such incentives will be presented to the CRA Board for consideration and approval in a form and manner satisfactory to the City Manager and the City Attorney.

Local Infrastructure Gap - This incentive is designed to reimburse developers of new or existing buildings (rehabilitations of more than 50% of assessed value) within the Community Redevelopment Area (CRA) where city development code may require an off-site sidewalk connection in order to achieve a residential density bonus. Funding is available annually on a first come, first serve basis. All guidelines for reimbursement are included in the Application.

Commercial Redevelopment - Redevelopment of existing buildings within the Downtown Community Redevelopment Area and/or Florence Villa Community Redevelopment Area that will increase in ad valorem Taxable Value by at least 100%, and where retention of historic or authentic character are evidenced by exterior appearance and/or publicly accessible interior features as determined by the CRA staff as may be directed by the City Manager or his designee. Such redevelopment may be eligible for development assistance up to 50% of the actual tax increment created from the project and the subject property for up to 10 years, based on the following schedule. Project Year Rebate Year 0 0% Year 1 50% Year 2 50% Year 3 50% Year 4 50% Year 5 50% Year 6 50% Year 7 50% Year 8 50% Year 9 50% Year 10 50%

Capital Improvement Grant Program - Annual reimbursement of Tax Increment Revenue, up to 50% of the previous year annual "interest only" portion on the principal amount of a loan obtained for rehabilitation or renovation of a project located in the Downtown Community Redevelopment and/ or Florence Villa Community Redevelopment Areas. Amortized points, fees and closing costs are not reimbursable. Loans from participating lenders would be based on the lower of prime rate or actual loan interest rate. * The maximum reimbursement would be based on the annual amount of Tax Increment Revenue actually received by the CRA from the project and the subject property under the following schedule: Project Year Rebate Year 0 0% Year 1 95% Year 2 85% Year 3 75% Year 4 50% Year 5 50% Year 6 50% Year 7 50% Year 8 50% Year 9 50% Year 10 50% Lenders to be identified. Individual proposed written agreements reflecting all terms of such incentives will be presented to the CRA Board for consideration and approval in a form and manner satisfactory to the City Manager and the City Attorney.

Application/Approval Process

Step 1 - Applicant initiates the approval process by completing the attached application and submitting it to CRA staff **prior to commencement of construction or work.** Demolition and other minor site work shall not disqualify an application. CRA staff will review the application and schedule a meeting with the applicant within 15 business days of submittal in order to determine that the application is complete and sufficient. The applicant will be advised in writing of any insufficiencies within ten (10) business days of the date of the meeting set forth above.

Step 2 - Applicant meets again with CRA Staff after the application has been determined to be complete and sufficient to present and discuss their intentions with the property and outline the need for assistance.

Step 3 - Applicant and CRA Staff work together to negotiate the business terms of a Development Agreement.

Step 4 - Applicant and CRA staff present negotiated Development Agreement to the appropriate CRA Advisory Committee for discussion, recommendations and endorsement to proceed to CRA Board for approval.

Step 5 - If the Development Agreement is affirmatively endorsed by the applicable CRA Advisory Committee, and is in a form and manner satisfactory to the CRA staff, City Manager and the City Attorney then the Development Agreement will be presented to the CRA Board for its consideration and approval at the next regular or special called meeting of the CRA Board.

WINTER HAVEN
The Chain of Lakes City

Community Redevelopment Agency

451 Third Street, NW ♦ Winter Haven, FL 33881 ♦ 863-291-5600

APPLICANT INFORMATION
Name: Attainable Lifestyle Winter Haven, LLC
Contact Person (if a corporation): Stephen Burks
Address: 331 Cleveland St. #801
City, State, Zip: Clearwater, Fl, 33755
Phone: (407) 230-8569
Email: steve.burks@gmail.com
Business Structure (circle): LLC
PROJECT SITE
Address: 233 & 229 W Central Ave
City, State, Zip: Winter Haven, Florida, 33881
Tax ID: PARCEL A: 262829-621000-023130 PARCEL B: 262829-621000-023141
Parcel ID: PARCEL A: WINTER HAVEN DB M PG 160 TIER 2 BLK 3 LOTS 13 & W 10 FT OF 14 & PARCEL B: WINTER HAVEN DB M PG 160 TIER 2 BLK 3 LOT 14 W 25 FT OF E 40 FT
Does applicant own Project Property: _____Yes ___X___No
If "No", when will property be in control of applicant (own or long term lease): December 20th, 2024 Property will be titled in: Attainable Lifestyle Winter Haven, LLC
Name on property title: RAMKHALAWAN BHOLA, RAMKHALAWAN ANGELA, RAMKHALAWAN ALVIN, RAMKHALAWAN ALAN, RAMKHALAWAN ALISON (Prior to sale)
CRA DEVELOPMENT INCENTIVE
Indicate the incentive for this application: Real Estate Development Accelerator (REDA) _____ Housing Investment Program (HIP) _X_(Also requesting reimbursement of water connection tap fee) Real Estate Development Accelerator II (REDA II) _____ Outdoor Café Furniture Grant _____ Local Infrastructure Gap_____ Commercial Redevelopment_____ Façade and Exterior Improvement Program (for Developers)_____ Capital Improvement Grant Program _____

BRIEF PROJECT DESCRIPTION (please use additional sheets if necessary)
Please see attached PowerPoint application

PROJECT INFORMATION
Current status of site: Existing structures_____ Some infrastructure but no structures_**X**____ Vacant lot_____ Status of existing building on site (if applicable): Occupied_____ Partially or completely vacant_**X**___

PROJECT BENEFITS
Describe how this project is consistent with the CRA Plan and benefits the community: This project will create construction and ongoing operational jobs [estimate number of jobs], addresses housing affordability, and promotes the economic vitality of the downtown core. By developing a micro housing project in downtown Winter Haven this project will make housing downtown more attainable for people at various income levels. The development of more housing downtown in general will provide customers and attendees for existing and future food and beverage businesses, retail businesses, service businesses, and events, thus promoting and advancing the economic prosperity of the CRA downtown core.

TOTAL ESTIMATED PROJECT INVESTMENT AND NEED	
Current assessed value (base): $141,362	Year: 2024
New capital investment dollars (construction value):	$20,482,844 Total project costs $15,106,662 Construction costs
Total estimated new assessment (post development/provide 5 year projection value):	$11,901,877
Please provide a detailed pro-forma demonstrating the need for the requested incentives. This should be accompanied by a narrative explaining the pro-forma and detailing the need for the requested incentives. (Include on separate sheet with application) **Please See Attached PowerPoint application**	

CONSTRUCTION SCHEDULE
Less than 12 months:_____ 12-16 months:_____ 16-24 months:_____ Longer:_____ (include a detailed project schedule as a separate attachment) Please see attached for full scheldule

ECONOMIC DEVELOPMENT PROJECT (if applicable)	
How many jobs will be created upon completion of the project: 1-5 jobs _____ 6-10 jobs____ 10-50 jobs___X___ 50+ _____	Jobs Include: Property manager, leasing staff, maintenance, cleaners, pool team, retail staff, etc. Does not include 40-50 construction jobs.

INCLUDE WITH THIS APPLICATION

- Photographs of project site and/or building(s)
- Current Survey with description of the project (one written page maximum)
- General description of ownership group and/or applicant's managing members and project managers; name and description of developer (if different from applicant); name and description of construction manager and general contractor (if known at time of application).
- General description of the construction financing package assembled for the project including category sources (loan, equity, tax credit, etc) and amounts and project uses (acquisition, site work, construction hard costs, soft costs).

Example:

Sources	Uses
Equity _____	Acquisition_____
Loan #1_____	Site Work_____
Loan #2_____	Construction Hard Costs_____
Tax Credit Proceeds_____	Construction Soft Costs_____
Other_____	Other Development Costs_____
Total_____	Total_____

- Proposed development plans including site plans/floor plans indicating square footage and layout, renderings and/or elevations.
- Description of parking accommodations for entire development
- Other relevant information as deemed necessary by CRA staff, CRA Advisory Committee, or CRA Board.

CRA staff reserves the right to determine whether an application is sufficient for proper review and presentation to the appropriate CRA Advisory Committee and/or CRA. Staff may waive certain application requirements or request additional information not contained on the application.

Please see attached PowerPoint application for all the info requested on this page.

ADDITIONAL QUESTIONS:

In the past 10 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled been convicted of or pled guilty or nolo contendere ("no contest'') in a domestic, foreign or military court to any felony or misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes No X If yes, explain?

Is (1) the applicant, the ownership group or any of its subsidiaries, or (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes No X If yes, explain?

In the past 5 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes No X If yes, explain?

The undersigned hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this application, that he or she has read this application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

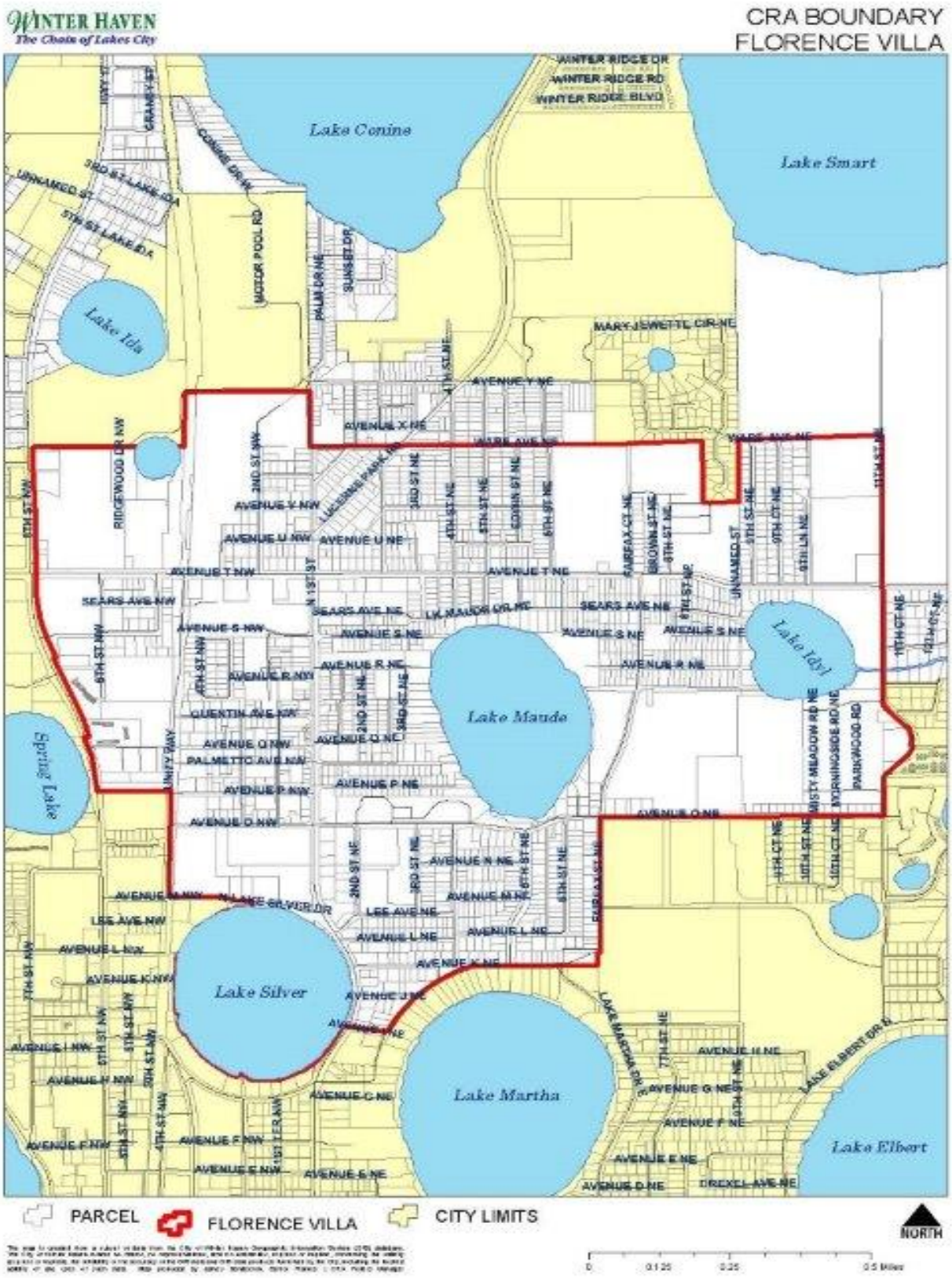
Signature:  Date: 10/2124

Print Name: Stephen Burks

Title: Managing Member of Attainable Lifestyle Winter Haven, LLC

Company: Attainable Lifestyle Winter Haven, LLC


WINTER HAVEN
The Chain of Lakes City
CRA BOUNDARY
DOWNTOWN
Lake Mirror
Lake Silver
Lake Martha
Lake Howard
Lake Elbert
Lake Otis
Lake May
Lake Shipp
Lake Lulu
PARCEL
DOWNTOWN
CITY LIMITS
NORTH


WINTER HAVEN
The Chain of Lakes City
CRA BOUNDARY
FLORENCE VILLA
Lake Conine
Lake Smart
Lake Ida
Lake Idyl
Lake Maude
Spring Lake
Lake Silver
Lake Martha
Lake Elbert
WINTER RIDGE DR
WINTER RIDGE RD
WINTER RIDGE BLVD
MARY J SWETTE CIR NE
AVENUE Y NE
AVENUE X NE
AVENUE V NW
AVENUE U NW
AVENUE U NE
AVENUE T NW
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AVENUE E NE
AVENUE D NE
DREXEL AVE NE
AVENUE II NE
RIDGEWOOD DR NW
MOTOR POOL RD
SUNSET DR
PALM DR NE
UNNAMED ST
3RD ST LAKE IDA
5TH ST LAKE IDA
CRANE ST
CONINE DR NW
UNITY WAY
LUCERNE PARK RD
LK MAUDE DR NE
MISTY MEADOW RD NE
NORMINGSIDE RD NE
PARKWOOD RD
LAKE MARCONA DR
LAKE ELBERT DR N
PARCEL
FLORENCE VILLA
CITY LIMITS
NORTH
0
0.125
0.25
0.5 Miles

Community Redevelopment Agency

Development Incentive Application

Housing Investment Program (HIP)

The Hamilton on Central

DATE:

November 4th, 2024

Applicant:

Attainable Lifestyle Winter Haven, LLC

Prepared By:

Steve Burks and Jacob Baker

steve.burks@gmail.com

(407) 230-8569

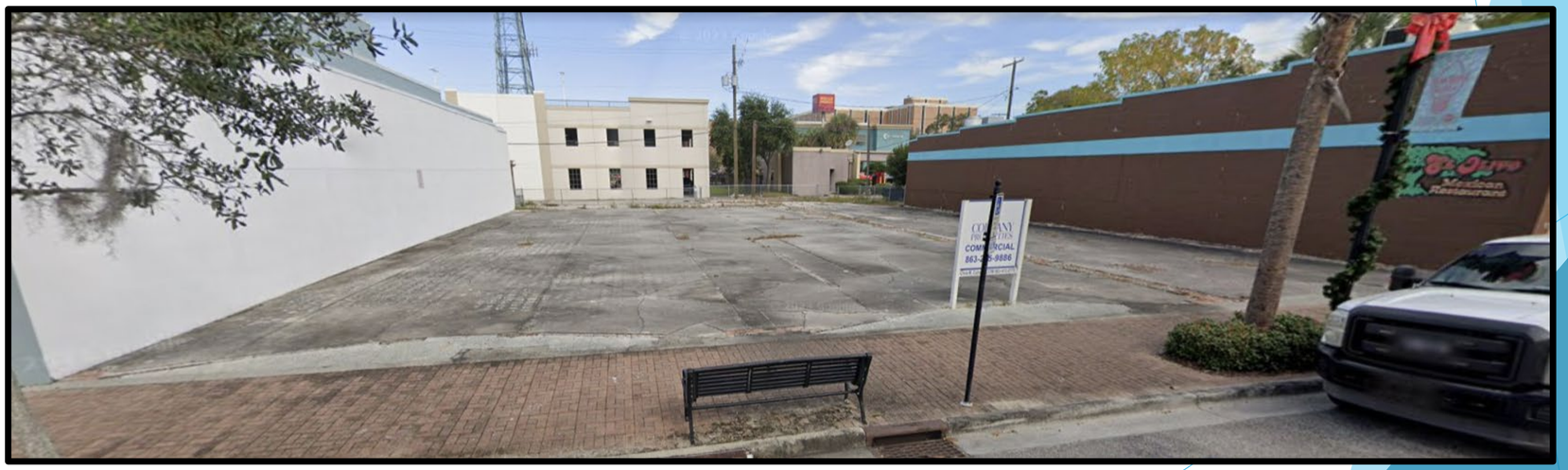


Table of Contents

- *Photographs of Project Site*
- *Description of the Project*
- *General Description of Ownership Group*
- *General Description of the Construction Financing Package*
- *Proposed Development Plans*
- *Description of Parking Accommodations*

A. Photographs of project site and/or buildings.











B. Description of the project (one written page maximum).

- The Hamilton on Central (“The Hamilton”) is a proposed attainable housing rental apartment building located on Central Ave in downtown Winter Haven. This development is intended to address the need for housing in the downtown core that is more affordable for the essential workers in the community, working in such professions as health care, food and beverage, hospitality, government and others. This is accomplished by the development of quality, smaller, living units.
- The project will be a 7-story building consisting of 81 studio and loft units, ranging from 400 sq. ft - 731 sq. ft, more specifically described below.
- The units come fully furnished with a bed, kitchenette, flat screen tv, in-unit washer and dryer, 9 ft ceilings, and a full bath. Water, electric, and Wi-Fi are included in the rent. The common area features a pool area with attached clubroom. Each floor above the first floor will have resident storage units. There is 1,273 sq. ft of retail on the first floor facing Central Ave.
- The total project cost is estimated at $20.48MM.
- Construction type is concrete footings and slab on grade. The first elevated floor will be a post tensioned concrete slab supported by concrete columns. Above the concrete podium the remaining floors will be constructed of cold-formed steel and factory fabricated panels.

C. General description of ownership group (if applicable); and/or applicant's managing members and project managers; name and description of developer (if different from applicant); name and description of construction manager and general contractor (if known at time of application).

- The Hamilton will be owned and operated by Attainable Lifestyle Winter Haven, LLC, a Florida limited liability company ("Attainable Lifestyle").
- The managing members of Attainable Lifestyle Winter Haven, LLC, are Dev K. Pathik and Stephen Burks.
- The project will be co-developed by Attainable Lifestyle Development Company Winter Haven, LLC, a Florida limited liability company ("Attainable Lifestyle DevCo") and Six/Ten, LLC, a Florida limited liability company ("Six/Ten").
- Attainable Lifestyle will be owned by Attainable Lifestyle DevCo, as managing member, and other investor members to be identified.
- It is anticipated, but not confirmed, that WINTER PARK CONSTRUCTION CO, LLC, a Florida limited liability company, ("Winter Park Construction" or "WPC") will be the general contractor. The construction architect is anticipated, but not confirmed, to be Premier Project Management, LLC ("Premier").
- Background summaries of each of the above entities are contained in following pages.

Co-Developer: Attainable Lifestyle DevCo

The managing members of Attainable Lifestyle DevCo are Dev K. Pathik and Stephen Burks. The officers of Attainable Lifestyle DevCo are Dev K. Pathik Founder/Chairman and Stephen Burks Founder/CEO



DEV PATHIK Founder/Chairman

Dev is a nationally recognized and award-winning Destination-Developer. As a social entrepreneur Pathik has spent the past 25 years leading innovations in economic development projects that serve a greater good. These innovations are widely known through his many media appearances including his Ted Talk, NBC Today Show, HBO Real Sports, CNBC Power Lunch, Wall Street Market Watch, The Wall Street Journal, PBS, and others.

Pathik's firms have been named as a strategic partner to the International City Managers and Mayor Association, Founding member of the Aspen Institute Project Play, Best Places to Work in America, Business of the Year in multiple cities. His companies have led thousands projects related to sport, recreation, tourism, housing, lodging, and other critical economic development areas.

In 2003, Pathik founded the Sports Facilities Companies (www.sportsfacilities.com) with the launch of the Sports Facilities Advisory (SFA). Today SFC employees 3,000 team members, producing 50 Million + visits annually as the largest operator of community-based sport/events and tourism assets in America.

Pathik joined forces with Steve Burks first, as an investor, in an attainable housing project. At the same time, Dev's relationships in economic development were asking for solutions to the employee housing crisis. The solution: Attainable Lifestyle LLC. Luxuriously appointed fully-furnished suites style apartments with world class amenities designed to attract the best employees and downtown residents at a cost of living that's suited to the most critical workforce.



STEVE BURKS Founder/CEO

Steve Burks is a seasoned senior executive with three decades of experience in the hospitality and multifamily industry. He has held key leadership roles, including his recent position as CEO of Solaris Development. Burks has also held leadership positions at prominent organizations such as Disney Development, Ritz-Carlton Development, and Marriott Vacations.

Beginning his career in Hilton Head Island, SC, Burks swiftly ascended to a pivotal role at Marriott Vacations. He later played a central role in launching the Disney Vacation at Disney Development, where he oversaw sales, development, recruitment, selection, and training. Notably, his strategic direction led to over $100 million in sales within the first year. Returning to Marriott, Burks contributed significantly to the company’s growth, driving annual sales to exceed $1 billion and introducing The Ritz-Carlton Destination Club to the portfolio.

While Burks and Dev Pathik both continue serving on the Sports Illustrated Board, Burks joined forces with Dev Pathik to address the pressing housing crisis. Their discussions highlighted the need for a market and community-based solution. This shared passion led to the creation of Attainable Life, a venture aimed at bringing innovative housing solutions to the stakeholders of the housing crisis in their communities.

Adept at cultivating develop relationships, Burks thrives on collaboration to deliver top-tier products to the marketplace. His strength lies in tailoring effective strategies for each project's success.

Sample Projects of Dev K. Pathik and Stephen Burks

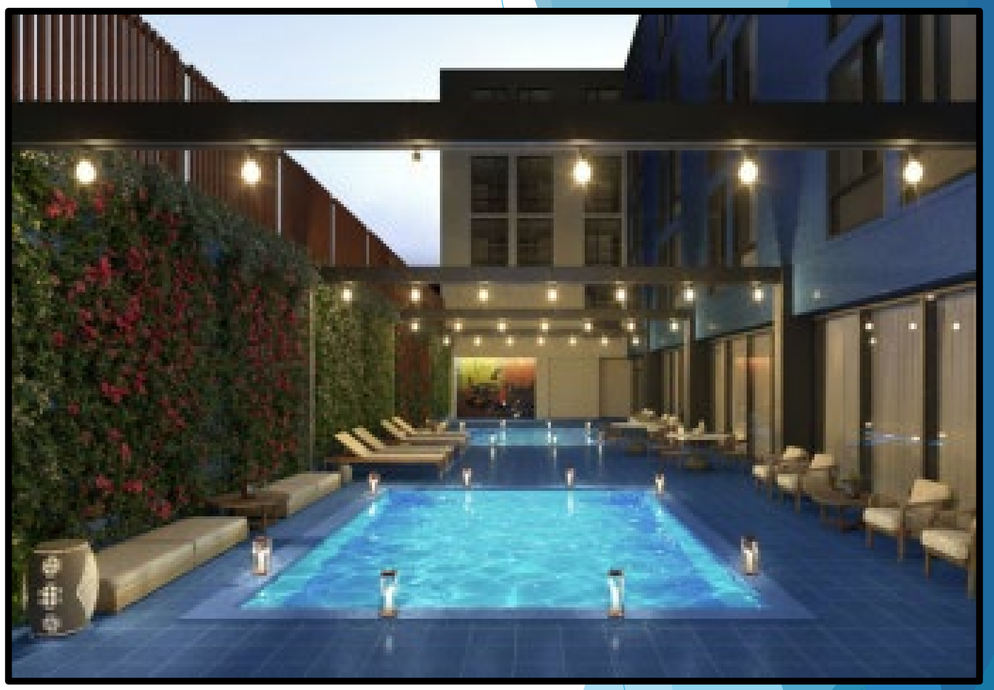
Co-Founders and management of Attainable Lifestyle Devco.

MILES at YBOR

Co-Developed by Solaris development, of which Steve Burks is the CEO.
Dev Pathik is an investor in the project.

168 attainable unit apartment project in Tampa, FL, with a $48MM development cost, 2024.





MILES at HARVARD

Co-Developed by Solaris Development, of which Steve Burks is the CEO.

86 attainable unit apartment project in Los Angeles, CA, with a $22MM development cost, completed in May 2023.





Dunn Palms

Co-Developed by Solaris development, of which Steve Burks is the CEO.

66 attainable unit apartment project in Los Angeles, CA, with a $20MM development cost, expected completion in Q4 2024.





Highland Hollywood

Co-Developed by Solaris development, of which Steve Burks is the CEO.

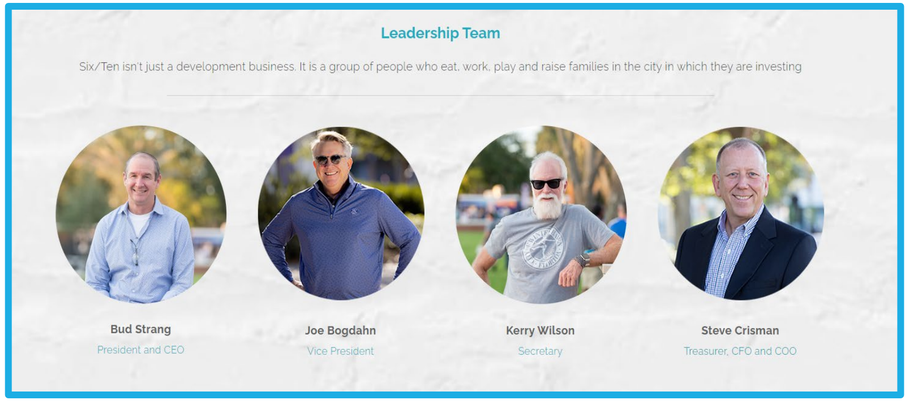
180 attainable unit apartment project in Los Angeles, CA, with a $55MM development cost, expected completion in Q4 2023.





Co-Developer: SIX/TEN

WINTER HAVEN
DEVELOPERS + LANDOWNERS







Six/Ten LLC is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. Their portfolio includes over 850,000 square feet of commercial property, and their projects often center on preserving the historic charm of the area while fostering modern growth.

Notable projects include the renovation of historic buildings like the Beymer Building and the Mann Building, as well as modern developments like the Inland Fiber & Data Park and Bond Clinic's new medical offices.

Their efforts are part of a broader initiative to enhance Winter Haven’s downtown, transforming it into a vibrant, walkable community. Six/Ten's goal is to make Winter Haven "the coolest small city in Florida," combining commercial, residential, and cultural elements to attract both businesses and residents.

The company is deeply invested in the local community, with leadership that lives, works, and plays in Winter Haven. This commitment to the city has helped drive a resurgence in downtown development, blending new opportunities with historic preservation.

General Contractor: Winter Park Construction

MEET THE TEAM

For over fifty years, we've not just constructed buildings, but also cultivated a nurturing environment that values the expertise and engagement of our team members. WPC has completed over 200 million square feet of projects, each a testament to our commitment to quality and our innovative spirit. As you meet our team, you'll discover the driving force behind WPC's lasting relationships and our unwavering dedication to Building Beyond the Blueprint®.



Jeff Forrest
President/CEO

Jefferey P. Forrest
Managing Partner





Kevin Corrado
Chief Operating Officer

MULTIFAMILY

WPC is one of the largest builders of multifamily units in Florida, having completed nearly 40,000 multifamily units. We specialize in building vibrant and thriving multifamily communities. We believe that a building is more than just bricks and mortar—it's a space where people will create memories and call home. We prioritize creating environments that foster a sense of belonging, connection, and vitality. From thoughtfully curated amenities to well-designed common areas, every aspect of our projects is crafted to enhance the quality of life for those who will inhabit them.

Our commitment to "Do it Right - The First Time" shines through in every apartment home, condominium, or townhouse we create. From meticulous attention to detail to top-notch craftsmanship, we ensure that each residence reflects the highest standards of quality. Trust us to bring your vision to life with precision and excellence, guaranteeing a finished product that exceeds expectations and stands the test of time.

WPC Projects

Serenity at Lake Wales

335-unit apartment project in Polk County, FL, with a $33MM Value, completed in May 2021





WPC Projects

Minneola Hills

297-unit apartment project in Lake County, FL, with a $30.6MM Value, completed in June 2021





WPC Projects

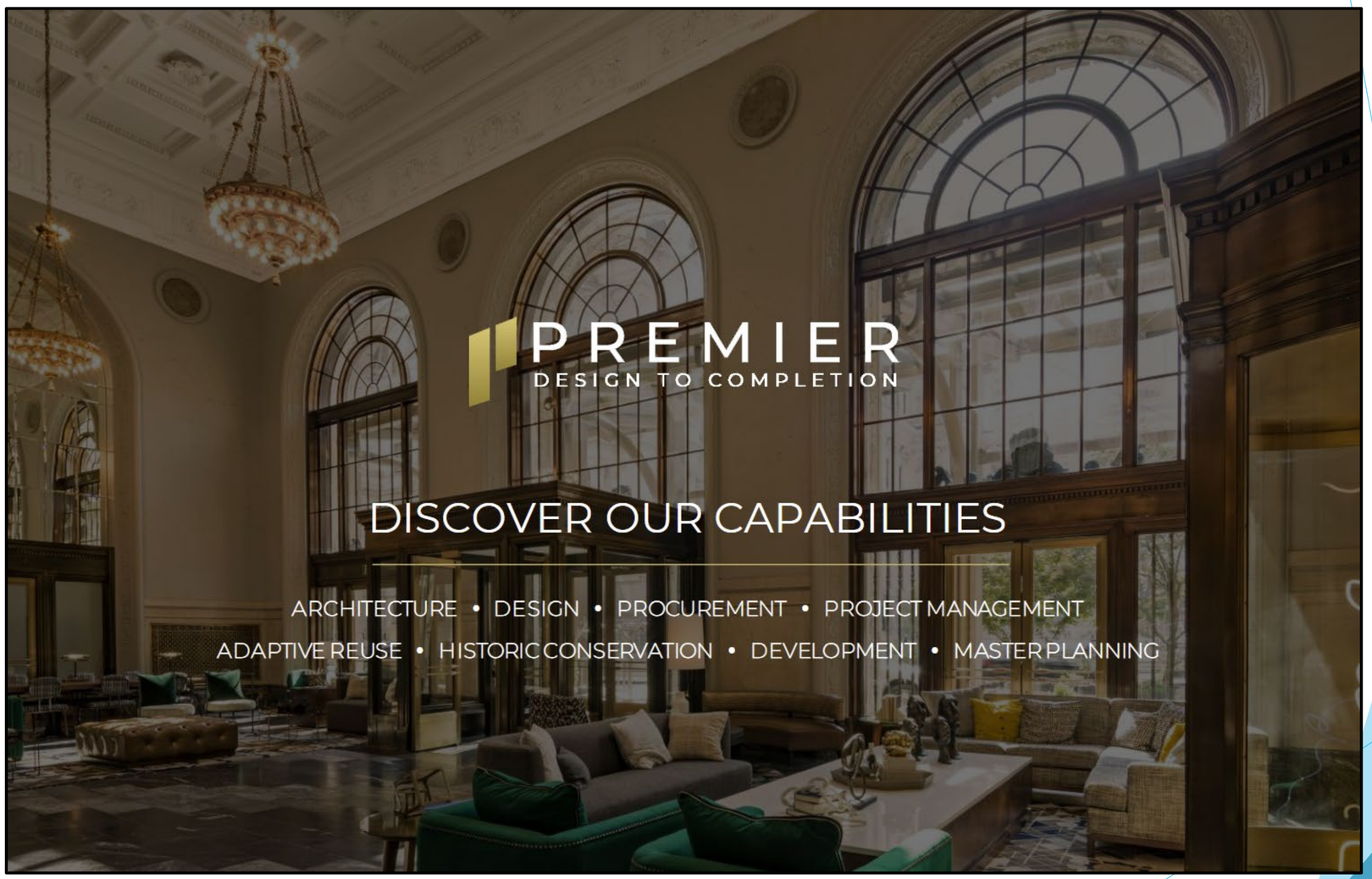
Venice Isles

324-unit apartment project in Sarasota County, FL, with a $34.9 MM Value, completed in May 2021





Architect – Premier Project Managers LLC



MEET YOUR PARTNERS

A LEADERSHIP TEAM COMMITTED TO YOUR SUCCESS



Hector Sanchez
Chief Executive Officer



Franklin Piñerúa
Chief Commercial Officer



Johannes Michalsky
Chief Operations Officer



Patrick Burke
Senior Vice President of Architecture and Design



Richard Oakes
Senior Vice President of Procurement



Athena Christodoulatos
Senior Vice President of Strategic Partnerships - Hospitality



Kate Pittman
Vice President of Strategic Partnerships - Hospitality



Aimee Sanborn
Senior Vice President of Adaptive Reuse and Mixed-Use



Stephen Funk
Vice President of Architecture



Derek Weaver
Vice President of Project Management

Florida-Based Projects by Premier or Premier's Existing Architects



Florida-Based Projects by Premier or Premier's Existing Architects

FLORIDA-BASED PROJECT EXPERIENCE

MARKETS SERVED

A select list of our Florida markets where Premier has demonstrated its capabilities include the following:

Ground Up Projects

- Bradenton
- Cape Coral
- Gainesville
- Miami-Dade County
- Port St. Lucie
- St. Petersburg
- Tampa
- Winter Garden

Renovation Projects

- Bradenton
- Broward
- Charlotte County
- Collier County
- Daytona Beach
- Ft. Myers
- Ft. Walton Beach
- Hillsborough County
- Jacksonville
- Jefferson County
- Miami-Dade County
- Naples
- Orlando
- Palm Beach County
- Panama City Beach
- Pensacola
- Pinellas County
- Port St. Lucie
- Tallahassee
- Tampa
- Vero Beach
- Volusa County

Expansion Projects

- Tampa

Adaptive Reuse Projects

- New Port Richey
- Tampa

PREMIER
DESIGN TO COMPLETION

Las Olas Walk,
Ft. Lauderdale, Fl.



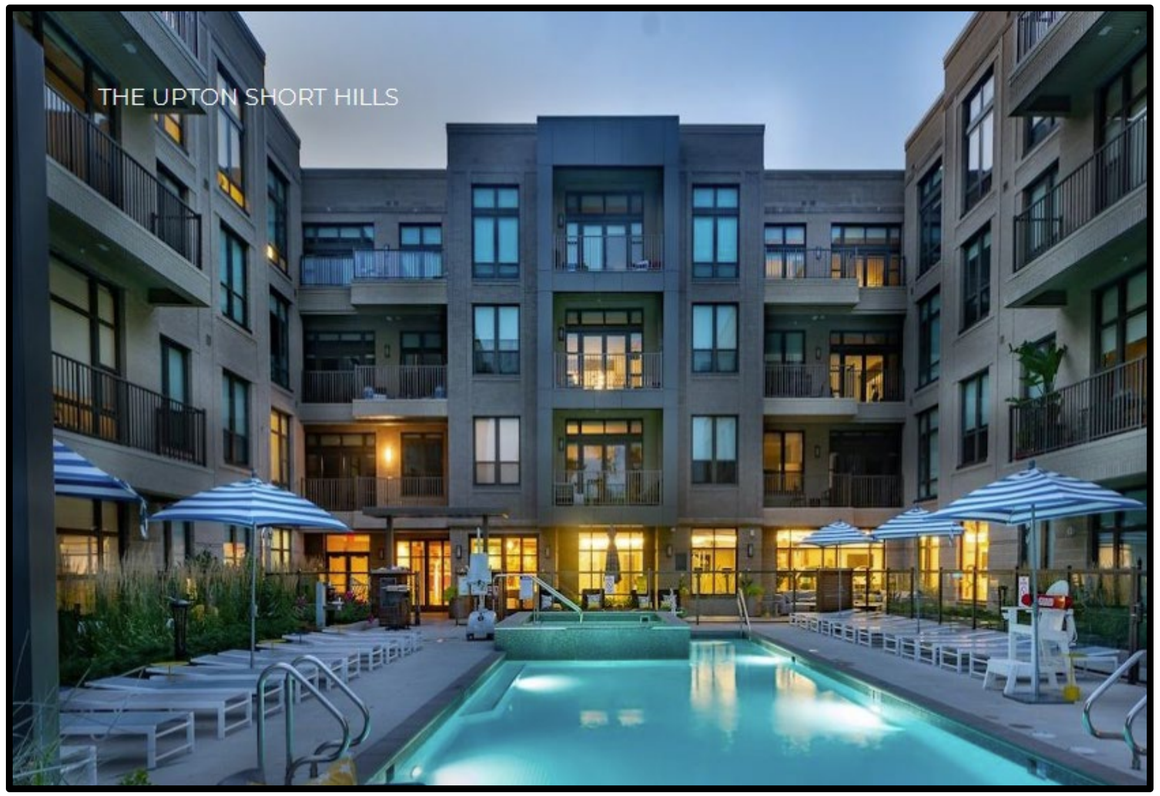


Riverhouse 9 at Port Imperial
Manahawkin, NJ





The Upton Short Hills, Millburn, NJ





D. General description of the construction financing package assembled for the project including category sources (loan, equity, tax credit, etc) and amounts and project uses (acquisition, site work, construction hard costs, soft costs).

The Financing Package will consist of 70% loan to 30% equity. The total costs of the project is estimated at $20.48MM with the estimated hard construction costs totaling $15.17MM. The amounts and project uses (acquisitions, site work, construction hard costs, soft costs) are described in the following spread sheets.

We are requesting the Housing Investment Program, a reimbursement of 80% of the project's tax increment for the first 5 years, and 70% of the project's tax increment for the following 10 years. We are also requesting that the CRA reimburse the project for its payment to the city's utility department of the project's water connection tap fee imposed by the city for this project.

These spreadsheets follow this page:

- Construction cost estimate (1 page summary from GC)
- Development budget
- Ten-year operating budget
- COWH CRA incentive breakdown spreadsheet
- Downtown development benefits to city spreadsheet – project vs not project.

Number 1: Construction cost estimate (1 page summary from GC)

CONCEPTUAL BUDGET
OCTOBER 21, 2024

CSI DESCRIPTION	AMOUNT	$/Unit	$/NRSF	%
General Conditions	$1,024,238	$12,644.91	$30.28	6.94%
Inspections, Testing & Warranty	$29,375	$362.65	$0.87	0.20%
Hoisting & Equipment	$319,700	$3,946.91	$9.45	2.17%
Division 3 - Concrete (Building Slab/Concrete Podium/Stairs & Elevator Shafts)	$1,334,210	$16,471.73	$39.44	9.04%
Division 4 - Masonry (Brick Veneer)	$100,000	$1,234.57	$2.96	0.68%
Division 5 - Metals (Cold Form Metal Framing/Building Stairs / Rails)	$1,607,142	$19,841.26	$47.51	10.89%
Division 6 - Carpentry (Rough Carpentry/ Lumber / Finish Carpentry /Millwork)	$490,265	$6,052.65	$14.49	3.32%
Division 7 - Weather Proofing (Insulation / Weather Barriers/Fiber Cement Siding/Roofing)	$494,755	$6,108.08	$14.62	3.35%
Division 8 - Doors & Windows (Hm doors,Frames & Hardware/ Wood doors/ Storefronts/ Folding Doors)	$463,705	$5,724.75	$13.71	3.14%
Division 9 - Finishes (Drywall /Portland Cement Stucco/ Tile / LVT / Sound Mat/ Carpet / Painting)	$1,565,258	$19,324.18	$46.27	10.61%
Division 10 - Specialties (Bath Accessories / Fire Ext / Postal Specialties / Storage Lockers/ Wire Shelving)	$353,381	$4,362.73	$10.45	2.39%
Division 11 - Residential Equipment (Appliances)	$361,400	$4,461.73	$10.68	2.45%
Division 12 - Furnishings (Blinds / Cabinets/ Countertops)	$384,400	$4,745.68	$11.36	2.61%
Division 13 - Special Construction (Swimming Pool / Covered Bridge to Garage/ Hardscape Features)	$329,064	$4,062.52	$9.73	2.23%
Division 14 - Conveying Systems (Elevators)	$634,980	$7,839.26	$18.77	4.30%
Division 21 - Fire Suppression System	$237,145	$2,927.72	$7.01	1.61%
Division 22 - Plumbing System	$1,221,101	$15,075.32	$36.09	8.28%
Division 23 - HVAC System	$685,000	$8,456.79	$20.25	4.64%
Division 26 - Electrical Systems	$1,731,760	$21,379.75	$51.19	11.74%
Division 31 - Site Work (Earthwork/Utilities/Soil Improvements)	$506,985	$6,259.07	$14.99	3.44%
Division 32 - Exterior Improvements (Sidewalks / Landscaping / Irrigation)	$37,878	$467.63	$1.12	0.26%
Insurance & Bonds - GL Insurance	$141,550	$1,747.53	$4.18	0.96%
P&P Bond - Not included				
Fee & Contingency				
Contractor's Contingency (Not included)	$0	$0.00	$0.00	0.00%
Overhead & Profit	$702,665	$8,674.87	$20.77	5.00%
	$14,755,956	$182,172	$436.17	

Number 2: Development Budget

Hamilton			
Development Budget			
81			
	Total Cost	**Per Unit**	**Per GSF**
Land Acquisition			
Land Purchase Price	880,000	10,864	17
Total Land Cost	**880,000**	**10,864**	**17**
Hard Cost			
New Construction Costs (WPC Proposal)	14,755,956	182,172	277
Targeted Value Engineering (TBD)	(78,407)	(968)	(1)
Retail Tenant Improvements	80,405	993	2
Hard Cost Contingency (3%)	348,708	4,305	7
Total Hard Costs	**15,106,662**	**186,502**	**284**
Soft Costs			
Architectural/Engineering	501,186	6,187	9
Survey/Geo-Tech/Environmental/ Materials Testing	45,425	561	1
Builders Risk Insurance & Performance and Payment Bond	120,786	1,491	2
Taxes During Construction	2,386	29	0
TAP Fees	575,728	7,108	11
TAP Fees - Reimbursement by City / CRA	(575,728)	(7,108)	(11)
Building Permit & Impact Fees	142,420	1,758	3
Consulting/Travel/Muni Planning Meetings	104,016	1,284	2
Pre-Development Developer Expenses	300,000	3,704	6
Developer Fee	540,000	6,667	10
Developer On-Site Owners Representative	166,052	2,050	3
Legal	50,000	617	1
Title/Closing/Stamp Tax	114,129	1,409	2
Construction Interest Reserve	611,862	7,554	11
Insurance - 1st Year	76,314	942	1
Start-Up/Marketing/Inventory/Accounting/Pre-Ops	275,000	3,395	5
FFE (Furnitures, Fixtures, and Equipment,Murphy Beds, California Closet	607,500	7,500	11
Equity/Operating Reserve/Lease-Up Shortfall	235,000	2,901	4
Guarantor Fee/Equity Fee	160,950	1,987	3
Mortgage Banking Fees	222,270	2,744	4
Soft Cost Contingency (5%)	220,886	2,727	4.15
Total Soft Costs	**4,496,182**	**55,508**	**84**
Sources			
Construction Loan	14,337,991	177,012	70.00%
Sponsor LP Equity	6,144,853	75,862	30.00%
Total Costs/Sources:	**20,482,844**	**252,875**	**385**

Number 3: 10-year Operating Budget
(following page)

Hamilton
10 Year Budget
81

Operating Income		Year 0 Initial Investment	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	SALE	TOTAL
			CONSTRUCTIO	LEASE - UP	STABILIZED	STABILIZED	STABILIZED	STABILIZED	STABILIZED	STABILIZED	STABILIZED	STABILIZED		
RENT INCREASE %					3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Apartment	$1,957		0	1,901,940	1,958,998	2,017,768	2,078,301	2,140,650	2,204,870	2,271,016	2,339,146	2,409,321		19,322,010
Vacancy/Incentives/Bad Debt	5.0%		0	(418,427)	(97,950)	(100,888)	(103,915)	(107,033)	(110,243)	(113,551)	(116,957)	(120,466)		(1,289,430)
Other Income	$75		0	56,862	69,255	71,333	73,473	75,677	77,947	80,286	82,694	85,175		672,701
Admin Income	$250		0	15,795	19,238	19,815	20,409	21,021	21,652	22,302	22,971	23,660		186,861
Total Operating Income			**0**	**1,556,170**	**1,949,541**	**2,008,027**	**2,068,268**	**2,130,316**	**2,194,225**	**2,260,052**	**2,327,854**	**2,397,689**		**18,892,142**
			Square Foot Rate		**4.65**	**4.79**	**4.94**	**5.09**	**5.24**	**5.40**	**5.56**	**5.72**		
OPERATING EXPENSES	2.0%	CPI %												
Administration and Payroll	6.40%		0	124,494	124,771	128,514	132,369	136,340	140,430	144,643	148,983	153,452		1,233,996
Total Payroll & Employee Benefits			**0**	**124,494**	**124,771**	**128,514**	**132,369**	**136,340**	**140,430**	**144,643**	**148,983**	**153,452**		**1,233,996**
Management Fee	3.0%		0	46,685	58,486	60,241	62,048	63,909	65,827	67,802	69,836	71,931		566,764
Property Administration Costs	3.0%		0	62,247	58,624	60,382	62,194	64,060	65,981	67,961	70,000	72,100		583,548
Advertising & Promotions	2.5%		0	77,809	48,739	50,201	51,707	53,258	54,856	56,501	58,196	59,942		511,208
Leased Parking from City (50 spaces)	$0			0	0	0	0	0	0	0	0	0		0
Total Administrative			**0**	**186,740**	**165,848**	**170,824**	**175,949**	**181,227**	**186,664**	**192,264**	**198,032**	**203,973**		**1,661,520**
Utilities	4.00%		0	124,494	77,982	80,321	82,731	85,213	87,769	90,402	93,114	95,908		817,932
Total Utilities			**0**	**124,494**	**77,982**	**80,321**	**82,731**	**85,213**	**87,769**	**90,402**	**93,114**	**95,908**		**817,932**
Repairs & Maintenance	7.50%		0	77,809	146,216	150,602	155,120	159,774	164,567	169,504	174,589	179,827		1,378,006
Total Maintenance			**0**	**77,809**	**146,216**	**150,602**	**155,120**	**159,774**	**164,567**	**169,504**	**174,589**	**179,827**		**1,378,006**
Property Insurance	$1,250	(80%/70% of 68.33	0	101,250	103,275	105,341	107,447	109,596	111,788	114,024	116,304	118,631		987,656
Real Estate Taxes / Unit (Year 6 - Year 15)	$2,684		0	178,735	184,097	189,620	195,309	201,168	207,203	213,419	219,822	226,417		1,815,792
Real Estate Taxes Abatement / Unit	$1,284	47.8%	0	(102,123)	(105,216)	(108,401)	(111,683)	(115,062)	(103,725)	(106,863)	(110,094)	(113,423)		(976,590)
Total Insurance and Taxes Expense			**0**	**177,862**	**182,157**	**186,559**	**191,074**	**195,702**	**215,266**	**220,581**	**226,032**	**231,625**		**1,826,858**
			% EGI	44.43%	35.75%	35.70%	35.65%	35.59%	36.22%	36.17%	36.12%	36.07%		
Total Operating Expenses			**0**	**691,399**	**696,973**	**716,820**	**737,242**	**758,256**	**794,696**	**817,394**	**840,750**	**864,784**	**0**	**6,918,312**
Net Operating Income before Debt Service and Capital Expense			**0**	**864,772**	**1,252,568**	**1,291,207**	**1,331,026**	**1,372,060**	**1,399,529**	**1,442,658**	**1,487,104**	**1,532,906**	**0**	**11,973,830**
Project value assuming Cap Rate	5.50%				**23,235,501**	**23,938,028**	**24,675,852**	**25,436,194**	**25,950,320**	**26,749,619**	**27,573,304**	**28,422,114**		
ADDITIONAL INCOME		Retail Cap Rate												
Retail Revenue	$3,000	6.50%	0	26,531	30,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822		286,405
Total Non-Operating Expenses			**0**	**26,531**	**30,000**	**30,000**	**30,900**	**31,827**	**32,782**	**33,765**	**34,778**	**35,822**	**0**	**286,405**
NON-OPERATING EXPENSES														
Replacement Reserve	2.0%		0	31,123	31,123	31,746	31,746	31,746	31,746	31,746	31,746	31,746		284,468
Asset Management	0.75%			44,324	44,324	44,324	44,324	44,324	44,324	44,324	44,324	44,324		398,915
Total Non-Operating Expenses			**0**	**75,447**	**75,447**	**76,070**	**76,070**	**76,070**	**76,070**	**76,070**	**76,070**	**76,070**		**683,383**
DEBT SERVICE														
Mortgage Payment (P&I)			611,862	915,494	911,141	1,072,737	1,072,737	1,072,737	1,072,737	1,072,737	1,072,737	1,072,737	0	9,947,658
Interest/Equity Reserve Funding			(611,862)	0	0	0	0	0	0	0	0	0		
Total Debt Service Expense			**0**	**915,494**	**911,141**	**1,072,737**	**1,072,737**	**1,072,737**	**1,072,737**	**1,072,737**	**1,072,737**	**1,072,737**	**0**	**9,947,658**
Date		1/1/2025	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	1/1/2035	
Net Income			0	(99,638)	295,980	172,400	213,119	255,080	283,504	327,617	373,075	419,920	0	1,342,788
OTHER CASH DISBURSEMENTS				NEW LOAN RATE	5.75%								5.50%	
New Loan/Sale					15,318,530								28,422,114	
Old Loan Payoff					(14,337,991)								(13,669,263)	
Old/New Loan Fees					(286,760)								(68,346)	
Sale Closing Costs					(153,185)								(284,221)	
Contingency and Equity Reserve	235,000	135,362	Balance after Distributions	99,638	0	0	0	0	0	0	0	0	0	
Total Cash Disbursements			0		540,594	0	0	0	0	0	0	0	14,400,283	14,940,877
Total Cash Flow		(6,144,853)	0	0	836,574	172,400	213,119	255,080	283,504	327,617	373,075	419,920	14,400,283	11,136,717
Debt Service Coverage Ratio					1.37	1.204	1.24	1.28	1.30	1.34	1.39	1.43		
Project IRR with TIF & TAP Fee Payment		13.56%												
Project IRR without TIF & TAP Fee Payment		9.66%												

Number 4: COWH CRA incentive breakdown spreadsheet

NPV Calc:	
Discount Rate	6.0%
Total TIF	$1,732,828
NPV TIF	$1,100,843

50 Year Summary:	
Total TIF Rebate:	$1,732,828
Reimbursment of Water Tap fee payment:	$575,728
Total to Developer:	$2,308,556
Total to CRA:	$6,040,664
Total to City General Rev:	$3,537,644
Total to CRA and City General:	$9,578,309

Total Investment:	$20,482,844
Total Construction Cost:	$15,106,662
Estimated Taxable Value (70%):	$10,574,663
Total TIF Rebate:	$1,732,828
Reimbursment of Water Tap fee payment:	$575,728
Total TIF rebate and Tap Fee reimbursment:	$2,308,556
% Incentive:	11.27%

Description: 80% TIF rebate years 1-5 / 70% TIF rebate years 6-15	
Reimbursment of Water Tap fee payment:	$575,728

Tax Year	Taxable Value	County	City	tal City/County T	Early payment discount rate	Amount Paid	Total Increment	95%	Rebate		CRA Receives
2024	$99,788	6.6348	6.59	$1,320	97%	$1,280					
2026	$10,574,663	6.6348	6.59	$139,848	97%	$135,652	$134,372	$127,654	$102,123		$25,531
2027	$10,891,903	6.6348	6.59	$144,043	97%	$139,722	$138,442	$131,520	$105,216		$26,304
2028	$11,218,660	6.6348	6.59	$148,365	97%	$143,914	$142,634	$135,502	$108,401	80%	$27,100
2029	$11,555,220	6.6348	6.59	$152,815	97%	$148,231	$146,951	$139,603	$111,683		$27,921
2030	$11,901,877	6.6348	6.59	$157,400	97%	$152,678	$151,398	$143,828	$115,062		$28,766
2031	$12,258,933	6.6348	6.59	$162,122	97%	$157,258	$155,978	$148,179	$103,725		$44,454
2032	$12,626,701	6.6348	6.59	$166,986	97%	$161,976	$160,696	$152,661	$106,863		$45,798
2033	$13,005,502	6.6348	6.59	$171,995	97%	$166,835	$165,555	$157,277	$110,094		$47,183
2034	$13,395,667	6.6348	6.59	$177,155	97%	$171,840	$170,560	$162,032	$113,423		$48,610
2035	$13,797,537	6.6348	6.59	$182,470	97%	$176,996	$175,715	$166,930	$116,851		$50,079
2036	$14,211,463	6.6348	6.59	$187,944	97%	$182,305	$181,025	$171,974	$120,382	70%	$51,592
2037	$14,637,807	6.6348	6.59	$193,582	97%	$187,775	$186,495	$177,170	$124,019		$53,151
2038	$15,076,941	6.6348	6.59	$199,390	97%	$193,408	$192,128	$182,521	$127,765		$54,756
2039	$15,529,250	6.6348	6.59	$205,371	97%	$199,210	$197,930	$188,033	$131,623		$56,410
2040	$15,995,127	6.6348	6.59	$211,532	97%	$205,186	$203,906	$193,711	$135,598		$58,113
EXPIRATION OF DEVELOPER'S AGREEMENT				**$2,602,337**		**$2,524,267**		Total	**$1,732,828**	Total	$645,768
2041	$16,474,981	6.6348	6.59	$217,878	97%	$211,342		$200,775			$200,775
2042	$16,969,230	6.6348	6.59	$224,415	97%	$217,682		$206,798			$206,798
2043	$17,478,307	6.6348	6.59	$231,147	97%	$224,213		$213,002			$213,002
2044	$18,002,657	6.6348	6.59	$238,082	97%	$230,939		$219,392			$219,392
2045	$18,542,736	6.6348	6.59	$245,224	97%	$237,867		$225,974			$225,974
2046	$19,099,018	6.6348	6.59	$252,581	97%	$245,003		$232,753			$232,753
2047	$19,671,989	6.6348	6.59	$260,158	97%	$252,353		$239,736			$239,736
2048	$20,262,149	6.6348	6.59	$267,963	97%	$259,924		$246,928			$246,928
2049	$20,870,013	6.6348	6.59	$276,002	97%	$267,722		$254,336			$254,336
2050	$21,496,113	6.6348	6.59	$284,282	97%	$275,753		$261,966			$261,966
2051	$22,140,997	6.6348	6.59	$292,810	97%	$284,026		$269,825			$269,825
2052	$22,805,227	6.6348	6.59	$301,595	97%	$292,547		$277,919			$277,919
2053	$23,489,384	6.6348	6.59	$310,642	97%	$301,323		$286,257			$286,257
2054	$24,194,065	6.6348	6.59	$319,962	97%	$310,363		$294,845			$294,845
2055	$24,919,887	6.6348	6.59	$329,561	97%	$319,674		$303,690			$303,690
2056	$25,667,484	6.6348	6.59	$339,447	97%	$329,264		$312,801			$312,801
2057	$26,437,508	6.6348	6.59	$349,631	97%	$339,142		$322,185			$322,185
2058	$27,230,633	6.6348	6.59	$360,120	97%	$349,316		$331,850			$331,850
2059	$28,047,552	6.6348	6.59	$370,923	97%	$359,796		$341,806			$341,806
2060	$28,888,979	6.6348	6.59	$382,051	97%	$370,589		$352,060			$352,060
EXPIRATION OF CRA				City Taxes						Total	$6,040,664
2061	$29,755,648	6.6348	6.59	$196,090	97%	$190,207					$190,207
2062	$30,648,318	6.6348	6.59	$201,972	97%	$195,913					$195,913
2063	$31,567,767	6.6348	6.59	$208,032	97%	$201,791					$201,791
2064	$32,514,800	6.6348	6.59	$214,273	97%	$207,844					$207,844
2065	$33,490,244	6.6348	6.59	$220,701	97%	$214,080					$214,080
2066	$34,494,952	6.6348	6.59	$227,322	97%	$220,502					$220,502
2067	$35,529,800	6.6348	6.59	$234,141	97%	$227,117					$227,117
2068	$36,595,694	6.6348	6.59	$241,166	97%	$233,931					$233,931
2069	$37,693,565	6.6348	6.59	$248,401	97%	$240,949					$240,949
2070	$38,824,372	6.6348	6.59	$255,853	97%	$248,177					$248,177
2071	$39,989,103	6.6348	6.59	$263,528	97%	$255,622					$255,622
2072	$41,188,776	6.6348	6.59	$271,434	97%	$263,291					$263,291
2073	$42,424,440	6.6348	6.59	$279,577	97%	$271,190					$271,190
2074	$43,697,173	6.6348	6.59	$287,964	97%	$279,325					$279,325
2075	$45,008,088	6.6348	6.59	$296,603	97%	$287,705					$287,705
				$12,103,865		**$11,740,749**				Total	$3,537,644

Number 5: Downtown development benefits to city spreadsheet – project vs not project

DOWNTOWN DEVELOPMENT BENEFITS TO THE CITY OF WINTER HAVEN								
PROJECT:	**The Hamilton on Central**							
RESIDENTIAL UNITS:	**81**							
GROSS SQ. FT.:	**53,219**							
				Impact on Winter Haven Completed Project			**Impact on Winter Haven No Project**	
				15 Years	**50 Years**		**15 Years**	**50 Years**
Estimated CRA / City Tax Revenues				2,378,596	11,311,137		24,522	150,001
Total Tax Abatement Request				1,732,828	1,732,828		0	0
	Local School	2.248	11.60%	442,130	2,681,389		4,172	25,303
	State School	3.271	16.88%	643,331	3,901,613		6,071	36,818
	Lake Region	0.410	2.12%	80,638	489,043		761	4,615
	SWFMD	0.226	1.17%	44,449	269,570		419	2,544
	Total			1,210,548	7,341,616		11,423	69,279
	Sub Total All	**19.380**	**100.00%**	**1,856,317**	**16,919,924**		**35,946**	**219,281**
Estimated City Franchise Tax on Electric Utilities (6.0% of Electric Use)				61,190	230,889			
Estimated City Utility Service Tax on Electric Utilities (10.0% of Electric Use)				101,984	384,815			
Estimated City Telecommunications Tax (Hard to Measure)								
Estimated TAP Fees Payable to City Water Utilities				575,728	575,728			
TAP Fees - Reimbursment by CRA				(575,728)	(575,728)			
Estimated Sewer & Water Revenues				439,057	1,463,523			
CoWH Sales Tax Participation (Indirect Impact Only - Hard to Measure)								
	Total All			**2,458,548**	**18,999,152**		**35,946**	**219,281**

E. Proposed development plans (drawings to scale 1/8 inch =) including site plans, floor plans indicating square footage and layout, elevations as appropriate)

SITE PLAN
(including first floor, Floor Plan)



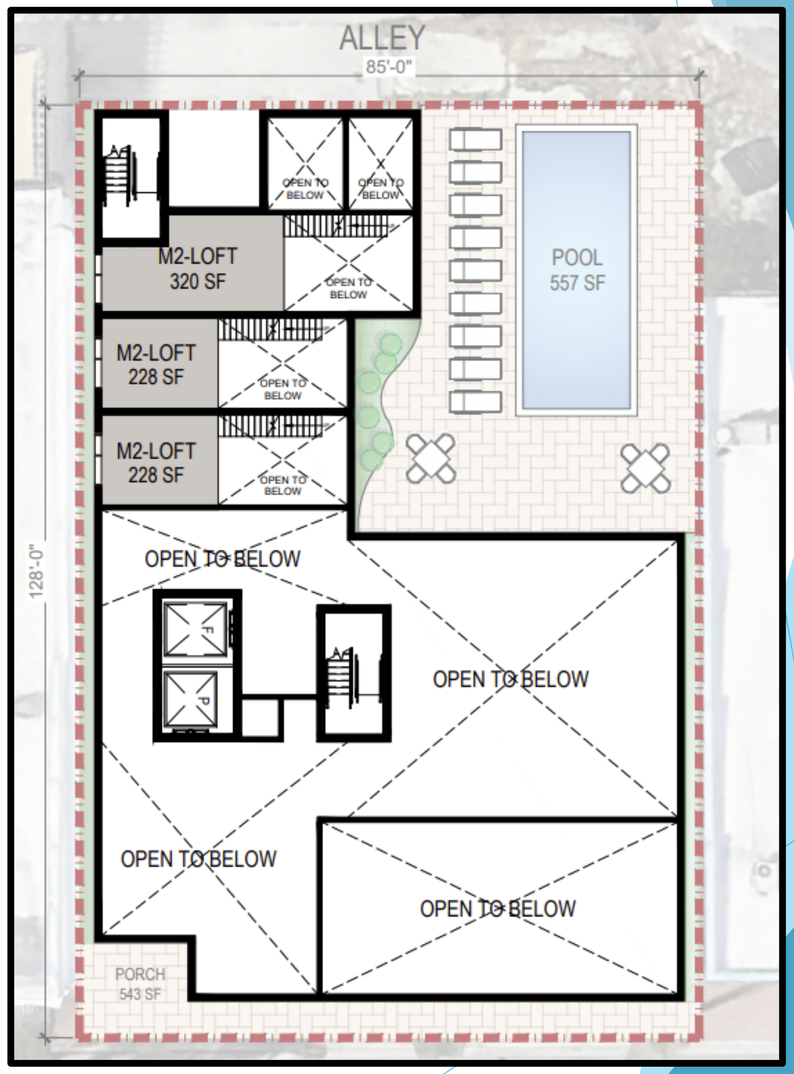
Floor Plan indicating, Square Feet, Layout, and elevations

Unit	Type	Unit Square Footage	Number of Units	Total Square Footage
M1-A	0	400	4.00	1,600
M1-B	0	400	25.00	10,000
M1-C	0	400	8.00	3,200
M1-D	0	400	4.00	1,600
M1-E - STR	0	403	4.00	1,612
M1-F - STR	0	400	27.00	10,800
M2-A	1	628	2.00	1,256
M2-B	1	731	1.00	731
A1	1	501	6.00	3,006
Total			**81**	**33,805**

1st Floor



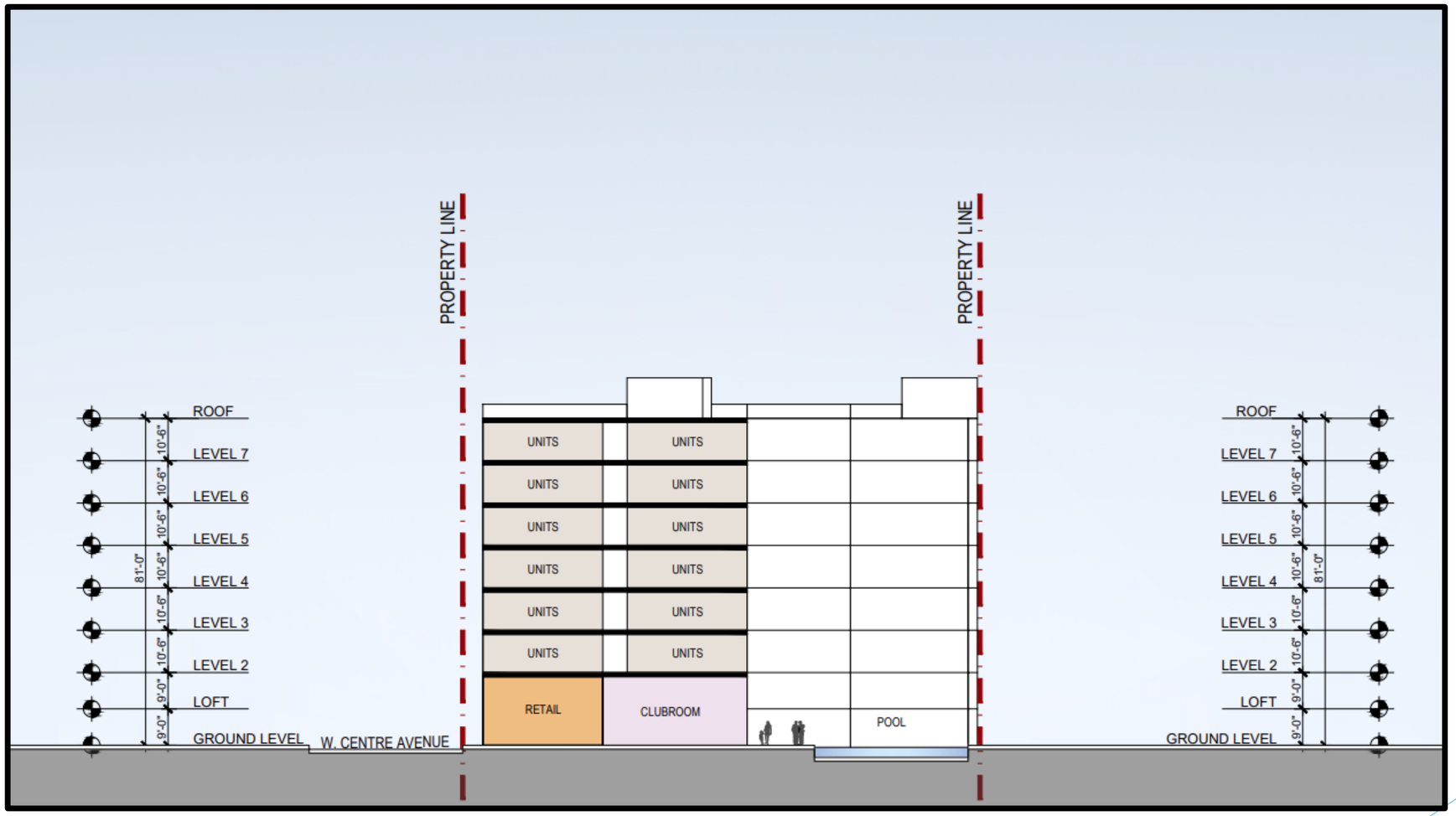
1st Floor Loft



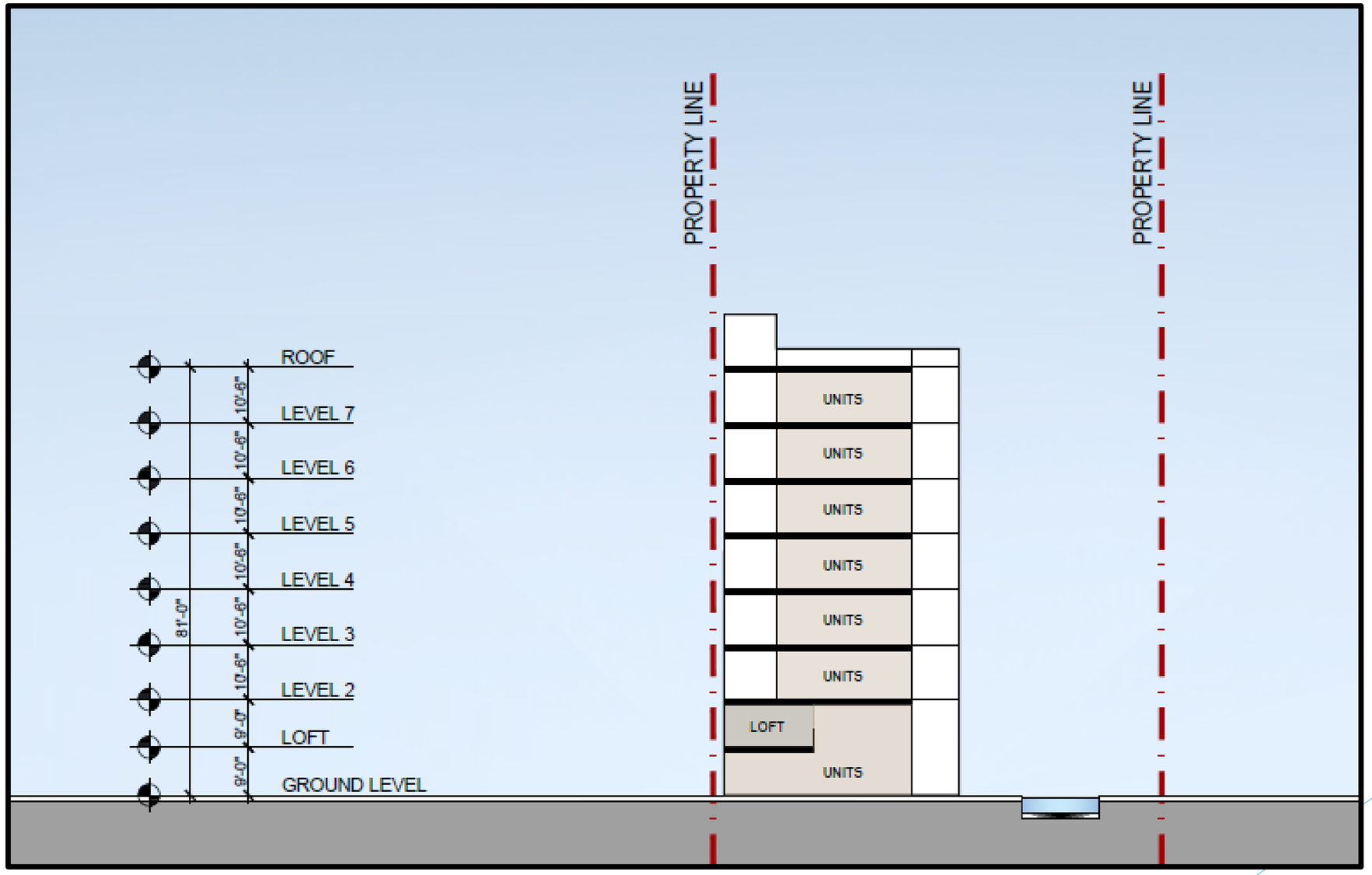
Floors 2-7


ALLEY
85'-0"
A1
501 SF
M1
403 SF
STR. #2
188 SF
POOL
609 SF
M1
400 SF
M1
400 SF
CORRIDOR
1,651 SF
RESIDENTIAL STORAGE
408 SF
MEP
191 SF
M1
400 SF
M1
400 SF
M1
400 SF
STR. #1
187 SF
M1
400 SF
M1
400 SF
M1
400 SF
M1
400 SF
M1
400 SF
M1
400 SF
3 LEVEL 2 - 7

Elevation (from east)

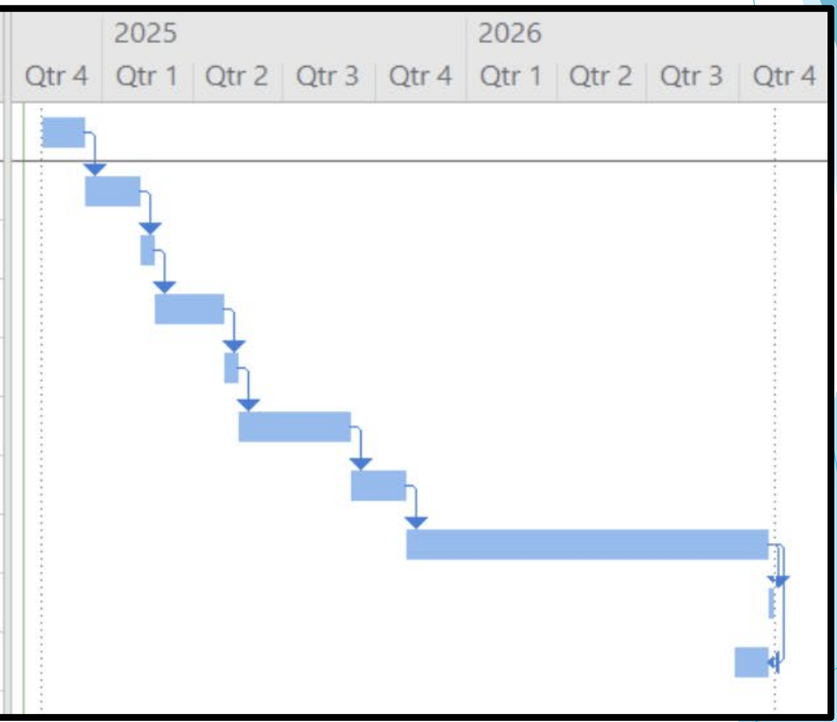


Elevations (from north)



Construction Schedule
(including pre-development schedule)

Task Name	Duration	Start	Finish
Concept Design Package	30 days	Fri 11/1/24	Fri 12/13/24
Schematic Design	40 days	Fri 12/13/24	Fri 2/7/25
Owner Approval	10 days	Fri 2/7/25	Fri 2/21/25
Design Development	50 days	Fri 2/21/25	Fri 5/2/25
Owner Approval	10 days	Fri 5/2/25	Fri 5/16/25
Construction Documents	80 days	Fri 5/16/25	Fri 9/5/25
Permiting	40 days	Fri 9/5/25	Fri 10/31/25
Construction	260 days	Fri 10/31/25	Fri 10/30/26
Certificate of Occupancy	5 days	Fri 10/30/26	Fri 11/6/26
Install Furnishings	25 days	Fri 9/25/26	Fri 10/30/26



F. Description of parking accommodations for entire development (If parking exempt, provide a calculation of parking demand by the development and the anticipated source(s) of parking supply, i.e, on-street, parking garage, private lease space, etc.)

The Hamilton will be requesting a separate parking accommodation from the city. We are proposing that tenants of individual apartment units at The Hamilton have the option to lease one rooftop parking space at the city garage across the alley to the north of the Hamilton at a rate of $50 per space per month. It is presently anticipated that tenants will have access to the rooftop of the garage along a secured pedestrian walk from the third floor of The Hamilton.

The Hamilton on Central
Proposed Management by Wyndham Reside

Since the submission of our CRA Application on October 21, 2024, we have had very successful discussions with our likely management team for the Hamilton on Central. We are pleased to advise that, while we have not yet signed an agreement, we anticipate that Wyndham Reside will manage the project.

Attainable Housing Solutions for Growing Cities' Essential Workforce

As cities continue to grow, so does the demand for housing for the essential workers who form the backbone of these communities: city employees, food and beverage staff, hospitality and life sciences professionals, nurses, and other critical service providers. Meeting this need requires innovative housing solutions that balance affordability with accessibility and appeal to both short-term and long-term renters. Our strategy to address this demand involves creating an apartment project that could also be labelled an "apartment hotel" in partnership with Wyndham Reside, blending attainable long-term rentals with flexible extended-stay options.

Project Concept: The Apartment Hotel Model

Our apartment hotels are structured to accommodate both long-term and extended-stay tenants in a single property, bifurcated by floor to maintain an organized, seamless experience. The building will allocate approximately 50% of units to long-term, attainable housing while the remaining 50% will cater to extended-stay tenants, allowing stays of up to a year. This hybrid model allows us to meet attainable housing needs for essential workers with a one-year lease, and provides a different, flexible, mid-length rental option for others, meeting various city housing requirements.

Long-Term Housing: The upper floors will offer annual leases at attainable rental rates tailored to essential workers, providing stability and continuity for individuals committed to city infrastructure and service industries.

Extended-Stay Rentals: The lower floors will support medium and short-term stays, catering to professionals (such as travelling nurses), and other transient populations who need flexibility but still require a “home-away-from-home” experience.

Strategy & Value for Investors and Cities

This model is financially viable and meets critical community needs. By leveraging our partnership with Wyndham Reside, we can utilize their expertise in extended-stay accommodation, combining it with our commitment to accessible housing

DATE: November 25, 2024

TO: CRA Board

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Developer's Agreement – Derrick McWaters

BACKGROUND

Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370.

Derrick McWaters has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Housing Investment Program, for a 13-unit multi-family residential infill redevelopment project. The TIF rebate is paid annually from the tax increment generated from the project. The applicant has requested, and provided documentation to support, the reimbursement option of $10,000 maximum rebate per unit.

Total project cost is projected at approximately $2,880,000 and will be financed using approximately 20% private equity and 80% construction loans.

FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reibursement of a portion of the new tax revenue created by the project itself.

CRA PLAN ALIGNMENT

- **Goal 4:** Encourage Housing Investments and Promote Housing Development Opportunities
  - **Objective:** 4. 1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.
  - **Objective:** 4. 2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.
  - **Objective 4.**5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, unanimously recommended approval of the Developer's Agreement to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve the Developer's Agreement with Derrick McWaters.

ATTACHMENTS

- Draft Developer's Agreement
- Application

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2024, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,** a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and **DERRICK MCWATERS,** an Individual (hereinafter referred to as "Mr. McWaters"), their successors or permitted assigns.

WHEREAS, pursuant to CRA Resolution R-21-01 and Section 163.370, Florida Statutes, the CRA and/or City have 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, Mr. McWaters is planning to develop not more than 13 multi-family residential, townhome rental units, as part of an infill redevelopment project, upon certain real property specifically described on Schedule A attached hereto (hereinafter the "Property"): and

WHEREAS, said development is planned to include 13 multi-family residential, townhome rental units to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Florida Building Code, and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

WHEREAS, Mr. McWaters has committed to undertake the construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

WHEREAS, the Project is located within the Downtown Community Redevelopment Area, will increase the taxable value of the project by at least 100%, and is a project investing at least $2 million dollars; and

WHEREAS, construction costs in the City of Winter Haven are similar to the costs realized in competing regional markets and are coupled with lower market rental rates for Downtown multi-family residential units, potentially creating a pro forma gap; and

WHEREAS, Mr. McWaters has made application to the CRA to receive $10,000.00 total development assistance per multi-family residential unit consistent with the Housing Investment Program pursuant to CRA Resolution R-CRA-21-01, to be paid from the tax increment generated by the Project on the Property, until such time as the payments are completed on a per unit basis, or for as long as the CRA exists, whichever is earlier, and as more specifically set forth herein;

WHEREAS, the Downtown CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held November 4, 2024 to recommend approval of the Agreement to the CRA Board and the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Housing Investment Program.** Pursuant to CRA Resolution R-CRA-21-01, Mr. McWaters shall be eligible to receive Tax Increment Financing rebates of not to exceed $10,000.00 per multi-family residential unit developed, to be paid from the actual tax increment revenue received annually by the City and/or CRA as a direct result of the Project upon the Property. The not to exceed $10,000.00 per unit rebate may be paid for as long as the CRA exists, commencing with the tax year when the improvements associated with a particular unit of the Project generate a tax increment and taxes are actually paid and received by the City and/or CRA. However, under no circumstances shall the total rebate exceed $10,000.00 per unit developed. *For example: If a residential unit generates $2,000.00 of tax increment annually, the not to exceed $10,000.00 rebate would be satisfied after the 5th annual payment. Once the cap and/or maximum amount of $10,000.00 Tax Increment rebate is paid to Mr. McWaters then no further payments as to this incentive shall be due and/or payable for such individual units.* The payment of the not to exceed $10,000.00 per unit rebate is subject to actual receipt by the City and/or CRA of tax increments for the subject units.

3. **Appropriation and Availability of Funds.** Tax Increment Financing rebates authorized by this Agreement are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited as defined in Section 2 above of this Agreement, or the expiration/termination of the CRA, whichever is earlier.

4. **Payment.** Provided the terms of this Agreement are satisfied, the CRA and/or the City shall issue payment of the applicable Project Tax Increment contemplated in this Agreement to Mr. McWaters, their successors or permitted assigns, within 30 days upon the City's and/or CRA's actual receipt of tax payments in full made by Mr. McWaters for the subject Property and provided a final report issued by the Polk County Clerk of the Courts certifying the annual tax increment for the CRA is received by the City and/or CRA.

5. **MR. MCWATERS Default.** Subject to the provisions of Section 7.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by Mr. McWaters hereunder:

   5.1 Mr. McWaters defaults in the performance of any material obligation imposed upon it under this Agreement and Mr. McWaters does not commence to

cure such default within thirty (30) days after delivery of notice of such default from the City and/or CRA and diligently pursue such cure to completion thereafter within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

5.2 Any express statement, representation or warranty made by Mr. McWaters herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations of the City and/or the CRA hereunder; or

5.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Mr. McWaters bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Mr. McWaters or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to Mr. McWaters or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

5.4 Upon the occurrence of any Event of Default by Mr. McWaters hereunder; the City and/or CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the City and/or the CRA hereunder, including the reimbursements and annual payments set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the City and/or the CRA at law or equity.

5.5 Notwithstanding anything to the contrary herein, Mr. McWaters shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

6. **City and/or CRA Default; Remedy.**

6.1 Subject to the provisions of Section 7.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the City and/or the CRA hereunder:

6.2 If for any reason the City and/or the CRA fails to timely complete any or all of its obligations under this Agreement and the City and/or the CRA does not commence to cure such default within thirty (30) days after delivery of such notice of default from Mr. McWaters and diligently pursue such cure to completion within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the City and/or the CRA do

not receive and/or are unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to Mr. McWaters as a result thereof shall not constitute a default by the City and/or CRA hereunder.

6.3 If at any time there is a default by the City and/or the CRA which is not cured within any applicable cure period provided herein, Mr. McWaters shall have the right to seek from the City and/or the CRA, all monetary and/or payment obligations of the City and/or CRA as set forth in this Agreement.

6.4 Notwithstanding anything to the contrary herein, the City and/or the CRA shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

7. **Miscellaneous.**

7.1 This Agreement sets forth the entire agreement between the parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties, except as otherwise specified in this Agreement.

7.2 This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board and the governing body of the City which approval may not be unreasonably withheld, but may be reasonably conditioned and/or delayed as determined solely within the discretion of the City and/or CRA. In the event that Mr. McWaters requests any amendment, modification, change or assignment, in whole or in part, and/or any supplementary action related to the Agreement, then such request must be in writing and accompanied by payment to the City's Director of Economic Opportunity & Community Investment of cleared funds in the amount of $3,500.

7.3 In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

7.4 This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

7.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile or electronic signature shall be deemed an original signature for purposes of this Agreement.

7.6 The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

7.7 The parties agree that they are not partners or joint venturers, and neither is agent for the other.

7.8 This Agreement shall not be binding upon any party until it is executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

7.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder in whole or in part, without the express written consent of the other party and approved by the CRA Board and the governing body of the City which approval by the governing body of the City and/or the CRA Board may not be unreasonably withheld, but may be reasonably conditioned or delayed as determined within the sole discretion of the City and/or CRA. Provided further that the rights and obligations related to any incentives and/or payments set forth in the Agreement may not be assigned, pledged and/or hypothecated in any manner whatsoever in whole or in part absent specific written approval by the governing body of the City and/or the CRA Board which approval may not be unreasonably withheld, but may be reasonably conditioned or delayed within the sole discretion of the City and/or the CRA. The additional fee required in paragraph 7.2 above of this Agreement shall also be required in the event that any assignment in whole or in part, or other similar request is made hereunder. Any effort by Mr. McWaters to attempt to assign, pledge, and/or hypothecate the rights and/or obligations under this Agreement in whole or in part without first obtaining the written approval and/or consent of the governing body of the City and/or the CRA Board shall operate to automatically and immediately invalidate the obligations of the City and/or the CRA under this Agreement and in such event the City and/or CRA shall have no further obligations to make any payments as contemplated in the Agreement and/or provide any parking spaces as contemplated herein.

7.10 No member, official or employee of the City and/or the CRA or the City and/or the CRA staff shall be personally liable to Mr. McWaters or to any person with whom Mr. McWaters shall have entered into any contract, or to any other person in the event of any default or breach by the City and/or the CRA, or for any amount which may become due to Mr. McWaters or any other person under this Agreement.

7.11 Neither Mr. McWaters nor the City and/or the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and

other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 7.11 shall deliver notice to the other party as provided in Section 7.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

7.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2024), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Indemnified Party") from and against all suits or actions of any kind including attorney's fees (both trial and appellate) and costs incurred by the Indemnified Party brought against the Indemnified Party 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 any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any sovereign immunity it may have as provided by applicable law and agrees that any indemnification by the City and/or CRA is subject to the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

7.13 The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

7.14 Neither this Agreement nor the obligations imposed upon the City and/or the CRA hereunder shall be or constitute an indebtedness or general obligation of the City and/or CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City and/or the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City and/or the CRA or other Governmental Authority. Mr. McWaters agrees that the obligation of the City and/or the CRA to make any payments by the City and/or the CRA to Mr. McWaters pursuant to this Agreement shall be subordinate to the obligations of the City and/or the CRA to pay debt service on any bonds issued by the City and/or the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City and/or CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City and/or CRA in any fiscal year while this Agreement is in effect.

7.15 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

7.16 Notwithstanding any other provision of this Agreement, if an audit of the CITY and/or CRA is conducted regarding the payments made under this Agreement and additional evidence and/or information regarding the payments made under this Agreement is required as determined within the City's sole discretion then in that event Mr. McWaters agrees that Mr. McWaters shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CITY and/or CRA relating to payments made by the CRA and/or City under this Agreement within thirty (30) calendar days of receipt of the CITY and/or CRA'S written request for same.

7.17 The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

7.18 All legal actions rising out of or connected with this Agreement must be instituted exclusively in the State Courts of competent jurisdiction located in Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement without regard to any conflicts of laws provisions.

7.19 Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:

T. Michael Stavres
City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, Florida 33881

For the CRA:

CRA Board Chairman
City of Winter Haven
451 Third Street, NW
Winter Haven, Florida 33881

With a copy to:	Eric Labbe, Director of Economic Opportunity & Community Investment City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33831
For Mr. McWaters:	

Each party shall be responsible for notifying the other party of any change in their address.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

By:_____
Nathanial J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

THE WINTER HAVEN COMMUNITYREDEVELOPMENT AGENCY

By:_____
Print Name: Brian Yates
As its: Chairman
_____, 2024.

DERRICK MCWATERS,
an Individual.

_____

_____
Two Witnesses

By:_____
As:_____
_____, 2024.

Schedule A

Lots 1 and 2, less the south 37 feet thereof, and lots 3, 4, and 5 of block 6, Lake Shipp Addition, Plat Book 1, Page 96, Publick Records of Polk County, Florida.

And

The south 37 feet of lot 1, Block 6 and the south 37 feet of Lot 2, Block 6, Lake Shipp Addition to Winter Haven, Florida, as shown by map or plat thereof recorded in the Office of the Clerk of Circuit Court in Plat Book 1C, Page 96, Public Records of Polk County, Florida.

Containing .8209 Acres more or less.

CRA Application

FOR

7th Street Multi-Family

LOCATED AT:

Address: 1403 7th Street SW,
Winter Haven, Florida 33880

PREPARED FOR:

BMW Development LLC
Derrick McWaters
2421 Peterson Road,
Lakeland, Florida 33812

PREPARED BY:



TRADITIONS ENGINEERING

6039 Cypress Gardens Blvd, Suite #290
Winter Haven, Florida 33884
863-397-1626

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Community Redevelopment Agency Incentive Application

WINTER HAVEN
The Chain of Lakes City

Community Redevelopment Agency

451 Third Street, NW ♦ Winter Haven, FL 33881 ♦ 863-291-5600

APPLICANT INFORMATION
Name: Derrick McWaters
Contact Person (if a corporation): BMW Development LLC
Address: 2421 Peterson Road
City, State, Zip: Lakeland, FL 33812
Phone: 863-430-4909
Email: dmac1167@gmail.com
Business Structure (circle): Sole Proprietorship/Individual C Corporation S Corporation LLC
PROJECT SITE
Address: 1403 7th Street SW
City, State, Zip: Winter Haven, FL 33880
Tax ID:
Parcel ID: 26-28-32-647000-006011 & 26-28-32-647000-006012
Does applicant own Project Property: _____Yes _____No
If "No", when will property be in control of applicant (own or long term lease):
Name on property title: MCWATERS DERRICK
CRA DEVELOPMENT INCENTIVE
Indicate the incentive for this application: Real Estate Development Accelerator (REDA) _____ Housing Investment Program (HIP) X____ Real Estate Development Accelerator II (REDA II) _____ Outdoor Café Furniture Grant _____ Local Infrastructure Gap_____ Commercial Redevelopment_____ Façade and Exterior Improvement Program (for Developers)_____ Capital Improvement Grant Program _____

BRIEF PROJECT DESCRIPTION (please use additional sheets if necessary)

The proposed multi-family project is for 13 townhome units with site, parking, and utility improvements.

The project site is the above parcels at the NW corner of the Ave N & 7th St intersection.

The project will connect to City of Winter Haven potable water and wastewater utilities.

The Site had (4) existing homes that have since been demolished.

PROJECT INFORMATION

Current status of site: Existing structures_____
Some infrastructure but no structures X
Vacant lot_____

Status of existing building on site (if applicable): Occupied_____ Partially or completely vacant_____

PROJECT BENEFITS

Describe how this project is consistent with the CRA Plan and benefits the community:

The project location is within a less than desirable part of the City's downtown area. Surrounding properties and houses are run down and property values are low in this area. The proposed townhome project will bring value and aesthetics to the area and may inspire additional development or rebuild of existing buildings.

TOTAL ESTIMATED PROJECT INVESTMENT AND NEED

Current assessed value (base): $400,000 Year: 2024

New capital investment dollars (construction value): $3,240,000

Total estimated new assessment (post development/provide 5 year projection value): $4,000,000

Please provide a detailed pro-forma demonstrating the need for the requested incentives. This should be accompanied by a narrative explaining the pro-forma and detailing the need for the requested incentives. (Include on separate sheet with application)

CONSTRUCTION SCHEDULE

Less than 12 months: X 12-16 months:_____ 16-24 months:_____ Longer:_____
(include a detailed project schedule as a separate attachment)

ECONOMIC DEVELOPMENT PROJECT (if applicable)

How many jobs will be created upon completion of the project:
1-5 jobs X 6-10 jobs_____ 10-50 jobs_____ 50+ _____

INCLUDE WITH THIS APPLICATION

- Photographs of project site and/or building(s)
- Current Survey with description of the project (one written page maximum)
- General description of ownership group and/or applicant's managing members and project managers; name and description of developer (if different from applicant); name and description of construction manager and general contractor (if known at time of application).
- General description of the construction financing package assembled for the project including category sources (loan, equity, tax credit, etc) and amounts and project uses (acquisition, site work, construction hard costs, soft costs).

Example:

Sources	Uses
Equity -	Acquisition $200,000
Loan #1 N/A	Site Work $235,000
Loan #2 N/A	Construction Hard Costs $1,820,000
Tax Credit Proceeds	Construction Soft Costs $15,000
Other	Other Development Costs
Total	Total $2,270,000

- Proposed development plans including site plans/floor plans indicating square footage and layout, renderings and/or elevations.
- Description of parking accommodations for entire development
- Other relevant information as deemed necessary by CRA staff, CRA Advisory Committee, or CRA Board.

CRA staff reserves the right to determine whether an application is sufficient for proper review and presentation to the appropriate CRA Advisory Committee and/or CRA. Staff may waive certain application requirements or request additional information not contained on the application.

ADDITIONAL QUESTIONS:

In the past 10 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any felony or misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes (No) If yes, explain?

Is (1) the applicant, the ownership group or any of its subsidiaries, or (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes (No) If yes, explain?

In the past 5 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes (No) If yes, explain?

The undersigned hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this application, that he or she has read this application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

Signature:  Date: 09/17/2024

Print Name: Derrick McWaters

Title: Owner

Company: BWM Development LLC

APPENDIX A

Pro Forma

Pro-Forma Request for CRA Incentives to Build Townhomes in Winter Haven, FL
Date: 10/28/2024
To: Winter Haven Community Redevelopment Agency (CRA)
From: BMW Properties Inc./Derrick McWaters
Subject: Request for CRA Incentives to Support Townhome Development in CRA District

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Introduction
The 7th Street Development is a dedicated real estate development dedicated to enhancing communities through thoughtfully designed housing project. We are writing to request Community Redevelopment Agency (CRA) incentives to assist in the development of a townhome project within the CRA boundaries of Winter Haven, FL. Our project aligns with the CRA's mission to promote economic revitalization, provide affordable housing, and enhance the quality of life for the community.

Project Overview
Project Name: 7th Street Townhomes
Location: Winter Haven
Type of Development: Townhomes
Number of Units: 13
Total Project Cost: $2,880,000

Demonstrating the Need for CRA Incentives

1. **Enhancing Housing Affordability:**

Winter Haven, like many growing cities, faces a rising demand for affordable and mid-range housing. Our townhome project aims to deliver 13 units at attainable price points to low & middle-income families, contributing to the city's housing stock. CRA incentives will help us bridge the affordability gap by reducing overall development costs and enabling us to price homes more competitively.

2. **Addressing Local Market Constraints:**

The CRA district of Winter Haven has historically been underserved in terms of new residential developments due to high land and construction costs, as well as the complexities of site preparation in these areas. Incentives from the CRA will allow us to overcome these financial barriers, thus unlocking the potential for new housing that can serve the community's needs without significant cost burden.

3. **Economic Revitalization:**

By developing townhomes in this underutilized area, our project will contribute to the broader economic revitalization goals of the CRA. New housing development will not only bring new residents and families into the area but will also drive secondary economic benefits through increased consumer spending, job creation, and property tax revenues.

4. **Infrastructure Challenges:**

The current state of infrastructure in the targeted CRA area may require significant upgrades (e.g., roads, utilities, and stormwater management). CRA incentives would

help offset these costs, ensuring that the development can proceed smoothly while complying with local codes and maintaining high construction standards.

5. **Job Creation and Workforce Development:**

The townhome project will create immediate construction jobs, followed by permanent positions in property management and maintenance. We anticipate that the development of these townhomes will attract local and regional talent, further contributing to the CRA's goal of stimulating long-term economic development and workforce growth.

6. **Catalyst for Further Development:**

This project serves as a catalyst for future development within the CRA district. Our townhomes will enhance the area's appeal and stimulate additional investment in both residential and commercial ventures. With the CRA's support, this project can become a model for sustainable urban development within Winter Haven.

Conclusion

The 7th Street Townhomes align with the goals and objectives of the Winter Haven CRA, including promoting economic development, providing affordable housing, and revitalizing underutilized areas. We believe that CRA incentives are essential to the financial feasibility of this project and will ensure that we can deliver a high-quality product that benefits both the residents and the broader community.

We respectfully request the Winter Haven CRA's support through financial incentives, including but not limited to property tax abatements, infrastructure grants, and gap financing. These incentives will enable us to move forward with the project and deliver much-needed housing to the area.

We look forward to working closely with the CRA to make this project a success.

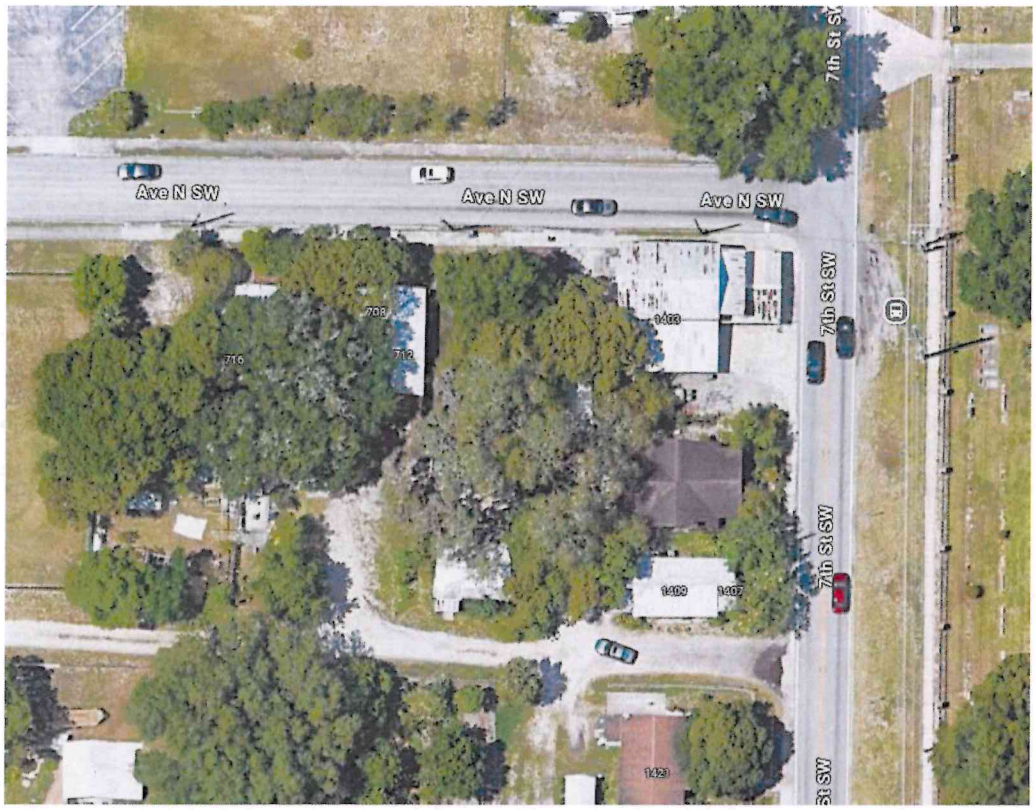
Sincerely,

Derrick McWaters, President

BMW Properties Inc

APPENDIX B

Project Site Photos (Pre-Development)


Ave N SW
Ave N SW
Ave N SW
7th St SW
7th St SW
7th St SW
708
712
716
1403
1409
1407
1423











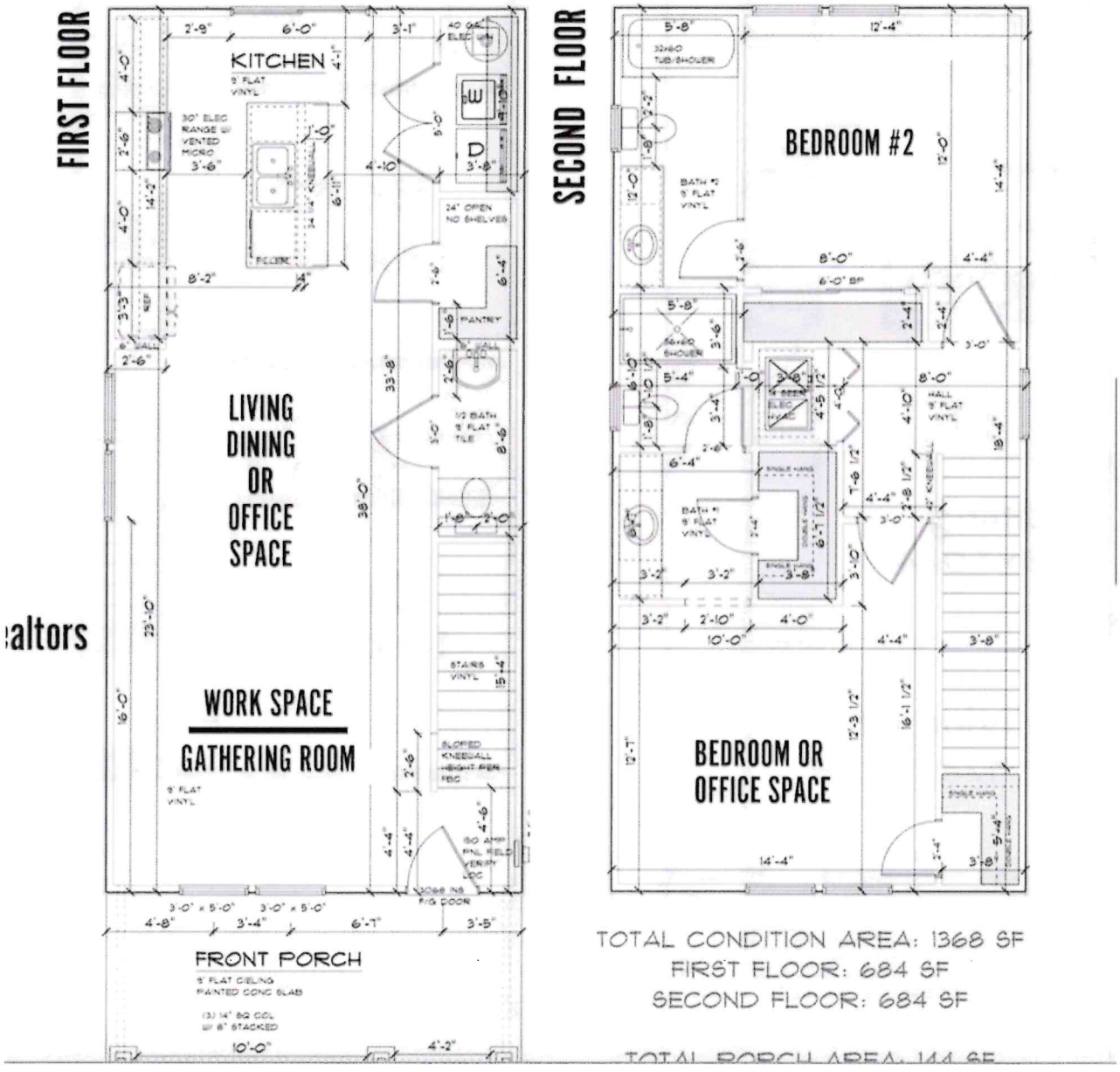






APPENDIX C

Proposed Building Floor Plans



TOTAL CONDITION AREA: 1368 SF
FIRST FLOOR: 684 SF
SECOND FLOOR: 684 SF

TOTAL PORCH AREA: 144 SF


18'-0"
main br
14x11/6
dining
13x10/4
living rm
17/4x11/8
48'-0"
6'-0"
mech
Br #2
14x10/8
Br #3
14x10/8

The Oaks at 7th Street

Project overview:
A 13-unit townhome rental community located in Winter Haven community redevelopment area.

Development cost:

Land Acquisition	$ 200,000
Development Cost	$ 195,000
Soft Cost (Permits, etc)	15,000
Total	$ 410,000

Construction Cost:

13 townhomes	$2,470,000

Total Cost to Build $2,880,000

Yearly Revenue Projections:

13 units @ $1650 (95%)	$ 244,530

Operating Expenses:

Property management (5%)	$ 12,226
Insurance	$ 24,000
Property maintenance	$ 4,800
Property taxes	$ 32,500
Net income	$ 195,004

Financing Structure:

Equity Investment 20%	$576,000
Debt Financing	$2,304,000
Interest Rate @ 30 years	8%
Loan Payment (yearly)	$202,956

Overview:
Market analysis indicates more affordable housing is needed in Winter Haven. This project is located in the CRA and 3 older structures were demolished to improve the area and replace with 13 new construction townhomes. The tax incentives are needed to reduce cost for this project to be constructed.

DATE: November 26, 2024

TO: CRA Board

VIA: Eric Labbe, Director of Economic Opportunity & Community Investment

FROM: Angie Hibbard, CRA Manager

SUBJECT: Appointment of Chair and Vice Chair

BACKGROUND

According to Section 4 (Officers) of the CRA By-Laws:

- The Board shall designate a Chairman and Vice-Chairman from among the Board Members during the Board's first meeting of the new fiscal year (October 1 – September 30).
- The Chairman has the general powers and duties of supervision and management usually vested in the Officer of Chairman of the Board. The Chairman shall preside over all meetings of the Board.
- The Vice-Chairman shall have and may exercise the powers and functions of the Chairman in the absence or disability of the Chairman. The Vice-Chairman shall have such other powers and duties as may be assigned or delegated by the Chairman of the Board. Upon a vacancy of Chairman, the Vice-Chairman shall become Chairman.

The term of Chairman and Vice-Chairman are for a one-year term.

FINANCIAL IMPACT

No financial impact.

RECOMMENDATION

Staff recommends the CRA Board appoint a Chairman and Vice Chairman for FY 2024-25.

ATTACHMENTS

- None

DATE: November 26, 2024

TO: CRA Board

VIA: Eric Labbe, Director of Economic Opportunity & Community Investment

FROM: Angie Hibbard, CRA Manager

SUBJECT: 2025 Meeting Schedule

BACKGROUND

According to Section 6 (Meetings) of the CRA By-Laws:

- The Agency Board shall adopt a quarterly, semiannual, or annual schedule of its regular meetings. The Agency Board shall also adopt a regular meeting schedule for the Downtown Advisory Committee and the Florence Villa Committee. The approved schedules will be submitted to the local Governing Body. The schedules shall include the date, time, and location of each scheduled meeting and will be posted at City Hall.
- The Downtown Advisory Committee and the Florence Villa Advisory Committee shall meet as necessary, but no less than quarterly and minutes of the meetings shall be maintained.
- The Chairman or Vice-Chairman of the Board may call a Special meeting of the Board. Special meetings of the Advisory Committees may be called by the Chairman or Vice-Chairman of their respective Committee.
- All meetings of the Board and Advisory Committees shall be open to the public.

The proposed 2024 Meeting Schedules are as follows:

Florence Villa Advisory	Downtown Advisory	Board
January 6th	February 3rd	March 10th
April 7th	May 5th	June 9th
June 30th	July 21st	August 11th
September 15th	October 6th	November 10th

The Florence Villa and Downtown CRA Advisory Committees met on October 21, 2024 and November 4, 2024 respectively, and unanimously approved their proposed meeting schedules.

FINANCIAL IMPACT

No financial impact.

RECOMMENDATION

Staff recommends the CRA Board approve the 2025 Meeting Schedules for the CRA Board, Florence Villa CRA Advisory Committee, and the Downtown CRA Advisory Committees.

ATTACHMENTS

- None

CITY OF WINTER HAVEN
Winter Haven Community Redevelopment Agency
Florence Villa Advisory Committee
Regular Meeting Minutes

October 21, 2024

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

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1. Call to Order

Chairman Halman called the meeting to order at 5:31 PM

2. Roll Call

Committee Members Present: Chairman Halman, Vice Chairman Williams, Derrick Baker, Kendra Williams, Melodie Stevenson, Betty Smothers, Deldrick Leonard, Joey Hilliard

Committee Members Absent: JaQuis McCullough
Samise Lee confirmed a quorum.

Staff Present: Michael Carnevale, Deputy City Manager; Eric Labbe, Director of Economic Opportunity and Community Investment; Angela Hibbard, CRA Manager; Samise Lee, CRA Coordinator; Cedric Cox, Assistant Director of Economic Opportunity and Community Investment; Drew Crawford, Assistant City Attorney; and Joshua Stone, Information Technology Support Supervisor

CRA Board Member: Maxie Hunter

3. Approval of Minutes

Committee Member Baker made a motion for approval of the July 15, 2024 meeting minutes; Seconded by Committee Member Hilliard. **Motion carried by unanimous vote (8-0).**

Angie Hibbard announced Committee Member JaQuis McCullough's decision not to renew her membership and participation with the CRA Advisory Committee for Florence Villa, which brings us to a total of two vacancies to be filled. Angie presented a plan to fill the vacancies and encouraged the Committee to make recommendations.

Angie Hibbard formally introduced Maxie Hunter, the newest member of the Winter Haven CRA Board, who was in attendance at the CRA Florence Villa Advisory Committee meeting.

4. Reports/Presentations

a. Updates on Projects/ Grants

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.

Angie Hibbard presented updates on the following projects:

- Florence Villa Land Acquisition
  Angie Hibbard provided an overview of the CRA's initial efforts to acquire properties on 1st Street in the Florence Villa area for forthcoming projects designed to address the specific needs and requests of the community.

- 2024/2025 Grant Updates
  Angie Hibbard shared the updates on the FY 2024 grants. Chairman Halman questioned if there was a time period for the applicants to complete their grant applications. Discussion ensued.

  Samise Lee provided updates on the 2025 grants. Chairman Halman inquired about the challenges we were facing in obtaining specific information from the applicants. Discussion ensued.

5. Action Item

a. Developer's Agreement – Hakim Rasheed (Avenue P NE Duplex Project)
Eric Labbe introduced Hakim Rasheed and stated that the applicant submitted an application for development incentives for a duplex he is constructing located at 207 Avenue P NE. The proposed Redevelopment Grant Agreement provides for reimbursement of water and wastewater connection fees associated with constructed units, up to a maximum of $12,646.74 and if approved will be paid as a reimbursement from the Development Incentives line of the Florence Villa CRA Budget.

Staff recommended the Florence Villa Advisory Committee recommend approval of the Redevelopment Grant Agreement with Hakeem Rasheed to the CRA Board.

Eric Labbe opened the floor for questions concerning the project. Committee Member Hilliard questioned if there will be any opportunity for future support for Mr. Rasheed as a developer. Discussion ensued.

Committee Member Hilliard motioned for approval of the Redevelopment Grant Agreement with Hakeem Rasheed to the CRA Board. Seconded by Committee Member Baker. **Motion carried by unanimous vote (8-0).**

b. Grant Applications

i. Residential Improvement - None
ii. Commercial Façade – None

c. Appointment of Chair and Vice Chair

Angie Hibbard summarized that according to Section 4 (Officers) of the CRA By-Laws it is time for appointment of a Chair and Vice Chair.

Staff recommended the Florence Villa Advisory Committee appoint Chairman and Vice Chairman for FY 2024-25.

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Committee Member Hilliard moved that the current chairpersons, Joe Halman and Kamesha Williams, be reappointed to their respective positions for the upcoming year 2024-2025. Seconded by Committee Member Baker. **Motion carried by unanimous vote (8-0).**

d. 2025 Meeting Schedule

Angie Hibbard highlighted that According to Section 6 (Meetings) of the CRA By-Laws it is time to set the schedule for the coming year. Ms. Hibbard presented the proposed 2025 meeting schedule.

Staff recommended the Florence Villa Advisory Committee recommend approval of the 2025 Meeting Schedule to the CRA Board.

Ms. Angie Hibbard inquired whether the Committee desired to retain the practice of holding quarterly meetings and to continue scheduling them at 5:30 p.m. Discussion ensued.

Committee Members presented a two-part motion to consider the proposed schedule and time for future committee meetings. Committee Member Baker made a motion to have quarterly meetings held on the dates proposed. Seconded by Committee Member Kendra Williams. **Motion carried by unanimous vote (8-0).**

Committee Member Hilliard moved to keep the meeting start time slated at 5:30 p.m. Seconded by Committee Member Leonard. **Motion carried by unanimous vote (8-0).**

6. Discussion Items

a. New Program – Florence Villa New Construction Missing Middle Rental Incentive

Eric Labbe presented a new program that staff has been working with the City Management and City Attorney's office to construct that would be specific to the Florence Villa CRA district. As of now, the program is being called "The Missing Middle Rental Incentive Program." This project aligns with the CRA Plan Goal: 2 – To improve housing conditions and increase affordable housing stock and Objective 2.2 – To continue infill housing development projects. The idea of this program is to encourage duplexes, triplexes, attached townhomes, and small apartment complexes, 15 units or less, with things that are generally referred to as the missing middle. These smaller-scale rental projects are designed to promote both the affordability and availability of rental housing within specific geographic areas. The CRA aims to establish an incentive program to support developers in undertaking these projects while keeping their scale manageable. This initiative also provides greater opportunities for local property owners and developers to participate, as opposed to large national companies typically involved in larger-scale projects. The program would operate as follows: Upon issuance of a Certificate of Occupancy or Certificate of Completion toward the conclusion of the project, and after an inspection confirming that the structure is habitable, the CRA will reimburse the developer 10% of the construction cost, up to a maximum of $75,000. An application process will be developed for the program, with approval required prior to the commencement of construction. This process will assist in budgeting and ensure that applications are managed efficiently, preventing the depletion of available funds. The

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program will be administered on a first-come, first-served basis for the distribution of funds, with annual budgeting to ensure its continuation as an ongoing initiative. Applicants are required to submit an application for approval, allowing them to be placed in the queue. However, unlike our tax increment financing (TIF) rebates, tax rebate programs, and other approved programs within both CRA districts, which require applicants to demonstrate a specific need, this program functions as an incentive for the development of these units by right.

In this instance, once an application is submitted and approved, the applicant is not required to present a detailed pro forma or demonstrate a development need. Instead, they must commence construction within six months of approval. This approach aims to streamline the approval and development process.

Staff recommended that the Florence Villa Advisory Committee direct staff to develop an application and application process. Additionally, staff should collaborate with the finance department to identify excess funds or unbudgeted funds within the Florence Villa CRA district and apply those funds to a designated line item to support this program. A proposal should then be presented to the CRA Board at their December meeting.

Eric Labbe then opened the floor for questions. Committee Member Baker interjected to clarify whether he understood Eric's statement correctly, specifically regarding the program's focus on addressing the development needs within a particular area, and to inquire if this should be a point of concern. Discussions ensued with various questions asked and answered.

Committee Member Hilliard moved for endorsement of the new program New Construction Missing Middle Rental Incentive. Seconded by Committee Member Baker. **Motion carried by unanimous vote (8-0).**

7. Other Business

a. Comments from the Committee

Committee Member Hilliard followed up on behalf of the previous applicants to address their applications for the vacancies on the Florence Villa Advisory Committee. Discussion ensued.

b. Comments from Staff

i. Eric Labbe concluded the staff remarks by presenting a new small business support training platform, to be funded using excess funds totaling $10,000 from the CRA Florence Villa contribution, with an additional $20,000 allocated to seed the grant program with a $5,000 grant for completion of the program totaling four (4) grants.

Staff recommended implementing and presenting this program to the CRA Board for both Florence Villa and Downtown CRA's contribution in the December meeting.

Chairman Halman inquired whether this program was intended solely for existing businesses. Discussion followed, during which various questions were raised and addressed.

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Committee Member Hilliard moved the Retail Strategies Consulting Proposal being endorsed by the Florence Villa Advisory Committee using excess funds totaling $10,000 from the CRA Florence Villa contribution, with an additional $20,000 allocated to seed the grant program with a $5,000 grant for completion of the program totaling four (4) grants to be presented to the CRA Board in their December meeting. Seconded by Committee Member Kendra Williams. **Motion carried by unanimous vote (8-0).**

Committee Member Smothers inquired about the methods of communication to promote the retail business strategies program. Discussion followed.

ii. Next Regular Meeting Date – January 6, 2025

c. Comments from the Public – None

8. Adjournment

Committee Member Leonard moved for the meeting to be adjourned. Seconded by Committee Member Baker.

Meeting adjourned at 6:20 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

Joe Halman
Committee Chair

ATTEST:

Angela Hibbard
CRA Manager

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

November 4, 2024

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

DRAFT

1. **Call to Order**

   Chairman Sammons called the meeting to order at 4:30 PM

2. **Roll Call**

   Committee Members Present: Chairman Bob Sammons; Christopher Collany; Cyndi Threlkeld; Rick Renardson; Steve Kalogridis; Jessie Skubna; Vice Chair Julie Sands; Panogiotis Iakovidis; and Chris Sexson

   Committee Members Absent: Dave Dershimer

   Samise Lee confirmed a quorum.

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

3. **Approval of Minutes**

   Committee Member Iakovidis made a motion for approval of the July 15, 2024 regular meeting minutes. Seconded by Committee Member Skubna. **Motion carried by unanimous vote (9-0).**

4. **Presentations**

   a. Projects Updates/Grants

      Angie Hibbard presented updates on the following projects:

      - Parking Garage Maintenance
      - Lake Silver Pavilion Repurposing
      - Micro Transit System
      - Introduction of Officer Garrett and the Strategic Response Team

      FY 2024/2025 Grant Updates

      Angie Hibbard shared the updates on the 2024 grants. Samise provided updates for the FY 25 grants.

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5. Action Items

a. 2nd Amendment to Developer's Agreement 1150 WHG, LLC (The Jade)

Eric Labbe outlined that the Winter Haven Community Redevelopment Agency (CRA) and the City of Winter Haven (City) entered into a Developer's Agreement dated November 14, 2022 with 1150 WHG LLC (Developer) providing for tax increment financing rebates not to exceed $10,000 per multi-family unit for up to 211 units. The Developer subsequently incurred significant, substantial, and unanticipated development costs concurrent with the construction of Phase 1, requiring and additional investment of approximately $4.6 million, reducing projected profitability by 50%, significantly altering the project pro-forma, and jeopardizing the completion of the project. On June 10, 2024 the Winter Haven Community Redevelopment Agency approved a First Amendment to Developer's Agreement allowing for a maximum of $385,396.60 to be reimbursed to 1150 WHG LLC for water and waste water connection fees paid for new units rehabbed and made available for occupancy. In order to further off-set the unanticipated $4.6 million investment, the developer has altered phase 2 of the project to increase the unit count from 211 to 238, an addition of 27 units. Eric Labbe stated that there is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself.

Staff recommended the Downtown CRA Advisory Committee forward the 2nd Amendment to Developer's Agreement to the CRA Board with a recommendation of approval.

Vice Chair Sands questioned if the developers were constructing to add to the back of the building. Discussion ensued.

Committee Member Ilakovidis moved for the 2nd Amendment to Developer's Agreement to be forwarded to the CRA Board for a recommendation of approval. Seconded by Vice Chair Sands. **Motion carried by unanimous vote (9-0).**

b. Developer's Agreement – The Hamilton on Central

Eric Labbe presented The Hamilton on Central outlining that pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370. Attainable Lifestyle Winter Haven, LLC has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Housing Investment Program, for an infill project known as The Hamilton on Central. The TIF rebate is paid annually from the tax increment generated from the project for a defined period of time. The applicant has requested, and provided documentation to support, the reimbursement option of 80% of the project's generated tax increment for the first 5 years and 70% of the project's tax increment for the following 10 years. The applicant has also requested reimbursement of projected water and wastewater connection fees. The Hamilton on Central is a proposed 7 story, attainable housing rental apartment building that will

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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.

consist of 81 studio and loft units, ranging from 400 to 731 square feet. The units will be fully furnished. Water, electric, and WiFi are included in the rent. Amenities will include a pool area with a clubroom and resident storage areas. This project will also include 1,273 square feet of retail on the first floor facing Central Avenue. Total project cost is projected at approximately $20.48 Million and will be financed using approximately 30% private equity and 70% construction loans. Eric stated that there is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself. Reimbursement of water & sewer impact fees will be budgeted to be paid from the Economic Development line item of the Downtown CRA budget.

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 the applicant, former Mayor of St. Petersburg, Rick Baker, to further elaborate and respond to any inquiries regarding the project, *The Hamilton on Central*. Mr. Baker presented additional details about the project and subsequently invited the developer, Dev Pathik, to the podium to address questions from the quorum.

Discussion ensued about the parking garage and access to and reserving parking spaces with Members Skubna and Renardson expressing concern about retail businesses having accessible parking. Additional various questions were asked and answered.

Committee Member Sexson motioned for the Developer's Agreement to be forwarded to the CRA Board with a recommendation of approval. Seconded by Vice Chair Sands. **Motion carried by unanimous vote (5-2).** *Chris Collany and Steve Kalogridis Abstained from voting due to a conflict of interest.*

c. <u>Developer's Agreement – Derrick McWaters Townhome Project</u>

Eric Labbe summarized that Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370. Derrick McWaters has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Housing Investment Program, for a 13-unit multi-family residential infill redevelopment project. The TIF rebate is paid annually from the tax increment generated from the project. The applicant has requested, and provided documentation to support, the reimbursement option of $10,000 maximum rebate per unit. Total project cost is projected at approximately $2,880,000 and will be financed using approximately 20% private equity and 80% construction loans. There is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself.

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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.

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.

Mr. Eric Labbe formally opened the floor to questions for himself and the developer in attendance, Mr. Derrick McWaters.

Committee Member Skubna questioned what was considered affordable as far as price number. Discussion ensued.

Committee Member Skubna moved for the Developer's Agreement to be forwarded to the CRA Board with recommendation of approval. Seconded by Committee Member Collany. **Motion carried by unanimous vote (9-0).**

d. Residential Improvement Grants
   i. None
e. Commercial Façade Grants
   ii. <u>100 3rd St SW / Jensen's Corner Bar</u>

Samise Lee highlighted that 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. Jensen & Scubna Inc. has submitted an application for replacement of exterior windows and the storefront doors, framing, stucco, and exterior repaint around replacement areas for Jensen's Corner Bar located at 100 3rd Street SW. The estimates for the work range from $11,877 to $51,096. The FY 2024-25 Downtown CRA Budget has sufficient funds remaining for the amount of this grant.

Staff recommended approval of the Commercial Façade Grant for the replacement of windows and front door, including framing, stucco and painting around the areas as stated above for the property located at 100 3rd Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant maximum of $10,000.

Vice Chair Sands motioned for approval of the Commercial Façade Grant for 100 3rd St SW – Jensen's Corner Bar. Seconded by Committee Member Kalogridis. **Motion Carried by unanimous vote (8-0).** *Committee member Skubna abstained from voting due to a conflict of interest.*

   iii. <u>132 Avenue B SW / Nutwood</u>

Samise Lee summarized that 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. Steven Rojas, owner of both the business (Nutwood) and the property located at 132 Avenue B SW, has

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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.

submitted an application to add an awning to the existing pergola on the front patio of Nutwood. The estimates for the work range from $15,500 to $19,182

Staff recommended approval of the Commercial Façade Grant for an awning as stated above for the property located at 132 Avenue B SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant maximum of $10,000.

Committee Member Sexton moved for approval of the Commercial Façade Grant for 132 Avenue B SW – Nutwood. Seconded by Committee Member Kalogridis. **Motion carried by unanimous vote (9-0).**

iv. 220 7th St SW / Scott L. Kline Living Trust

Samise Lee outlined that 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. Scott Kline has submitted an application for the replacement of eleven (11) windows and two exterior doors for Scott L. Kline Living Trust located at 220 7th Street SW. The estimates for the work range from $9,990 to $17,901.

Staff recommended approval of the Commercial Façade Grant for replacement of windows and doors as stated above for the property located at 220 7th Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant maximum of $10,000.

Committee Member Renardson moved for approval of the Commercial Façade Grant for 220 7th St SW – Scott L. Kline Living Trust. Seconded by Committee Member Sexton. **Motion carried by unanimous vote (9-0).**

v. 834 6th St NW / Friendly Laundry

Samise Lee highlighted that 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. Deepak Kumar has submitted an application for the installation of an exterior automatic door, exterior repainting, signage and exterior lights replacements to Friendly Laundry, a laundromat located at 834 6th Street NW. The estimates for the work range from $10,967.50 to $12,228.25.

Staff recommended approval of the Commercial Façade Grant for the automatic front door, exterior painting, signage and lighting replacement as stated above for the property located at 834 6th Street NW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant maximum of $10,000.

Committee Member Collany motioned for the approval of the Commercial Façade Grant for 834 6th St NW - Friendly Laundry. Seconded by Vice Chair Sands. **Motion carried by unanimous vote (9-0).**

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vi. 1605 1st Street S / Past Time Lounge

Samise Lee summarized that 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. Cynthia Lee Shaw has submitted an application for signage upgrades including a freestanding sign and two marquee signs for Past Time Lounge located at 1605 1st Street South. The estimates for the work range from $8,025 to $18,591.25.

Staff recommended approval of the Commercial Façade Grant for signs as state above for the property located at 1605 1st Street South (Past Time Lounge) in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant maximum of $10,000.

Vice Chair Sands motioned for approval of the Commercial Façade Grant for 1605 1st St South – Past Time Lounge. Seconded by Committee Member llakovidis. **Motion carried by unanimous vote (9-0).**

f. Appointment of Chair and Vice Chair

Angie Hibbard summarized that according to Section 4 (Officers) of the CRA By-Laws it is time for appointment of a Chair and Vice Chair.

Staff recommended the Downtown Advisory Committee appoint a Chairman and Vice Chairman for the FY 2024-25.

Chairman Sammons moved for Julie Sands to be nominated for Chair. Seconded by Committee Member Skubna. **Motion carried by unanimous vote (9-0).**

Committee Member Skubna moved for Bob Sammons to be nominated for Vice Chair. Seconded by Committee Member llakovidis. **Motion carried by unanimous vote (9-0).**

g. 2025 Meeting Schedule

Angie Hibbard highlighted that According to Section 6 (Meetings) of the CRA By-Laws it is time to set the schedule for the coming year. Ms. Hibbard presented the proposed 2025 meeting schedule.

Staff recommended the Downtown Advisory Committee recommend approval of the 2025 Meeting Schedule to the CRA Board.

Various questions were posed and addressed concerning the proposed schedule for the FY 2024-25.

Committee Member Kalogridis motioned for the recommended approval of the 2025 Meeting Schedule to the CRA Board. Seconded by Committee Member llakovidis. **Motion carried by unanimous vote (9-0).**

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h. Retail Strategies Program and Grant Opportunity

Eric Labbe presented that the City staff, including the City Manager's office, has engaged Retail Strategies to explore a program they offer called Small Business Support. The program consists of a series of "learning paths" that have short videos to assist or train local business owners on a variety of topics, designed to help their business grow and be as successful as possible. There are currently five themed learning paths with multiple modules and videos that are around 5 – 30 minutes each in length. These videos and resources are accessed by participants through an online portal. Staff would have the ability to track individual progress and overall participation in the program. There are currently thirty (30) training courses within the five learning paths. A participant may complete the training at their own pace. The City's subscription to Retail Strategies Small Business Support program would facilitate community wide access to the learning platform app, the engagement toolkit, Certificates of Completion and badges for learner incentives, on demand reporting, and customer support. The cost of the program for the City is $45,000 annually. In an effort equitably fund participation in the program based upon anticipated community use, staff proposes to fund participation as follows:

- Florence Villa CRA - $10,000
- Downtown CRA - $17,500
- City's General Fund - $17,500

Additionally, a new CRA reimbursement grant program is envisioned to go hand in hand with the Small Business Support program by providing up to $5,000 reimbursement for specific business needs that are related to the various learning paths. The initial concept is that a business would complete at least two of the paths to be eligible for the reimbursement grant. It is anticipated that $40,000 would be sufficient funding to begin the grant program for the first fiscal year. The Florence Villa CRA Advisory Committee, at their meeting on October 21, 2024, recommended to the CRA Board that the Board approve using excess funds to support the purchase of this program in the amount of $10,000 and allocate $20,000 to fund the associated CRA grant program. The total cost to the Downtown CRA to purchase the program and fund the associated grant program is a maximum of $57,500. The FY 2024-25 Downtown CRA Budget has sufficient undesignated funds from FY 2024 for the Downtown contribution toward the agreement and to fund the new grant program.

Staff recommended the Downtown CRA Advisory Committee recommend approval to the CRA Board to utilize excess funds to contribute $17,500 to purchase the Small Business Support program platform from Retail Strategies and fund an associated CRA reimbursement grant program in the amount of $40,000. A copy of the Small Business Support Retail Strategies Program and Downtown CRA Goal 1 and Objectives was attached.

City Manager, T. Michael Starves, offered additional details regarding the project following the opening of the floor to the quorum for questions. Discussions ensued.

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Committee Member Skubna motion for recommendation of approval to the CRA Board to utilize excess funds to contribute $17,500 to purchase Small Business Support program platform from Retail Strategies and fund an associated CRA reimbursement grant program in the amount of $40,000. Seconded by Committee Member Collany **Motion carried by unanimous vote (9-0).**

6. Other Business

a. Comments from the Committee

Committee Member Skubna asked about having lights at the skate park. Discussions ensued.

b. Comments from the Staff

i. Next Regular Meeting Date – February 3, 2025

c. Comments from the Public - None

7. Adjournment

Meeting adjourned at 6:05 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

Robert Sammons
Downtown CRA Advisory Committee Chair

ATTEST:

Angela Hibbard
CRA Manager

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