WINTER HAVEN
THE CHAIN OF LAKES CITY

COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD

DATE: Monday, June 9, 2025, 5:00 p.m.

LOCATION: John Fuller Auditorium

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1. Call to Order

2. Roll Call

3. Approval of Minutes

3.A March 10, 2025 – Regular Meeting

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

CRA Board - March 10, 2025 Meeting Minutes - DRAFT

3.B April 28, 2025 – Special Meeting

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

CRA Board - April 28, 2025 Special Meeting Minutes - DRAFT

4. Presentations

4.A Wayfinding Signage Master Plan

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

4.B CRA Audit of Financial Statements

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

5. Action Items

5.A Memorandum of Understanding - EnviroBuild

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

Summary -EnviroBuild, LLC MOU
Memorandum of Understanding - EnviroBuild, LLC

5.B Acceptance and Assignment of Development Agreement - 750 Ave C SW, LLC

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

Summary - Assignment of Development Agreement - 750 Ave C SW, LLC Apartments
750 Ave C SW - Assignment of Development Agreement

5.C **Acceptance and Acknowledgement of Assignment of Redevelopment Agreement - Ave F SW, LLC**

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

Summary - Assignment of Development Agreement - Ave F SW, LLC Apartments
Ave F SW Assignment of Redevelopment Grant Agreement

5.D **Demolition Budget Reallocation**

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

Summary - Demolition Program Funding
Demolition Program Funding - Downtown CRA

5.E **Resolution - R-CRA-25-01 - Florence Villa Small Business Development Assistance Program**

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

Summary - Resolution R-CRA-25-01 Florence Villa Small Business Development Assistance Program
Resolution R-CRA-25-01 Florence Villa Small Business Development Assistance Program

5.F **Resolution - R-CRA-25-02 - Small Business Support Reimbursement Grant Program**

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

Summary -Resolution R-CRA-25-02 Retail Strat Grant
Resolution R-CRA-25-02 Small Business Support Reimbursement Grant Program
Grant Program Budget

5.G **Developer's Agreement - Grand Central Cooperative, LLC**

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

Summary - Developer's Agreement - Grand Central Cooperative, LLC
Developer's Agreement - Grand Central Cooperative, LLC
Grand Central Cooperative Incentive Application

6. Discussion Item

6.A **Capital Projects Priority List**

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

Capital Projects Suggestions and Priorities

7. Advisory Committee Minutes (informational only)

7.A **Florence Villa Advisory Committee Meeting:**
April 7, 2025*Draft*

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

April 7, 2025 FV CRA Regular Meeting Minutes - DRAFT

7.B **Downtown Advisory Committee Meeting:**
May 5, 2025*Draft*
May 28, 2025 (Special Meeting) *Draft*

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

May 5, 2025 Downtown CRA Regular Meeting Minutes - DRAFT
May 28, 2025 Downtown CRA Special Meeting Minutes - DRAFT

8. Other Business

8.A

a. Comments from the Board

b. Comments from the Staff

i. Next Regular Meeting Date – August 11, 2025

c. Comments from the Public

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

9. 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

March 10, 2025

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

1. **Call to Order**

   Chairman Yates called the meeting to order at 5:00 PM

2. **Roll Call**

   Board Members Present: Brian Yates (Chairman); Nathaniel "Nat" Birdsong, Jr.; Bradley "Brad" Dantzler; James Threlkel; Clifton Dollison; and Maxie Hunter

   Board Members Absent: Tracy Mercer (Vice Chair)

   Samise Lee confirmed a quorum.

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

3. **Approval of Minutes**

   Board Member Threlkel made a motion for approval of the December 4, 2024 regular meeting minutes. **Motion carried (7-0).**

4. **Action Items**

   a) **Appointment of Florence Villa CRA Advisory Committee Member**

   Angie Hibbard shared that 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 9 was vacated on September 30, 2024 when JaQuis McCullough decided not to request reappointment for the seat. Staff then advertised the vacancy.

   Staff received an application from one individual interested in serving on the Florence Villa CRA Advisory Committee. An applicant, Mr. David Wilson IV, is a life-long resident of Winter Haven and an attorney with an office on 1st Street in Florence Villa.

   Staff recommended that the CRA Board appoint Mr. David Wilson, IV to the Florence Villa Advisory Committee for the term from October 1, 2024 – September 30, 2026. A copy of the appointment application was attached.

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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 863-291-5600, 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.

Board Member Birdsong, Jr. moved for the appointment of Mr. David Wilson, IV to the Florence Villa *Advisory Committee for the term from October 1, 2024 – September 30, 2026.* **Motion carried (7-0)**.

b) Developer's Agreement – The Carl Winter Haven, LLC

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

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

Total project cost is projected at approximately $26.74 Million and will be financed using approximately 35% private equity and 65% construction loans.

The Downtown CRA Advisory Committee at their regular meeting held on February 3, 2025, unanimously recommended approval of the Developer's Agreement to the CRA Board. Staff recommended the CRA Board's approval of the proposed Developer's Agreement – The Carl Winter Haven, LLC. A copy of the Developer's Agreement was attached.

Eric Labbe opened the floor to questions for himself and the developers in attendance. Board Member Dantzler questioned if parking was going to be completely onsite and if there were workforce housing provisions being made for city employees to be able to afford to reside in the new development. Discussions ensued.

Board Member Birdsong, Jr., motioned for approval of the Developer's Agreement – The Carl Winter Haven, LLC. **Motion carried (7-0).**

c) Haven Place – Grant Appeal

Samise Lee shared that Melinda Kalogridis submitted an application for a Commercial Façade Grant on the behalf of Haven Place Homeowner's Association Inc. for minor landscaping, signage, stucco, and an exterior repaint to The Haven Place Condo Association and common property. The estimates for the work ranges from $10,400.00 to $19,568.00.

The Downtown CRA Advisory Committee at their February 3, 2025 regular meeting denied the Commercial Façade Grant request by a vote of 2-3 with one member abstaining.

The applicant, Melinda Kalogridis on the behalf of the Haven Place Homeowner's Association requested for the application to brought forth before the Board in an effort to appeal the decision of the CRA Downtown Advisory Committee.

Staff recommended approval of the Commercial Façade Grant for minor landscaping, signage, stucco, and an exterior repaint to The Haven Place Condo Association and common property

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in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000.

Samise Lee opened the floor to questions. Chairman Yates wanted a clear understanding of why the grant was denied on the initial reading amongst the CRA Downtown Advisory Committee. Discussions ensued.

Board Member Birdsong, Jr. moved for approval of the Commercial Façade Grant for The Haven Place Condo Association and common property in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000. **Motion carried (7-0).**

5. Advisory Committee Minutes (informational only)

a) Florence Villa Advisory Committee Meeting:

i. January 6, 2025 *Draft*

b) Downtown Advisory Committee Meeting:

i. February 3, 2025 *Draft*

6. Other Business

a) Comments from the Board

Chairman Yates requested updates and information on the following: Florence Villa CRA structures for bus stops; having an upfront cash TIF rebate specifically for small businesses within the Florence Villa, CRA; and, the establishment of the first community development financial institution (CDFI) under the Heart for Winter Haven.
Discussions ensued with various questions asked and answered.

b) Comments from the Staff

i. Next Regular Meeting Date – June 9, 2025

c) Comments from the Public

7. Adjournment

Meeting adjourned at 5:43 PM

WINTER HAVEN CRA BOARD **ATTEST:**

Brian Yates
CRA Board Chair

Angie Hibbard
CRA Manager

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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.

City of Winter Haven
Economic Opportunity & Community Investment

CITY OF WINTER HAVEN
Community Redevelopment Agency – Board Meeting
SPECIAL MEETING MINUTES
April 28, 2025

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

1. **Call to Order**

Chairman Yates called the meeting to order at 5:28 PM

2. **Roll Call**

Board Members Present: Brian Yates (Chairman); Nathaniel "Nat" Birdsong, Jr.; Bradley "Brad" Dantzler; James Threlkel; Clifton Dollison; and Maxie Hunter

Board Members Absent: Tracy Mercer (Vice Chair)

Samise Lee confirmed a quorum.

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

3. **Action Item**

a) **Downtown Parking Garage Maintenance**

Angie Hibbard presented that the City of Winter Haven, owns, operates and maintains the Parking Garage located in the Downtown CRA located at 220 Avenue A NW. The structure was designed and built as a project of the Downtown CRA in 2012 and since that time has been maintained by the CRA. Regular annual maintenance and inspections have been performed over the last 10+ years.

Under RFQ-20-01 the City contracted with Kimley-Horn and Associates, Inc to inspect the Downtown Parking Garage during FY 2024. The inspection was completed by an engineer specializing in parking garage maintenance and construction, and a subsequent list of maintenance repairs was developed in a phased approach. Staff has been working with Whitehead Construction, the original contractor for the construction of the parking garage, under the City's General Contactor agreement ITB-23-48 to review the details of the inspection report and for the initial phase of maintenance repairs provided by Kimley-Horn and Associates, Inc.

During conversations with Whitehead Construction and Kimley-Horn it was recommended to complete Phase 1 & 2 maintenance repairs at the same time in order to avoid duplication of

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work in some areas. Additional phases are mostly more cosmetic in nature and will be planned for future budget years.

Staff recommended that the CRA Board approve the proposal from Whitehead Construction for the maintenance repair work for the downtown parking garage and authorize the City Manager, or his designee, to take any other actions necessary thereto. A copy of the Proposal from Whitehead Construction was attached.

Angie Hibbard opened the floor for questions. Board Member Dantzler questioned if there were going to be any cosmetic changes to the parking garage. Discussions ensued with various questions asked and answered.

Board Member Birdsong motioned for approval of the Downtown Parking Garage Maintenance Repairs. **Motion carried by unanimous vote (6-0).**

4. <u>Adjournment</u>

Meeting adjourned at 5:41 PM

WINTER HAVEN CRA BOARD **ATTEST:**

Brian Yates
CRA Board Chair

Angie Hibbard
CRA Manager

DRAFT

DATE: June 2, 2025

TO: CRA Board Members

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

FROM: Samise Lee, Community Redevelopment Agency Coordinator

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

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BACKGROUND

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

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

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

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

FINANCIAL IMPACT

There is no direct financial impact.

CRA PLAN ALIGNMENT

Florence Villa Plan

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

Downtown

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

STRATEGIC PLAN ALIGNMENT

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

ADVISORY COMMITTEE RECOMMENDATION

The Florence Villa CRA Advisory Committee, at their April 7, 2025 regular meeting, unanimously recommended approval of the Developer's Agreement to the CRA Board.

The Downtown CRA Advisory Committee, at their May 5, 2025 regular meeting, unanimously recommended approval of the Developer's Agreement to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve the MOU with EnviroBuild, LLC.

ATTACHMENTS

- Memorandum of Understanding

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

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

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

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

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

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

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

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

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

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

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

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

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

Winter Haven Community
Redevelopment Agency

By:
_____

Date: _____

EnviroBuild LLC,
a Florida Limited Liability Company

By:
_____
Authorized Signatory
Date: _____

DATE: May 23, 2025

TO: 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: Acceptance and Acknowledgement of Assignment of Development Agreement

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BACKGROUND

On May 13, 2019, 750 Ave C SW, LLC, a Florida limited liability company (“Ave C SW”), entered into that certain Development Agreement (the "Development Agreement") with the City and CRA. On or about April 16, 2024, the property was sold to BNL Champs, LLC.

Section 7.9 of the Development Agreement provides that neither party may assign the Development Agreement without the express written consent of the other party and approved by the CRA Board and the governing body of the City. In this case, 750 Ave C SW, LLC, the original grantee and property owner, has requested the City and CRA Accept and Acknowledge the Assignment of the Development Agreement to BNL Champs, LLC, the new property owner. All terms and obligations pursuant to the Development Agreement remain in full effect.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the CRA Board accept and acknowledge the Assignment of Development Agreement between 750 Ave C SW, LLC and BNL Champs, LLC and authorize the Chairman to execute same.

ATTACHMENT

- Assignment of Development Agreement

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "**Assignment**") is executed as of 9 day of April, 2025 (the "**Effective Date**"), by and between **750 AVE C SW, LLC**, a Florida limited liability company ("**Assignor**"), in favor of **BNL CHAMPS LLC**, a Florida limited liability company ("**Assignee**"), and accepted and acknowledged by **THE CITY OF WINTER HAVEN**, a Florida municipal corporation ("**City**"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY**, a public body created pursuant to Chapter 163, Florida Statutes ("**CRA**").

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and permitted assigns (i.e., as and to the extent permitted in accordance with Section 7.9 of the Development Agreement, as hereinafter defined), without recourse or warranty of any kind, express or implied, all of its interests in and to all of Assignor's estate, right, title, interest, claim and demand in and to that certain Development Agreement (the "**Development Agreement**") dated as of May 13, 2019, by 750 AVE C SW, LLC, a Florida limited liability company, in favor of Assignee, and accepted and acknowledged by City and CRA, intending hereby to convey all of the right, title and interest, legal or equitable, contingent, deferred or otherwise, of Assignor in and to the Development Agreement, together with all rights, powers, privileges, options and other benefits of Assignor thereunder, including, without limitation, the right of Assignor to enforce or terminate the Development Agreement, to perform any of Assignor's obligations thereunder (it being expressly understood and agreed that no such obligations shall exist unless and until Assignee expressly assumes the Development Agreement, to make or agree to all waivers, amendments, approvals, and agreements, to give and receive all notices and other instruments, and to take all action thereunder or in connection therewith.

The assignment of the Development Agreement is "**AS-IS, WHERE-IS**" and without representations or warranties of any type being given by Assignor, except that Assignor represents and warrants that (i) Assignor is the legal and equitable holder owner of the interest of "Assignor" under the Development Agreement, (ii) the interest of "Assignor" under the Development Agreement has not been previously pledged or assigned by Assignor, and (iii) Assignor has all requisite power and authority to assign the Development Agreement to Assignee.

NOTICE OF FINAL AGREEMENT. THIS ASSIGNMENT (INCLUSIVE OF THE CONSENT ATTACHED HERETO AS EXHIBIT A), TOGETHER WITH THE DEVELOPMENT AGREEMENT (I) CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER THEREOF; (II) SUPERSEDE ANY PRIOR AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER THEREOF; (III) CAN BE CHANGED ONLY BY A WRITING SIGNED BY ALL THEN-PARTIES TO SUCH AGREEMENTS; AND (IV) SHALL BIND AND BENEFIT EACH PARTY AND ITS SUCCESSORS AND PERMITTED ASSIGNS (I.E., AS AND TO THE EXTENT PERMITTED IN ACCORDANCE WITH SECTION 7.9 OF THE DEVELOPMENT AGREEMENT).

This instrument, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the substantive laws of the State of Florida.

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892fea

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

750 AVE C SW, LLC
a Florida limited liability company

By: SILVER PROPERTIES OF WH, LLC, a Florida limited liability company, as Manager

By: _____

Printed Name: Allan L. Casey

Title: Manager

Date: April 9, 2025

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892fea

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

BNL CHAMPS LLC
a Florida limited liability company

By: _____

Name: Nigel Bogaert

Title: Manger

By: _____

Name: Brian Macomber

Title: Mgr

By: _____

Name: Luciano Assuncao

Title: Mgr

Date: 04 / 09 / 2025

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892fea

The undersigned as of the Effective Date expressly consent to the foregoing assignment pursuant to the terms of the Consent attached hereto as Exhibit A:

CITY:

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

By: _____
Printed Name: Nathaniel J. Birdsong, Jr.
As its: Mayor
Date: _____

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892fea

The undersigned as of the Effective Date expressly consent to the foregoing assignment pursuant to the terms of the Consent attached hereto as Exhibit A:

CRA:

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,
a public body created pursuant to Chapter 163, Florida Statutes

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY

By: _____
Print Name: Brian Yates
As its: Chairman
Date: _____

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892tea

Exhibit A

CONSENT

City and CRA hereby (i) consent to the foregoing assignment described in this Assignment and recognize BNL CHAMPS LLC, a Florida limited liability company ("**BNL CHAMPS**"), as a permitted assign of 750 AVE C SW, LLC, (ii) ratify and affirm all of the terms, covenants, conditions and obligations of such parties in the Development Agreement, and (iii) acknowledge and agree that all references to the term "Assignee" shall hereafter be deemed to refer to BNL CHAMPS and BNL CHAMPS shall be entitled to all of the benefits and privileges under the Development Agreement. Notwithstanding the foregoing, City and CRA acknowledge and agree that BNL CHAMPS shall be recognized as a permitted assign of 750 AVE C SW, LLC as approved in writing by City and CRA (as and to the extent permitted in accordance with Section 7.9 of the Development Agreement, as herein or hereafter defined), it being understood and agreed that the foregoing shall not otherwise modify the provisions of Section 7.9 of the Development Agreement (which for the avoidance of doubt remain in full force and effect). To the extent that BNL CHAMPS makes an assignment it shall within thirty (30) calendar days of such an assignment provide the City and CRA with the name and title, address (both physical and mailing), and contact information. Provided further for the additional avoidance of doubt, nothing herein shall be construed as creating any obligations and/or responsibilities by the City and/or CRA with respect to any Loan Documents.

City and CRA hereby represent and certify to BNL CHAMPS, as of the date hereof, that (a) this Consent has been duly authorized, executed and delivered by City and CRA, (b) the provisions of the Development Agreement dated May 13, 2019 among 750 AVE C SW, LLC, a Florida limited liability company ("**750 AVE C SW, LLC**"), City and CRA, has not been further amended, modified, supplemented or assigned, and the Development Agreement is in full force and effect, and (c) City, CRA and 750 AVE C SW, LLC are each in full compliance with the terms, covenants, conditions and requirements set forth in the Development Agreement and as of the date hereof there is no known violation of any provisions in the Development Agreement, and (d) neither City nor CRA have sent to Assignor any notice that Assignor is not in compliance with the terms, covenants, conditions and requirements set forth in the Development Agreement.

None of the foregoing assignment, this Consent nor any of the agreements set forth herein, shall constitute a novation of, or under, the Development Agreement. Except as otherwise expressly set forth herein, nothing contained herein shall constitute an amendment, modification or waiver of any of the terms or provisions of the Development Agreement (which Development Agreement shall otherwise remain in full force and effect and unchanged) or release or limit the liability of BNL CHAMPS or any other Person who may now be or may hereafter become liable, primarily or secondarily, under the Development Agreement.

For purposes of notices under the Assignment of Development Agreement, City and CRA acknowledge that the addresses for notices to BNL CHAMPS, as Assignee, are as follows:

If to BNL CHAMPS: BNL CHAMPS LLC, a Florida limited liability company
14808 Deaton Aly
Orlando, Florida 32827
Attention:

Doc ID: 6d5e50bc1b61b49fe08ed99c2cc3f08f53892fea

DATE: May 23, 2025

TO: 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: Acceptance and Acknowledgement of Assignment of Redevelopment Agreement

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BACKGROUND

On September 14, 2021, Ave F SW, LLC, a Florida limited liability company ("Ave F SW"), entered into that certain Redevelopment Agreement (the "Redevelopment Agreement") with the City and CRA. On or about December 18, 2024, the property was sold to Heart for Winter Haven Inc.

Section 7.9 of the Redevelopment Agreement provides that neither party may assign the Redevelopment Agreement without the express written consent of the other party and approved by the CRA Board. In this case, Ave F SW, LLC, the original grantee and property owner, has requested the CRA Accept and Acknowledge the Assignment of the Redevelopment Agreement to Heart for Winter Haven Inc., the new property owner. All terms and obligations pursuant to the Redevelopment Agreement remain in full effect.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the CRA Board accept and acknowledge the Assignment of Redevelopment Agreement between Ave F SW, LLC and Heart for Winter Haven Inc. and authorize the Chairman to execute same.

ATTACHMENT

- Assignment of Redevelopment Agreement

ASSIGNMENT OF REDEVELOPMENT GRANT AGREEMENT

THIS ASSIGNMENT OF REDEVELOPMENT GRANT AGREEMENT (this "**Assignment**") is executed by and between **AVE F SW, LLC**, a Florida limited liability company ("**Assignor**"), in favor of **HEART FOR WINTER HAVEN, INC.** a Florida Corporation ("**Assignee**"), and accepted and acknowledged by **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY**, a public body created pursuant to Chapter 163, Florida Statutes ("**CRA**").

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and permitted assigns (i.e., as and to the extent permitted in accordance with Section 7.9 of the **Redevelopment Grant Agreement**, as hereinafter defined), without recourse or warranty of any kind, express or implied, all of its interests in and to all of Assignor's estate, right, title, interest, claim and demand in and to that certain **Redevelopment Grant Agreement** (the "**Redevelopment Grant Agreement**") dated as of September 14, 2021, by **AVE F SW, LLC**, a Florida limited liability company, in favor of Assignee, and accepted and acknowledged by the **CRA**, intending hereby to convey all of the right, title and interest, legal or equitable, contingent, deferred or otherwise, of Assignor in and to the **Redevelopment Grant Agreement**, together with all rights, powers, privileges, options and other benefits of Assignor thereunder, including, without limitation, the right of Assignor to enforce or terminate the **Redevelopment Grant Agreement**, to perform any of Assignor's obligations thereunder (it being expressly understood and agreed that no such obligations shall exist unless and until Assignee expressly assumes the **Redevelopment Grant Agreement),** to make or agree to all waivers, amendments, approvals, and agreements, to give and receive all notices and other instruments, and to take all action thereunder or in connection therewith.

The assignment of the **Redevelopment Grant Agreement** is "**AS-IS, WHERE-IS**" and without representations or warranties of any type being given by Assignor, except that Assignor represents and warrants that (i) Assignor is the legal and equitable holder owner of the interest of "Assignor" under the **Redevelopment Grant Agreement**, (ii) the interest of "Assignor" under the **Redevelopment Grant Agreement** has not been previously pledged or assigned by Assignor, and (iii) Assignor has all requisite power and authority to assign the **Redevelopment Grant Agreement** to Assignee.

NOTICE OF FINAL AGREEMENT. THIS ASSIGNMENT (INCLUSIVE OF THE CONSENT ATTACHED HERETO AS EXHIBIT A), TOGETHER WITH THE **REDEVELOPMENT GRANT AGREEMENT** (I) CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER THEREOF; (II) SUPERSEDE ANY PRIOR AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER THEREOF; (III) CAN BE CHANGED ONLY BY A WRITING SIGNED BY ALL THEN-PARTIES TO SUCH AGREEMENTS; AND (IV) SHALL BIND AND BENEFIT EACH PARTY AND ITS SUCCESSORS AND PERMITTED ASSIGNS (I.E., AS AND TO THE EXTENT PERMITTED IN ACCORDANCE WITH SECTION 7.9 OF THE **REDEVELOPMENT GRANT AGREEMENT**).

This instrument, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the substantive laws of the State of Florida.

[Intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

AVE F SW, LLC
a Florida limited liability company

By: Stephen Kalogridis

Printed Name: STEPHEN KALOGRIDIS
Title: Manager
Date: 05/30/2025 02:45 PM

By: Stephen Brooks

Printed Name: STEPHEN K BROOKS
Title: Manager
Date: 05/30/2025 05:42 PM

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

HEART FOR WINTER HAVEN, INC.
a Florida Corporation

By: _____

Printed Name: Brad Beatty

Title: Executive Dir.

Date: 6/2/25

The undersigned as of the Effective Date expressly consent to the foregoing assignment pursuant to the terms of the Consent attached hereto as Exhibit A:

CRA:

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,
a public body created pursuant to Chapter 163, Florida Statutes

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY

By: _____
Print Name: Brian Yates
As its: Chairman
Date: _____

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

Exhibit A

CONSENT

CRA hereby (i) consents to the foregoing assignment described in this Assignment and recognize **HEART FOR WINTER HAVEN, INC**. a Florida Corporation ("**HEART**"), as a permitted assign of **AVE F SW, LLC**, a Florida Limited Liability Company (**AVE F SW**) (ii) ratify and affirm all of the terms, covenants, conditions and obligations of such parties in the **Redevelopment Grant Agreement**, and (iii) acknowledge and agree that all references to the term "Assignee" shall hereafter be deemed to refer to **HEART** and **HEART** shall be entitled to all of the benefits and privileges under the **Redevelopment Grant Agreement**. Notwithstanding the foregoing, **CRA** acknowledges and agrees that **HEART** shall be recognized as a permitted assign of **AVE F SW** as approved in writing by **CRA** (as and to the extent permitted in accordance with Section 7.9 of the **Redevelopment Grant Agreement**, as herein or hereafter defined), it being understood and agreed that the foregoing shall not otherwise modify the provisions of Section 7.9 of the **Redevelopment Grant Agreement** (which for the avoidance of doubt remain in full force and effect). To the extent that **HEART** makes an assignment it shall within thirty (30) calendar days of such an assignment provide **CRA** with the name and title, address (both physical and mailing), and contact information. Provided further for the additional avoidance of doubt, nothing herein shall be construed as creating any obligations and/or responsibilities by **CRA** with respect to any Loan Documents.

CRA hereby represent and certify to **HEART**, as of the date hereof, that (a) this Consent has been duly authorized, executed and delivered by **CRA**, (b) the provisions of the **Redevelopment Grant Agreement** dated September 14, 2021 among **AVE F SW**, a Florida limited liability company and **CRA**, has not been further amended, modified, supplemented or assigned, and the **Redevelopment Grant Agreement** is in full force and effect, and (c) **CRA and AVE F SW** are each in full compliance with the terms, covenants, conditions and requirements set forth in the **Redevelopment Grant Agreement** and as of the date hereof there is no known violation of any provisions in the **Redevelopment Grant Agreement**, and (d) the **CRA** has sent to Assignor any notice that Assignor is not in compliance with the terms, covenants, conditions and requirements set forth in the **Redevelopment Grant Agreement**.

None of the foregoing assignment, this Consent nor any of the agreements set forth herein, shall constitute a novation of, or under, the **Redevelopment Grant Agreement**. Except as otherwise expressly set forth herein, nothing contained herein shall constitute an amendment, modification or waiver of any of the terms or provisions of the **Redevelopment Grant Agreement** (which **Redevelopment Grant Agreement** shall otherwise remain in full force and effect and unchanged) or release or limit the liability of **HEART** or any other Person who may now be or may hereafter become liable, primarily or secondarily, under the **Redevelopment Grant Agreement**.

For purposes of notices under this Assignment of Development Agreement, the CRA acknowledges that the address for notice to HEART, as Assignee, are as follows:

HEART FOR WINTER HAVEN, INC a Florida Corporation
1951 8th Street NW, Suite 100
Winter Haven, FL 33881

DATE: June 3, 2025

TO: CRA Board Members

VIA: Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Angie Hibbard, CRA Manager

SUBJECT: Approval of Reallocating Funds for Demolition Grant

BACKGROUND

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

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

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

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

FINANCIAL IMPACT

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

CRA PLAN ALIGNMENT

DOWNTOWN

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

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

STRATEGIC PLAN ALIGNMENT

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

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their May 5, 2025 regular meeting, unanimously recommended approval to reallocate up to $20,000 from line 8220 of the Downtown CRA Budget to be used for the demolition program to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve reallocate $20,000 from line 8220 (grant programs) to Demolitions.

ATTACHMENTS

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

Budget Performance Report

Fiscal Year to Date 06/03/25
Include Rollup Account and Rollup to Base & Detail

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **108 - CRA - Downtown Fund**										
EXPENSE										
Department **80 - Non-Departmental**										
Cost Center **957 - CRA - Downtown**										
8220	Facade/Sidewalk Cafe Furniture Grant Program	362,000.00	.00	362,000.00	.00	.00	68,544.01	293,455.99	19	136,155.99
Cost Center **957 - CRA - Downtown** Totals		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
Department **80 - Non-Departmental** Totals		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
EXPENSE TOTALS		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
Fund **108 - CRA - Downtown Fund** Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		362,000.00	.00	362,000.00	.00	.00	68,544.01	293,455.99	19%	136,155.99
Fund **108 - CRA - Downtown Fund** Totals		($362,000.00)	$0.00	($362,000.00)	$0.00	$0.00	($68,544.01)	($293,455.99)		($136,155.99)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		362,000.00	.00	362,000.00	.00	.00	68,544.01	293,455.99	19%	136,155.99
Grand Totals		($362,000.00)	$0.00	($362,000.00)	$0.00	$0.00	($68,544.01)	($293,455.99)		($136,155.99)

DATE: June 5, 2025

TO: CRA Board Members

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

SUBJECT: Resolution R-CRA-25-01

BACKGROUND

The Constituent Issues Basis for the Community Redevelopment Plan section of the Florence Villa CRA Plan identifies that the establishment/re-establishment of businesses in Florence Villa, and particularly along First Street North, was a key issue and priority. Pursuant to that constituent input the following goal and objective were established in the Florence Villa CRA plan.

Goal 1: Attract business and economic development opportunities

> Objective 6: Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.

In response to these issues, priorities, goals and objectives, staff has developed the Florence Villa Small Business Development Assistance Program. The purpose of the program is to facilitate the development and establishment of new small businesses, and associated jobs, within the Florence Villa Community Redevelopment Area by providing a reimbursement of 10% of construction cost of a project, up to $75,000 for eligible projects within the Florence Villa CRA and a reimbursement of 20% of the construction cost of a project, up to $150,000 for eligible projects that have frontage on First Street North.

Eligible projects include new construction or rehabilitation of existing structures to house new small businesses, defined as independently owned and operated, non-franchised, retail, restaurant, or service industry businesses.

- 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 applications 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 immediate 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 1:** Attract business and economic development opportunities
- **Objective 6** – Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.

ADVISORY COMMITTEE RECOMMENDATION

The Florence Villa CRA Advisory Committee, at their April 7, 2025 meeting, voted 8-1 to recommended approval of the Resolution R-CRA-25-01 to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve Resolution R-CRA-25-01 establishing the Florence Villa Small Business Development Assistance Program.

ATTACHMENTS

- Resolution R-CRA-25-01

RESOLUTION R-CRA-25-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF WINTER HAVEN, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ESTABLISHING THE "FLORENCE VILLA SMALL BUSINESS DEVELOPMENT ASSISTANCE" DEVELOPMENT INCENTIVE PROGRAM WITHIN THE FLORENCE VILLA COMMUNITY REDEVELOPMENT AREA IN ACCORDANCE WITH, AND RECOGNIZING AND ACKNOWLEDGING THE GOALS AND OBJECTIVES OF THE FLORENCE VILLA COMMUNITY REDEVELOPMENT PLAN; MAKING FINDINGS; PROVIDING PROCEDURES AND ADMINISTRATIVE DIRECTION REGARDING SAID DEVELOPMENT INCENTIVE PROGRAM; REPEALING CONFLICTING RESOLUTIONS AND AUTHORIZING THE ADMINISTRATIVE CORRECTION OF SCRIVENER'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 establishment of new small businesses; and

WHEREAS, consistent with the Florence Villa Community Redevelopment Plan, specifically Goal 1, which states, "Attract business and economic development opportunities", and Objective 6, which states, "Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street."; and

WHEREAS, First Street North was the traditional small business, economic center, for the historic Florence Villa area; and

WHEREAS, small businesses and structures were taken and demolished pursuant to the widening of First Street North; and

WHEREAS, the CRA and the community desire to continue efforts to re-establish First Street North as a business and economic center for the Florence Villa area; and

WHEREAS, the Florence Villa CRA Advisory Committee, established by the CRA, has reviewed and affirmatively endorsed and recommended approval for that certain development incentives/assistance program, which is 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/assistance program specified and detailed herein and;

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

WHEREAS, the CRA finds the development incentives/assistance program 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/assistance program is approved for use within the Florence Villa Community Redevelopment Area:

   <u>The Florence Villa Small Business Development Incentives/Assistance Program:</u>

   The purpose of this incentives/assistance program is to encourage and facilitate the development and establishment of new small businesses, and associated jobs, within the Florence Villa Community Redevelopment Area by providing the eligible developer or business owner, a potential reimbursement of 10% of the construction cost of a 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. Additionally, the development and establishment of new small businesses on parcels with frontage on First Street North, between Ave M NW and Martin Luther King Boulevard, may be eligible for a potential reimbursement of 20% of the construction cost of a project, up to $150,000, 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 structures to house a new small business, or businesses, are also eligible for funds under the incentive program approved herein so long as approved by CRA staff.

   The CRA will reimburse the eligible Developer of eligible projects upon the issuance of a Certificate of Occupancy, Certificate of Completion, or final inspection, whichever is applicable, for eligible improvements under the incentives/assistance program approved herein subject to verification and approval by CRA staff. The fee simple owner of the

property or a duly designated agent must make application on a application form provided by CRA staff and the application must be approved by the Florence Villa CRA Advisory Committee on a recommendation from CRA staff prior to the commencement of construction in order to be eligible for any funds under the incentives/assistance program approved herein. Funds for any eligible project under the incentives/assistance 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 incentives/assistance program approved herein year over year. The eligible applicant must cause the commencement of 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.

For the purpose of this incentives/assistance program a small business shall be an independently owned and operated, non-franchised, retail store, restaurant, or service industry business as determined eligible by CRA staff.

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 ___ day of _____, 2025.

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: June 3, 2025

TO: CRA Board Members

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

FROM: Angie Hibbard, CRA Manager

SUBJECT: Resolution R-CRA-25-02

BACKGROUND

In late 2024 both the Florence Villa CRA Advisory Committee and the Downtown CRA Advisory Committee discussed the Small Business Support program from Retail Strategies at their respective meetings. Included in both the Plans for each CRA District is a goal to attract new businesses and enhance existing businesses. Each Advisory Committee reviewed the program and the need to support businesses, with both voting to recommend to the CRA Board to fund a grant program to go along with the Small Business Support program.

Staff has reviewed the program and Resolution R-CRA-25-02 defines the reimbursement program. The purpose of the Small Business Support program is to strengthen new and existing businesses by offering multiple learning paths with videos and information on one online platform. Once a business owner with a business located in the Florence Villa or Downtown CRA districts completes at least two of the learning paths they may apply for the Small Business Support Reimbursement Grant Program.

New and existing businesses may be eligible for reimbursement of certain items purchased, include software systems, website creation, point of sale systems, security and life safety systems, improvement to aesthetics or "curb appeal", improvements for the display of merchandise or product, signage, and/or other tangible items related to a specific Retail Strategies learning path.

- Applicants must complete at least two learning paths on the City's Link to the Retail Strategies Portal, one of which must be the Omi-Channel Retail Strategies learning path.
- Applicants must make application and be approved by the CRA Staff in writing prior to ordering or purchasing item(s).
- Businesses must be located in a store front or office located within the Florence Villa Community Redevelopment Area or the Downtown Community Redevelopment Area.
- Reimbursement shall be equal to the purchase price of eligible items up to a maximum reimbursement of $5,000. Each business shall be eligible for one (1) reimbursement grant.

FINANCIAL IMPACT

The current Grant Program line item for both CRA Districts has sufficient funds for this grant. The recommendation from the Advisory Committee for Florence Villa is to designate $20,000 to fund the grant program. The recommendation from the Advisory Committee for Downtown is to designate $40,000 to fund the grant program.

FLORENCE VILLA CRA PLAN ALIGNMENT

- **Goal 1:** Attract business and economic development opportunities
- **Objective 6** – Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.

DOWNTOWN CRA PLAN ALIGNMENT

- **Goal 1:** Enhance Economic Development by Supporting Existing Businesses and Attracting New Investment to the Downtown District
- **Objective 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 meeting, unanimously recommended to fund a reimbursement grant program associated with the Small Business Support program platform from Retail Strategies to the CRA Board.

The Downtown CRA Advisory Committee, at their November 4, 2024 meeting, unanimously recommended to fund a reimbursement grant program associated with the Small Business Support program platform from Retail Strategies to the CRA Board.

RECOMMENDATION

Staff recommends the CRA Board approve Resolution R-CRA-25-02 establishing the Small Business Support Reimbursement Grant Program, Designate the program as an approved grant program under Budget line item 8220, and assign $40,000 in the Downtown CRA Budget and $20,000 in the Florence Villa CRA Budget to this program for FY 24/25 from unused and unencumbered funds within the same line item.

ATTACHMENTS

- Resolution R-CRA-25-02
- Budget Report for Grant Programs

RESOLUTION R-CRA-25-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY ESTABLISHING THE "SMALL BUSINESS SUPPORT REIMBURSEMENT GRANT PROGRAM" WITHIN THE FLORENCE VILLA COMMUNITY REDEVELOPMENT AREA AND THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA IN ACCORDANCE WITH, RECOGNIZING, AND ACKNOWLEDGING THE GOALS AND OBJECTIVES OF THE FLORENCE VILLA AND THE DOWNTOWN COMMUNITY REDEVELOPMENT PLANS; MAKING FINDINGS; PROVIDING PROCEDURES AND ADMINISTRATIVE DIRECTIONS REGARDING SUCH PROGRAM; REPEALING CONFLICTING RESOLUTIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Winter Haven Community Redevelopment Agency ("CRA") desires to attract business and economic development opportunities, and enhance economic development by supporting existing businesses and attracting new development and redevelopment, consistent with the goals of the Florence Villa and Downtown Community Redevelopment Plans; and

WHEREAS, the Florence Villa and Downtown CRA Advisory Committees have reviewed and affirmatively endorsed and recommended the Small Business Support Reimbursement Grant Program, which is further described herein, to be established and utilized by the CRA for eligible businesses located within the boundaries of the Florence Villa and Downtown Community Redevelopment Areas; and

WHEREAS, the CRA Board, at its regular meeting on December 4, 2024, authorized funding for the acquisition of the Retail Strategies Small Business Support program and in furtherance of the establishment of the Small Business Support Reimbursement Grant Program which is further described herein; and

WHEREAS, at a lawfully convened public meeting of the Board of Commissioners of the Winter Haven CRA, the CRA approved the Small Business Support Reimbursement Grant Program which is further described herein by motion; and

WHEREAS, the CRA finds the Small Business Support Reimbursement Grant Program, which is further described herein, to be consistent with (a) the Community Redevelopment Plans for the Florence Villa and Downtown Community Redevelopment Areas, (b) the Community Redevelopment Act of 1969, codified at Part III, Chapter 163, Florida Statutes, and (c) City of Winter Haven Resolutions R-00-07, R-00-18 and R-00-19 creating a Community Redevelopment Agency to exercise and carry out community redevelopment within the Florence Villa and Downtown Community Redevelopment Areas.

WHEREAS, it is the intent of this Resolution to formally approve and articulate the Small Business Support Reimbursement Grant Program, which is further described herein, and to instruct CRA staff to implement the same; and

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 Small Business Support Reimbursement Grant Program is approved for use within the Florence Villa Community Redevelopment Area and the Downtown Community Redevelopment Area:

   Small Business Support Reimbursement Grant Program

   New and existing businesses may be eligible for reimbursement of certain items purchased, as described below, and upon satisfactorily completing a minimum of two full learning paths on the City's Retail Strategies Portal, one of which must be the Omni-Channel Retail Strategies learning path as determined by CRA staff in their sole discretion. Reimbursement shall be equal to the purchase price of eligible items up to a maximum reimbursement of $5,000. Each business shall be eligible for one (1) reimbursement grant. Purchases or orders made prior to written grant approval will be ineligible for reimbursement. Businesses must be located in a storefront or office located within the Florence Villa or Downtown Community Redevelopment Areas as determined by CRA staff in their sole discretion. Home based businesses are not eligible.

3. Items or purchases eligible for reimbursement include software systems, website creation, point of sale systems, security and life safety systems, improvement to aesthetics or "curb appeal", improvements for the display of merchandise or product, signage, and/or other tangible items related to specific Retail Strategies learning paths as approved by CRA staff. Items NOT ELIGIBLE include, but are not limited to, salary, purchase of merchandise or product for sale or consumption, lease payments, utility or insurance payments, or anything inconsistent with (a) the Community Redevelopment Plans for the Florence Villa and Downtown Community Redevelopment Areas, or (b) the Community Redevelopment Act of 1969, codified at Part III, Chapter 163, Florida Statutes, as determined by the CRA staff in their sole discretion.

4. Authority to approve applications for the Small Business Support Reimbursement Grant approved and established herein is vested with CRA staff. However, should an applicant wish to appeal a CRA staff level denial of an application, the applicant may request to be heard at the next regular meeting of the applicable CRA Advisory Committee.

5. Any Small Business Support Reimbursement Grant awarded is also subject to appropriation and availability of funds as determined by the Board of Commissioners of the CRA.
6. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable; then all remaining provisions and portions of this Resolution shall remain in full force and effect.
7. Any provision in this Resolution may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of consideration by the CRA Board of Commissioners, by filing a corrected or recodified copy of same with the City Clerk and/or Secretary of the CRA Board of Commissioners.
8. Any and all conflicting resolutions are repealed to the extent necessary to give this Resolution full force and effect.
9. This Resolution shall take effect immediately upon passage by the CRA Board of Commissioners at a duly noticed and held public meeting.

INTRODUCED AND PASSED by the Board of Commissioners of the Winter Haven Community Redevelopment Agency, on this 9th day of June, 2025.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF WINTER HAVEN, FLORIDA

By: _____
Brian Yates, Chairman

ATTEST:

_____
Secretary

Approved as to form:

_____
Frederick J. Murphy, Jr., City Attorney

WINTER HAVEN
THE CHAIN OF LAKES CITY

Budget Performance Report

Fiscal Year to Date 06/03/25
Include Rollup Account and Rollup to Base & Detail

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **108 - CRA - Downtown Fund**										
EXPENSE										
Department **80 - Non-Departmental**										
Cost Center **957 - CRA - Downtown**										
8220	Facade/Sidewalk Cafe Furniture Grant Program	362,000.00	.00	362,000.00	.00	.00	68,544.01	293,455.99	19	136,155.99
Cost Center **957 - CRA - Downtown** Totals		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
Department **80 - Non-Departmental** Totals		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
EXPENSE TOTALS		$362,000.00	$0.00	$362,000.00	$0.00	$0.00	$68,544.01	$293,455.99	19%	$136,155.99
Fund **108 - CRA - Downtown Fund** Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		362,000.00	.00	362,000.00	.00	.00	68,544.01	293,455.99	19%	136,155.99
Fund **108 - CRA - Downtown Fund** Totals		($362,000.00)	$0.00	($362,000.00)	$0.00	$0.00	($68,544.01)	($293,455.99)		($136,155.99)
Fund **109 - CRA - Florence Villa Fund**										
EXPENSE										
Department **80 - Non-Departmental**										
Cost Center **958 - CRA - Florence Villa**										
8220	Facade/Sidewalk Cafe Furniture Grant Program	500,000.00	.00	500,000.00	.00	.00	20,916.42	479,083.58	4	42,509.89
Cost Center **958 - CRA - Florence Villa** Totals		$500,000.00	$0.00	$500,000.00	$0.00	$0.00	$20,916.42	$479,083.58	4%	$42,509.89
Department **80 - Non-Departmental** Totals		$500,000.00	$0.00	$500,000.00	$0.00	$0.00	$20,916.42	$479,083.58	4%	$42,509.89
EXPENSE TOTALS		$500,000.00	$0.00	$500,000.00	$0.00	$0.00	$20,916.42	$479,083.58	4%	$42,509.89
Fund **109 - CRA - Florence Villa Fund** Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		500,000.00	.00	500,000.00	.00	.00	20,916.42	479,083.58	4%	42,509.89
Fund **109 - CRA - Florence Villa Fund** Totals		($500,000.00)	$0.00	($500,000.00)	$0.00	$0.00	($20,916.42)	($479,083.58)		($42,509.89)
Grand Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		862,000.00	.00	862,000.00	.00	.00	89,460.43	772,539.57	10%	178,665.88
Grand Totals		($862,000.00)	$0.00	($862,000.00)	$0.00	$0.00	($89,460.43)	($772,539.57)		($178,665.88)

DATE: June 3, 2025

TO: CRA Board

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

SUBJECT: Developer's Agreement – Grand Central Cooperative, LLC

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.

Grand Central Cooperative, LLC has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Real Estate Development Accelerator (REDA) incentive, a building preservation reimbursement grant, and a water/wastewater connection fee reimbursement, for a redevelopment project known as Grand Central. The TIF rebate is paid annually from the tax increment generated from the project for a defined period of time. The requested REDA TIF rebate for this project is 60% rebate for 20 years. The building preservation reimbursement grant is payable in five (5) equal annual payments of $400,000 upon completion of certain performance benchmarks as defined within the agreement. The water/wastewater connection fee reimbursement is payable upon proof of payment of water and wastewater connection fees to the City of Winter Haven and shall not exceed $275,000. The applicant has requested, and provided documentation to support, the aforementioned development incentives.

The Grand Central Project is an effort to redevelop four (4) buildings at the corner of Central Avenue and 3rd Street SW, in the heart of Downtown Winter Haven, that have been closed, vacant, and deteriorating for over nine (9) years. The signature building is a 6 story, 26,000 square foot structure, known as the Taylor building. As part of this redevelopment, the Taylor building front façade will be returned to its original historic appearance and is proposed to include a coffee shop, bar, and retail uses on the first floor. Floors 2 through 4 will include co-working space, and floors 5 and 6 will be offices. The next two buildings are referred to as the Mowery North and Mowery South buildings. Mowery North is located directly on the corner of Central Avenue and 3rd Street SW and Mowery South is located mid-block along 3rd Street SW. These are among the oldest existing buildings in Downtown Winter Haven at nearly 110 years old. These buildings will be renovated to restore character and function. The Mowery North building will include a restaurant on the first floor and office space on the second floor. The Mowery South building will be renovated into an event space. The fourth building in this project is the Hoffman building which also fronts on 3rd Street SW and is adjacent to a small City owned parking lot. This building will be renovated into a salon and wellness center and possible office space.

Total project cost is projected to be $20,377,994, of which $10,350,065 is construction cost. The project will be financed using approximately 45% equity and 55% loan funds.

The project will be completed in two phases. The first phase (phase 1A & phase 1B) will include the renovation of the exterior of all four (4) buildings as well as the interior renovation of the Hoffman building for the salon and wellness center and potential office space on the second floor. The second phase will include the renovations to the interior of the Mowery north and south buildings and the Taylor building.

FINANCIAL IMPACT

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 upon completion. If approved, the building preservation grant will be budgeted annually, for five years, from the Economic Development line item of the Downtown CRA Budget. Likewise, reimbursement 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 8:** Encourage Innovation in Land Planning and Site Development Techniques
    - **Objective:** 8. 4 – Encourage and facilitate proposed office and commercial uses to locate within the district to facilitate the critical mass necessary to support a vibrant and resilient downtown.
    - **Objective:** 8. 6 – Wherever appropriate, encourage projects that will strengthen the economic resiliency of the community.

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their May 28, 2025 special 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 Grand Central Cooperative, LLC.

ATTACHMENTS

- Draft Developer's Agreement
- Grand Central Application

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2025, 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 **GRAND CENTRAL COOPERATIVE, LLC,** a Florida Limited Liability Company (hereinafter referred to as "Grand Central"), and 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, the City and/or the CRA have authority under Section 163.370(2)(c)5., Florida Statutes to "[carry] out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan", the authority under Section 163.370(2)(e)6., Florida Statutes to "enter into any contracts necessary to effectuate [community redevelopment purposes]", and the authority under Section 163.370(2)(l), Florida Statutes to "appropriate such funds and make such expenditures as are necessary to carry out [community redevelopment purposes]"; and

WHEREAS, Grand Central is planning to redevelop four (4) currently vacant and blighted structures upon certain real property specifically described on Schedule A attached hereto (hereinafter the "Property"):

WHEREAS, said redevelopment is planned to include a restaurant, bar, coffee shop, reception area, salon and wellness center, event space, office, and co-working space and associated utility, and infrastructure improvements to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Building Code, Downtown Community Redevelopment Plan, 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, Grand Central 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, is a large scale redevelopment project that will enhance the economic diversity of the CRA, and is expected to increase the taxable value of the property by $5 Million or more; 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/lease rates for Downtown non-residential space, potentially creating a pro forma gap; and

WHEREAS, the Grand Central project, and incentive request, is consistent with building and property improvement and rehabilitation incentives allowable by Florida Statute, Chapter 163, Part III and the Downtown Community Redevelopment Plan; and

WHEREAS, Grand Central has made application to the CRA to receive a $2,000,000 reimbursement grant, paid in 5 year increments and upon completion of certain benchmarks, as further defined herein, an annual reimbursement of 60% of the Project's tax increment (based on city and county ad valorem taxes on the Project) for 20 years (the "Project Tax Increment"), and reimbursement, by the CRA, of City water and sewer connection fees, not to exceed $275,000, and

WHEREAS, the four (4) buildings on the Property, as described in the application for incentives submitted by Grand Central, and included in the Project description, have been closed, vacant, and deteriorating for over nine years; and

WHEREAS, redevelopment, repurposing, and preserving the four (4) buildings on the Property, as described in the application for incentives submitted by Grand Central, and included in the Project description, is desirable and benefits the public health, safety, and welfare of the citizens and visitors of the City of Winter Haven; and

WHEREAS, the Downtown CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held May 5th, 2025 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. **Real Estate Development Accelerator I.** Pursuant to CRA Resolution R-CRA-21-01, Grand Central shall be eligible to receive Tax Increment Financing rebates of not to exceed 60% of the Project's tax increment under the Real Estate Development Accelerator I program for a period not to exceed 20 years. The Project Tax increment rebates shall be paid annually for no more than 20 years commencing with the tax year when the improvements associated with the Project generate a tax increment and taxes are actually paid and received by the City and/or CRA, provided always that no payments by the City and/or CRA shall be expected by Grand Central, or made by the City and/or CRA once the time certain for redevelopment activity articulated by the Downtown Community Redevelopment Plan expires pursuant general law, or the CRA's existence is terminated by general law (the CRA's "Expiration/Termination" date). The payment of the aforementioned rebate is subject to actual receipt by the City and/or CRA of increment revenue generated by the Project.

3. **Buildings Preservation Reimbursement Grant.** Pursuant to the terms and

conditions of this Agreement, Grand Central shall be eligible for partial reimbursement of construction costs associated with Phase 1A and Phase 1B of the Project as described in the application for incentives submitted by Grand Central. Total reimbursement shall not exceed $2,000,000 and shall be payable in five (5) equal annual increments according to the following performance benchmark schedule:

Payment #1**:** The CRA shall reimburse Grand Central $400,000 upon proof of commencement of construction and a minimum of $500,000 paid for construction expenses related to Phase 1A and Phase 1B, but not earlier than December 15th, 2025. Proof of commencement of construction and expenses paid shall be satisfactory to the City Manager, or his designee, in their discretion, but shall not be unreasonably withheld.

Payment #2: The CRA shall reimburse Grand Central $400,000 upon proof of $1,000,000 paid for construction expenses related to Phase 1A and Phase 1B, but not earlier than December 15th, 2026. Proof of expenses paid shall be satisfactory to the City Manager, or his designee, in his/her discretion, but shall not be reasonably withheld.

Payments #3, #4, and #5: Shall be paid not earlier than December 15th, 2027, December 15th, 2028, and December 15th, 2029 respectively. Payments #3, #4, and #5 are contingent upon completion of all improvements included in Phase 1A and Phase 1B of the Project as described in the application for incentives submitted by Grand Central.

Notwithstanding anything herein to the contrary, the City and/or CRA shall not be obligated or otherwise required to furnish Grand Central with any payment of grant monies unless the City Manager approves the Project and the progress of the Project by Grand Central as being in material compliance with Grand Central's submitted application for incentives and applicable permits, , with such approval not being unreasonably withheld, conditioned, or delayed. In furtherance of this provision, the City and/or the CRA may, at any time, inspect the work and progress of the Project and the parties shall communicate and cooperate regarding the course of the Project work envisioned herein so that the work may meet with City and/or CRA's (and City Managers's) approval.

4. **Reimbursement Grant for Utility Improvement Work:** Upon proof of payment of City water and sewer/wastewater connection fees to the City, as confirmed and verified by the City of Winter Haven's Utility Department, the CRA shall reimburse Grand Central the fees actually paid, not to exceed $275,000. 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 $275,000. 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.

5. **Appropriation and Availability of Funds.** The City and/or CRA's obligation to perform under the Agreement and furnish payment to the Grand Central is

expressly subject to appropriation of sufficient funds. In the event the City and/or CRA fails to appropriate sufficient funds to satisfy the payment obligations Grant Central of any kind or type, the City and/or CRA or Grand Central may exercise its rights to terminate this Agreement as the sole remedy. Grand Central acknowledges that appropriation of sufficient funds is subject to the budget determination process outlined in Florida law and that Grand Central does not have an expectation to appropriation of sufficient funds in any fiscal year. The Parties agree that no cause of action shall lie against the City and/or CRA for failure to appropriate sufficient funds to satisfy payment obligations to Grand Central of any kind or type. Further, with express reference to Tax Increment Financing rebates authorized by this Agreement, such rebates are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited to 60% tax increment rebate for 20 years or until the Expiration/Termination date of the CRA, whichever is earlier.

6. **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 Grand Central, 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 Grand Central 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.

7. **GRAND CENTRAL Default.** Subject to the provisions of Section 9.11 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 Grand Central hereunder:

7.1 Grand Central defaults in the performance of any material obligation imposed upon it under this Agreement and Grand Central 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

7.2 Any express statement, representation or warranty made by Grand Central 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

7.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Grand Central bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Grand Central or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to Grand Central 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;

7.4 Upon the occurrence of any Event of Default by Grand Central 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.

7.5 Notwithstanding anything to the contrary herein, Grand Central 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.

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

8.1 Subject to the provisions of Section 9.11 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 City and/or the CRA hereunder:

8.2 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 Grand Central 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 Grand Central as a result thereof shall not constitute a default by the City and/or CRA hereunder.

8.3 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, Grand Central 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.

8.4 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.

9. **Miscellaneous.**

9.1 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.

9.2 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 each party 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 Grand Central 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 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.

9.9 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, 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 9.2 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 Grand Central 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.

9.10 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 Grand Central or to any person with whom Grand Central 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 Grand Central or any other person under this Agreement.

9.11 Neither Grand Central 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 9.11 shall deliver notice to the other party as provided in Section 9.19 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.

9.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2022), 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.

9.13 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.

9.14 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. Grand Central agrees that the obligation of the City and/or the CRA to make any payments by the City and/or the CRA to Grand Central 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.

9.15 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.

9.16 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 regarding the payments made under this Agreement is required then in that event Grand Central agrees that Grand Central 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.

9.17 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.

9.18 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.

9.19 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 Grand Central:	Jeffery Donalson, Manager P.O. Box 1282 Winter Haven, FL 33882-1282
With a copy to:	Bud Strang, CEO Six/Ten, LLC 56 4th St. NW Winter Haven, FL 33881

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

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:_____
Nathaniel J. Birdsong
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
_____, 2025.

GRAND CENTRAL COOPERATIVE, LLC, a Florida Limited Liability Company

_____

By:_____

As:_____

_____, 2025.

_____
Two Witnesses

Schedule A

Four (4) buildings situated on three (3) parcels at the southwest corner of 3rd Street SW and Central Avenue W in Winter Haven, Florida.

Parcel Identification Numbers:

26-28-29-621000-034030
26-28-29-621000-034010
26-28-29-621000-034130

Location Map



WINTER HAVEN

The Chain of Lakes City





CRA

DEVELOPMENT INCENTIVE PROGRAM

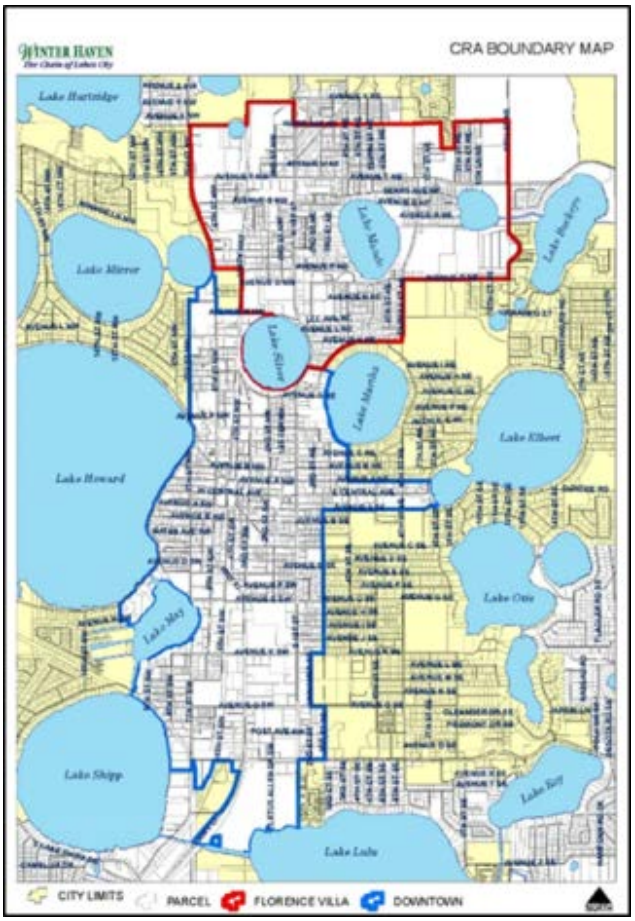
Updated: June 2022

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: Grand Central Cooperative, LLC, a Florida limited liability company
Contact Person (if a corporation): Jeff Donalson
Address: P.O. Box 1282
City, State, Zip: Winter Haven, Fl, 33882
Phone: (863) 287-6873
Email: jeff@thomas-invest.com
Business Structure: LLC
PROJECT SITE
Address: 314 Central Ave W, 310 Central Ave W, 39 3rd St SW, 3rd St SW
City, State, Zip: Winter Haven, Fl, 33880
Tax ID: 33-4652533
Parcel ID: Parcel 1: 26-28-29-621000-034030 Parcel 3: 26-28-29-621000-034130 Parcel 2: 26-28-29-621000-034010
Does applicant own Project Property: _**X**_Yes _____No
If "No", when will property be in control of applicant (own or long term lease):
Name on property title: Currently: Taylor Hotel, LLC Will be transfered to: Grand Central Cooperative, LLC
CRA DEVELOPMENT INCENTIVE
Indicate the incentive for this application: Real Estate Development Accelerator (REDA) _**X**_ Housing Investment Program (HIP) _____ 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
PROJECT INFORMATION
Current status of site: Existing structures: _**X**_ Some infrastructure but no structures_____ 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: **Please see attached PowerPoint**
TOTAL ESTIMATED PROJECT INVESTMENT AND NEED
Current assessed value (base): $2,851,813 Year: 2024
New capital investment dollars (construction value): Total Costs: $20,377,994 Hard Costs: $10,350,065
Total estimated new assessment (post development/provide 5 year projection value): **$11,642,256.21**
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**
CONSTRUCTION SCHEDULE
Less than 12 months:_____ 12-16 months:____ 16-24 months:_**X**_ 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: **Estimated 200 jobs through construction and completion of project** 1-5 jobs ___ 6-10 jobs___ 10-50 jobs___ 50+ _**X**_

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 FOR ALL REQUESTED INFO

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?

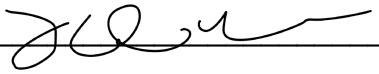
Is (1) the applicant, the ownership group or any of its subsidiaries, or (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls (a) the subject of a pending criminal prosecution 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.

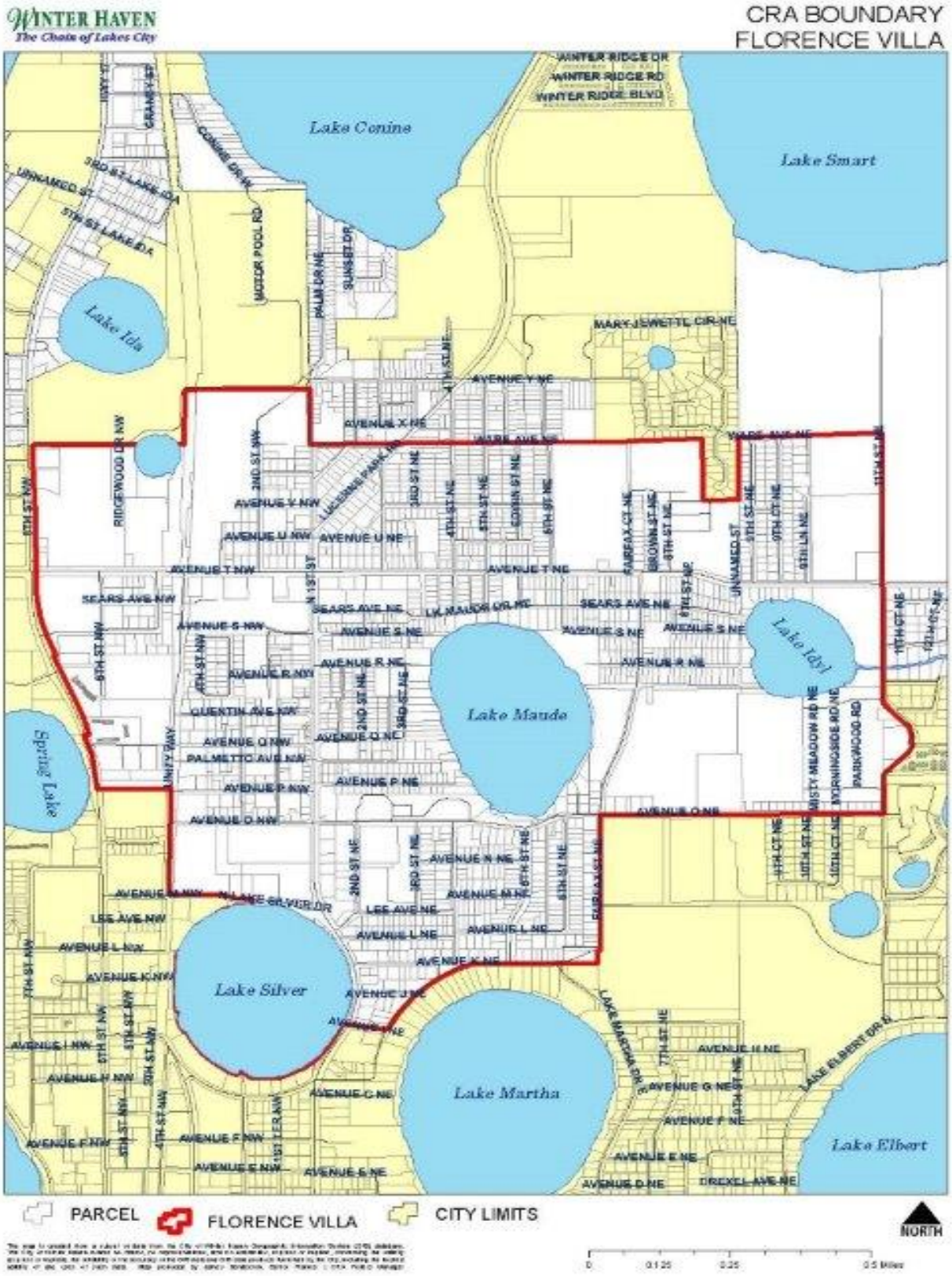
Signature:  Date: 04/23/2025

Print Name: Jeffery Donalson

Title: Manager

Company: Grand Central Cooperative, 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
PARCEL
FLORENCE VILLA
CITY LIMITS
NORTH

City of Winter Haven
Community Redevelopment Agency
Development Incentive Application

Real Estate Development Accelerator I
Building Preservation Grant
Water Tap Fee Reimbursement

GRAND CENTRAL

DATE:

April 23, 2025

Applicant:

Grand Central Cooperative, LLC

Prepared By:

Jason Fracassa and Jacob Baker

Jfracassa@sixtenllc.com

(248) 202-4886

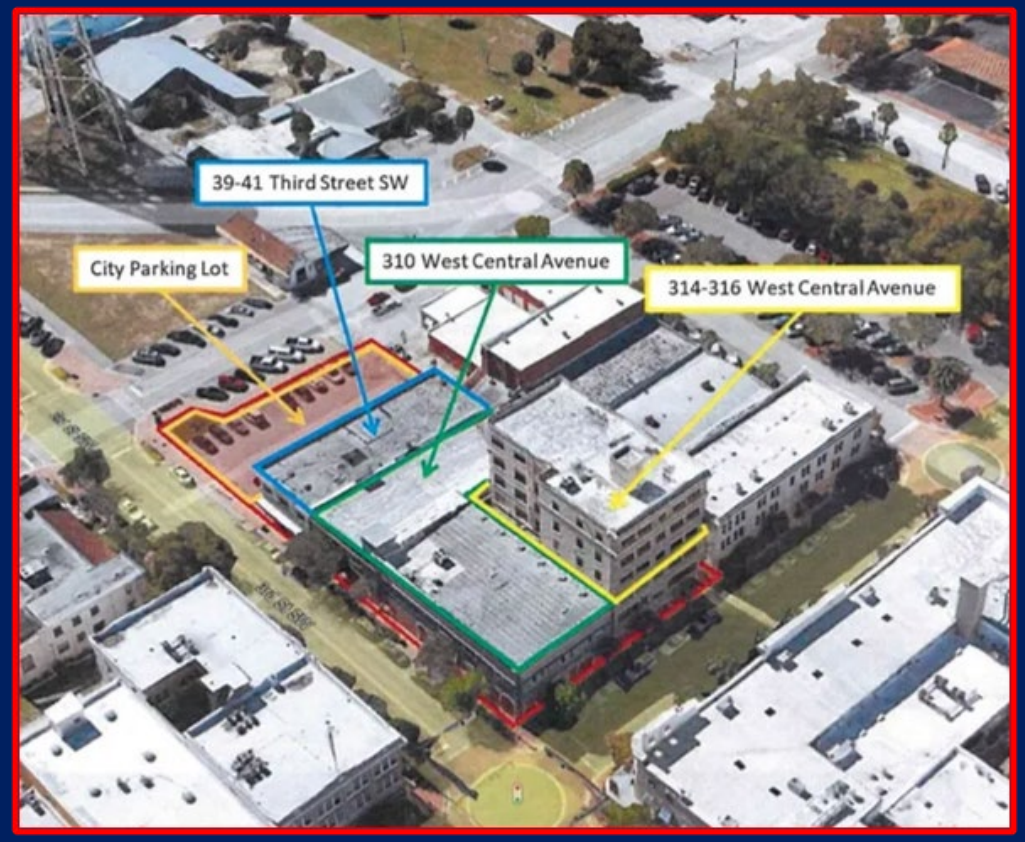


Table of Contents

A. Photographs of Project Site

B. Description of the Project

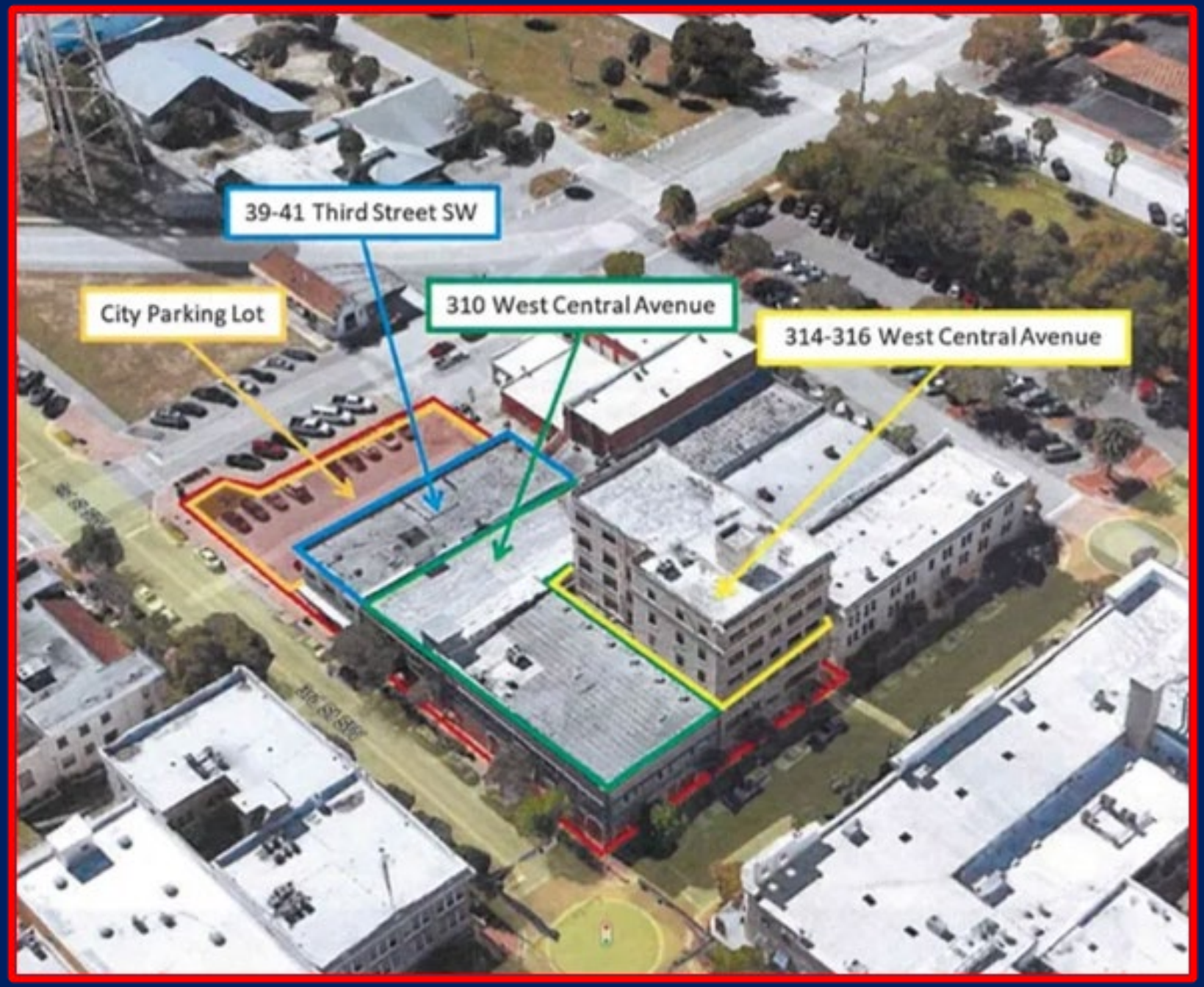
C. General Description of Ownership Group

D. General Description of the Construction Financing Package

E. Proposed Development Plans

F. Description of Parking Accommodations

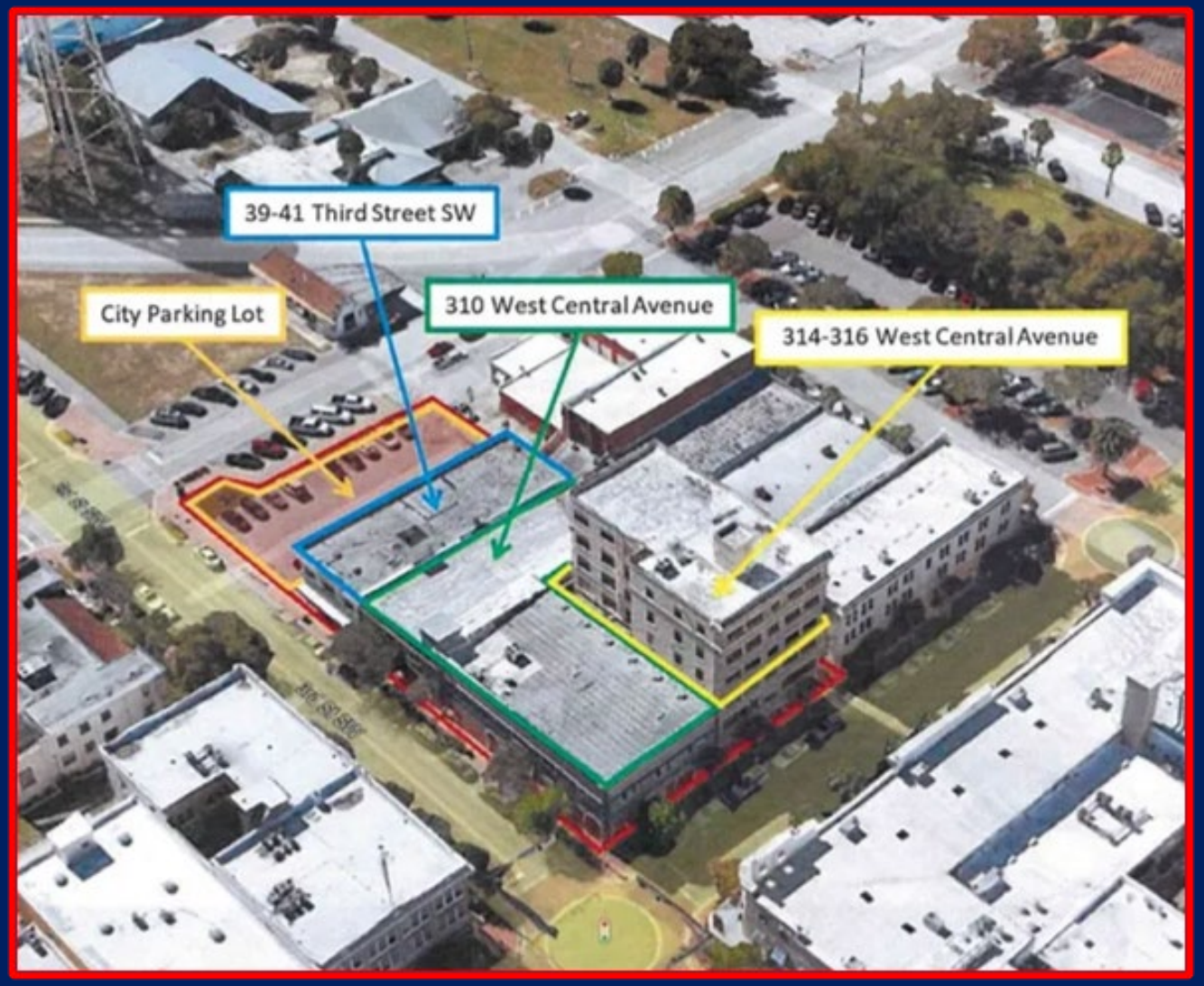
A. Photographs of project site and/or buildings.





Blue Border: Outline of Project





Taylor

(Yellow Border)

6 story

4333/floor

26000 total

1 Fl: 14 ft

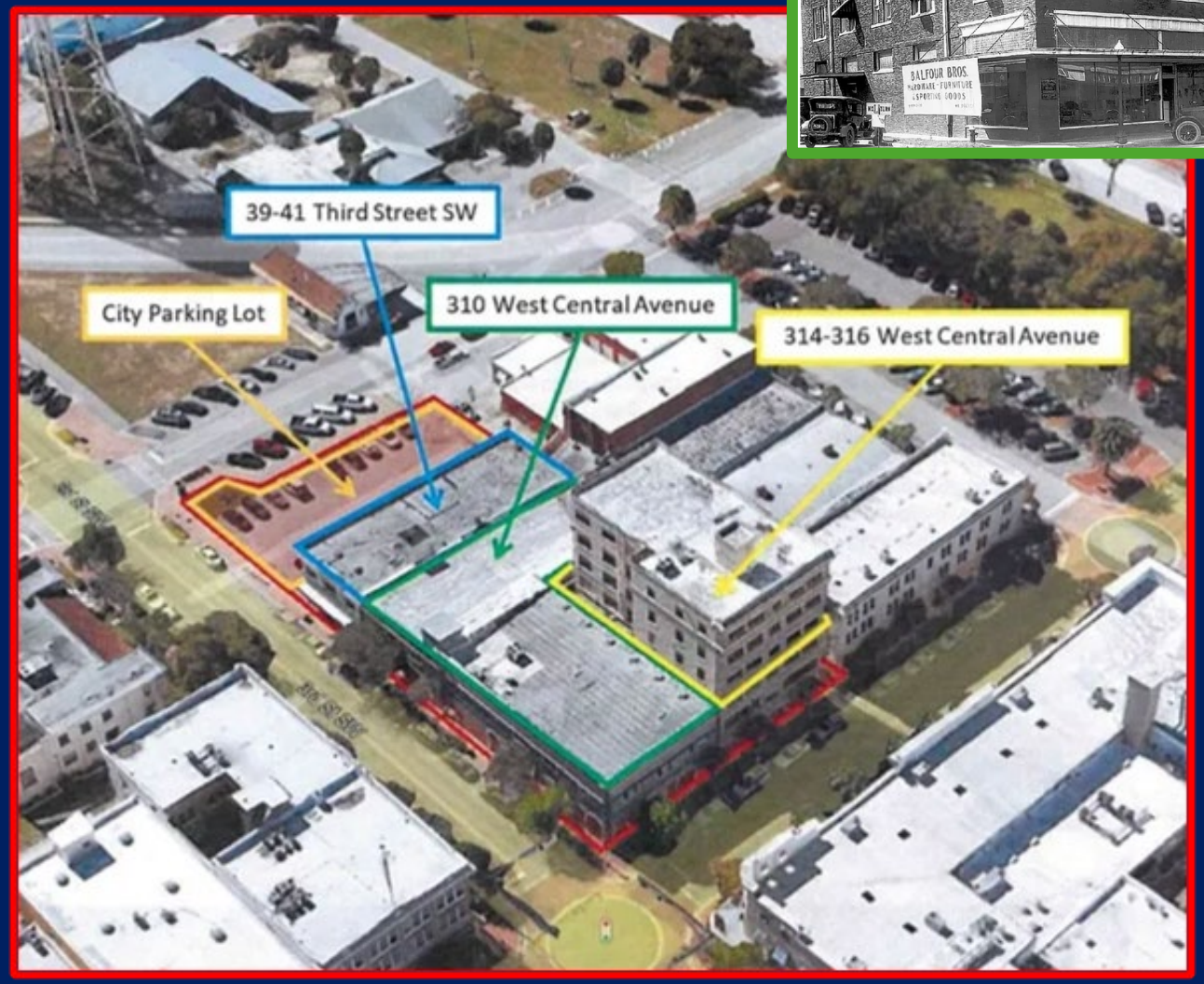
2-6: 11 ft

Built circa 1920











Mowrey North

(Green Border)

(corner building)

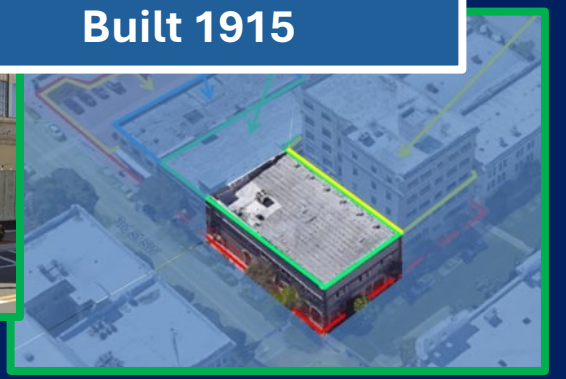
2 story – 5000 sf/floor

10,000 sf total

1 floor 15 ft; 2nd: 10ft

Built 1915







Mowrey South

(Green Border)

2 story

4400 sf/floor – 8800 total



Hoffman

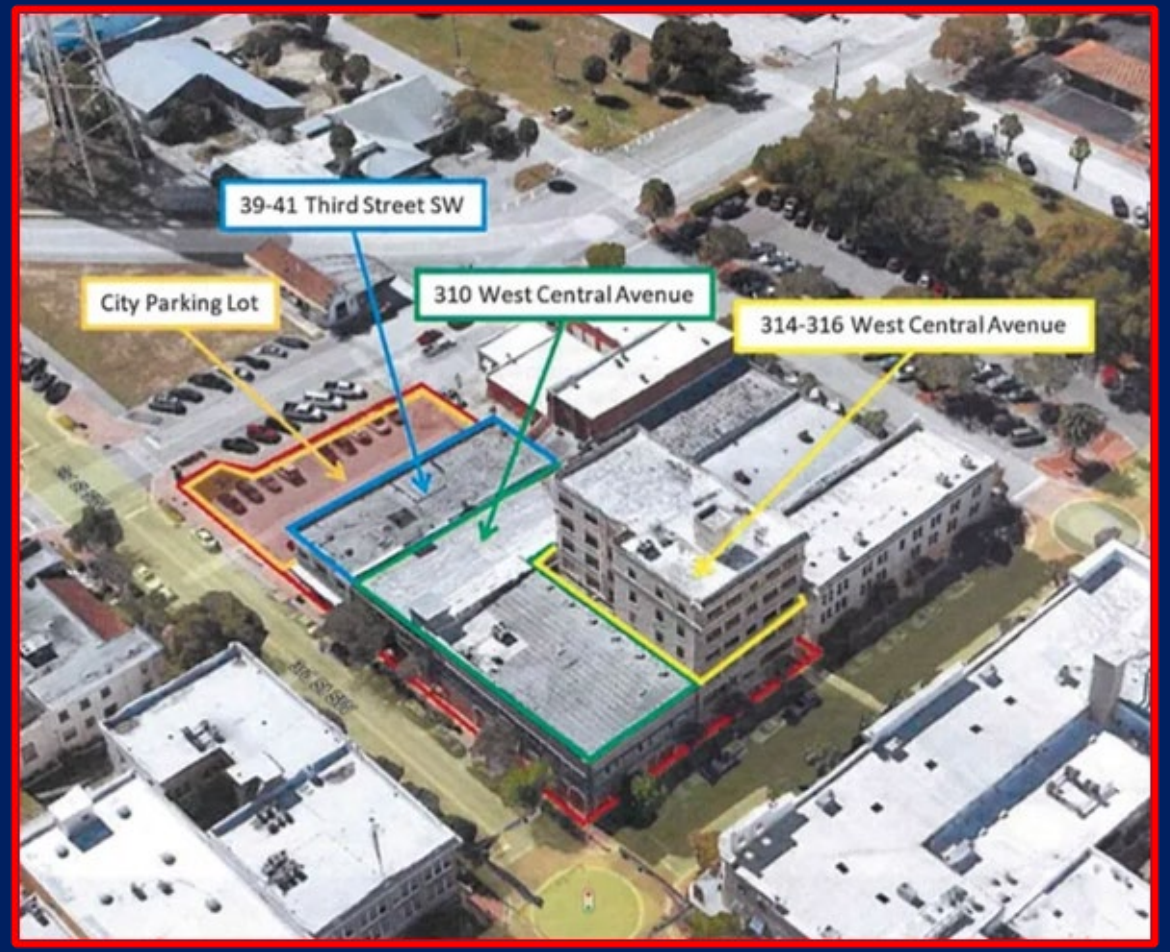
(Blue Border)

2 story

4400 sf/floor – 8800 total







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

- The Winter Haven Grand Central Project (“Grand Central” or "Project") is an effort to redevelop four buildings on the corner of Central Ave and 3rd St SW in downtown Winter Haven which have been closed and deteriorating for over nine years. For purposes of this discussion the buildings will be referred to as Taylor, Mowrey North, Mowery South, and Hoffman. Photos and descriptions of these buildings in their present and historical condition are contained above. Renderings of new facades of Mowery (North and South) and Hoffman buildings are in the next following slide. The Taylor building front facade will be returned to historic appearance.

- This development is intended to advance the Winter Haven Community Redevelopment Agency ("WHCRA") purposes of catalyzing investment, promoting opportunities for new and expanding businesses, and creating jobs within the Winter Haven downtown core.

- As more fully described in the slides that follow, the six story **Taylor building** will be developed as a bar/reception/coffee area on the first floor, co-working space on floors two through four, and office space on floors five and six. The **Mowery North building** will be developed as restaurant space on the first floor, and office space on the second floor. The **Mowery South building** will be redeveloped as event space. The **Hoffman building**, first and second floors, will be developed as salon, wellness, and possible office space.

- All Project buildings will be redeveloped – descriptions of the building's redevelopment plans are below. This Project will preserve and restore the heritage of each building through a mix of uses and appearances. Construction style and type will vary for each building.

- The total Project costs are estimated at $20,377,944.



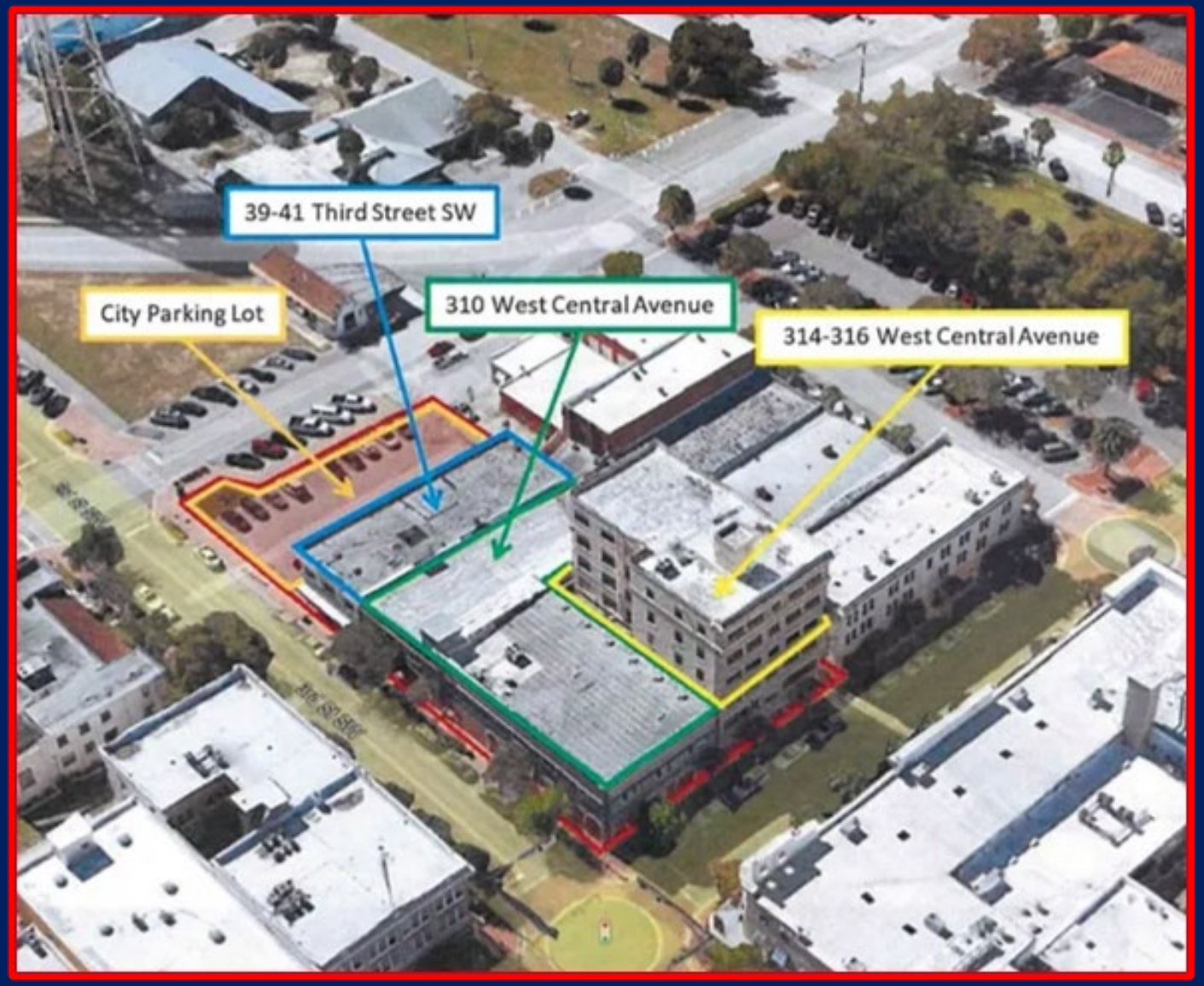
Grand Central





Grand Central
Proposed
Plan of Work
for Re-development

Office and co-working
Food and Beverage
Event Space
Salon and Wellness



Taylor Building

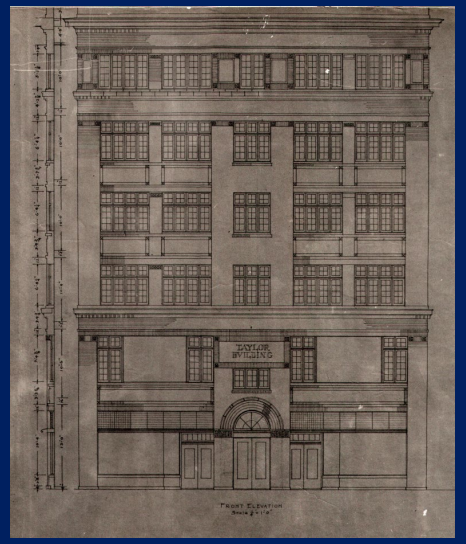
Programming

Coffee/Bar/Retail (Floor 1)
Co-Working (Floors 2-4)
Offices (Floors 5-6)

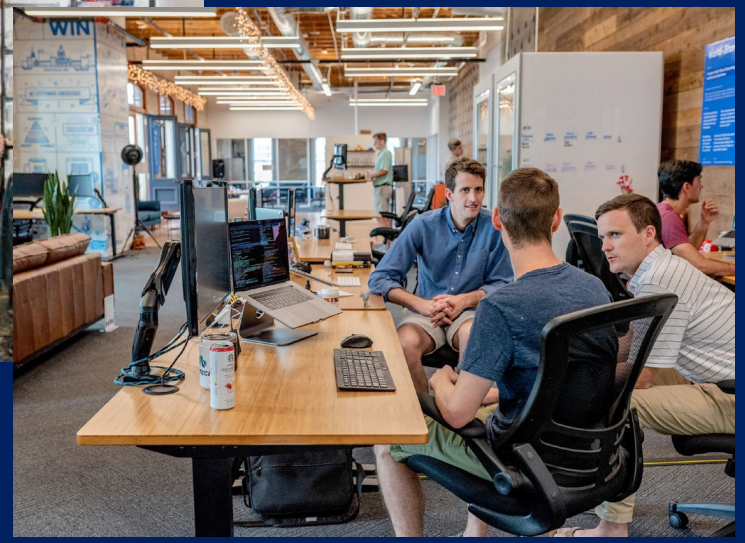
Description of the Work

At 100-years old, the Taylor Building needs a complete renovation. The northern façade of the Taylor Building will be repaired and restored by replacing the windows and rebuilding the storefront entrances on the first floor. The front façade of the Taylor building will be preserved in brick and interior steel frames will be added to structurally support the replacement of windows. The other three exterior walls of the Taylor building will be demolished outside the building's structural steel support and replaced with cold-formed steel and factory fabricated panels supported by the existing frame, along with new windows.





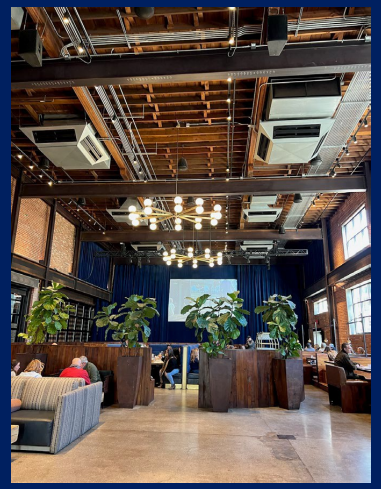




Mowery Buildings

Programming

Restaurant (Corner, 1st Floor) Event Space (1st Floor Mowrey South)
Co-Working /Office (2nd Floor Mowrey North)







Description of the Work

Approaching 110-years old, the Mowrey North and Mowrey South buildings are among the oldest buildings in downtown Winter Haven. The renovation will restore the buildings' character and function and celebrate their best qualities. The interior design will focus on exposing the red brick exterior walls and large iron beams, where possible. The second floor of the Mowrey South building is planned to be eliminated, creating a two-story open-air event space.

Renovations to the exterior of the Mowrey Buildings will be upgraded and modernized with new weatherproofing, paint, windows (where needed) and window coverings.









Hoffman Building

Programming

Salon Suites (1st Floor)
Salon Suites (or office) (2nd Floor)



Description of the Work

The Hoffman Building exemplifies true Art Deco style of architecture. The interior spaces will become a hub for salon professionals, operating out of 30+ individual salon suites encompassing the entire first and second floor. The interior renovation will also include various amenities for the tenants and their customers, accessible restrooms, a common waiting area, and break room. One option may be to develop a salon on the first floor and lease the second floor for office.

Like the Mowrey Building, the exterior of Hoffman will be modernized with new weatherproofing, paint, windows (where needed) and window coverings – with an objective of restoring the art deco style while carefully blending into the downtown framework.





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).

- **Ownership Group.** The Project is owned by Grand Central Cooperative, LLC, a Florida limited liability company ("Grand Central, LLC"). The managing member of Grand Central, LLC is Thomas Capital Partners, LLC, a Florida limited liability company. Grand Central, LLC is owned by Taylor Hotel, LLC, a Florida limited liability company, Thomas Capital Partners, LLC, and private investors.
- **Developer and Project Manager.** The project manager and lead developer for the Grand Central Project is Six/Ten, LLC, a Florida limited liability company ("Six/Ten"), as reflected by a development agreement to be entered into between Six/Ten and Grand Central, LLC. Six/Ten will also master lease (as tenant) the Hoffman building for a salon and wellness center, and floors, 2,3, and 4 of the Taylor building, for use as co-working space. Thomas Capital Partners, LLC will act as co-developer of the Project.
- **General Contractor.** It is anticipated but not confirmed that Everett Whitehead & Son, Inc., d/b/a Whitehead Construction ("Whitehead Construction"), will be the general contractor.
- **Architects.** It is anticipated but not confirmed that, the construction architect for the Taylor building will be The Lunz Group, LLC, a Florida limited liability company ("The Lunz Group"), and the architect for the Mowrey North and South building, and Hoffman building, will be C&K Architects/Interiors, Inc., a Florida corporation ("C&K Architects").

Background summaries of each of the above entities are contained in following pages.

Lead Developer: SIX/TEN

WINTER HAVEN | LAKE WALES
DEVELOPERS + LAND OWNERS



BUD STRANG
President | CEO

JOE BOGDANN
Vice President

KERRY WILSON
Secretary

JASON FRACASSA
CFO

six/ten LLC







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 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.

Co-Developer: Thomas Capital

WINTER HAVEN | LAKELAND |AUBURNDALE| BARTOW



Jeff Donalson
Owner | Investor | Entrepreneur

thomas CAPITAL

Connecting communities and real estate for the future generation.









Since 2013, Thomas Capital has a portfolio of over 500,000 SF +/- of value-add commercial real estate throughout Florida. Thomas Capital has become a trusted investment vehicle for its investors, providing passive real estate investments with institutional-level returns.

Thomas Capital's investment strategy has been to acquire commercial real estate with significant intrinsic value to create wealth through conservative underwriting and proven management.

Notable projects include: the Lakeland Ledger, Jimmy Johns Drive Thru, Circle K Development, Piccadilly and Point West Apartments, Gourmet Goodies, NVR Industrial Haines City, and CNP Agency.

General Contractor: Whitehead Construction

Founded in 1954, Whitehead Construction is a third-generation general contractor based in Winter Haven, Florida. With 70+ years of experience, we specialize in design-build, commercial, and concrete construction. From conception to completion, we take pride in delivering high-quality, tailored solutions to meet the unique needs of our clients. Our commitment to excellence and craftsmanship has established us as a trusted leader in the construction industry.

With deep-rooted ties to Polk County, Whitehead Construction has left an indelible footprint on the Winter Haven community, becoming a key player in the city's industrial and economic regeneration. And it's not just in our hometown; our expertise can be seen etched into numerous communities throughout Florida and other southern states.



President
E. Ryan Whitehead







The following are examples of Whitehead Construction projects.



Whitehead Construction Sample Projects

The new construction for Edward W. Bok Academy North in Lake Wales, FL comprises a spacious 2-story building housing 20 modern classrooms, totaling over 27,500 sq ft. Enhancements to the cafeteria include the addition of a culinary classroom, reflecting a commitment to providing diverse educational opportunities for students. This project underscores the school's dedication to innovation and excellence in education.





Whitehead Construction Sample Projects

The construction of a vast 20,000+ square foot office building caters to Tucker Paving's expansion and employee requirements. This new headquarters offers numerous private offices, breakrooms, conference rooms, kitchens, and even a gym facility, all tailored to their client's needs. Completed in 2021, the office exhibits innovative design features and mirrors Tucker's unwavering dedication to excellence and safety.



Whitehead Construction Sample Projects

Located in the northern area of Lake Wales, FL, HighPoint Church is utilizing a stunning contemporary Pre-engineered Metal Building, spanning over 32,000+ square feet. Situated on a picturesque 20-acre campus overlooking Starr Lake, this innovative design for their church enriches their worship and acts as a focal point for community engagement efforts. We've established a welcoming space where people can come together, forge connections, and worship in unity.

C&K Architects: Architect for the Mowery North and South buildings and Hoffman Building

Architect: C&K Architects | Interiors

TAMPA | WINTER HAVEN | CELEBRATION

Scope of Work: Hoffman Building & Mowrey Building Design



Bryan Karsky
President

C&K Architects | Interiors, Inc. is a full service architectural and interior design firm providing professional design services on single story facilities through high rise multi-story commercial and residential facilities valued at several millions of dollars. Our professional services include Owner representation, architectural and interior design, building envelope, waterproofing/roof replacement, bidding services, design/build, construction management, and construction administration.

C&K Architects | Interiors, Inc. has more than 55 years of history providing extensive service experience including governmental, institutional, medical, financial, residential, and public clients. Our firm began in 1961 in Clearwater as Fasnacht & Schultz Architects and became Fasnacht, Schultz and Collman Architects in 1982. In 1985 the firm became Schultz & Collman Architects, in 1998 changed its name to Collman & Karsky Architects and has now evolved into C&K Architects | Interiors, Inc.



C&K Architects Sample Projects

20 on 2nd Apartments
Downtown Winter Haven,
Florida





Public Parking Garage
Downtown Winter Haven,
Florida

The Lunz Group: Architect for the Taylor Building

THE LUNZ GROUP
Architecture | Interior Design

The Lunz Group is a full-service architectural and interior design firm located in central Florida. We have decades of experience in multiple market sectors and utilize a values-based, client-centered design process inclusive of all parties.



The following are examples of projects from The Lunz Group

Lunz Group Sample Projects

- CLIENT: Summit Consulting
- SIZE: 134,000 SF
- LOCATION: Lakeland, Florida
- MARKET SECTOR: Workplace
- DATE COMPLETED: April 2022





Lunz Group Sample Projects

- CLIENT: Aspyre Properties
- SIZE: 17,500 SF
- LOCATION: Lakeland, FL
- MARKET SECTOR: WORKPLACE
- DATE COMPLETED: 2020





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).

- **Construction Financing Package.** The Financing Package will consist of 55% loan to 45% equity. The total costs of the Project is estimated at $20,377,994 with the estimated hard construction costs totaling $10,350,065.

- **First Mortgage Construction Loan for the Project**. It is anticipated to be provided by Prime Meridian Bank (Prime), with Prime funding Phase 1A and 1B of the Project and participate Phase 2 with third party lender(s). Phases described below.

- **Construction of the Project will be completed in two phases:**

    - Phase 1A includes the renovation of the interior of the Hoffman building for the salon and wellness center (possible office space on the second floor), along with the renovation of the exterior of the Hoffman and Mowrey North and South buildings. Phase 1B, running concurrently, includes the renovation of the exterior of the Taylor building.

    - Phase 2 includes the renovation of the interior of Mowrey North and South (restaurant space, event space, and upstairs office), and Taylor (bar/coffee, co-working, office).

Winter Haven CRA Incentive Request

Buildings Preservation Grant:

$2 Million Preservation Grant, payable $400,000 a year for five years, beginning with commencement of construction for Phase IA. The Preservation Grant will assist in the retention and renovation of the four buildings comprising the Project. The first $400,000 payment will be paid within 30 days following final approval by the WHCRA, with subsequent payments to be made on the 1st, 2nd, 3rd, and 4th anniversary of the initial payment. Prior to delivery of the third, fourth, and fifth payments, Applicant will be required to complete all Phase IA and IB improvements (described above) to the exterior and roof of the four buildings.

Tax Increment Financing rebate: 60% TIF reimbursement for 20 years.

Water Tap Fee Reimbursement (Estimated) : $275,000 (estimated)

Financial Spreadsheets

These spreadsheets follow this page:

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

Number 1: Construction cost estimate

Conceptual Budget			
Phases IA, IB, & 2			
CSI Description	Amount	&/NRSF	%
General Conditions	$ 718,294.51	$ 13.69	*6.94%*
Inspections, Testing & Warranty	$ 20,700.13	$ 0.39	*0.20%*
Division 3 - Concrete	$ 224,596.41	$ 4.28	*2.17%*
Division 4 - Masonry	$ 1,529,739.61	$ 29.17	*14.78%*
Division 5 - Metals	$ 70,380.44	$ 1.34	*0.68%*
Division 6 - Carpentry	$ 1,127,122.08	$ 21.49	*10.89%*
Division 7 - Weather Proofing	$ 343,622.16	$ 6.55	*3.32%*
Division 8 - Doors & Windows	$ 346,727.18	$ 6.61	*3.35%*
Division 9 - Finishes	$ 324,992.04	$ 6.20	*3.14%*
Division 10 - Specials	$ 1,098,141.90	$ 20.94	*10.61%*
Division 11 - Equipment	$ 247,366.55	$ 4.72	*2.39%*
Division 12 - Furnishings	$ 253,576.59	$ 4.83	*2.45%*
Division 13 - Special Construction	$ 270,136.70	$ 5.15	*2.61%*
Division 14 - Conveying Systems	$ 230,806.45	$ 4.40	*2.23%*
Division 21 - Fire Suppression	$ 445,052.80	$ 8.49	*4.30%*
Division 22 - Plumbing	$ 166,636.05	$ 3.18	*1.61%*
Division 23 - HVAC Systems	$ 856,985.38	$ 16.34	*8.28%*
Division 26 - Electrical	$ 480,243.02	$ 9.16	*4.64%*
Division 32 - Exterior Improvments	$ 1,003,956.31	$ 19.14	*9.70%*
Insurance & Bonds - GL Insurance	$ 73,485.46	$ 1.40	*0.71%*
Fee	$ 310,501.95	$ 5.92	*3.00%*
Overhead & Profit	$ 207,001.30	$ 3.95	*2.00%*
Total	**$ 10,350,065.00**		***100.00%***

Number 2: Development Budget

Grand Central
Investment Summary

DEVELOPMENT BUDGET

4/22/2025

Development

Development Name	Grand Central
Development Type	Multi-Building Renovation
Gross Square Feet	62,940
Common Area Square Feet	10,490
Rentable Square Feet	52,450
Efficiency	*83%*

Lot

Street Address	0:314:316 W Central Ave & 39-41 Third St
City	Winter Haven
State	FL
ZIP Code	33880
County	Polk County
Parcel ID	Parcel ID

Acquisition

Land Purchase Price	**$5,850,000**
Per Sq. Ft	*$93*

Timing

Event	Date
Construction Commence	Sep-25
Cert. of Occ.	Sep-26

Sources	$ Amount	% of Sources
City Contribution	2,000,000	9.8%
Limited Partner	5,850,000	28.7%
Senior Loan	12,527,994	61.5%
Total Sources of Funds	**20,377,994**	**100.0%**

Uses	$ Amount	% of Uses
Land	5,850,000	28.7%
Hard Costs	10,063,837	49.4%
Soft Costs	1,010,837	5.0%
Contingency	286,228	1.4%
TAP Fees	275,000	1.3%
TAP Fee Reimbursement	(275,000)	-1.3%
Financing Costs	1,029,417	5.1%
Debt/Equity Retirment	2,137,674	10.5%
Total Uses of Funds	**20,377,994**	**89.5%**

Building	SF	Acre	Rent / SF
Taylor Building	28,140	0.12	$16.29
Hoffman Building	8,800	0.10	$25.00
Mowrey Building	19,310	0.23	$22.84
Total	56,850	0.45	$19.93

Project Returns

Exclusive of Tax Incentives

Limited Partner

1.69%	5-Year Avgerage Annual Return
0.83x	Equity Multiple

Inclusive of Tax Incentives

8.21%	5-Year Avgerage Annual Return
1.4x	Equity Multiiple

Timing

Construction Duration	14 Months
Lease Up Duration	8 Months

Growth Rates

Rent	3.00%
Other Income	2.00%
Operating Expenses	2.00%

Forward Net Operating Income	$1,454,323

Pro Forma Stabilized Year 1/ Yield

Gross Potential Income		$1,039,140
[-] Economic Vacancy	*5.0%*	($51,957)
Effective Gross Income		$987,183
[+] Other Income / Reimbursements		$717,308
Total Income		$1,704,491
[-] Operating Expenses	*29.7%*	($250,167)
Net Operating Income		**$1,454,323**
Yield on Total Development Cost		7.14%
Development Spread		**714 BPS**

Number 3: 5-Year Operating Budget

TAYLOR HOTEL ASSEMBLAGE					3.00%	Annual Inc.							
	REVENUE				0	1	2	3	4	5	6	%	$/SF
52,450	Description	Bldg	Floor	SF	% GLA	2025	2026	2027	2028	2029	2030	Ttl	Ttl
25.75	Salon Suites	Hoffman	1	4,400	8.39%	110,000	113,300	116,699	120,200	123,806	127,520	11%	28.98
30.00	Event Space	Mowrey	1	4,400	8.39%	0	132,000	135,960	140,039	144,240	148,567	13%	33.77
25.00	Restaurant	Mowrey	1	5,555	10.59%	0	138,875	143,041	147,332	151,752	156,305	13%	35.52
16.00	Retail	Taylor	1	5,010	9.55%	0	80,160	82,565	85,042	87,593	90,221	8%	20.50
25.75	Salon Suites	Hoffman	2	4,400	8.39%	110,000	113,300	116,699	120,200	123,806	127,520	11%	28.98
15.00	Office Suites	Mowrey	2	5,555	10.59%	0	83,325	85,825	88,399	91,051	93,783	8%	21.31
14.00	Office Suites	Taylor	2	5,010	9.55%	0	70,140	72,244	74,412	76,644	78,943	7%	17.94
14.00	Office Suites	Taylor	3	4,530	8.64%	0	63,420	65,323	67,282	69,301	71,380	6%	16.22
14.00	Office Suites	Taylor	4	4,530	8.64%	0	63,420	65,323	67,282	69,301	71,380	6%	16.22
20.00	Family Offices	Taylor	5	4,530	8.64%	0	90,600	93,318	96,118	99,001	101,971	9%	23.18
20.00	Family Offices	Taylor	6	4,530	8.64%	0	90,600	93,318	96,118	99,001	101,971	9%	23.18
4.19	**Ttl Base Rents (actual)**			**52,450**	**100.00%**	**220,000**	**1,039,140**	**1,070,314**	**1,102,424**	**1,135,496**	**1,169,561**	**100%**	**22.30**
					$/SF	*4.19*	*19.81*	*20.41*	*21.02*	*21.65*	*22.30*		
6.36	City of Winter Haven Preservation Grant				7.63	400,000	400,000	400,000	400,000	400,000	0	3636%	0.00
1.52	Interest Reserves Payout				7.47	391,600	87,360	0	0	0	0	3560%	0.00
6.40	Tenant Expense Recoveries				1.82	95,559	229,948	406,714	416,882	427,304	437,986	869%	8.35
-0.91	Vacancy				5.00%	(11,000)	(51,957)	(53,516)	(55,121)	(56,775)	(58,478)	100.00%	1.11
31.60	**Total REVENUE**					**1,096,159**	**1,704,491**	**1,823,512**	**1,864,184**	**1,906,025**	**1,549,069**	**2649%**	**29.53**
					$/SF	*20.90*	*32.50*	*34.77*	*35.54*	*36.34*	*29.53*		
$/SF	**EXPENSES**				2.50%	Annual Inc.							
0.10	Elevator Maintenance				0.3%	3,600	5,400	5,535	5,673	5,815	5,961	1.5%	0.11
1.15	Utilities				0.9%	10,120	60,318	61,825	63,371	64,955	66,579	16.6%	1.27
1.04	Property Tax				5.0%	54,559	55,923	228,338	234,047	239,898	245,895	61.4%	4.69
(1.38)	*CRA Property Tax TIF*				*60%*	*(17,288)*	*(17,720)*	*(72,352)*	*(74,522)*	*(76,758)*	*(79,061)*	*-19.7%*	*1.51*
1.85	Insurance				1.5%	16,280	97,033	99,458	101,945	104,493	107,106	26.7%	2.04
1.25	Structural Reserves				1.0%	11,000	11,275	11,557	11,846	12,142	12,445	3.1%	0.24
0.75	Legal / Miscellaneous				0.6%	6,600	6,765	6,765	6,765	6,765	6,765	1.7%	0.13
3.00%	Property Mgmt Fees (% of Ttl Base Rents)				0.6%	6,600	31,174	32,109	33,073	34,065	35,087	8.8%	0.67
	Ttl Expenses				8.3%	91,471	250,167	373,236	382,197	391,376	400,777	100.0%	7.64
					$/SF	*1.74*	*4.77*	*7.12*	*7.29*	*7.46*	*7.64*		
25.59	**NOI**					**1,004,688**	**1,454,323**	**1,450,276**	**1,481,987**	**1,514,650**	**1,148,292**		

Number 4: WHCRA incentive breakdown spreadsheet

Unicore Millage Rate	13.2752
Totall Millage Rate	19.1312
Total TIF	69.39%
Total Hard Costs and Land	$ 15,913,836.70
% Capitalized Value	75.00%
Total Taxable Value	$ 11,935,377.53
Current Taxable Value	$ 2,851,813.00
Increase in Taxable Value	$ 9,083,564.53
Millage	0.0191312
Future Annual Taxes	$ 228,338.09
Current Taxes	$ 54,558.60
Total Tax Increment	$ 173,779.49
City and County Percentage	69.39%
Total City and County Taxes	$ 120,586.14
Maximum abatement of 60%	0.6
Total maximum annual TIF	$ 72,351.68
Total Increment %	76.11%
Total 20 Year AV Abatement	$1,729,081.06
Discount Rate	6.50%
Total NPV TIF	$855,659.40

Tap Fee Reimbursement (est.)	**$ 275,000.00**
Preservation Grant	
Annually for 5 Years	**$ 400,000.00**
NPV (6.5% Discount Rate)	**$1,662,271.78**

Number 4: WHCRA incentive breakdown spreadsheet

	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Annual Taxes	54,559	55,923	228,338	235,188	242,244	249,511	256,997	264,706	272,648	280,827
60% TIF	(17,288)	(17,720)	(72,352)	(74,522)	(76,758)	(79,061)	(81,432)	(83,875)	(86,392)	(88,983)
Total Abatement	$ (17,287.55)	$ (17,719.74)	$ (72,351.68)	$ (74,522.23)	$ (76,757.90)	$ (79,060.64)	$ (81,432.45)	$ (83,875.43)	$ (86,391.69)	$ (88,983.44)
	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Total Annual Taxes	289,252	297,929	306,867	316,073	325,556	335,322	345,382	355,743	366,416	377,408
60% TIF	(91,653)	(94,403)	(97,235)	(100,152)	(103,156)	(106,251)	(109,438)	(112,722)	(116,103)	(119,586)
Total Abatement	$ (91,652.95)	$ (94,402.53)	$ (97,234.61)	$ (100,151.65)	$ (103,156.20)	$ (106,250.88)	$ (109,438.41)	$ (112,721.56)	$ (116,103.21)	$ (119,586.31)
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Total Annual Taxes	388,730	400,392	412,404	424,776	437,519	450,645	464,164	478,089	492,432	507,205
60% TIF	0	0	0	0	0	0	0	0	0	0
Total Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Total Annual Taxes	522,421	538,094	554,236	570,864	587,989	605,629	623,798	642,512	661,787	681,641
60% TIF	0	0	0	0	0	0	0	0	0	0
Total Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Year 40	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48	Year 49	Year 50
Total Annual Taxes	681,641	702,090	723,153	744,847	767,193	790,209	813,915	838,332	863,482	889,387	916,068
60% TIF	0	0	0	0	0	0	0	0	0	0	0
Total Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Downtown Development Benefits to City

Grand Central
Gross Square Ft. **62,940.00**

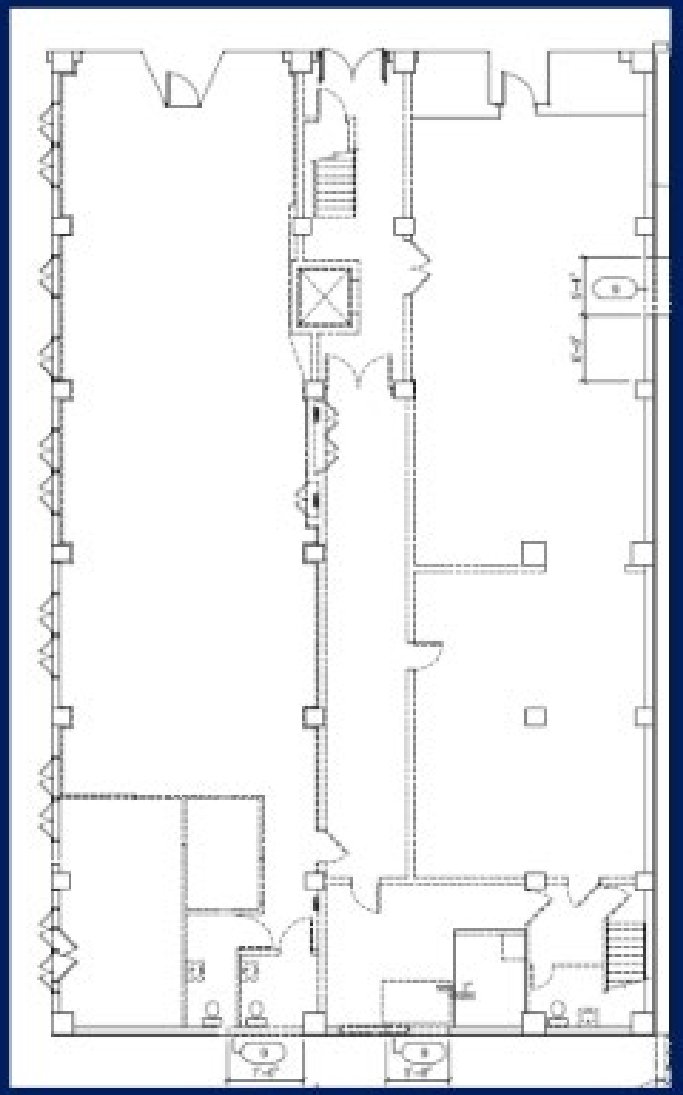
					Impact on Winter Haven Completed Project		Impact on Winter Haven No Project	
					20 Years	50 Years	20 Years	50 Years
Direct Impacts To City								
Estimated Ad Valorem For 50 Years and 20 Years/3.0% Escalators					$ 5,456,888.73	$ 23,950,895.36	$ 1,466,010.14	$ 6,154,039.71
Total Tax Abatement Request					$ (1,729,081.06)	$ (1,729,081.06)	$ -	$ -
	City			6.59	$ 1,879,698.96	$ 8,250,209.11	$ 504,986.98	$ 2,119,842.02
		Less TIF Rebate			$ (858,340.68)	$ (858,340.68)		
			Total		$ 1,021,358.28	$ 7,391,868.42	$ 504,986.98	$ 2,119,842.02
	County			6.6852	$ 1,906,853.34	$ 8,369,392.70	$ 512,282.08	$ 2,150,465.54
		Less TIF Rebate			$ (870,740.38)	$ (870,740.38)		
			Total		$ 1,036,112.95	$ 7,498,652.32	$ 512,282.08	$ 2,150,465.54
			Total	69.39%				
	Local School			2.248	$ 641,208.39	$ 2,814,335.37	$ 172,262.63	$ 723,126.69
	State School			3.048	$ 869,396.42	$ 3,815,878.20	$ 233,566.06	$ 980,467.14
	Lake Region			0.3691	$ 105,280.26	$ 462,086.83	$ 28,283.87	$ 118,730.45
	SWFMD			0.1909	$ 54,451.37	$ 238,993.16	$ 14,628.53	$ 61,407.87
		Total		19.1312	$ 1,670,336.44	$ 7,331,293.55	$ 448,741.08	$ 1,883,732.15
Estimated City Franchise Tax On Electric Utilities (7.1%/2.00 PSF)					$ 89,374.80	$ 223,437.00	$ -	$ -
Estimated City Telecommunications Tax ($15,910 annually)					$ 318,200.00	$ 795,500.00	$ -	$ -
Estimated Connection Fees					$ 275,000.00	$ 275,000.00	$ -	$ -
TAP Fee City Reimbursement					$ (275,000.00)	$ (275,000.00)		
Estimated Sewer & Water Revenues (est .0.55 psf/year)					$ 692,340.00	$ 1,730,850.00	$ -	$ -
CoWH Sales Tax Participation (indirect impact only – hard to define)								
Total					**$ 4,827,722.47**	**$ 24,971,601.30**	**$ 1,466,010.14**	**$ 6,154,039.71**

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

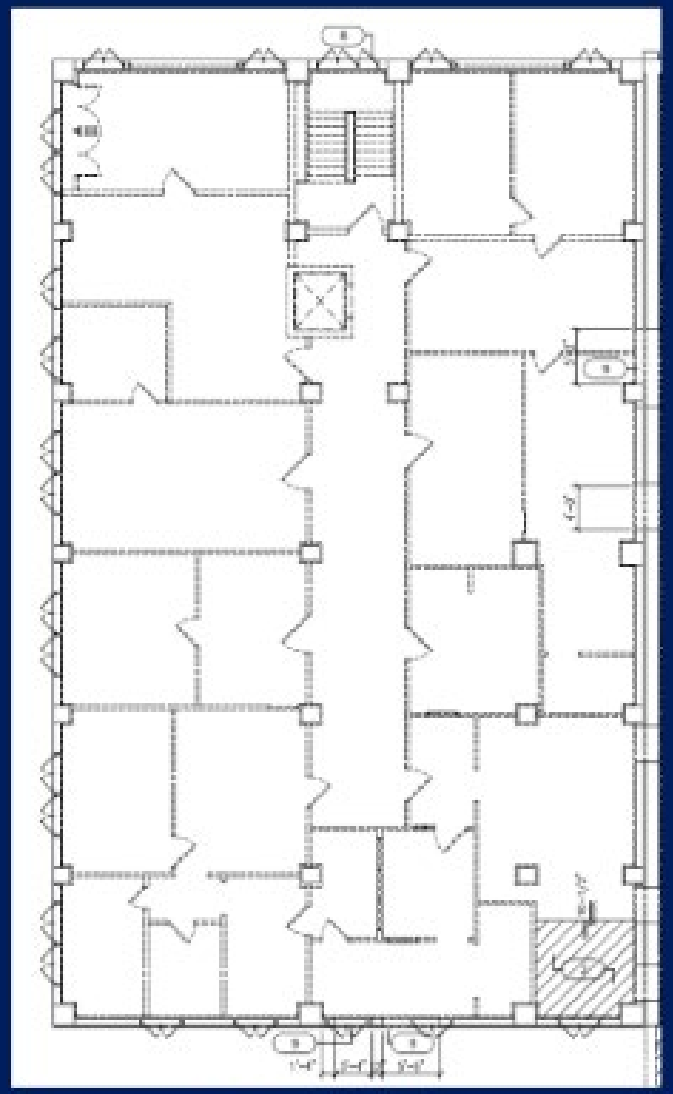
Site Plan –
All Buildings



Taylor Building Floor Plan
First (retail) and Second (co-working) Floors



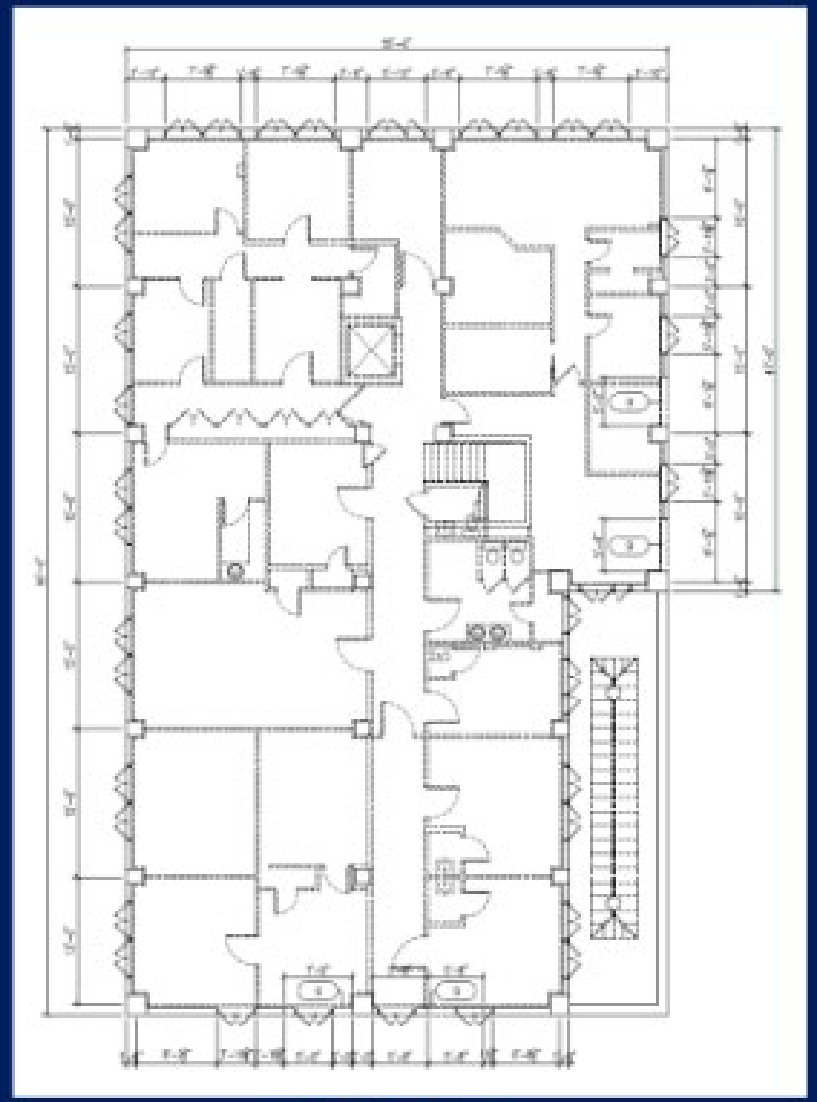
First Floor



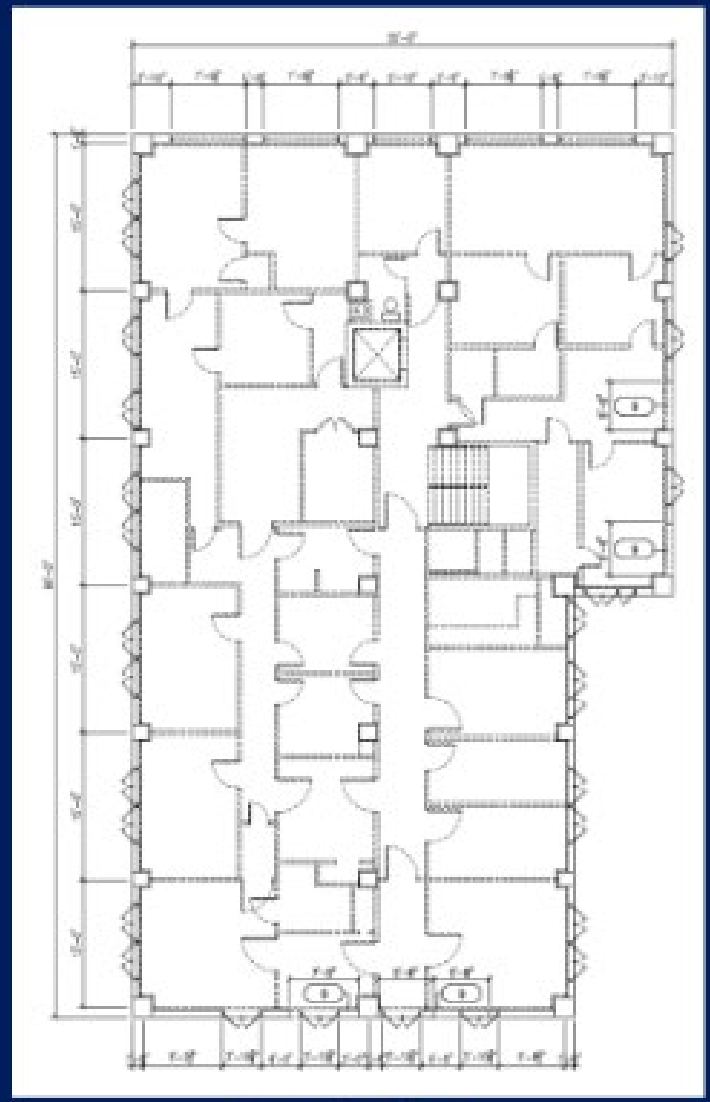
Second Floor

N

Taylor Building Floor Plan
Third and Fourth Floors (co-working)



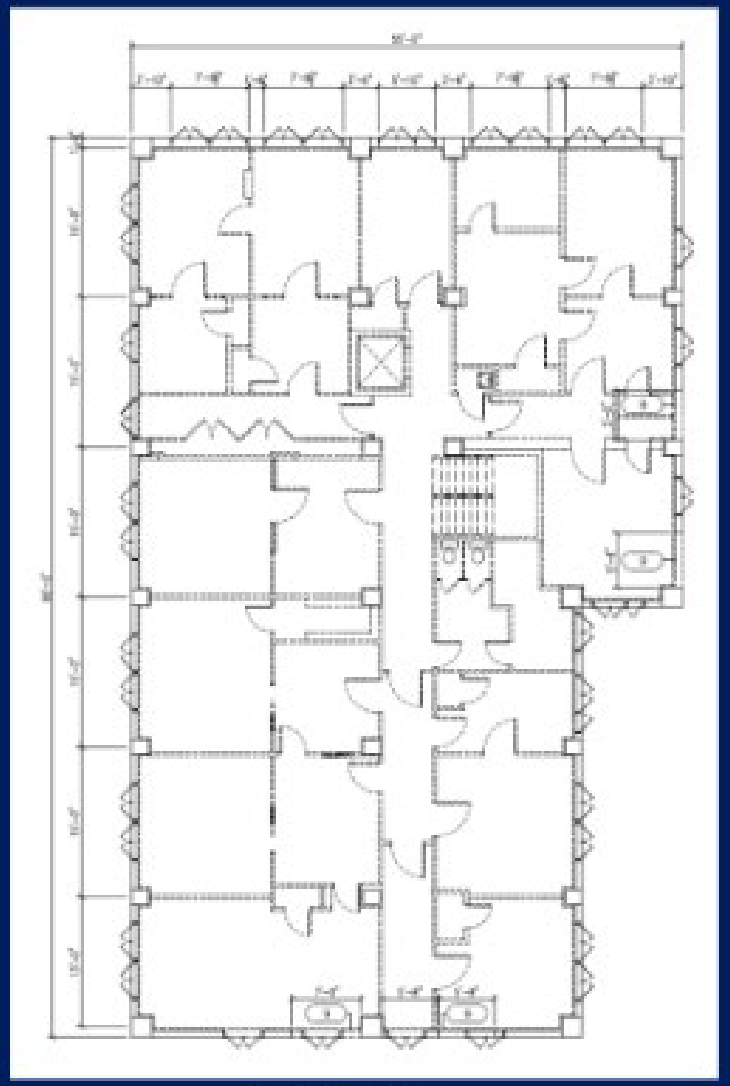
Third Floor



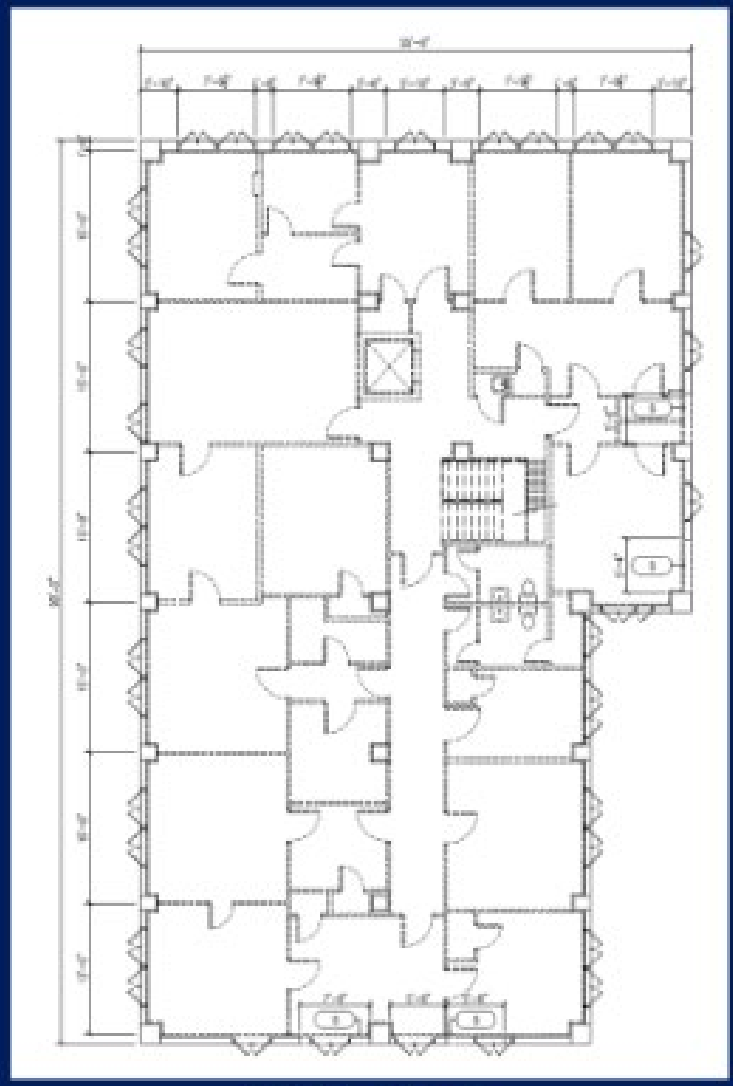
Fourth Floor

N

Taylor Building Floor Plan
Fifth and Sixth Floors (office)



Fifth Floor



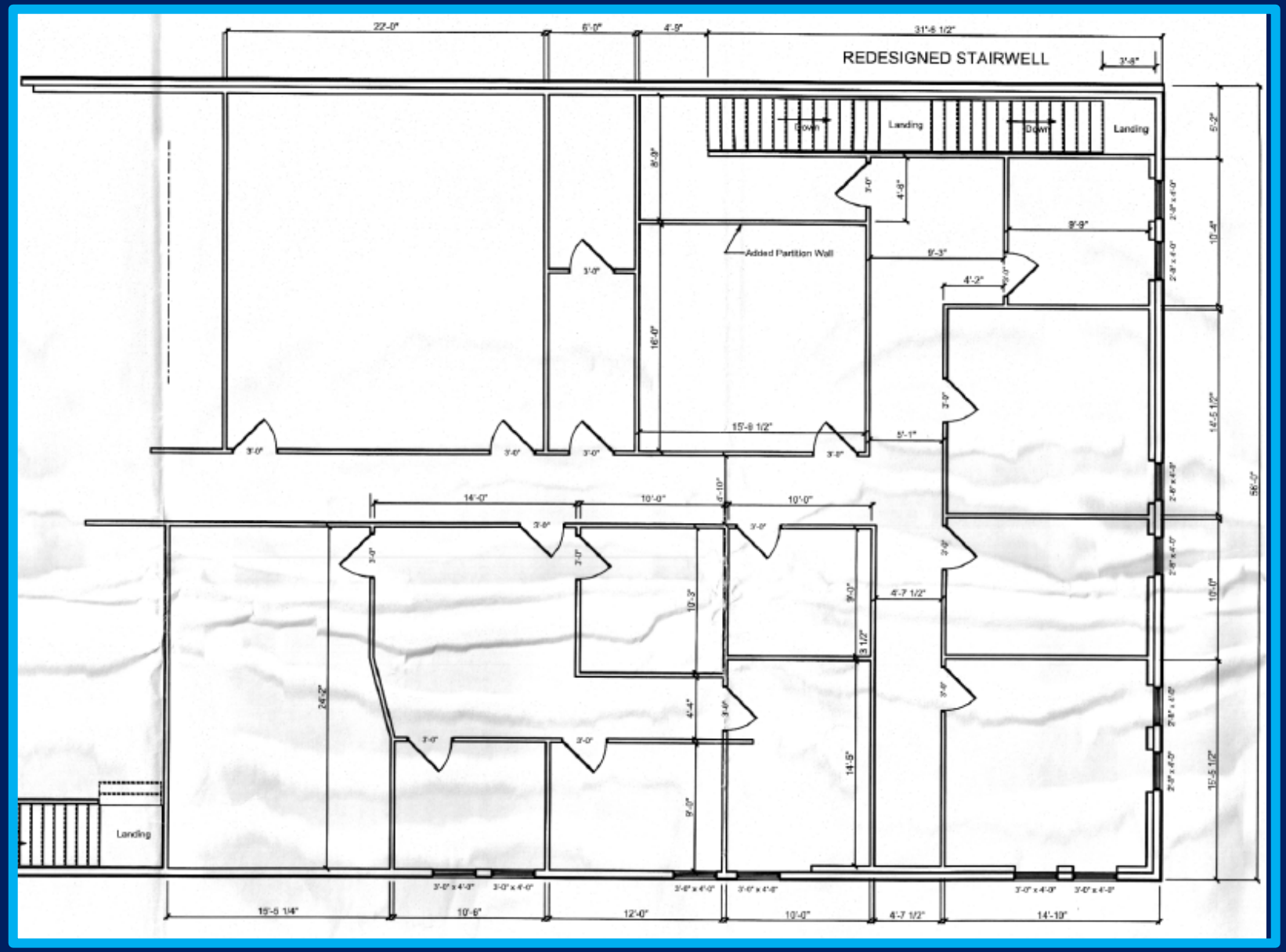
Sixth Floor

N

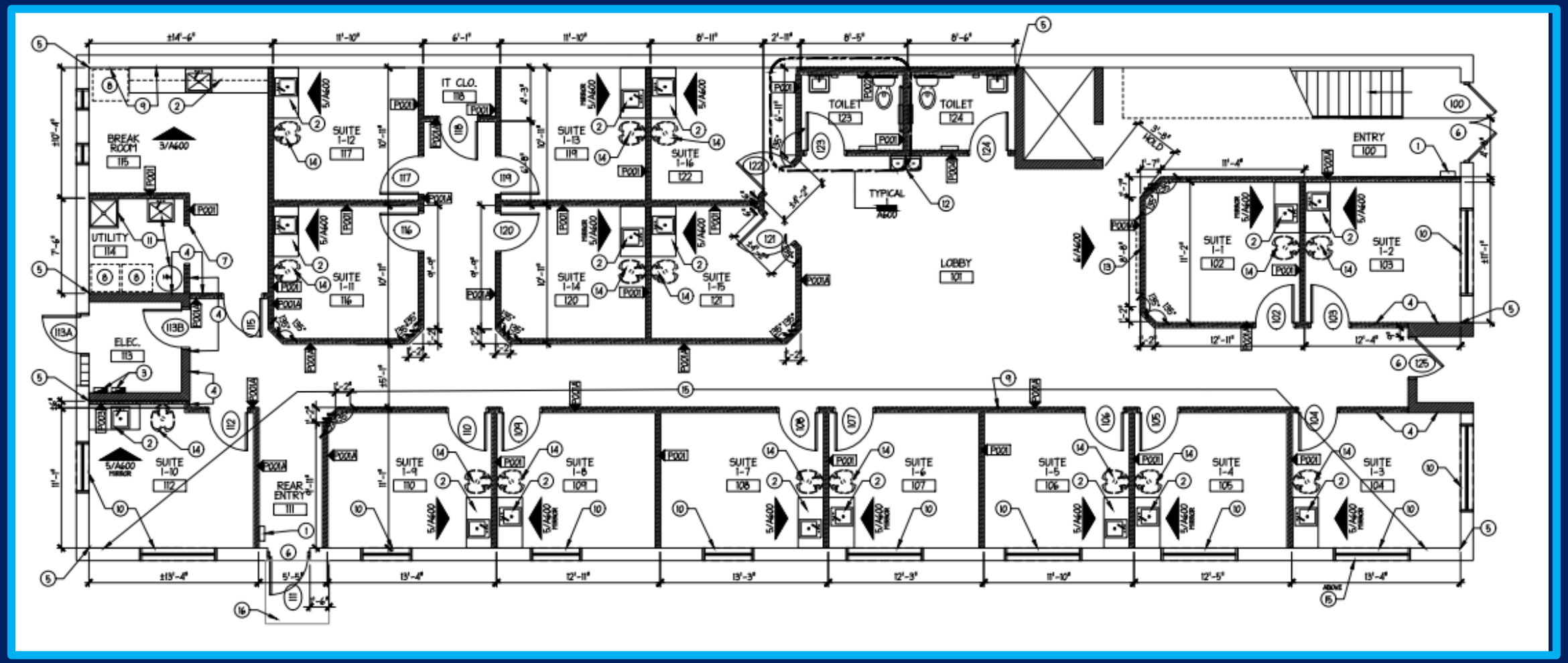
Mowery North and South Floor Plan – First Floor (light blue) (restaurant and event space)



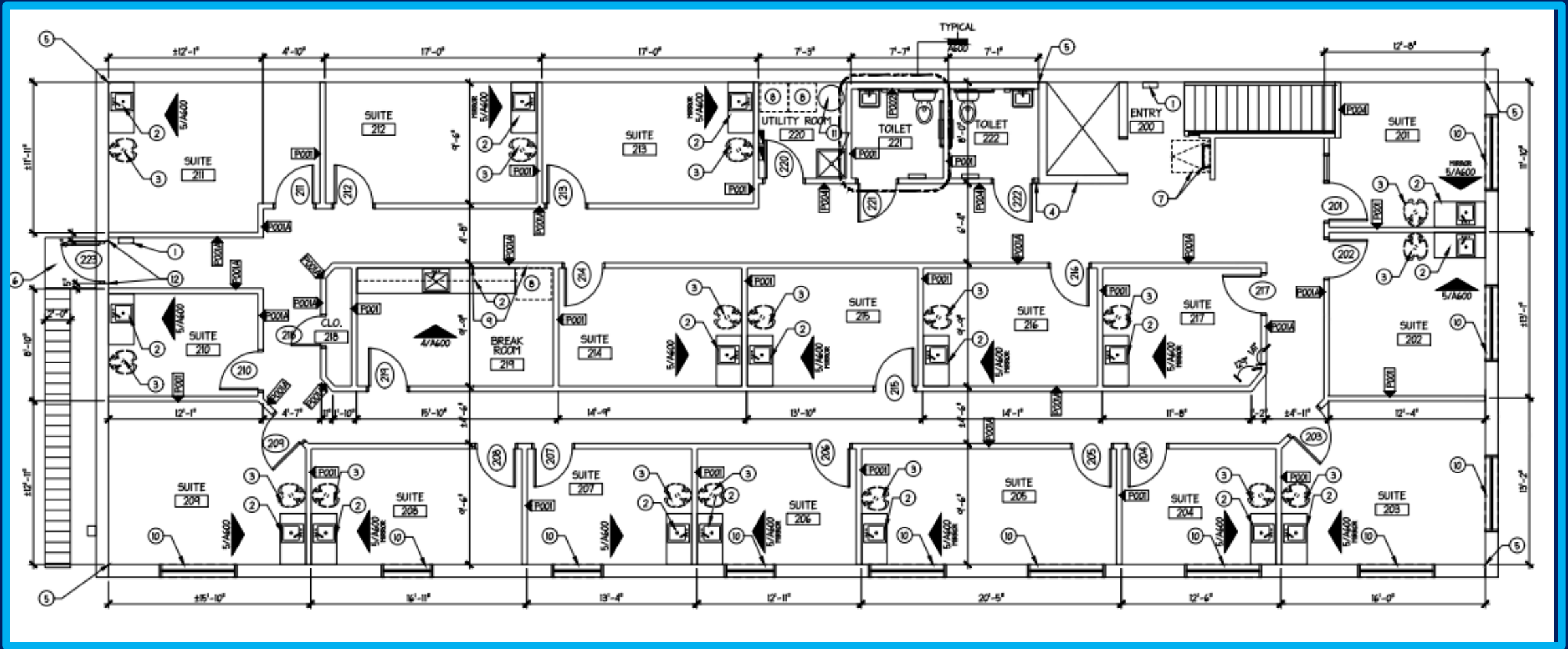
Mowery North Floor Plan (Second Floor) (office)



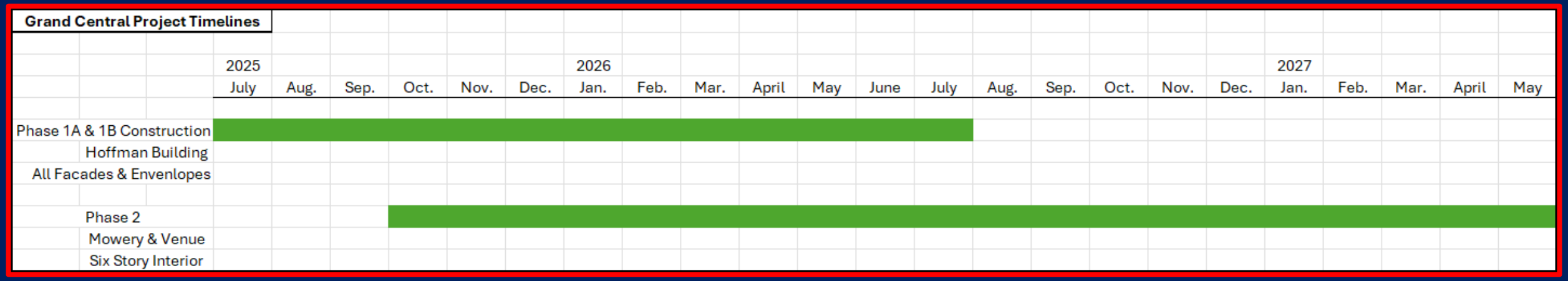
Hoffman Building Floor Plan (First Floor) (salon)



Hoffman Building Floor Plan (Second Floor) (salon)



Construction Schedules



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.)

Grand Central will utilize the existing public parking available in Downtown Winter Haven.

Capital Projects Priority List

Downtown CRA Advisory Committee

Priority	Project
	TECO Wall
	TECO Underground
	Various Park Improvements
	Specific Park/ Item
	Specific Park/ Item
	Specific Park/ Item
	DOT Pond - Phase 1 Construction
	Water Tower - Lighting
	Misc. Improvements: Lighting, Streets, Signs, etc.
	Specific Park/ Item
	Other
	Other

Florence Villa CRA Advisory Committee

Priority	Project
	Neighborhood Service Center Modernization
	Sidewalk And Pedestrian Enhancements
	Bus Shelters
	Property Acquisition
	Micro Transit
	Circulator - Route
	MLK Blvd - Intersections - Visibility
	Misc. Improvements: Lighting, Streets, Signs, etc.
	Other
	Other

Rank 1 – 10 *1 Least priority and 10 the highest priority*

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

April 7, 2025

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

1. Call to Order

Chairman Halman called the meeting to order at 5:32 PM

2. Roll Call

Committee Members Present: Chairman Halman, Vice Chair Williams, Melodie Stevenson, Derrick Baker, Kendra Williams, Betty Smothers, Cecilia Leonard, Deldrick Leonard, and David Wilson, Esq.

Samise Lee confirmed a quorum.

Staff Present: T. Michael Stavres, City Manager; Eric Labbe, Economic Opportunity & Community Investment Director; Angela "Angie" Hibbard, CRA Manager; Samise Lee, CRA Coordinator; Andy Palmer, Parks Planning & Strategic Initiatives Manager; and Joshua Stone, Information Technology Support Supervisor

Public Present: Thirteen (13)

3. Approval of Minutes

a. January 6, 2025

Committee Member Baker motioned for approval of the January 6, 2025 regular meeting minutes. Seconded by Committee Member Stevenson. **Motion carried by unanimous vote (7-0).** *Committee Member Kendra Williams and David Wilson arrived shortly after the vote on the approval of the January 6, 2025 regular meeting minutes.*

4. Reports/Presentations

a. Project Updates/Grants

Andy Palmer provided updates on the progress of the Winter Haven Recreational & Cultural Center project.

Angie Hibbard provided updates on the Residential Improvement Grants and Commercial Façade Grants.

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5. Action Items

a. Commercial Façade Grant - 1654 1ST Street N / Dewdney Plaza

Samise Lee presented Terry Dewdney's application for a Commercial Façade Grant for the enlargement of two storefronts within Dewdney Plaza, located at 1654 1st St. North. The storefronts designated for the enlargement are Hershey's Ice Cream and Exceptional Tutoring. The estimate for the work is $43,462.00 excluding the estimated cost of parts and labor.

Staff recommended approval of the Commercial Façade Grant for the property located at 1654 1st St. North in an amount equal to the final cost of the work but not to exceed $10,000. A copy of the owner's requested scope of the work was attached.

Samise Lee opened the floor for questions and announced that the applicant, Terry Dewdney was present to answer questions. Terry Dewdney approached the podium to talk discuss his proposed project and discontent with the amount being offered in the reimbursement. Discussions ensued.

Committee Member Baker motioned to delay approval of the Commercial Façade Grant for the CRA Board to review for additional funding of Terry Dewdney's project and future Commercial Façade Grants. Seconded by Committee Member Kendra Williams.
Motion failed (1-8).

Committee Member Deldrick Leonard motioned for approval of the Commercial Façade Grant for the property located at 1654 1st Street North in the amount equal to the final cost of the work but not to exceed $10,000. Seconded by Vice Chair Williams. **Motion carried (8-1).**

b. Resolution R-CRA-25-01 - Florence Villa Small Business Development Assistance Program

Eric Labbe presented the Florence Villa Small Business Development Assistance Program. The purpose of the program is to facilitate the development and establishment of new small businesses, and associated jobs, within the Florence Villa Community Redevelopment Area by providing a reimbursement of 10% of construction cost of a project, up to $75,000 for eligible projects within the Florence Villa CRA and a reimbursement of 20% of the construction cost of a project, up to $150,000 for eligible projects that have frontage on First Street North.

Eligible projects include new construction or rehabilitation of existing structures to house new small businesses, defined as independently owned and operated, non-franchised, retail, restaurant, or service industry businesses.

Staff recommended the Florence Villa CRA Advisory Committee recommend approval of Resolution R-CRA-25-01 establishing the Florence Villa Small Business Development Assistance Program development incentive to the CRA Board. A copy of the Resolution R-CRA-

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25-01 was attached.

Eric Labbe opened the floor for questions. Chairman Halman questioned if the program offers assistance to businesses already in existence. Discussions ensued.

Committee Member Baker moved for approval of Resolution R-CRA-25-01 establishing the Florence Villa Small Business Development Assistance Program development incentive to the CRA Board. Seconded by Committee Member Kendra Williams. **Motion carried (8-1).**

c. Memorandum of Understanding – EnviroBuild, LLC

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

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

Staff recommended the Florence Villa CRA Advisory Committee recommend for approval, the Memorandum of Understanding with EnviroBuild, LLC to the CRA Board.

Committee Member Baker recommended *approval of the Memorandum of Understanding with EnviroBuild, LLC to the CRA Board*. Seconded by Committee Member Kendra Williams. **Motion carried by unanimous vote (9-0).**

6. Discussion Items

a. Project Idea Discussion

Angela Hibbard approached the podium to discuss gathering a list of project ideas from the CRA Florence Villa Advisory Committee for the upcoming budget fiscal year 2025-2026. The

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committee decided that they wish to bring current projects on the list from last year's budget to a completion before discussing new projects. Discussions ensued.

7. Other Business

a. Comments from the Committee

Vice Chair Williams questioned how information was being shared on the CRA meetings and various grants. Discussions ensued.

b. Comments from Staff

- Next Regular Meeting Date – June 30, 2025

T. Michael Stavres approached the podium to bring awareness to the Florida State Senate Bill 1242 (2025) and companion House Bill, HB-991 (2025) and its direct impact to the CRA.

c. Comments from the Public

JaQuis McCullough, a resident of Winter Haven, approached to podium to question if an applicant can apply for both the Florence Villa Small Business Development Assistance Program and Commercial Façade Grant and the difference between the two. Discussion ensued with various questions asked and answered.

John Ruffen, President of the Concerned Citizens of Polk County, Inc. and Concerned Citizens of Florida, Inc., questioned why there has not been a specific line item made for Florence Villa businesses. Discussion ensued.

Brandon Moore, a resident of Winter Haven, commented that something that needs to be established for the renovation and expansion of existing businesses. He suggested an increase in the Commercial Façade Grant, another program for existing business, or availing the Commercial Façade Grant to be used more frequently if an increase is not possible. Discussion ensued.

8. Adjournment

Meeting adjourned at 6:46 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

Joe Halman
Committee Chair

ATTEST:

Angela Hibbard
CRA Manager

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

May 5, 2025

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

1. **Call to Order**
   Chairwoman Sands called the meeting to order at 4:31 PM

2. **Roll Call**

   Committee Members Present: Chairwomen Sands; Vice Chair Sammons; Christopher Collany; Rick Renardson; Steve Kalogridis; Dave Dershimer; Jessie Skubna; Panogiotis Iakovidis; and Chris Sexson

   Committee Members Absent: Cyndi Threlkeld

   Samise Lee confirmed a quorum.

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

   Board Members Present: Chairman Yates; Maxie Hunter

   Public Present: Eight (8)

3. **Approval of Minutes**
   a) February 3, 2025
   Chairwoman Sands motioned for approval of the February 3, 2025 regular meeting minutes. Seconded by Committee Member Iakovidis. **Motion carried by unanimous vote (8-0).**

4. **Presentations**
   Angie Hibbard presented updates on the following projects:
   - Skate Park Pavilion & Trail
     - Andie Palmer approached the podium further discuss the Skate Park Repurposing

   Angie Hibbard returned to the podium to continue discussing the following projects:
   - Wayfinding and Gateway Signs Master Plan

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Chairwoman Sands questioned if the next step would be to budget for this project. Discussion ensued.

- Projects Updates/Grants

5. <u>Action Items</u>

a) Residential Improvement Grants – None

b) Commercial Façade Grants

i. Commercial Façade Grant - 600 3rd St SW (State Farm)

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

Staff recommended approval of the Commercial Façade Grant for replacement of a sign for the property located at 600 3rd Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000. A copy of the Business Owner's requested scope of work was attached.

Committee Member Skubna motioned for approval of the Commercial Façade Grant for replacement of a sign for the property located at 600 3rd Street SW. Seconded by Vice Chair Sammons**. Motion carried by unanimous vote (9-0).** <u>Committee Member Sexson arrived later during presentations.</u>

ii. Commercial Façade Grant - 701 6th St SW (Paw Printz Inc)

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

Staff recommended approval of the Commercial Façade Grant for signage removal and replacement for the property located at 701 6th Street SW in an amount equal to seventy-five percent (75%) of the final cost of the work up to the grant reimbursement maximum of $10,000. A copy of the Business Owner's requested scope of work was attached.

Committee Member Skubna motioned for approval of the Commercial Façade Grant for signage removal and replacement for the property located at 701 6th Street SW. Seconded by Committee Member Kalogridis. **Motion carried by unanimous vote (9-0).**

iii. Commercial Façade Grant - 260 Ave A SW (TWOSIXTY SW, LLC)

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

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

Committee Member Kalogridis motioned for approval of the Commercial Façade Grant for six (6) window replacements, replacement of an awning and an exterior pressure wash and repaint for the property located at 260 Avenue A SW. Seconded by Vice Chair Sammons. **Motion carried (8-0).** Committee Member Skubna abstained from voting due to a conflict of interest.

c) Memorandum of Understanding – EnviroBuild, LLC

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

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

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Staff recommended the Downtown CRA Advisory Committee recommend for approval, the Memorandum of Understanding with EnviroBuild, LLC to the CRA Board. A copy of the MOU was attached.

Committee Member Iakovidis recommend for approval, the Memorandum of Understanding with EnviroBuild, LLC to the CRA Board. Seconded by Committee Member Collany. **Motion carried by unanimous vote (9-0).**

d) Demolition Program Reallocation of Funding

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

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

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

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

Staff recommended the Advisory Committee recommend for approval to reallocate $20,000 from line 8220 (grant programs) to Demolitions. A copy of the Resolution R-CRA-22-02 and Demolition Application and Agreement for 232 Avenue B NE was attached.

Committee Member Skubna moved for approval to reallocate $20,000 from line 8220 (grant programs) to Demolitions. Seconded by Committee Member Kalogridis. **Motion carried by unanimous vote (9-0).**

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6. **Other Business**

a) Comments from the Committee

Chairwoman Sands questioned when the next fiscal year's budget would be discussed. Discussions ensued with various questions asked and answered. *A copy of the underlying and forthcoming CRA Projects was attached.*

b) Comments from the Staff

i. Next Regular Meeting Date – July 21, 2025

ii. Eric Labbe mentioned reaching out to Chairwoman Sands in request for a special meeting to take place prior to the July 21, 2025 regular meeting to address an application for development incentive for consideration before the June 9, 2025 CRA Board Meeting.

c) Comments from the Public - None

7. **Adjournment**

Meeting adjourned at 5:16 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

ATTEST:

Julie Sands
Downtown CRA Advisory Committee Chair

Angela Hibbard
CRA Manager

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

May 28, 2025

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

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1. Call to Order

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

2. Roll Call

Committee Members Present: Chairwomen Sands; Vice Chair Sammons; Christopher Collany; Cyndi Threlkeld; Dave Dershimer; Jessie Skubna; and Panogiotis Iakovidis; and Chris Sexson

Committee Members Absent: Rick Renardson; Steve Kalogridis

Staff Present: Eric Labbe, Economic Opportunity & Community Investment Director; Cedric Cox, Economic Opportunity & Community Investment Assistant Director; Angela "Angie" Hibbard, CRA Manager; Samise Lee, CRA Coordinator; and Joshua Stone, Information Technology Support Supervisor; Lawrence Mendies, Police Officer

Board Members Present: Chairman Yates

Public Present: Five (5)

3. Action Items

a) Grand Central Cooperative, LLC Developer's Agreement

Eric Labbe stated that the Grand Central Cooperative, LLC submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Real Estate Development Accelerator (REDA) incentive, a building preservation reimbursement grant, and a water/wastewater connection fee reimbursement, for a redevelopment project known as Grand Central. The requested REDA TIF rebate for this project is 60% rebate for 20 years. The building preservation reimbursement grant is payable in five (5) equal annual payments of $400,000 upon completion of certain performance benchmarks as defined within the agreement. The water/wastewater connection fee reimbursement is payable upon proof of payment of water and wastewater connection fees to the City of Winter Haven and shall not exceed $275,000. The applicant has requested, and provided documentation to support, the aforementioned development incentives.

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.

The Grand Central Project is an effort to redevelop four (4) buildings at the corner of Central Avenue and 3rd Street SW, that have been closed, vacant, and deteriorating for over nine (9) years. The signature building is a 6 story, 26,000 square foot structure, known as the Taylor building. As part of this redevelopment, the Taylor building front façade will be returned to its original historic appearance and is proposed to include a coffee shop, bar, and retail uses on the first floor. Floors 2 through 4 will include co-working space, and floors 5 and 6 will be offices. The next two buildings are referred to as the Mowery North and Mowery South buildings. These are among the oldest existing buildings in Downtown Winter Haven at nearly 110 years old. These buildings will be renovated to restore character and function. The Mowery North building will include a restaurant on the first floor and office space on the second floor. The Mowery South building will be renovated into an event space. The fourth building in this project is the Hoffman building which also fronts on 3rd Street SW and is adjacent to a small City owned parking lot. This building will be renovated into a salon and wellness center and possible office space.

Total project cost is projected to be $20,377,994, of which $10,350,065 is construction cost. The project will be completed in two phases. The first phase (phase 1A & phase 1B) will include the renovation of the exterior of all four (4) buildings as well as the interior renovation of the Hoffman building for the salon and wellness center and potential office space on the second floor. The second phase will include the renovations to the interior of the Mowery north and south buildings and the Taylor building.

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 Developer's Agreement and Grand Central Application was attached.

Committee Member Collany moved for the Developer's Agreement - Grand Central Cooperative, LLC to be forwarded to the CRA Board with their recommendation for approval. Seconded by Committee Member Sexson. **Motion carried by unanimous vote (8-0).**

4. Other Business

a) Comments from the Committee

Chairwoman Sands questioned when the next fiscal year's budget would be discussed. Discussions ensued with various questions asked and answered. *A copy of the underlying and forthcoming CRA Projects was attached.*

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b) Comments from the Staff

i. Next Regular Meeting Date – July 21, 2025

ii. Eric Labbe mentioned reaching out to Chairwoman Sands in request for a special meeting to take place prior to the July 21, 2025 regular meeting to address an application for development incentive for consideration before the June 9, 2025 CRA Board Meeting.

c) Comments from the Public - None

5. Adjournment

Meeting adjourned at 5:29 PM

WINTER HAVEN DOWNTOWN CRA ADVISORY COMMITTEE

Julie Sands
Downtown CRA Advisory Committee Chair

ATTEST:

Angela Hibbard
CRA Manager

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