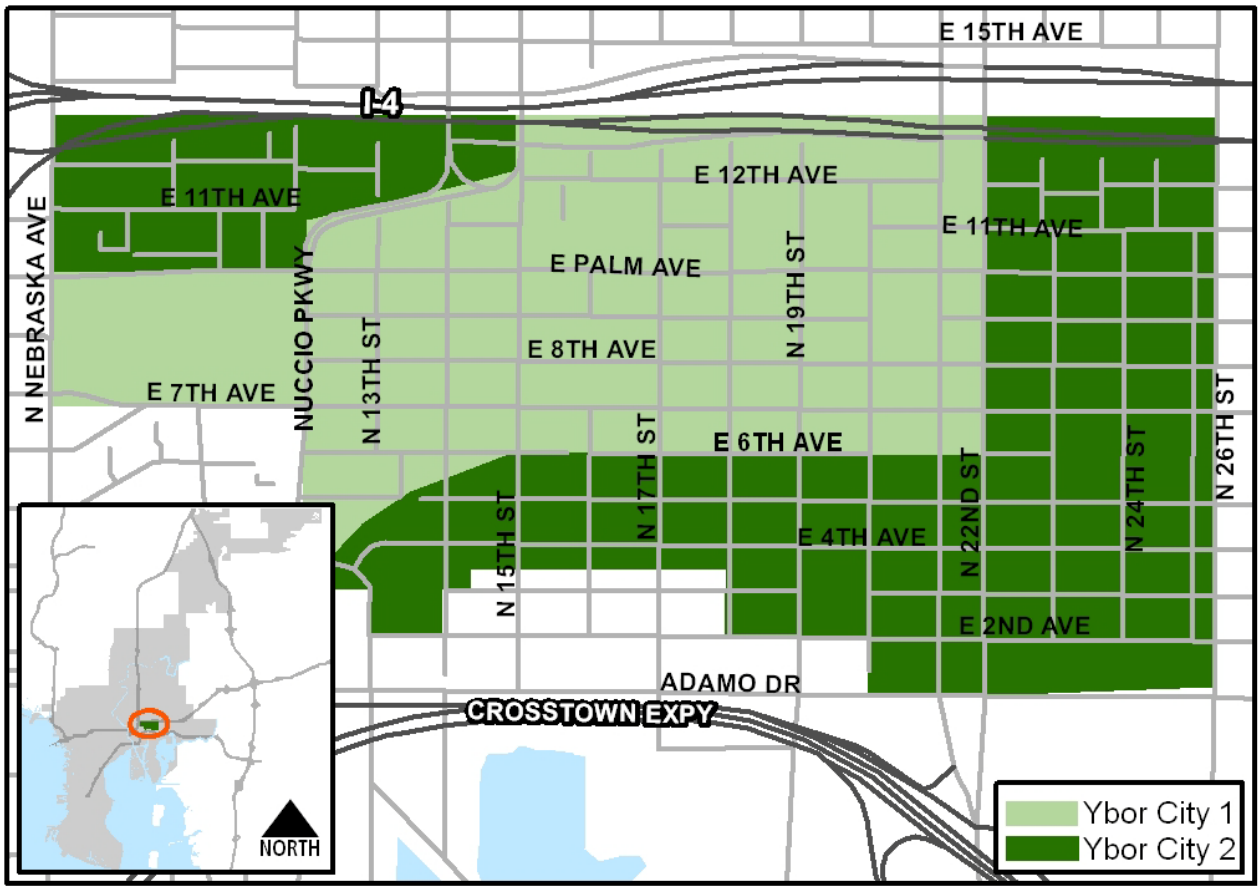
City of Tampa
Community Redevelopment Agency

Ybor City CRAs

Community Advisory Committee Reference Manual



COMMUNITY ADVISORY COMMITTEE MEMBER REFERENCE MANUAL

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163.330 Short title.—This part shall be known and may be cited as the “Community Redevelopment Act of 1969.”
History.—s. 1, ch. 69-305.
163.335 Findings and declarations of necessity.—
(1) It is hereby found and declared that there exist in counties and municipalities of the state slum and blighted areas which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.
(2) It is further found and declared that certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of property in such areas.
(3) It is further found and declared that the powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.
(4) It is further found that coastal resort and tourist areas or portions thereof which are deteriorating and economically distressed due to building density patterns, inadequate transportation and parking facilities, faulty lot layout, or inadequate street layout, could, through the means provided in this part, be revitalized and redeveloped in a manner that will vastly improve the economic and social conditions of the community.
(5) It is further found and declared that the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the

purposes of such taxing authorities and is for their respective purposes and concerns. This subsection does not apply in any jurisdiction where the community redevelopment agency validated bonds as of April 30, 1984.

(6) It is further found and declared that there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern and is for a valid and desirable public purpose.

(7) It is further found and declared that the prevention or elimination of a slum area or blighted area as defined in this part and the preservation or enhancement of the tax base are not public uses or purposes for which private property may be taken by eminent domain and do not satisfy the public purpose requirement of s. 6(a), Art. X of the State Constitution.

History.—s. 2, ch. 69-305; ss. 1, 22, ch. 84-356; s. 1, ch. 98-201; s. 6, ch. 2006-11.

163.336 Coastal resort area redevelopment pilot project.—

(1) LEGISLATIVE INTENT.—

(a) The Legislature recognizes that some coastal resort and tourist areas are deteriorating and declining as recreation and tourist centers. It is appropriate to undertake a pilot project to determine the feasibility of encouraging redevelopment of economically distressed coastal properties to allow full utilization of existing urban infrastructure such as roads and utility lines. Such activities can have a beneficial impact on local and state economies and provide job opportunities and revitalization of urban areas.

(b) The Department of Environmental Protection shall administer a pilot project for redevelopment of economically distressed coastal resort and tourist areas. Such a pilot project shall be administered in the coastal areas of Florida's Atlantic Coast between the St. Johns River entrance and Ponce de Leon Inlet.

(2) PILOT PROJECT ADMINISTRATION.—

(a) To be eligible to participate in this pilot project, all or a portion of the area must be within:

1. The coastal building zone as defined in s. 161.54; and

2. A community redevelopment area, enterprise zone, brownfield area, empowerment zone, or other such economically deprived areas as designated by the county or municipality with jurisdiction over the area.

(b) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote redevelopment and revitalization within the pilot project areas.

(c) The Office of the Governor, Department of Environmental Protection, and the Department of Community Affairs are directed to provide technical assistance to expedite permitting for redevelopment projects and construction activities within the pilot project areas consistent with the principles, processes, and timeframes provided in s. 403.973.

(d) The Department of Environmental Protection shall exempt construction activities within the pilot project area in locations seaward of a coastal construction control line and landward of existing armoring from certain siting and design criteria pursuant to s. 161.053. However, such exemption shall not be deemed to exempt property within the pilot project area from applicable local land development regulations, including but not

limited to, setback, side lot line, and lot coverage requirements. Such exemption shall apply to construction and redevelopment of structures involving the coverage, excavation, and impervious surface criteria of s. 161.053, and related adopted rules, as follows:

1. This review by the department of applications for permits for coastal construction within the pilot project area must apply to construction and redevelopment of structures subject to the coverage, excavation, and impervious surface criteria of s. 161.053, and related adopted rules. It is the intent of these provisions that the pilot project area be enabled to redevelop in a manner which meets the economic needs of the area while preserving public safety and existing resources, including natural resources.

2. The criteria for review under s. 161.053 are applicable within the pilot project area, except that the structures within the pilot project area shall not be subject to specific shore parallel coverage requirements and are allowed to exceed the 50 percent impervious surface requirement. In no case shall stormwater discharge be allowed onto, or seaward of, the frontal dune. Structures are also not bound by the restrictions on excavation unless the construction will adversely affect the integrity of the existing seawall or rigid coastal armoring structure or stability of the existing beach and dune system. It is specifically contemplated that underground structures, including garages, will be permitted. All beach-compatible material excavated under this subparagraph must be maintained on site seaward of the coastal construction control line. However, during the permit review process under s. 161.053, the department may favorably consider authorized sand placement on adjacent properties if the permittee has demonstrated every reasonable effort to effectively use all beach-quality material on site to enhance the beach and dune system and has prepared a comprehensive plan for beach and dune nourishment for the adjoining area.

3. The review criteria in subparagraph 2. will apply to all construction within the pilot project area lying seaward of the coastal construction control line and landward of an existing viable seawall or rigid coastal armoring structure, if such construction is fronted by a seawall or rigid coastal armoring structure extending at least 1,000 feet without any interruptions other than beach access points. For purposes of this section, a viable seawall or rigid coastal armoring structure is a structure that has not deteriorated, dilapidated, or been damaged to such a degree that it no longer provides adequate protection to the upland property when considering the following criteria, including, but not limited to:

a. The top must be at or above the still water level, including setup, for the design storm of 30-year return storm plus the breaking wave calculated at its highest achievable level based on the maximum eroded beach profile and highest surge level combination, and must be high enough to preclude runup overtopping;

b. The armoring must be stable under the design storm of 30-year return storm including maximum localized scour, with adequate penetration; and

c. The armoring must have sufficient continuity or return walls to prevent flooding under the design storm of 30-year return storm from impacting the proposed construction.

4. Where there exists a continuous line of rigid coastal armoring structure on either side of unarmored property and the adjacent line of rigid coastal armoring structures are having an adverse effect on or threaten the unarmored property, and the gap does not exceed 100 feet, the department may grant the necessary permits under s. 161.085 to close the gap.

5. Structures approved pursuant to this section shall not cause flooding of or result in

adverse impacts to existing upland structures or properties and shall comply with all other requirements of s. 161.053 and its implementing rules.
6. Where there exists a continuous line of viable rigid coastal armoring structure on either side of a nonviable rigid coastal armoring structure, the department shall grant the necessary permits under s. 161.085 to replace such nonviable rigid coastal armoring structure with a viable rigid coastal armoring structure as defined in this section. This shall not apply to rigid coastal armoring structures constructed after May 1, 1998, unless such structures have been permitted pursuant to s. 161.085(2).
(3) PILOT PROJECT EXPIRATION.—The authorization for the pilot project and the provisions of this section expire December 31, 2014. The department and affected local governments shall provide for an independent analysis of the economic value and environmental impact of the pilot project and provide a report to the Speaker of the House of Representatives and the President of the Senate on or before February 1, 2008.
History.—s. 4, ch. 98-201; s. 1, ch. 2002-294; s. 3, ch. 2006-68.
163.340 Definitions.—The following terms, wherever used or referred to in this part, have the following meanings:
(1) “Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. 163.356 or s. 163.357.
(2) “Public body” means the state or any county, municipality, authority, special district as defined in s. 165.031(5), or other public body of the state, except a school district.
(3) “Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.
(4) “Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.
(5) “Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.
(6) “Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.
(7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:
(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
(c) The existence of conditions that endanger life or property by fire or other causes.
(8) “Blighted area” means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:
(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes

have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Inadequate and outdated building density patterns;
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
(h) Tax or special assessment delinquency exceeding the fair value of the land;
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
(j) Incidence of crime in the area higher than in the remainder of the county or municipality;
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (n) are present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted. Such agreement or resolution shall only determine that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

(9) “Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.
(10) “Community redevelopment area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11) “Community redevelopment plan” means a plan, as it exists from time to time, for a community redevelopment area.
(12) “Related activities” means:
(a) Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. 163.365.
(b) The functions related to the acquisition and disposal of real property pursuant to s. 163.370(4).
(c) The development of affordable housing for residents of the area.
(d) The development of community policing innovations.
(13) “Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.
(14) “Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.
(15) “Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.
(16) “Person” means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.
(17) “Area of operation” means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.
(18) “Housing authority” means a housing authority created by and established pursuant to chapter 421.
(19) “Board” or “commission” means a board, commission, department, division, office, body or other unit of the county or municipality.
(20) “Public officer” means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.
(21) “Debt service millage” means any millage levied pursuant to s. 12, Art. VII of the State Constitution.
(22) “Increment revenue” means the amount calculated pursuant to s. 163.387(1).
(23) “Community policing innovation” means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.
(24) “Taxing authority” means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.
History.—s. 3, ch. 69-305; s. 1, ch. 77-391; s. 1, ch. 81-44; s. 3, ch. 83-231; ss. 2, 22, ch. 84-356; s. 83, ch. 85-180; s. 72, ch. 87-243; s. 33, ch. 91-45; s. 1, ch. 93-286; s. 1, ch. 94-236; s. 1447, ch. 95-147; s. 2, ch. 98-201; s. 1, ch. 98-314; s. 2, ch. 2002-294; s. 7, ch. 2006-11; s. 1, ch. 2006-307.

163.345 Encouragement of private enterprise.—

(1) Any county or municipality, to the greatest extent it determines to be feasible in carrying out the provisions of this part, shall afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. Any county or municipality shall give consideration to this objective in exercising its powers under this part, including the formulation of a workable program; the approval of community redevelopment plans, communitywide plans or programs for community redevelopment, and general neighborhood redevelopment plans (consistent with the general plan of the county or municipality); the development and implementation of community policing innovations; the exercise of its zoning powers; the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements; the development of affordable housing; the disposition of any property acquired, subject to the limitations of s. 73.013; and the provision of necessary public improvements.

(2) In giving consideration to the objectives outlined in subsection (1), the county or municipality shall consider making available the incentives provided under the Florida Enterprise Zone Act and chapter 420.

History.—s. 4, ch. 69-305; s. 4, ch. 83-231; s. 2, ch. 94-236; s. 2, ch. 98-314; s. 26, ch. 2001-60; s. 12, ch. 2005-287; s. 8, ch. 2006-11.

163.346 Notice to taxing authorities.—Before the governing body adopts any resolution or enacts any ordinance required under s. 163.355, s. 163.356, s. 163.357, or s. 163.387; creates a community redevelopment agency; approves, adopts, or amends a community redevelopment plan; or issues redevelopment revenue bonds under s. 163.385, the governing body must provide public notice of such proposed action pursuant to s. 125.66(2) or s. 166.041(3)(a) and, at least 15 days before such proposed action, mail by registered mail a notice to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area.

History.—s. 8, ch. 84-356; s. 2, ch. 93-286; s. 13, ch. 95-310.

163.350 Workable program.—Any county or municipality for the purposes of this part may formulate for the county or municipality a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed community rehabilitation, to provide for the redevelopment of slum and blighted areas, to provide housing affordable to residents of low or moderate income, including the elderly, or to undertake such of the aforesaid activities or other feasible county or municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include provision for the prevention of the spread of blight into areas of the county or municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of slum and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements, encouraging voluntary rehabilitation, and compelling the repair and rehabilitation of deteriorated or deteriorating structures; the development of affordable housing; the implementation of community policing innovations; and the clearance and redevelopment of slum and blighted areas or portions thereof.

History.—s. 5, ch. 69-305; s. 3, ch. 84-356; s. 3, ch. 94-236; s. 3, ch. 98-314.

163.353 Power of taxing authority to tax or appropriate funds to a redevelopment trust fund in order to preserve and enhance the tax base of the authority.—Notwithstanding any other provision of general or special law, the purposes for which a taxing authority may levy taxes or appropriate funds to a redevelopment trust fund include the preservation and enhancement of the tax base of such taxing authority and the furthering of the purposes of such taxing authority as provided by law.
History.—s. 21, ch. 84-356.
163.355 Finding of necessity by county or municipality.—No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:
(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and
(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.
History.—s. 6, ch. 69-305; s. 4, ch. 84-356; s. 4, ch. 94-236; s. 3, ch. 2002-294.
163.356 Creation of community redevelopment agency.—
(1) Upon a finding of necessity as set forth in s. 163.355, and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a "community redevelopment agency." A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.
(2) When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority's governing body, whose membership on the board of

commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a) A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b) The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff. An agency authorized to transact business and exercise powers under this part shall file with the governing body, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.

(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

(4) The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.

History.—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307.

163.357 Governing body as the community redevelopment agency.—

(1)(a) As an alternative to the appointment of not fewer than five or more than seven members of the agency, the governing body may, at the time of the adoption of a resolution under s. 163.355, or at any time thereafter by adoption of a resolution,

declare itself to be an agency, in which case all the rights, powers, duties, privileges, and immunities vested by this part in an agency will be vested in the governing body of the county or municipality, subject to all responsibilities and liabilities imposed or incurred.

(b) The members of the governing body shall be the members of the agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the county or municipality. If the governing body declares itself to be an agency which already exists, the new agency is subject to all of the responsibilities and liabilities imposed or incurred by the existing agency.

(c) A governing body which consists of five members may appoint two additional persons to act as members of the community redevelopment agency. The terms of office of the additional members shall be for 4 years, except that the first person appointed shall initially serve a term of 2 years. Persons appointed under this section are subject to all provisions of this part relating to appointed members of a community redevelopment agency.

(d) As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority's governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(2) Nothing in this part prevents the governing body from conferring the rights, powers, privileges, duties, and immunities of a community redevelopment agency upon any entity in existence on July 1, 1977, which has been authorized by law to function as a downtown development board or authority or as any other body the purpose of which is to prevent and eliminate slums and blight through community redevelopment plans. Any entity in existence on July 1, 1977, which has been vested with the rights, powers, privileges, duties, and immunities of a community redevelopment agency is subject to all provisions and responsibilities imposed by this part, notwithstanding any provisions to the contrary in any law or amendment thereto which established the entity. Nothing in this act shall be construed to impair or diminish any powers of any redevelopment agency or other entity as referred to herein in existence on the effective date of this act or to repeal, modify, or amend any law establishing such entity, except as specifically set forth herein.

History.—s. 2, ch. 77-391; s. 75, ch. 79-400; s. 2, ch. 83-231; s. 5, ch. 84-356; s. 3, ch. 2006-307.

163.358 Exercise of powers in carrying out community redevelopment and related activities.—Each county and municipality has all powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including those powers granted under s. 163.370. A county or municipality may delegate such powers to a community redevelopment agency created under s. 163.356, except the following, which continue to vest in the governing body of the county or municipality:

(1) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.

(2) The power to grant final approval to community redevelopment plans and modifications thereof.

(3) The power to authorize the issuance of revenue bonds as set forth in s. 163.385.

(4) The power to approve the acquisition, demolition, removal, or disposal of property as provided in s. 163.370(4) and the power to assume the responsibility to bear loss as provided in s. 163.370(4).
(5) The power to approve the development of community policing innovations.
(6) The power of eminent domain.
History.—s. 2, ch. 77-391; s. 70, ch. 81-259; s. 7, ch. 84-356; s. 34, ch. 91-45; s. 5, ch. 98-314; s. 9, ch. 2006-11.
163.360 Community redevelopment plans.—
(1) Community redevelopment in a community redevelopment area shall not be planned or initiated unless the governing body has, by resolution, determined such area to be a slum area, a blighted area, or an area in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, or a combination thereof, and designated such area as appropriate for community redevelopment.
(2) The community redevelopment plan shall:
(a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.
(b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.
(c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area.
(3) The community redevelopment plan may provide for the development and implementation of community policing innovations.
(4) The county, municipality, or community redevelopment agency may itself prepare or cause to be prepared a community redevelopment plan, or any person or agency, public or private, may submit such a plan to a community redevelopment agency. Prior to its consideration of a community redevelopment plan, the community redevelopment agency shall submit such plan to the local planning agency of the county or municipality for review and recommendations as to its conformity with the comprehensive plan for the development of the county or municipality as a whole. The local planning agency shall submit its written recommendations with respect to the conformity of the proposed community redevelopment plan to the community redevelopment agency within 60 days after receipt of the plan for review. Upon receipt of the recommendations of the local planning agency, or, if no recommendations are received within such 60 days, then without such recommendations, the community redevelopment agency may proceed with its consideration of the proposed community redevelopment plan.
(5) The community redevelopment agency shall submit any community redevelopment plan it recommends for approval, together with its written recommendations, to the governing body and to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. The governing body shall then proceed with the hearing on the proposed community redevelopment plan as prescribed by subsection (6).
(6)(a) The governing body shall hold a public hearing on a community redevelopment

plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the hearing, identify generally the community redevelopment area covered by the plan, and outline the general scope of the community redevelopment plan under consideration.

(b) For any governing body that has not authorized by June 5, 2006, a study to consider whether a finding of necessity resolution pursuant to s. 163.355 should be adopted, has not adopted a finding of necessity resolution pursuant to s. 163.355 by March 31, 2007, has not adopted a community redevelopment plan by June 7, 2007, and was not authorized to exercise community redevelopment powers pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter, the following additional procedures are required prior to adoption by the governing body of a community redevelopment plan under subsection (7):

1. Within 30 days after receipt of any community redevelopment plan recommended by a community redevelopment agency under subsection (5), the county may provide written notice by registered mail to the governing body of the municipality and to the community redevelopment agency that the county has competing policy goals and plans for the public funds the county would be required to deposit to the community redevelopment trust fund under the proposed community redevelopment plan.

2. If the notice required in subparagraph 1. is timely provided, the governing body of the county and the governing body of the municipality that created the community redevelopment agency shall schedule and hold a joint hearing co-chaired by the chair of the governing body of the county and the mayor of the municipality, with the agenda to be set by the chair of the governing body of the county, at which the competing policy goals for the public funds shall be discussed. For those community redevelopment agencies for which the board of commissioners of the community redevelopment agency are comprised as specified in s. 163.356(2), a designee of the community redevelopment agency shall participate in the joint meeting as a nonvoting member. Any such hearing must be held within 90 days after receipt by the county of the recommended community redevelopment plan. Prior to the joint public hearing, the county may propose an alternative redevelopment plan that meets the requirements of this section to address the conditions identified in the resolution making a finding of necessity required by s. 163.355. If such an alternative redevelopment plan is proposed by the county, such plan shall be delivered to the governing body of the municipality that created the community redevelopment agency and to the executive director or other officer of the community redevelopment agency by registered mail at least 30 days prior to holding the joint meeting.

3. If the notice required in subparagraph 1. is timely provided, the municipality may not proceed with the adoption of the plan under subsection (7) until 30 days after the joint hearing unless the governing body of the county has failed to schedule or a majority of the members of the governing body of the county have failed to attend the joint hearing within the required 90-day period.

4. Notwithstanding the time requirements established in subparagraphs 2. and 3., the county and the municipality may at any time voluntarily use the dispute resolution process established in chapter 164 to attempt to resolve any competing policy goals between the county and municipality related to the community redevelopment agency. Nothing in this subparagraph grants the county or the municipality the authority to require the other local government to participate in the dispute resolution process.

(7) Following such hearing, the governing body may approve the community redevelopment and the plan therefor if it finds that:
(a) A feasible method exists for the location of families who will be displaced from the community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;
(b) The community redevelopment plan conforms to the general plan of the county or municipality as a whole;
(c) The community redevelopment plan gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans;
(d) The community redevelopment plan will afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise; and
(e) The community redevelopment plan and resulting revitalization and redevelopment for a coastal tourist area that is deteriorating and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for property against exposure to natural disasters.
(8) If the community redevelopment area consists of an area of open land to be acquired by the county or the municipality, such area may not be so acquired unless:
(a) In the event the area is to be developed in whole or in part for residential uses, the governing body determines:
1. That a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the county or municipality;
2. That the need for housing accommodations has increased in the area;
3. That the conditions of blight in the area or the shortage of decent, safe, affordable, and sanitary housing cause or contribute to an increase in and spread of disease and crime or constitute a menace to the public health, safety, morals, or welfare; and
4. That the acquisition of the area for residential uses is an integral part of and is essential to the program of the county or municipality.
(b) In the event the area is to be developed in whole or in part for nonresidential uses, the governing body determines that:
1. Such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.
2. Acquisition may require the exercise of governmental action, as provided in this part, because of:
a. Defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land;
b. Tax delinquency;
c. Improper subdivisions;
d. Outmoded street patterns;
e. Deterioration of site;
f. Economic disuse;
g. Unsuitable topography or faulty lot layouts;
h. Lack of correlation of the area with other areas of a county or municipality by streets

and modern traffic requirements; or

i. Any combination of such factors or other conditions which retard development of the area.

3. Conditions of blight in the area contribute to an increase in and spread of disease and crime or constitute a menace to public health, safety, morals, or welfare.

(9) Upon the approval by the governing body of a community redevelopment plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective community redevelopment area, and the county or municipality may then cause the community redevelopment agency to carry out such plan or modification in accordance with its terms.

(10) Notwithstanding any other provisions of this part, when the governing body certifies that an area is in need of redevelopment or rehabilitation as a result of an emergency under s. 252.34(3), with respect to which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a “blighted area,” and the governing body may approve a community redevelopment plan and community redevelopment with respect to such area without regard to the provisions of this section requiring a general plan for the county or municipality and a public hearing on the community redevelopment.

History.—s. 7, ch. 69-305; s. 3, ch. 77-391; s. 5, ch. 83-231; s. 6, ch. 83-334; s. 9, ch. 84-356; s. 26, ch. 85-55; s. 3, ch. 93-286; s. 5, ch. 94-236; s. 3, ch. 98-201; s. 6, ch. 98-314; s. 63, ch. 99-2; s. 4, ch. 2006-307; s. 33, ch. 2011-139.

163.361 Modification of community redevelopment plans.—

(1) If at any time after the approval of a community redevelopment plan by the governing body it becomes necessary or desirable to amend or modify such plan, the governing body may amend such plan upon the recommendation of the agency. The agency recommendation to amend or modify a redevelopment plan may include a change in the boundaries of the redevelopment area to add land to or exclude land from the redevelopment area, or may include the development and implementation of community policing innovations.

(2) The governing body shall hold a public hearing on a proposed modification of any community redevelopment plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the agency.

(3)(a) In addition to the requirements of s. 163.346, and prior to the adoption of any modification to a community redevelopment plan that expands the boundaries of the community redevelopment area or extends the time certain set forth in the redevelopment plan as required by s. 163.362(10), the agency shall report such proposed modification to each taxing authority in writing or by an oral presentation, or both, regarding such proposed modification.

(b) For any community redevelopment agency that was not created pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter and that modifies its adopted community redevelopment plan in a manner that expands the boundaries of the redevelopment area after October 1, 2006, the following additional procedures are required prior to adoption by the governing body of a modified community redevelopment plan:

1. Within 30 days after receipt of any report of a proposed modification that expands the boundaries of the redevelopment area, the county may provide notice by registered mail to the governing body of the municipality and the community redevelopment agency that the county has competing policy goals and plans for the public funds the county would

be required to deposit to the community redevelopment trust fund under the proposed modification to the community redevelopment plan.

2. If the notice required in subparagraph 1. is timely provided, the governing body of the county and the governing body of the municipality that created the community redevelopment agency shall schedule and hold a joint hearing co-chaired by the chair of the governing body of the county and the mayor of the municipality, with the agenda to be set by the chair of the governing body of the county, at which the competing policy goals for the public funds shall be discussed. For those community redevelopment agencies for which the board of commissioners of the community redevelopment agency are comprised as specified in s. 163.356(2), a designee of the community redevelopment agency shall participate in the joint meeting as a nonvoting member. Any such hearing shall be held within 90 days after receipt by the county of the recommended modification of the adopted community redevelopment plan. Prior to the joint public hearing, the county may propose an alternative modified community redevelopment plan that meets the requirements of s. 163.360 to address the conditions identified in the resolution making a finding of necessity required under s. 163.355. If such an alternative modified redevelopment plan is proposed by the county, such plan shall be delivered to the governing body of the municipality that created the community redevelopment agency and the executive director or other officer of the community redevelopment agency by registered mail at least 30 days prior to holding the joint meeting.

3. If the notice required in subparagraph 1. is timely provided, the municipality may not proceed with the adoption of a modified plan until 30 days after the joint hearing unless the governing body of the county has failed to schedule or a majority of the members of the governing body of the county have failed to attend the joint hearing within the required 90-day period.

4. Notwithstanding the time requirements established in subparagraphs 2. and 3., the county and the municipality may at any time voluntarily use the dispute resolution process established in chapter 164 to attempt to resolve any competing policy goals between the county and municipality related to the community redevelopment agency. Nothing in this subparagraph grants the county or the municipality the authority to require the other local government to participate in the dispute resolution process.

(4) A modification to a community redevelopment plan that includes a change in the boundaries of the redevelopment area to add land must be supported by a resolution as provided in s. 163.355.

(5) If a community redevelopment plan is modified by the county or municipality after the lease or sale of real property in the community redevelopment area, such modification may be conditioned upon such approval of the owner, lessee, or successor in interest as the county or municipality may deem advisable and, in any event, shall be subject to such rights at law or in equity as a lessee or purchaser, or his or her successor or successors in interest, may be entitled to assert.

History.—s. 4, ch. 77-391; s. 6, ch. 83-231; s. 904, ch. 95-147; s. 7, ch. 98-314; s. 5, ch. 2002-294; s. 5, ch. 2006-307.

163.362 Contents of community redevelopment plan.—Every community redevelopment plan shall:

(1) Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

(2) Show by diagram and in general terms:

(a) The approximate amount of open space to be provided and the street layout.

(b) Limitations on the type, size, height, number, and proposed use of buildings.
(c) The approximate number of dwelling units.
(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
(3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
(4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.
(5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.
(6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.
(7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.
(8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.
(9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.
(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.
(11) Subsections (1), (3), (4), and (8), as amended by s. 10, chapter 84-356, Laws of Florida, and subsections (9) and (10) do not apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body has approved and adopted a community redevelopment plan pursuant to s. 163.360 before chapter 84-356 became a law; nor do they apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body or agency has adopted an ordinance or resolution authorizing the issuance of any bonds, notes, or other forms of indebtedness to which is pledged increment revenues pursuant only to a community redevelopment plan as approved and adopted before chapter 84-356 became a law.
History.—s. 5, ch. 77-391; s. 7, ch. 83-231; ss. 10, 22, ch. 84-356; s. 5, ch. 93-286; s. 6, ch. 94-236; s. 6, ch. 2002-294.

163.365 Neighborhood and communitywide plans.—
(1) Any municipality or county or any public body authorized to perform planning work may prepare a general neighborhood redevelopment plan for a community redevelopment area or areas, together with any adjoining areas having specially related problems, which may be of such scope that redevelopment activities may have to be carried out in stages. Such plans may include, but not be limited to, a preliminary plan which:
(a) Outlines the community redevelopment activities proposed for the area involved;
(b) Provides a framework for the preparation of community redevelopment plans; and
(c) Indicates generally the land uses, population density, building coverage, prospective requirements for rehabilitation and improvement of property and portions of the area contemplated for clearance and redevelopment.

A general neighborhood redevelopment plan shall, in the determination of the governing body, conform to the general plan of the locality as a whole and the workable program of the county or municipality.

(2) Any county or municipality or any public body authorized to perform planning work may prepare or complete a communitywide plan or program for community redevelopment which shall conform to the general plan for the development of the county or municipality as a whole and may include, but not be limited to, identification of slum or blighted areas, measurement of blight, determination of resources needed and available to renew such areas, identification of potential project areas and types of action contemplated, including the development of affordable housing if needed and appropriate for the area, and scheduling of community redevelopment activities.
(3) Authority is hereby vested in every county and municipality to prepare, adopt, and revise from time to time a general plan for the physical development of the county or municipality as a whole (giving due regard to the environs and metropolitan surroundings), to establish and maintain a planning commission for such purpose and related county or municipal planning activities, and to make available and to appropriate necessary funds therefor.
History.—s. 8, ch. 69-305; s. 7, ch. 94-236.
163.367 Public officials, commissioners, and employees subject to code of ethics.—
(1) The officers, commissioners, and employees of a community redevelopment agency created by, or designated pursuant to, s. 163.356 or s. 163.357 shall be subject to the provisions and requirements of part III of chapter 112.
(2) If any such official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding 2 years, any interest, direct or indirect, in any property which he or she knows is included or planned to be included in a community redevelopment area, he or she shall immediately disclose this fact in the manner provided in part III of chapter 112. Any disclosure required to be made by this section shall be made prior to taking any official action pursuant to this section.
(3) No commissioner or other officer of any community redevelopment agency, board, or commission exercising powers pursuant to this part shall hold any other public office under the county or municipality other than his or her commissionership or office with respect to such community redevelopment agency, board, or commission.
History.—s. 6, ch. 77-391; s. 76, ch. 79-400; s. 8, ch. 83-231; s. 905, ch. 95-147.
163.370 Powers; counties and municipalities; community redevelopment agencies.—
(1) Counties and municipalities may not exercise the power of eminent domain for the

purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) Every county and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.

2. Demolition and removal of buildings and improvements.

3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.

4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.

5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.

6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.

7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the

agency to accomplish the community redevelopment plan.
10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.
(e) Within the community redevelopment area:
1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.
3. To hold, improve, clear, or prepare for redevelopment any such property.
4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
6. To enter into any contracts necessary to effectuate the purposes of this part.
7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.
(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.
(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community

redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.

2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.

3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be

installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

History.—s. 9, ch. 69-305; s. 7, ch. 77-391; s. 11, ch. 84-356; s. 7, ch. 93-286; s. 8, ch. 94-236; s. 8, ch. 98-314; s. 10, ch. 2006-11; s. 6, ch. 2006-307; s. 9, ch. 2007-5.

163.380 Disposal of property in community redevelopment area.—The disposal of property in a community redevelopment area which is acquired by eminent domain is subject to the limitations set forth in s. 73.013.

(1) Any county, municipality, or community redevelopment agency may sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person, or may retain such property for public use, and may enter into contracts with respect thereto for residential, recreational, commercial, industrial, educational, or other uses, in accordance with the community redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this part. However, such sale, lease, other transfer, or retention, and any agreement relating thereto, may be made only after the approval of the community redevelopment plan by the governing body. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the community redevelopment plan and may be obligated to comply with such other requirements as the county, municipality, or community redevelopment agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time.

(2) Such real property or interest shall be sold, leased, otherwise transferred, or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as any county, municipality, or community redevelopment agency may prescribe. In determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or

community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser or lessee or by the county, municipality, or community redevelopment agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing. The county, municipality, or community redevelopment agency may provide in any instrument of conveyance to a private purchaser or lessee that such purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the county, municipality, or community redevelopment agency until the purchaser or lessee has completed the construction of any or all improvements which he or she has obligated himself or herself to construct thereon. Real property acquired by the county, municipality, or community redevelopment agency which, in accordance with the provisions of the community redevelopment plan, is to be transferred shall be transferred as rapidly as feasible in the public interest, consistent with the carrying out of the provisions of the community redevelopment plan. Any contract for such transfer and the community redevelopment plan, or such part or parts of such contract or plan as the county, municipality, or community redevelopment agency may determine, may be recorded in the land records of the clerk of the circuit court in such manner as to afford actual or constructive notice thereof.

(3)(a) Prior to disposition of any real property or interest therein in a community redevelopment area, any county, municipality, or community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section, invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof. Such notice shall identify the area or portion thereof and shall state that proposals must be made by those interested within 30 days after the date of publication of the notice and that such further information as is available may be obtained at such office as is designated in the notice. The county, municipality, or community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the county, municipality, or community redevelopment agency may negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area. The county, municipality, or community redevelopment agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this part. Except in the case of a governing body acting as the agency, as provided in s. 163.357, a notification of intention to accept such proposal must be filed with the governing body not less than 30 days prior to any such acceptance. Thereafter, the county, municipality, or community redevelopment agency may execute such contract in accordance with the provisions of subsection (1) and deliver deeds, leases, and other instruments and take

all steps necessary to effectuate such contract.

(b) Any county, municipality, or community redevelopment agency that, pursuant to the provisions of this section, has disposed of a real property project with a land area in excess of 20 acres may acquire an expanded area that is immediately adjacent to the original project and less than 35 percent of the land area of the original project, by purchase as provided in this chapter, and negotiate a disposition of such expanded area directly with the person who acquired the original project without complying with the disposition procedures established in paragraph (a), provided the county, municipality, or community redevelopment agency adopts a resolution making the following findings:

1. It is in the public interest to expand such real property project to an immediately adjacent area.

2. The expanded area is less than 35 percent of the land area of the original project.

3. The expanded area is entirely within the boundary of the community redevelopment area.

(4) Any county, municipality, or community redevelopment agency may temporarily operate and maintain real property acquired by it in a community redevelopment area for or in connection with a community redevelopment plan pending the disposition of the property as authorized in this part, without regard to the provisions of subsection (1), for such uses and purposes as may be deemed desirable, even though not in conformity with the community redevelopment plan.

(5) If any conflict exists between the provisions of this section and s. 159.61, the provisions of this section govern and supersede those of s. 159.61.

(6) Notwithstanding any provision of this section, if a community redevelopment area is established by the governing body for the redevelopment of property located on a closed military base within the governing body's boundaries, the procedures for disposition of real property within that community redevelopment area shall be prescribed by the governing body, and compliance with the other provisions of this section shall not be required prior to the disposal of real property.

History.—s. 11, ch. 69-305; s. 9, ch. 77-391; s. 13, ch. 84-356; s. 1, ch. 92-162; s. 906, ch. 95-147; s. 1, ch. 96-254; s. 9, ch. 98-314; s. 12, ch. 2006-11.

163.385 Issuance of revenue bonds.—

(1)(a) When authorized or approved by resolution or ordinance of the governing body, a county, municipality, or community redevelopment agency has power in its corporate capacity, in its discretion, to issue redevelopment revenue bonds from time to time to finance the undertaking of any community redevelopment under this part, including, without limiting the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans, and has power to issue refunding bonds for the payment or retirement of bonds or other obligations previously issued. For any agency created before July 1, 2002, any redevelopment revenue bonds or other obligations issued to finance the undertaking of any community redevelopment under this part shall mature within 60 years after the end of the fiscal year in which the initial community redevelopment plan was approved or adopted. For any agency created on or after July 1, 2002, any redevelopment revenue bonds or other obligations issued to finance the undertaking of any community redevelopment under this part shall mature within 40 years after the end of the fiscal year in which the initial community redevelopment plan is approved or adopted. However, in no event shall any redevelopment revenue bonds or other obligations issued to finance the undertaking of any community redevelopment under this part mature later than the expiration of the

plan in effect at the time such bonds or obligations were issued. The security for such bonds may be based upon the anticipated assessed valuation of the completed community redevelopment and such other revenues as are legally available. Any bond, note, or other form of indebtedness pledging increment revenues to the repayment thereof shall mature no later than the end of the 30th fiscal year after the fiscal year in which increment revenues are first deposited into the redevelopment trust fund or the fiscal year in which the plan is subsequently amended. However, for any agency created on or after July 1, 2002, any form of indebtedness pledging increment revenues to the repayment thereof shall mature by the 40th year after the fiscal year in which the initial community redevelopment plan is approved or adopted. However, any refunding bonds issued pursuant to this paragraph may not mature later than the final maturity date of any bonds or other obligations issued pursuant to this paragraph being paid or retired with the proceeds of such refunding bonds.

(b) In anticipation of the sale of revenue bonds pursuant to paragraph (a), the county, municipality, or community redevelopment agency may issue bond anticipation notes and may renew such notes from time to time, but the maximum maturity of any such note, including renewals thereof, may not exceed 5 years from the date of issue of the original note. Such notes shall be paid from any revenues of the county, municipality, or community redevelopment agency available therefor and not otherwise pledged or from the proceeds of sale of the revenue bonds in anticipation of which they were issued.

(2) Bonds issued under this section do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not subject to the provisions of any other law or charter relating to the authorization, issuance, or sale of bonds. Bonds issued under the provisions of this part are declared to be issued for an essential public and governmental purpose and, together with interest thereon and income therefrom, are exempted from all taxes, except those taxes imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

(3) Bonds issued under this section shall be authorized by resolution or ordinance of the governing body; may be issued in one or more series; and shall bear such date or dates, be payable upon demand or mature at such time or times, bear interest at such rate or rates, be in such denomination or denominations, be in such form either with or without coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment at such place or places, be subject to such terms of redemption (with or without premium), be secured in such manner, and have such other characteristics as may be provided by such resolution or ordinance or by a trust indenture or mortgage issued pursuant thereto. Bonds issued under this section may be sold in such manner, either at public or private sale, and for such price as the governing body may determine will effectuate the purpose of this part.

(4) In case any of the public officials of the county, municipality, or community redevelopment agency whose signatures appear on any bonds or coupons issued under this part cease to be such officials before the delivery of such bonds, such signatures are, nevertheless, valid and sufficient for all purposes, the same as if such officials had remained in office until such delivery.

(5) In any suit, action, or proceeding involving the validity or enforceability of any bond issued under this part, or the security therefor, any such bond reciting in substance that it has been issued by the county, municipality, or community redevelopment agency in connection with community redevelopment, as herein defined, shall be conclusively

deemed to have been issued for such purpose, and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the provisions of this part.

(6) Subsections (1), (4), and (5), as amended by s. 14, chapter 84-356, Laws of Florida, do not apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body or agency has adopted an ordinance or resolution authorizing the issuance of any bonds, notes, or other forms of indebtedness to which is pledged increment revenues pursuant only to a community redevelopment plan as approved and adopted before chapter 84-356 became a law.

History.—s. 12, ch. 69-305; s. 12, ch. 73-302; s. 2, ch. 76-147; s. 10, ch. 77-391; s. 77, ch. 79-400; ss. 14, 22, ch. 84-356; s. 6, ch. 93-286; s. 9, ch. 94-236; s. 15, ch. 95-310; s. 7, ch. 2002-294.

163.387 Redevelopment trust fund.—

(1)(a) After approval of a community redevelopment plan, there may be established for each community redevelopment agency created under s. 163.356 a redevelopment trust fund. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by s. 163.362(10). Such ordinance may be adopted only after the governing body has approved a community redevelopment plan. The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part. Such increment shall be determined annually and shall be that amount equal to 95 percent of the difference between:

1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of a community redevelopment area; and

2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

However, the governing body of any county as defined in s. 125.011(1) may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area created on or after July 1, 1994, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.

(b)1. For any governing body that has not authorized by June 5, 2006, a study to consider whether a finding of necessity resolution pursuant to s. 163.355 should be adopted, has not adopted a finding of necessity resolution pursuant to s. 163.355 by March 31, 2007, has not adopted a community redevelopment plan by June 7, 2007, and was not authorized to exercise community redevelopment powers pursuant to a

delegation of authority under s. 163.410 by a county that has adopted a home rule charter, the amount of tax increment to be contributed by any taxing authority shall be limited as follows:

a. If a taxing authority imposes a millage rate that exceeds the millage rate imposed by the governing body that created the trust fund, the amount of tax increment to be contributed by the taxing authority imposing the higher millage rate shall be calculated using the millage rate imposed by the governing body that created the trust fund. Nothing shall prohibit any taxing authority from voluntarily contributing a tax increment at a higher rate for a period of time as specified by interlocal agreement between the taxing authority and the community redevelopment agency.

b. At any time more than 24 years after the fiscal year in which a taxing authority made its first contribution to a redevelopment trust fund, by resolution effective no sooner than the next fiscal year and adopted by majority vote of the taxing authority's governing body at a public hearing held not less than 30 or more than 45 days after written notice by registered mail to the community redevelopment agency and published in a newspaper of general circulation in the redevelopment area, the taxing authority may limit the amount of increment contributed by the taxing authority to the redevelopment trust fund to the amount of increment the taxing authority was obligated to contribute to the redevelopment trust fund in the fiscal year immediately preceding the adoption of such resolution, plus any increase in the increment after the adoption of the resolution computed using the taxable values of any area which is subject to an area reinvestment agreement. As used in this subparagraph, the term "area reinvestment agreement" means an agreement between the community redevelopment agency and a private party, with or without additional parties, which provides that the increment computed for a specific area shall be reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community redevelopment plan that is identified in the agreement to be constructed within that area. Any such reinvestment agreement must specify the estimated total amount of public investment necessary to provide the projects or services, or both, including any applicable debt service. The contribution to the redevelopment trust fund of the increase in the increment of any area that is subject to an area reinvestment agreement following the passage of a resolution as provided in this sub-subparagraph shall cease when the amount specified in the area reinvestment agreement as necessary to provide the projects or services, or both, including any applicable debt service, has been invested.

2. For any community redevelopment agency that was not created pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter and that modifies its adopted community redevelopment plan after October 1, 2006, in a manner that expands the boundaries of the redevelopment area, the amount of increment to be contributed by any taxing authority with respect to the expanded area shall be limited as set forth in sub-subparagraphs 1.a. and b.

(2)(a) Except for the purpose of funding the trust fund pursuant to subsection (3), upon the adoption of an ordinance providing for funding of the redevelopment trust fund as provided in this section, each taxing authority shall, by January 1 of each year, appropriate to the trust fund for so long as any indebtedness pledging increment revenues to the payment thereof is outstanding (but not to exceed 30 years) a sum that is no less than the increment as defined and determined in subsection (1) or paragraph (3)(b) accruing to such taxing authority. If the community redevelopment plan is amended or modified pursuant to s. 163.361(1), each such taxing authority shall make

the annual appropriation for a period not to exceed 30 years after the date the governing body amends the plan but no later than 60 years after the fiscal year in which the plan was initially approved or adopted. However, for any agency created on or after July 1, 2002, each taxing authority shall make the annual appropriation for a period not to exceed 40 years after the fiscal year in which the initial community redevelopment plan is approved or adopted.

(b) Any taxing authority that does not pay the increment revenues to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of the increment revenues and shall pay interest on the amount of the unpaid increment revenues equal to 1 percent for each month the increment is outstanding, provided the agency may waive such penalty payments in whole or in part.

(c) The following public bodies or taxing authorities are exempt from paragraph (a):

1. A special district that levies ad valorem taxes on taxable real property in more than one county.

2. A special district for which the sole available source of revenue the district has the authority to levy is ad valorem taxes at the time an ordinance is adopted under this section. However, revenues or aid that may be dispensed or appropriated to a district as defined in s. 388.011 at the discretion of an entity other than such district shall not be deemed available.

3. A library district, except a library district in a jurisdiction where the community redevelopment agency had validated bonds as of April 30, 1984.

4. A neighborhood improvement district created under the Safe Neighborhoods Act.

5. A metropolitan transportation authority.

6. A water management district created under s. 373.069.

(d)1. A local governing body that creates a community redevelopment agency under s. 163.356 may exempt from paragraph (a) a special district that levies ad valorem taxes within that community redevelopment area. The local governing body may grant the exemption either in its sole discretion or in response to the request of the special district. The local governing body must establish procedures by which a special district may submit a written request to be exempted from paragraph (a).

2. In deciding whether to deny or grant a special district's request for exemption from paragraph (a), the local governing body must consider:

a. Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment.

b. The fiscal and operational impact on the community redevelopment agency.

c. The fiscal and operational impact on the special district.

d. The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.

e. The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds.

f. The benefit of the activities of the special district to the approved community redevelopment plan.

g. The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency.

3. The local governing body must hold a public hearing on a special district's request for

exemption after public notice of the hearing is published in a newspaper having a general circulation in the county or municipality that created the community redevelopment area. The notice must describe the time, date, place, and purpose of the hearing and must identify generally the community redevelopment area covered by the plan and the impact of the plan on the special district that requested the exemption.

4. If a local governing body grants an exemption to a special district under this paragraph, the local governing body and the special district must enter into an interlocal agreement that establishes the conditions of the exemption, including, but not limited to, the period of time for which the exemption is granted.

5. If a local governing body denies a request for exemption by a special district, the local governing body shall provide the special district with a written analysis specifying the rationale for such denial. This written analysis must include, but is not limited to, the following information:

a. A separate, detailed examination of each consideration listed in subparagraph 2.

b. Specific examples of how the approved community redevelopment plan will benefit, and has already benefited, the purpose for which the special district was created.

6. The decision to either deny or grant an exemption must be made by the local governing body within 120 days after the date the written request was submitted to the local governing body pursuant to the procedures established by such local governing body.

(3)(a) Notwithstanding the provisions of subsection (2), the obligation of the governing body which established the community redevelopment agency to fund the redevelopment trust fund annually shall continue until all loans, advances, and indebtedness, if any, and interest thereon, of a community redevelopment agency incurred as a result of redevelopment in a community redevelopment area have been paid.

(b) Alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority. The community redevelopment agency may be an additional party to any such agreement.

(4) The revenue bonds and notes of every issue under this part are payable solely out of revenues pledged to and received by a community redevelopment agency and deposited to its redevelopment trust fund. The lien created by such bonds or notes shall not attach until the increment revenues referred to herein are deposited in the redevelopment trust fund at the times, and to the extent that, such increment revenues accrue. The holders of such bonds or notes have no right to require the imposition of any tax or the establishment of any rate of taxation in order to obtain the amounts necessary to pay and retire such bonds or notes.

(5) Revenue bonds issued under the provisions of this part shall not be deemed to constitute a debt, liability, or obligation of the public body or the state or any political subdivision thereof, or a pledge of the faith and credit of the public body or the state or any political subdivision thereof, but shall be payable solely from the revenues provided therefor. All such revenue bonds shall contain on the face thereof a statement to the effect that the agency shall not be obligated to pay the same or the interest thereon except from the revenues of the community redevelopment agency held for that purpose and that neither the faith and credit nor the taxing power of the governing body or of the state or of any political subdivision thereof is pledged to the payment of the principal of, or the interest on, such bonds.

(6) Moneys in the redevelopment trust fund may be expended from time to time for

undertakings of a community redevelopment agency as described in the community redevelopment plan for the following purposes, including, but not limited to:
(a) Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.
(b) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.
(c) The acquisition of real property in the redevelopment area.
(d) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.
(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.
(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
(g) The development of affordable housing within the community redevelopment area.
(h) The development of community policing innovations.
(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:
(a) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities for that year;
(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;
(c) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or
(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within 3 years from the date of such appropriation.
(8) Each community redevelopment agency shall provide for an audit of the trust fund each fiscal year and a report of such audit to be prepared by an independent certified public accountant or firm. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which increment revenues are pledged and the remaining amount of such indebtedness. The agency shall provide by registered mail a copy of the report to each taxing authority.
History.—s. 11, ch. 77-391; s. 78, ch. 79-400; s. 9, ch. 83-231; s. 15, ch. 84-356; s. 27, ch. 87-224; s. 35, ch. 91-45; s. 4, ch. 93-286; s. 10, ch. 94-236; s. 1, ch. 94-344; s. 10, ch. 98-314; s. 8, ch. 2002-18; s. 8, ch. 2002-294; s. 7, ch. 2006-307.
163.390 Bonds as legal investments.—All banks, trust companies, bankers, savings banks and institutions, building and loan associations, savings and loan associations, investment companies, and other persons carrying on a banking or investment business; all insurance companies, insurance associations, and other persons carrying on an insurance business; and all executors, administrators, curators, trustees, and other

fiduciaries may legally invest any sinking funds, moneys, or other funds belonging to them or within their control in any bonds or other obligations issued by a county or municipality pursuant to this part or by any community redevelopment agency vested with community redevelopment powers. Such bonds and other obligations shall be authorized security for all public deposits. It is the purpose of this section to authorize all persons, political subdivisions, and officers, public or private, to use any funds owned or controlled by them for the purchase of any such bonds or other obligations. Nothing contained in this section with regard to legal investments shall be construed as relieving any person of any duty of exercising reasonable care in selecting securities.
History.—s. 13, ch. 69-305; s. 12, ch. 77-391; s. 16, ch. 84-356.
163.395 Property exempt from taxes and from levy and sale by virtue of an execution.—
(1) All property of any county, municipality, or community redevelopment agency, including funds, owned or held by it for the purposes of this part are exempt from levy and sale by virtue of an execution; and no execution or other judicial process may issue against the same, nor shall judgment against the county, municipality, or community redevelopment agency be a charge or lien upon such property. However, the provisions of this section do not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given pursuant to this part by the county or municipality on its rents, fees, grants, or revenues from community redevelopment.
(2) The property of the county, municipality, or community redevelopment agency acquired or held for the purposes of this part is declared to be public property used for essential public and governmental purposes, and such property is exempt from all taxes of the municipality, the county, or the state or any political subdivision thereof. However, such tax exemption will terminate when the county, municipality, or community redevelopment agency sells, leases, or otherwise disposes of such property in a community redevelopment area to a purchaser or lessee which is not a public body entitled to tax exemption with respect to such property.
History.—s. 14, ch. 69-305; s. 13, ch. 77-391; s. 17, ch. 84-356.
163.400 Cooperation by public bodies.—
(1) For the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities authorized by this part, any public body may, upon such terms, with or without consideration, as it may determine:
(a) Dedicate, sell, convey, or lease any of its interest in any property or grant easements, licenses, or other rights or privileges therein to a county or municipality.
(b) Incur the entire expense of any public improvements made by such public body in exercising the powers granted in this section.
(c) Do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities.
(d) Lend, grant, or contribute funds to a county or municipality; borrow money; and apply for and accept advances, loans, grants, contributions, or any other form of financial assistance from the Federal Government, the state, the county, another public body, or any other source.
(e) Enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary, with the Federal Government, a county, a municipality, or another public body respecting action to be taken pursuant to any of the powers granted by this part, including the furnishing of funds or other assistance in connection with community redevelopment and related activities.
(f) Cause public buildings and public facilities, including parks, playgrounds, recreational,

community, educational, water, sewer, or drainage facilities, or any other works which it is otherwise empowered to undertake to be furnished; furnish, dedicate, close, vacate, pave, install, grade, regrade, plan, or replan streets, roads, sidewalks, ways, or other places; plan or replan or zone or rezone any part of the public body or make exceptions from building regulations; and cause administrative and other services to be furnished to the county or municipality.

If at any time title to or possession of any property in a community redevelopment area is held by any public body or governmental agency, other than the county or municipality, but including any agency or instrumentality of the United States, which is authorized by law to engage in the undertaking, carrying out, or administration of community redevelopment and related activities, the provisions of the agreements referred to in this section shall inure to the benefit of and may be enforced by such public body or governmental agency. As used in this subsection, the term "county or municipality" also includes a community redevelopment agency.

(2) Any sale, conveyance, lease, or agreement provided for in this section may be made by a public body without appraisal, public notice, advertisement, or public bidding.
(3) For the purpose of aiding in the planning, undertaking, or carrying out of any community redevelopment and related activities of a community redevelopment agency or a housing authority hereunder, any county or municipality may, in addition to its other powers and upon such terms, with or without consideration, as it determines, do and perform any or all of the actions or things which, by the provisions of subsection (1), a public body is authorized to do or perform, including the furnishing of financial and other assistance.
(4) For the purposes of this section, or for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities of a county or municipality, such county or municipality may, in addition to any authority to issue bonds pursuant to s. 163.385, issue and sell its general obligation bonds. Any bonds issued by the county or municipality pursuant to this section shall be issued in the manner and within the limitations prescribed by the applicable laws of this state for the issuance and authorization of general obligation bonds by such county or municipality. Nothing in this section shall limit or otherwise adversely affect any other section of this part.
History.—s. 15, ch. 69-305; s. 14, ch. 77-391; s. 79, ch. 79-400; s. 18, ch. 84-356.
163.405 Title of purchaser.—Any instrument executed by any county, municipality, or community redevelopment agency and purporting to convey any right, title, or interest in any property under this part shall be conclusively presumed to have been executed in compliance with the provisions of this part insofar as title or other interest of any bona fide purchasers, lessees, or transferees of such property is concerned.
History.—s. 16, ch. 69-305; s. 15, ch. 77-391.
163.410 Exercise of powers in counties with home rule charters.—In any county which has adopted a home rule charter, the powers conferred by this part shall be exercised exclusively by the governing body of such county. However, the governing body of any such county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by this part within the boundaries of a municipality to the governing body of such a municipality. Such a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution. Any power not specifically delegated shall be reserved exclusively to the governing body of the county. This section does not

affect any community redevelopment agency created by a municipality prior to the adoption of a county home rule charter. Unless otherwise provided by an existing ordinance, resolution, or interlocal agreement between any such county and a municipality, the governing body of the county that has adopted a home rule charter shall grant in whole or in part or deny any request from a municipality for a delegation of powers or a change in an existing delegation of powers within 120 days after the receipt of all required documentation, or such request shall be deemed granted unless this period is extended by mutual consent in writing by the municipality and county. Within 30 days after receipt of the request, the county shall notify the municipality by registered mail whether the request is complete or if additional information is required. Any request by the county for additional documentation shall specify the deficiencies in the submitted documentation, if any. The county shall notify the municipality by registered mail within 30 days after receiving the additional information whether such additional documentation is complete. If the meeting of the county commission at which the request for a delegation of powers or a change in an existing delegation of powers is unable to be held due to events beyond the control of the county, the request shall be acted upon at the next regularly scheduled meeting of the county commission without regard to the 120-day limitation. If the county does not act upon the request at the next regularly scheduled meeting, the request shall be deemed granted.

History.—s. 17, ch. 69-305; s. 1, ch. 83-29; s. 9, ch. 2002-294; s. 8, ch. 2006-307.

163.415 Exercise of powers in counties without home rule charters.—The powers conferred by this part upon counties not having adopted a home rule charter shall not be exercised within the boundaries of a municipality within said county unless the governing body of the municipality expresses its consent by resolution. Such a resolution consenting to the exercise of the powers conferred upon counties by this part shall specifically enumerate the powers to be exercised by the county within the boundaries of the municipality. Any power not specifically enumerated in such a resolution of consent shall be exercised exclusively by the municipality within its boundaries.

History.—s. 18, ch. 69-305.

163.430 Powers supplemental to existing community redevelopment powers.—The powers conferred upon counties or municipalities by this part shall be supplemental to any community redevelopment powers now being exercised by any county or municipality in accordance with the provisions of any population act, special act, or under the provisions of the home rule charter for Miami-Dade County, or under the provision of the charter of the consolidated City of Jacksonville.

History.—s. 21, ch. 69-305; s. 29, ch. 2008-4.

163.445 Assistance to community redevelopment by state agencies.—State agencies may provide technical and advisory assistance, upon request, to municipalities, counties, and community redevelopment agencies for community redevelopment as defined in this part. Such assistance may include, but need not be limited to, preparation of workable programs, relocation planning, special statistical and other studies and compilations, technical evaluations and information, training activities, professional services, surveys, reports, documents, and any other similar service functions. If sufficient funds and personnel are available, these services shall be provided without charge.

History.—s. 25, ch. 69-305; s. 16, ch. 77-391; s. 19, ch. 84-356.

163.450 Municipal and county participation in neighborhood development programs under Pub. L. No. 90-448.—Nothing contained herein shall be construed to prevent a county or municipality which is engaging in community redevelopment activities hereunder from

participating in the neighborhood development program under the Housing and Urban Development Act of 1968 (Pub. L. No. 90-448) or in any amendments subsequent thereto.

History.—s. 26, ch. 69-305; s. 19, ch. 85-80.

163.455 Community-Based Development Organization Assistance Act; short title.—Chapter 2000-351, Laws of Florida, may be cited as the "Community-Based Development Organization Assistance Act."

History.—s. 1, ch. 2000-351.

163.456 Legislative findings and intent.—

(1) The Legislature finds that:

(a) Significant declines and consistently depressed appraised values make it impossible for business enterprises, including community-based development organizations, to generate sufficient revenues from business or real estate ventures in low-income neighborhoods to fund the redevelopment costs and other administrative expenses needed to foster new developments in these hard-to-develop areas.

(b) This deterioration contributes to the decline of neighborhoods in both rural and urban areas, causes a reduction of the value of property comprising the tax base of local communities, and eventually requires the expenditure of disproportionate amounts of public funds for health, social services, and police protection to prevent the development of slums and the social and economic disruption found in slum communities.

(c) The available means of eliminating or reducing these deteriorating economic conditions and encouraging local resident participation and support is to provide support assistance and resource investment to community-based development organizations. The Legislature also finds that community-based development organizations can contribute to the creation of jobs in response to federal welfare reform and state Temporary Cash Assistance Program legislation, and economic development activities related to urban and rural economic initiatives.

(2) The intent of this legislation is to provide community-based development organizations with the necessary administrative and operating funds to retain project staff to plan, implement, and manage job-generating and community revitalization developments in distressed neighborhoods. This assistance will strengthen the community-based development organizations, assist local governments to enhance and expand revitalization efforts, and contribute to expanding the base of commerce, business, and affordable housing that will serve persons with very low incomes or low incomes, or WAGES recipients, using a bottom-up approach.

History.—s. 2, ch. 2000-351; s. 3, ch. 2010-209.

163.457 Eligibility for assistance.—Community-based development organizations that meet the following requirements shall be eligible for assistance.

(1) The community-based development organization must be a nonprofit corporation under state law and s. 501(c)(3) of the United States Internal Revenue Code.

(2) A majority of the board members of the community-based development organization must be elected by those members of the corporation who are stakeholders, comprising a mix of service area residents, area business property owners, area employees, and low-income residents. The board of a community-based development organization shall include low-income residents.

(3) The community-based development organization must maintain a service area in which economic and housing development projects are located and must further meet one or more of the following criteria:

(a) The area has been designated pursuant to s. 163.355 as a slum area or a blighted area, as defined in s. 163.340, or is located completely within the boundaries of a slum area or a blighted area.
(b) The area is a community development block grant program area in which community development block grant funds are currently being spent or have been spent during the last 3 years as certified by the local government in which the service area is located.
(c) The area is a neighborhood housing service district.
(d) The area is contained within a state enterprise zone designated on or after July 1, 1995, in accordance with s. 290.0065.
(e) The area is contained in federal empowerment zones and enterprise communities.
History.—s. 3, ch. 2000-351.
163.458 Three-tiered plan.—The Department of Community Affairs is authorized to award core administrative and operating grants. Administrative and operating grants shall be used for staff salaries and administrative expenses for eligible community-based development organizations selected through a competitive three-tiered process for the purpose of housing and economic development projects. The department shall adopt by rule a set of criteria for three-tiered funding that shall ensure equitable geographic distribution of the funding throughout the state. This three-tiered plan shall include emerging, intermediate, and mature community-based development organizations recognizing the varying needs of the three tiers. Funding shall be provided for core administrative and operating grants for all levels of community-based development organizations. Priority shall be given to those organizations that demonstrate community-based productivity and high performance as evidenced by past projects developed with stakeholder input that have responded to neighborhood needs, and have current projects located in high-poverty neighborhoods, and to emerging community-based development corporations that demonstrate a positive need identified by stakeholders. Persons, equipment, supplies, and other resources funded in whole or in part by grant funds shall be utilized to further the purposes of this act, and may be utilized to further the goals and objectives of the Front Porch Florida Initiative. Each community-based development organization shall be eligible to apply for a grant of up to $50,000 per year for a period of 5 years.
History.—s. 4, ch. 2000-351; s. 27, ch. 2001-60.
163.459 Eligible activities.—Activities eligible for assistance pursuant to this act include, but are not limited to:
(1) Preparing grant and loan applications, proposals, fundraising letters, and other documents essential to securing additional administrative or project funds to further the purposes of this act.
(2) Monitoring and administering grants and loans, providing technical assistance to businesses, and any other administrative tasks essential to maintaining funding eligibility or meeting contractual obligations.
(3) Developing local programs and home ownership housing projects to encourage the participation of financial institutions, insurance companies, attorneys, architects, engineers, planners, law enforcement officers, developers, and other professional firms and individuals providing services beneficial to redevelopment efforts.
(4) Providing technical, accounting, and financial assistance and information to businesses and entrepreneurs interested in locating, expanding, or operating in the service area.
(5) Coordinating with state, federal, and local governments and other nonprofit

organizations to ensure that activities meet local plans and ordinances and to avoid duplication of tasks.
(6) Assisting service area residents in identifying and determining eligibility for state, federal, and local housing programs, including rehabilitation, weatherization, home ownership, rental assistance, or public housing programs.
(7) Developing, selling, owning, and managing subsidized affordable housing designed for persons with very low incomes or low incomes, or for WAGES recipients, or developing, selling, owning, and managing subsidized affordable industrial parks providing jobs to such persons.
(8) Obtaining technical assistance to build capacity to support community-based development organization projects.
History.—s. 5, ch. 2000-351.
163.460 Application requirements.—A community-based development organization applying for a core administrative and operating grant pursuant to this act must submit a proposal to the Department of Community Affairs that includes:
(1) A map and narrative description of the service areas for the community-based development organization.
(2) A copy of the documents creating the community-based development organization.
(3) A listing of the membership of the board of the community-based development organization, including individual members' terms of office and the number of low-income residents on the board.
(4) The organization's annual revitalization plan that describes the expenditure of the funds, including goals, objectives, and expected results, and has a clear relationship to the local municipality's comprehensive plan.
(5) Other supporting information that may be required by the Department of Community Affairs to determine the organization's capacity and productivity.
(6) A description of the location, financing plan, and potential impact of the business enterprises on residential, commercial, or industrial development, that shows a clear relationship to the organization's annual revitalization plan and demonstrates how the proposed expenditures are directly related to the scope of work for the proposed projects in the annual revitalization plan.
History.—s. 6, ch. 2000-351.
163.461 Reporting and evaluation requirements.—Community-based development organizations that receive funds under this act shall provide the following information to the Department of Community Affairs annually:
(1) A listing of business firms and individuals assisted by the community-based development organization during the reporting period.
(2) A listing of the type, source, purpose, and amount of each individual grant, loan, or donation received by the community-based development organization during the reporting period.
(3) The number of paid and voluntary positions within the community-based development organization.
(4) A listing of the salaries and administrative and operating expenses of the community-based development organization.
(5) An identification and explanation of changes in the boundaries of the target area.
(6) The amount of earned income from projects, programs, and development activities.
(7) The number and description of projects in predevelopment phase, projects under construction, ongoing service programs, construction projects completed, and projects at

sell-out or lease-up and property management phase, and a written explanation of the reasons that caused any projects not to be completed for the projected development phase.
(8) The impact of the projects, as a result of receiving funding under this act, on residents in the target area, and the relationship of this impact to expected outcomes listed in the organization's annual revitalization plan.
(9) The number of housing units rehabilitated or constructed at various stages of development, predevelopment phase, construction phase, completion and sell-out or lease-up phase, and condominium or property management phase by the community-based development organization within the service area during the reporting period.
(10) The number of housing units, number of projects, and number of persons served by prior projects developed by the organization, the amounts of project financing leverage with state funds for each prior and current project, and the incremental amounts of local and state real estate tax and sales tax revenue generated directly by the projects and programs annually.
(11) The number of jobs, both permanent and temporary, received by individuals who were directly assisted by the community-based development organization through assistance to the business such as a loan or other credit assistance.
(12) An identification and explanation of changes in the boundaries of the service area.
(13) The impact of completed projects on residents in the target area and the relationship of this impact to expected outcomes listed in the organization's annual revitalization plan.
(14) Such other information as the Department of Community Affairs requires.
History.—s. 7, ch. 2000-351.
163.462 Rulemaking authority.—The Department of Community Affairs shall adopt rules for the administration of this act.
History.—s. 8, ch. 2000-351.
163.463 Applicability of ch. 2002-294.—
(1) Amendments to this part, as provided by this act, do not apply to any ordinance or resolution authorizing the issuance of any bond, note, or other form of indebtedness to which are pledged increment revenues pursuant to a community development plan, or amendment or modification thereto, as approved or adopted before July 1, 2002.
(2) Amendments to this part, as provided by this act, shall not apply to any ordinance, resolution, interlocal agreement, or written agreement effective before July 1, 2002, that provides for the delegation of community redevelopment powers.
(3) The amendments to ss. 163.340, 163.355, 163.361, and 163.362 by this act do not apply to or affect, directly or indirectly, any community development agency created before July 1, 2002, unless the community redevelopment area is expanded on or after July 1, 2002, in which case only the amendments to ss. 163.340 and 163.355 by this act shall apply only to such expanded area.
(4) The amendments to ss. 163.340, 163.355, 163.361, and 163.362 by this act do not apply to or affect, directly or indirectly, any municipality that has authorized a finding of necessity study by May 1, 2002, or has adopted its finding of necessity on or before August 1, 2002, and has adopted its community redevelopment plan on or before December 31, 2002.
(5) The amendments to ss. 163.340, 163.355, 163.361, and 163.362 by this act do not apply to or affect, directly or indirectly, any municipality that has submitted before August 1, 2002, its finding of necessity, or application for approval of a community

redevelopment plan, or an application to amend an existing community redevelopment plan to a county that has adopted a home rule charter.

(6) The amendments to ss. 163.355, 163.362, 163.385, and 163.387 by this act do not apply to or affect, directly or indirectly, any county as defined in s. 125.011(1) or any municipality located therein.

History.—s. 10, ch. 2002-294.

Interlocal Agreement Between the City and County
Summary

Original Agreement – March 5, 2003

Inasmuch as the City and County had differing legal opinions as to the City's authority to create or designate new community redevelopment areas, it was decided to negotiate an agreement instead of litigate.

Depending on certain conditions in the agreement, the County is subject to an increment payment into TIFs of less than 100%. And, procedures for future CRAs are described are outlined, including a specific area (the Hope VI Area).

First Amendment – June 4, 2003

This amendment modified the boundaries of the 'Hope VI Area'.

Second Amendment – December 17th, 2003

This amendment modified the map area Exhibits of the original agreement for Drew Park and Ybor City CRAs.

Third Amendment – April 21, 2004

This amendment added East Tampa by reference to a new Exhibit "D"; and added language that would require the City to continue to provide reports as were then required by Florida Statutes, without regard to the legislature's repeal of such a requirement.

Fourth Amendment – June 21, 2006

This amendment added the Central Park CRA and set out conditions for the County paying less than 100% of their increment payment in years 11-30.

Memorandum of Understanding – June 21, 2006

This MOU set out that the County may appoint or designate two members to the Central Park CRA Advisory Board.

Amended and Restated Interlocal Agreements – October 15, 2014 & May 2015

Reconfirmed terms of prior interlocal agreements providing for the tenure of the CRAs and the distribution of TIF funds; revised the funding formula for the Downtown CRA; authorized creation of the West Tampa CRA, and revised the West Tampa CRA boundary.

INTERLOCAL AGREEMENT AMONG THE CITY OF TAMPA, HILLSBOROUGH COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA REGARDING CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This Interlocal Agreement ("Agreement") is made and entered into as of this 5th day of March, 2003, by and among Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tampa, a body politic and corporate created, existing and operating under Part III of Chapter 163 of the Florida Statutes (the "Agency").

RECITALS

WHEREAS, under the authority of Part III of Chapter 163 of Florida Statutes (the "Act"), the City has previously created the Agency, which has the authority under the Act to plan, coordinate, and cause the redevelopment of areas of the City determined under the Act to be "slum or blighted areas"; and

WHEREAS, the Agency is now implementing "community redevelopment plans" for three (3) "community redevelopment areas" (as those terms are defined in the Act), and the City may, from time to time, seek to declare additional areas to be "slum" or "blighted" areas and to cause the Agency similarly to implement such "community redevelopment plans" within those additional "community redevelopment areas" to address the identified conditions of "slum" or "blight" in those areas; and

WHEREAS, the County is of the belief and position that neither the City nor the Agency legally may create or designate any new "community redevelopment area" without first obtaining from the County a delegation of power under Section 163.410 of the Act; and

WHEREAS, the City and Agency are of the belief and position that the City has the power and authority legally to create and designate any new "community redevelopment area" within the City without first obtaining from the County any approval or delegation of power under Section 163.410 of the Act; and

WHEREAS, the parties to this Agreement agree that the conflict between the differing legal opinions is better resolved through negotiation and discussion than by litigation; and

WHEREAS, the parties agree that the establishment of Community Redevelopment Areas ("CRA"s) and Tax Increment Financing ("TIF") are effective tools for the redevelopment of slum or blighted areas of the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County, the City, and the Agency agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

Section 3. Current CRAs.

a. The parties agree that the following existing CRAs, including but not limited to, the community redevelopment plans and TIFs therefor, were properly established and are properly operating:

1. Downtown CRA as created by Resolution No. 4912-H of the City Council of the City.

2. Downtown Core CRA as created by Resolution No. 88-1169 of the City Council of the City.

3. Ybor City CRA as created by Resolution No. 88-1178 of the City Council of the City.

b. The parties agree that the existing Old Tampa Police Department Site (the "OTPDS") CRA as created by Resolution No. 99-0748 of the City Council of the City, including but not limited to, the community redevelopment plan therefor, was properly established and is properly operating.

c. The City and Agency agree that, except as stated below, they will not modify said existing CRAs so as to increase the boundaries or duration thereof without the approval of the County.

d. The County agrees that the City may exercise the authority as provided in Section 163.358(2), Florida Statutes, to modify the Community Redevelopment Plan for the Ybor City CRA, so long as the modification does not increase the area of the existing Ybor City CRA or extend the duration of the TIF therefor beyond calendar year 2015, and the modification provides that while the increment for the Ybor City CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain thirty percent (30%) of

such increment. By way of example, the modification to the Community Redevelopment Plan for the Ybor City CRA shall provide that the tax increment revenues attributable to the Ybor City CRA shall be paid into the Agency's Redevelopment Trust Fund for the Ybor City CRA in accordance with the following:

increment revenues from:

(i) City - 100%
(ii) all other taxing authorities subject to the increment payment requirement, except the County - 100%
(iii) County - 70% (30% retained by County).

e. The County hereby agrees that the City may exercise the authority as provided in Section 163.358(2), Florida Statues, to modify the Community Redevelopment Plan for the OTPDS CRA, so long as the modification does not increase the area of the existing OTPDS CRA or extend the duration of such Plan for more than thirty (30) years from the date Resolution No. 99-0748 was adopted by the City Council of the City. The modification may also provide for the establishment of a TIF for the OTPDS CRA so long as it provides that while the increment for the OTPDS CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain twenty percent (20%) of such increment in years eleven (11) through thirty (30) of such Plan as modified. By way of example, the modification to the Community Redevelopment Plan for the OTPDS CRA shall provide that the tax increment revenues attributable to the OTPDS CRA shall be paid into the Agency's Redevelopment Trust Fund for the OTPDS CRA in accordance with the following:

increment revenues from:

(i) City - Years 1-30 - 100%
(ii) all other taxing authorities subject to the increment payment requirement, except the County - Years 1-30 - 100%
(iii) County - Years 1-10 - 100% (0% retained by County)
Years 11-30 - 80% (20% retained by County).

Section 4. Authorization of Specified New CRAs.

a. The County delegates to the City all the Community Redevelopment Powers contained in the Act for the following specified new CRAs :

1. Drew Park within the area indicated on the map attached hereto and made a part hereof as "Exhibit A." revised per 2d Amt

2. Channelside within the area indicated on the map attached hereto and made a part hereof as "Exhibit B."

3. Ybor City New, within the area indicated on the map attached hereto and made a part hereof as "Exhibit C." revised per 2d Draft

b. The City and the Agency agree that the Community Redevelopment Plans, including any modifications thereto, and the TIFs for the foregoing specified new CRAs shall have durations of no more than thirty (30) years from the date the Resolutions creating the CRAs are adopted by the City Council, shall not be modified to expand their area, and the TIFs for such CRAs shall provide that while the increment for such CRAs accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain twenty percent (20%) of such increment in years eleven (11) through thirty (30) of such Plans. By way of example, the Community Redevelopment Plans for such specified new CRAs shall provide that the tax increment revenues attributable to each respective CRA shall be paid into the Agency's Redevelopment Trust Fund for the respective CRA in accordance with the following:

increment revenues from:

(i) City - Years 1-30 - 100%
(ii) all other taxing authorities subject to the increment payment requirement, except the County - Years 1-30 - 100%
(iii) County - Years 1-10 - 100% (0% retained by County)
Years 11-30 - 80% (20% retained by County).

Section 5. Procedure for Future CRAs.

The City may propose future CRAs in areas not otherwise specified in this Agreement in which the taxable value of real property has grown at a percentage rate that is less than the percentage rate of the taxable value of all property in the City for the previous five (5) years. The City and the County shall negotiate the boundaries and duration of future CRAs and TIFs in good faith. The increment for such CRAs accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, and the County shall, as consideration for entering into this Agreement, retain twenty percent (20%) of such increment in years eleven (11) through thirty (30) of such plan as outlined in Section 4(b) above.

Section 6. Hope VI Service Area. modified per 2d Draft

The City agrees to complete a redevelopment study of the Hope VI Service Area bounded by Osborne Avenue; East Columbus Avenue; North 15th Street; and North 34th Street by December 31, 2003, to determine the appropriateness of creating a new CRA. The City agrees to give reasonable good faith consideration to creating a new CRA in the Hope VI Service Area if

the redevelopment study findings support one.

Section 7. Exclusive Authority of City and Agency to Operate CRA.

Except as expressly provided in this Agreement, the City and the Agency shall have exclusive decision making authority for all CRAs and TIFs in the City, and shall be authorized to exercise any and all powers contained in the Act without approval from the County.

Section 8. Term.

This Interlocal Agreement shall be effective upon execution by all parties and shall terminate upon expiration or dissolution of all City CRAs.

Section 9. Validity of Interlocal Agreement.

After consultation with their respective legal counsel, the City, the Agency and the County each represent and warrant to the others its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. The City, the Agency and the County each hereby represents, warrants, and covenants to and with each other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other parties hereto), and (iii) that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

Section 10. Remedies.

The parties hereto shall be entitled to all remedies at law or in equity, including expressly but not limited to injunctive relief and specific performance, in the course of enforcing this Agreement. However, no party shall take any action or be entitled to any remedy which would (i) prevent or disrupt the payment of debt service on bonds, notes or other obligations issued by any of the parties in a manner consistent with this Agreement or (ii) prevent or disrupt the deposit of "increment revenues" into a "redevelopment trust fund" (as those terms are defined or used in the Act) which has been established in a manner consistent with this Agreement.

Section 11. Amendment and Waiver.

Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City, the Agency, and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforceable by, binding upon, and inure to the

benefits of, the parties hereto and their respective successors and assigns. Any party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing.

Section 12. Third-party Beneficiary.

This Agreement is solely for the benefit of the County, the City, and Agency, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

Section 13. Nonseverability.

The provisions of this Agreement are declared by the parties not to be severable.

Section 14. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Hillsborough County, Florida.

Section 15. Headings.

The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 16. Filing.

Pursuant to Section 163.01(11) Florida Statutes, prior to its effectiveness, this Agreement shall be filed with the Clerk of the Circuit Court of Hillsborough County.

Section 17. Effect of Execution.

Notwithstanding any other provision of this Agreement, each of the parties to this Agreement reserves its respective position concerning the authority of the City to exercise the powers enumerated in the Act, and the execution of this Agreement by a party hereto shall not be construed as a concession that such party's position is incorrect.

WHEREFORE, the County, the City and the Agency have executed this Agreement as of the date above.

ATTESTED: RICHARD AKE
CLERK OF THE CIRCUIT COURT

FLORIDA SEAL

Clerk to the
Board of County
Commissioners

By: Jueleve W. Gregory
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By: Ronald Scott
Chairman, Hillsborough County
Board of County Commissioners

Approved as to Form:

Catherine Teli
Assistant County Attorney

ATTEST:

Carol A. Anderson
~~CITY CLERK~~/
DEPUTY CITY CLERK

CITY OF TAMPA, FLORIDA

DICK A. GRECO, MAYOR

Attest:

Sandra L. Marshall
~~Secretary~~/Assistant Secretary

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA

By: Mary C. Alvarez (Seal)
Chairman

The execution of this document
was authorized by Resolution No.
2003-0369

James D. Palermo
City Attorney

The execution of this document was authorized
by Resolution No. 2003-0369

(Signature)
☐ City Attorney
☐ Chief Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT No. 03-0319

EXHIBIT "A"

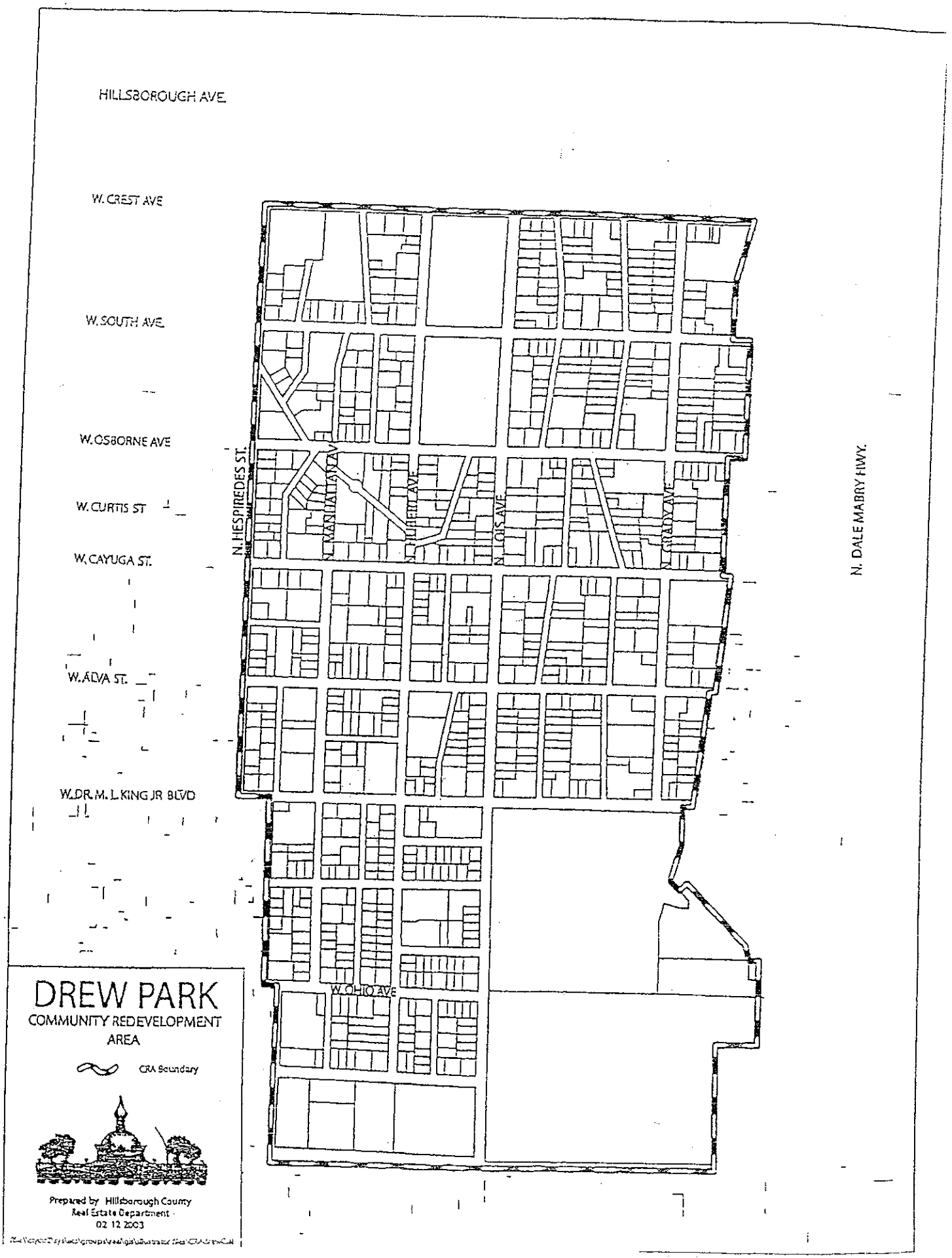

HILLSBOROUGH AVE.
W. CREST AVE
W. SOUTH AVE.
W. OSBORNE AVE
W. CURTIS ST
W. CAYUGA ST.
W. ADVA ST.
W. DR. M. L. KING JR BLVD
N. HESPIREDES ST.
N. MANHATTAN AVE
N. LAFEE AVE
N. OIS AVE
N. GRADY AVE
N. DALE MABRY HWY.
W. OHIO AVE
DREW PARK
COMMUNITY REDEVELOPMENT AREA
CRA Boundary
Prepared by Hillsborough County
Real Estate Department
02 12 2003

EXHIBIT "B"

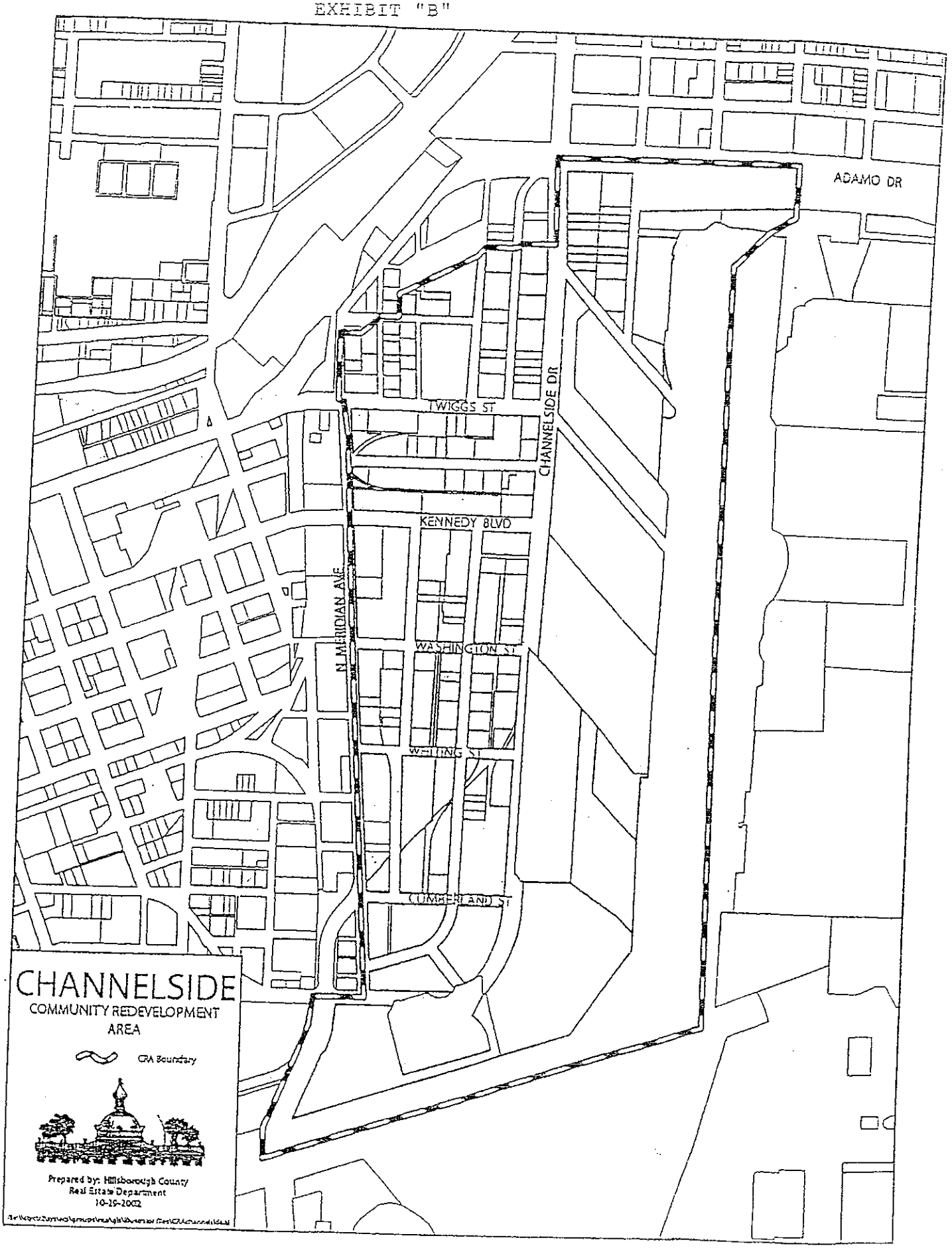
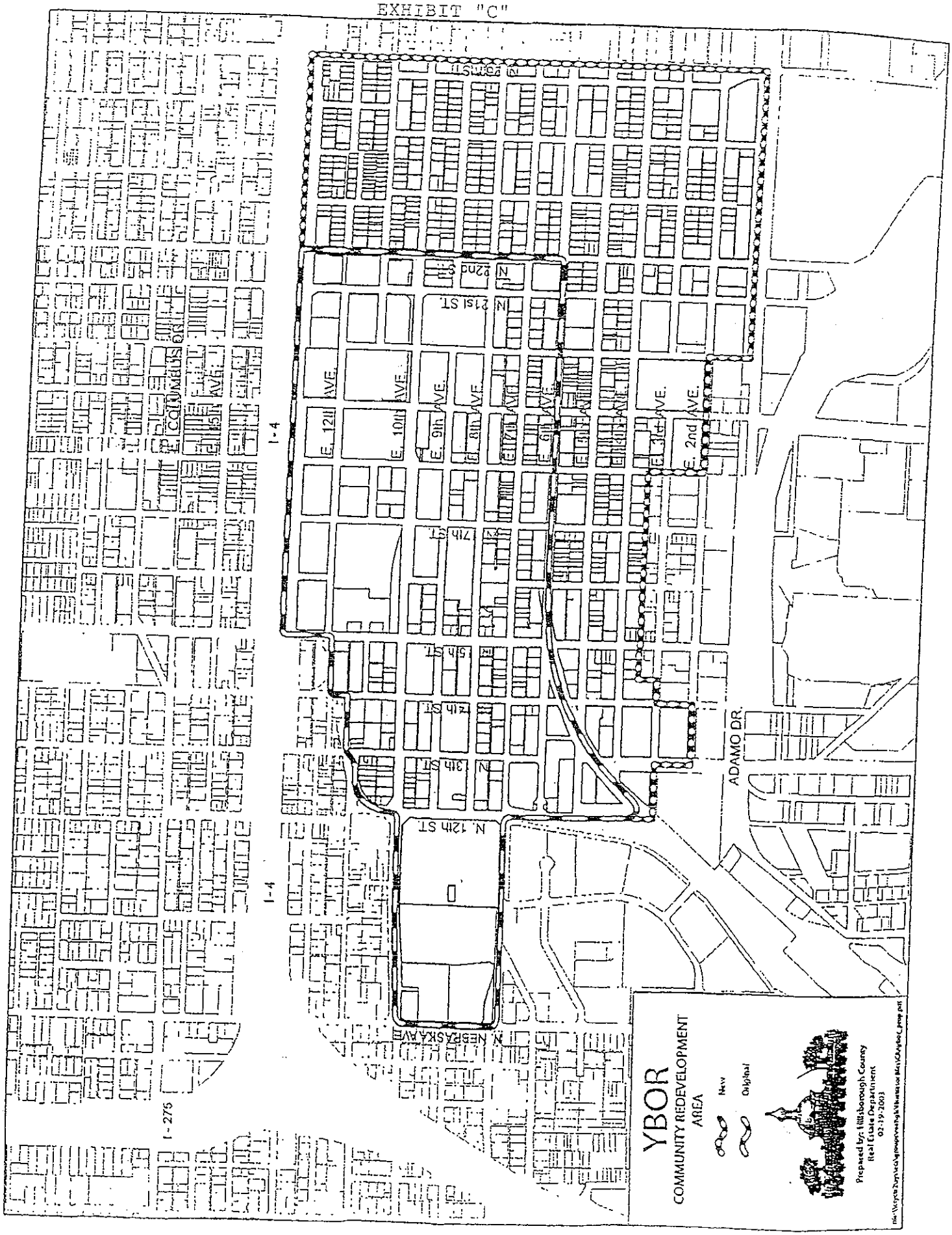

ADAMO DR
TWIGGS ST
CHANNELSIDE DR
KENNEDY BLVD
N MERIDIAN AVE
WASHINGTON ST
WHITING ST
CUMBERLAND ST
CHANNELSIDE
COMMUNITY REDEVELOPMENT
AREA
CRA Boundary
Prepared by: Hillsborough County
Real Estate Department
10-29-2002

EXHIBIT "C"


YBOR
COMMUNITY REDEVELOPMENT
AREA
New
Original
Prepared by: Hillsborough County
Real Estate Department
02-19-2003
I-4
I-4
I-275
E. COLUMBUS DR.
E. 12th AVE.
E. 10th AVE.
E. 9th AVE.
E. 8th AVE.
E. 7th AVE.
E. 6th AVE.
E. 3rd AVE.
E. 2nd AVE.
N. 22nd ST.
N. 21st ST.
7th ST.
5th ST.
4th ST.
N. 3th ST.
N. 12th ST.
N. NEBRASKA AVE.
ADAMO DR.

FIRST MODIFICATION TO INTERLOCAL AGREEMENT BETWEEN TAMPA, HILLSBOROUGH COUNTY AND THE TAMPA COMMUNITY REDEVELOPMENT AGENCY REGARDING CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This First Modification to the Interlocal Agreement dated March 5, 2003 is made and entered into as of this 4th day of June, 2003, by and between Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the City of Tampa Community Redevelopment Agency, a political body corporate and politic created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Agency").

WITNESSETH:

WHEREAS, the parties have agreed that the following modification would be in the best interest of public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County, the City, and the Agency agree as follows:

Section 1. Section 6 of the **INTERLOCAL AGREEMENT BETWEEN TAMPA, HILLSBOROUGH COUNTY AND THE TAMPA COMMUNITY REDEVELOPMENT AGENCY REGARDING CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS** is modified to read:

Section 6. Hope VI Service Area.

The city agrees to complete a redevelopment study of the Hope VI Service Area bounded by ~~Osborn Avenue; East Columbia Avenue; North 15th Street; and North 34th Street~~ Hillsborough Avenue on the north; 40th Street on the east; I-4 on the south; and I-275 on the west by December 31, 2003, to determine the appropriateness of creating a new CRA. The City agrees to give reasonable good faith consideration to creating a new CRA in the Hope VI Service Area if the redevelopment study findings support one.

Section 2. All the remaining terms and conditions of the Interlocal Agreement not modified herein remain in full force and effect.

Section 3. This modification shall be effective upon execution by all parties and filing with the clerk of the circuit court pursuant to Section 163.01(11), Florida Statutes.

WHEREFORE, the County, the City and the Agency have executed this agreement as of the date above.

ATTESTED: RICHARD AKE
CLERK OF THE CIRCUIT COURT
Clerk to the Hillsborough County
Board of County Commissioners

By: Judene W. Gregory
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By: Chair, Board of County Commissioners

DATE: _____

Approved As To Form and Legal Sufficiency

By: See below
County Attorney

ATTEST:

_____
CITY CLERK

CITY OF TAMPA, FLORIDA

_____
PAM IORIO, MAYOR

Approved as to Form:
Catherine Tetu
Assistant City Attorney

CITY OF TAMPA COMMUNITY
REDEVELOPMENT AGENCY

_____
Chairman

70945.DOC

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT No. 03-0881

SECOND MODIFICATION TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMPA, HILLSBOROUGH COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA REGARDING CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This Second Modification to the Interlocal Agreement dated as of March 5, 2003 (the "Interlocal Agreement") is made and entered into as of this 17th day of December, 2003, by and between Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tampa, a body politic and corporate created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Agency").

WITNESSETH:

WHEREAS, the parties have agreed that the following modification to the Interlocal Agreement would be in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County, the City, and the Agency agree as follows:

Section 1. Exhibit A, referenced in Section 4. a. 1. of the Interlocal Agreement, representing a map of the proposed Drew Park Community Redevelopment Area is amended pursuant to "Amended Exhibit A" attached hereto and made a part hereof.

Section 2. Exhibit C, referenced in Section 4. a. 3. of the Interlocal Agreement representing a map of the proposed new Ybor City Community Redevelopment Area is amended pursuant to "Amended Exhibit C" attached hereto and made a part hereof.

Section 3. All the remaining terms and conditions of the Interlocal Agreement (as previously amended) not modified herein shall remain in full force and effect.

Section 4. This modification shall be effective upon execution by all parties and filing with the clerk of the circuit court pursuant to Section 163.01(11), Florida Statutes.

WHEREFORE, the County, the City and the Agency have executed this Second Modification as of the date above.

ATTESTED: RICHARD AKE
CLERK OF THE CIRCUIT COURT
Clerk to the Hillsborough County
Board of County Commissioners

By: _____
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

_____
By: Chair, Board of County Commissioners

DATE: 12/18/03

Approved As To Form and Legal Sufficiency

By: _____
County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 03-2011

ATTEST:

_____
CITY CLERK

The execution of this document
was authorized by Resolution
No. 2003-1268.

_____
Assistant City Attorney
K:\SAM\Agreements\CRA 2nd modification Interlocal.doc

CITY OF TAMPA, FLORIDA

By: _____
PAM IORIO, MAYOR

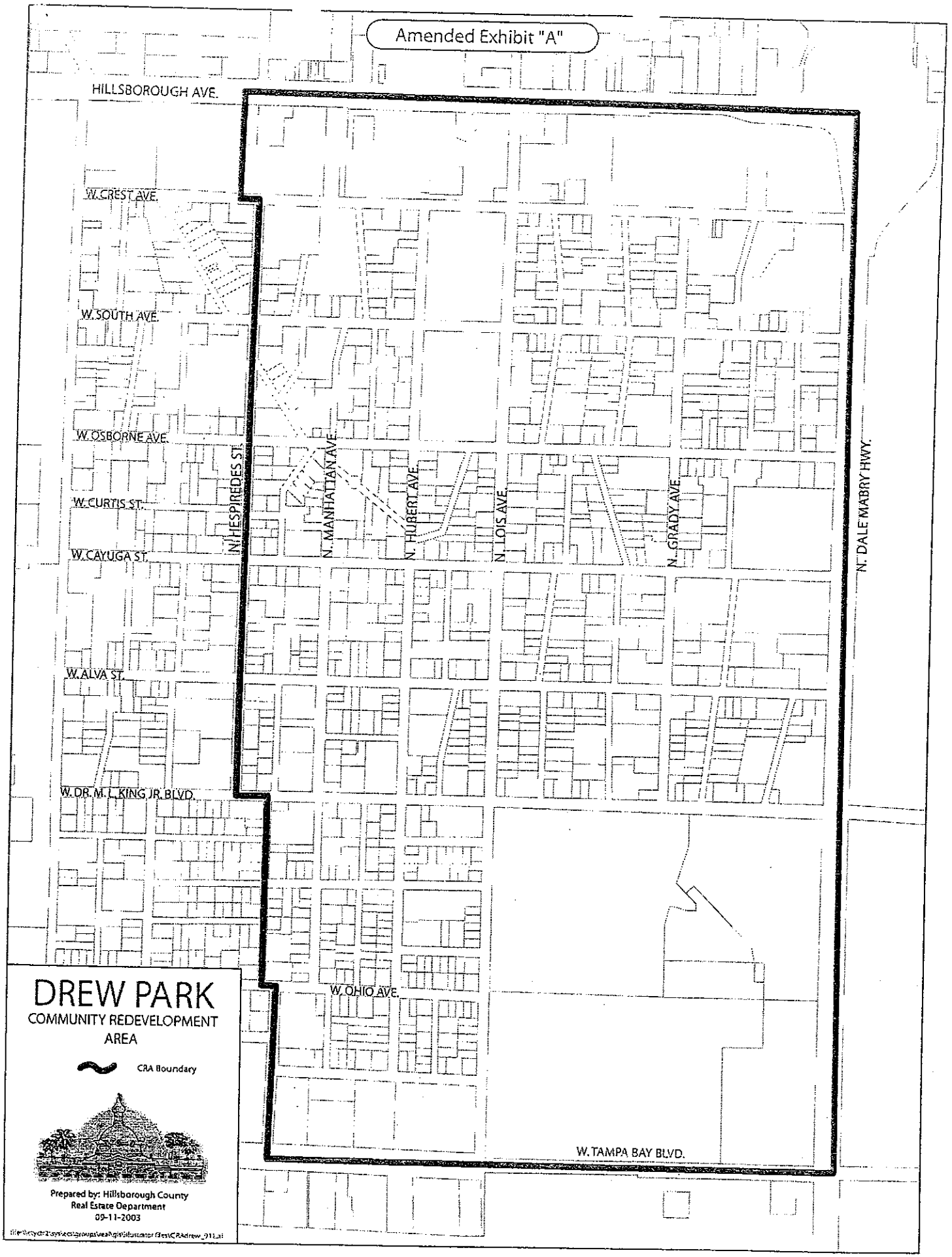
ATTEST:

By: _____
Secretary

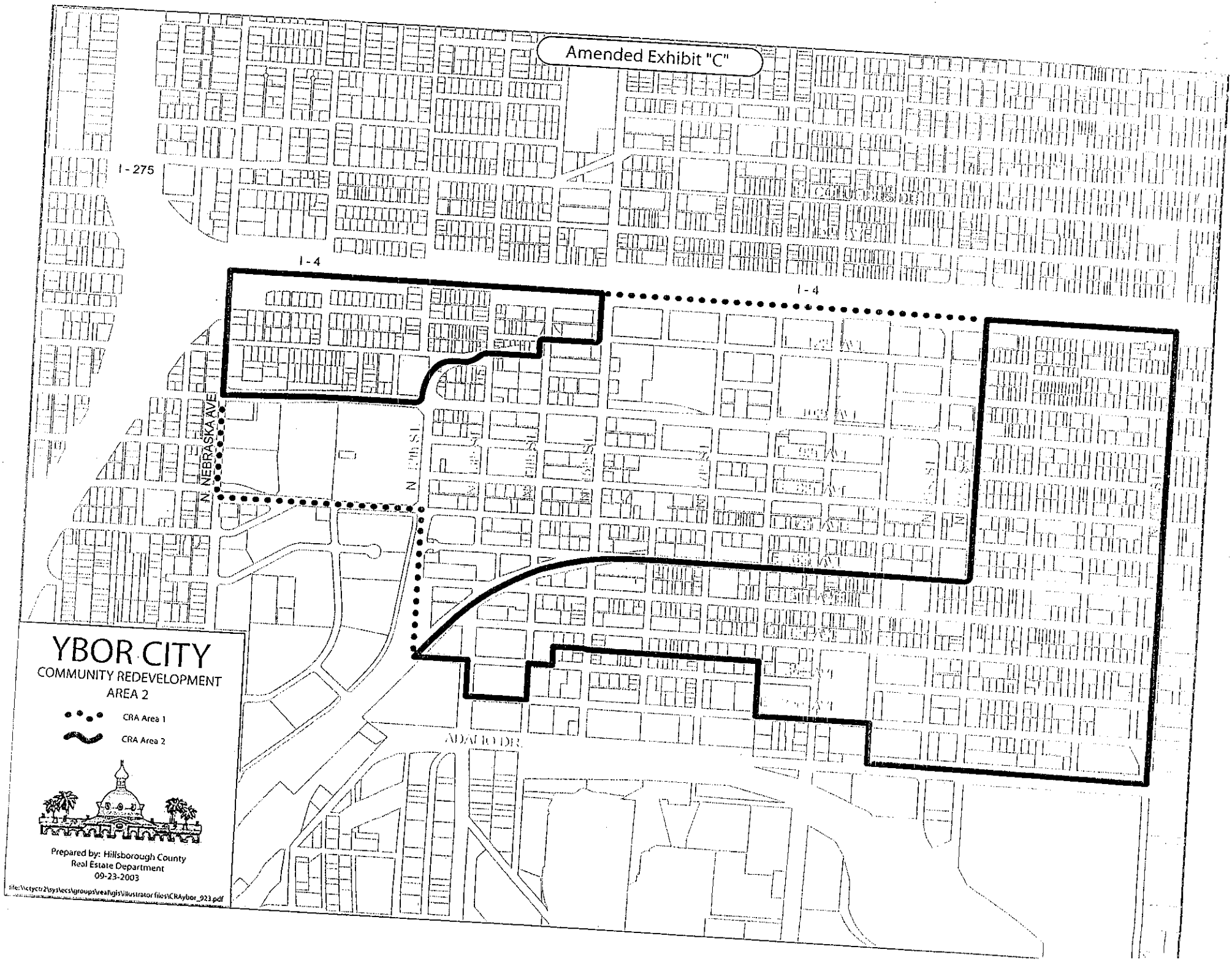
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA

By: _____
Chairman

Amended Exhibit "A"



Amended Exhibit "C"



THIRD MODIFICATION TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMPA, HILLSBOROUGH COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA REGARDING CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This Third Modification to the Interlocal Agreement dated as of March 5, 2003 (the "Interlocal Agreement") is made and entered into as of this 21st day of April, 2004, by and between Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tampa, a body politic and corporate created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Agency").

WITNESSETH:

WHEREAS, the parties previously entered into the Interlocal Agreement; and

WHEREAS, pursuant to the terms of the Interlocal Agreement, the City has completed a study of an area including the area referred to as the Hope VI Service Area; and

WHEREAS, as a result of the findings contained in such study, the City desires to consider whether it is appropriate to exercise the powers conferred by Part III of Chapter 163 of the Florida Statutes in such area; and

WHEREAS, the parties have agreed that the following modification to the Interlocal Agreement would be in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County, the City, and the Agency agree as follows:

Section 1. Section 4.a. of the Interlocal Agreement is modified by adding thereto a new subsection 4.a.4. to read as follows:

> "4. East Tampa within the area indicated on the map attached hereto and made a part hereof as Exhibit "D".

Section 2. Section 4.b of the Interlocal Agreement is modified by adding thereto the following to read as follows:

"Should the legislature modify or repeal the reporting requirements in Section 163.387(8), Florida Statutes, the Agency shall continue to provide to the County, at a minimum, the information required by Section 163.387(8), Florida Statutes (2003); provided that, any other provision of this Agreement to the contrary notwithstanding, in the event the

Agency fails to comply with this provision, the County's sole remedy will be to seek specific performance of such provision."

Section 3. All the remaining terms and conditions of the Interlocal Agreement (as previously amended) not modified herein shall remain in full force and effect.

Section 4. This modification shall be effective upon execution by all parties and filing with the clerk of the circuit court pursuant to Section 163.01(11), Florida Statutes.

WHEREFORE, the County, the City and the Agency have executed this Third Modification as of the date above.

ATTESTED: RICHARD AKE
CLERK OF THE CIRCUIT COURT
Clerk to the Hillsborough County
Board of County Commissioners

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY FLORIDA SEAL

HILLSBOROUGH COUNTY, FLORIDA

By: _____
By: Chair, Board of County Commissioners

DATE: 4/26/04

Approved As To Form and Legal Sufficiency

By: _____
County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 04-0762

ATTEST:

_____
CITY CLERK

CITY OF TAMPA, FLORIDA

By: _____
PAM IORIO, MAYOR

The execution of this document was authorized by Resolution No. 2004-466.

_____
Samuel S. Hamilton
Assistant City Attorney

ATTEST:

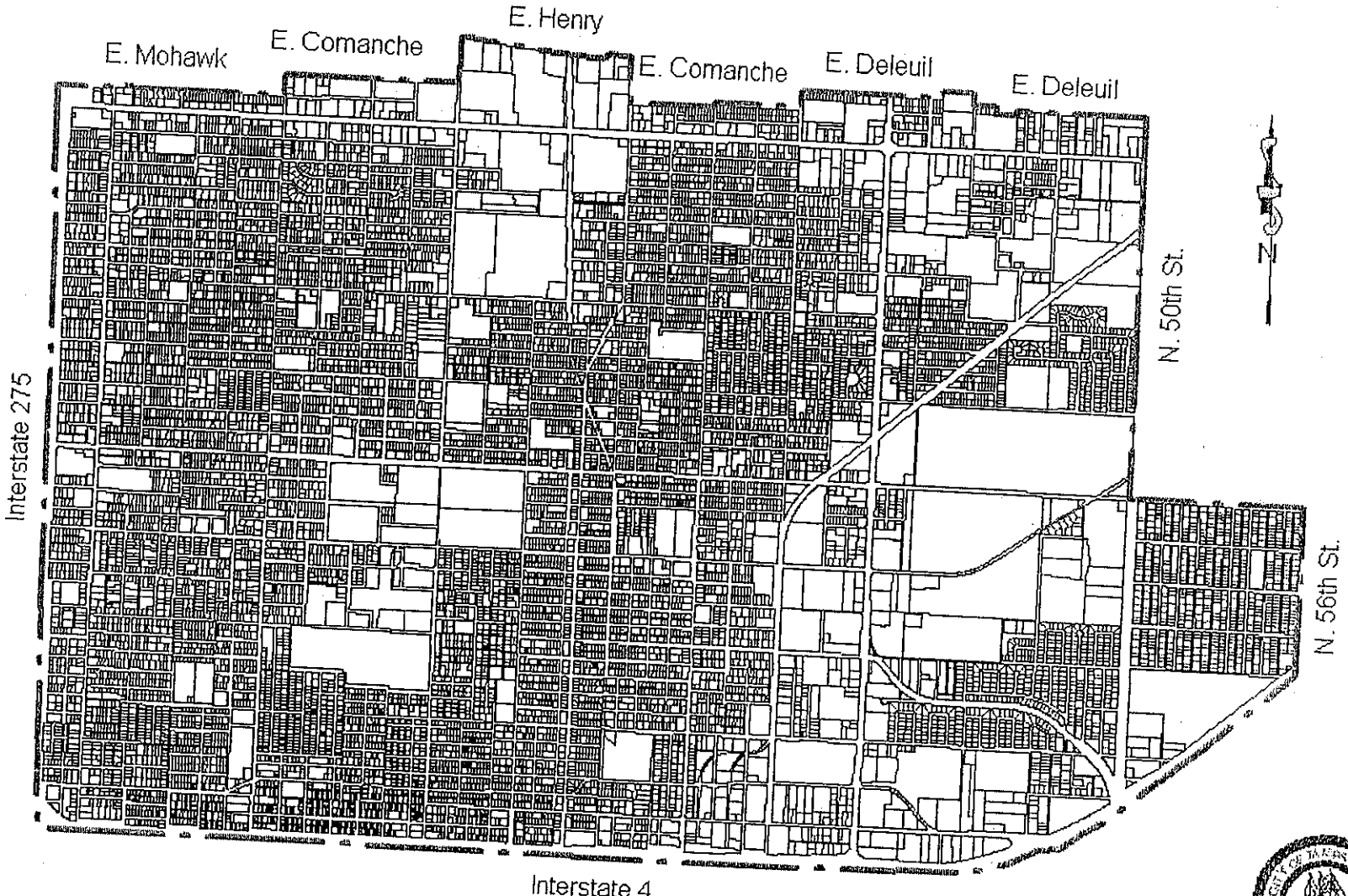
By: _____
Secretary

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA

By: _____
Chairman

K:\SAM\Agreements\CRA 3rd modification Interlocal.EastTampaversion1 04-01-04.doc

East Tampa Economic Development Area



Prepared by:
Department of Urban Development
East Tampa Development Division (M.H.)

Pam Iorio, Mayor
March 2004

EXHIBIT "D"

FOURTH MODIFICATION TO AN INTERLOCAL AGREEMENT AMONG THE CITY OF TAMPA, FLORIDA, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA AND HILLSBOROUGH COUNTY, FLORIDA REGARDING THE CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS.

This Fourth Modification to the Interlocal Agreement dated March 5, 2003, (the "Agreement") is made and entered into as of this 21st day of June, 2006, by and between the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), the City of Tampa Community Redevelopment Agency, a body political and corporate, created, existing and operating under part III of Chapter 163 of the Florida Statutes (the "Agency"), and Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County).

WITNESSETH:

WHEREAS, the parties have agreed that the following modification would be in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City, Agency and County agree as follows:

Section 1. A new Section 4.c. is added to read:

4. c. The City, the Agency and the County, agree that the City may create a new CRA Area to be known as Central Park, within an area indicated on the map attached hereto and made a part hereof as Exhibit "A" and a legal description attached hereto and made a part hereof as Exhibit "B". Furthermore, the County agrees that the City and the Agency may exercise all of the authority granted to the City and the Agency pursuant to Part III of Chapter 163, Florida Statutes 2005, (the "Act"). However, the County shall, as consideration for entering into this Fourth Modification to the Agreement, retain thirty percent (30%) of the increment calculated in Section 163.387 of the Act beginning in year eleven and continuing through year thirty of the Central Park CRA Plan as modified. By way of example, the Tax Increment Revenues attributable to the Central Park CRA Area shall be paid into the Agency's Redevelopment Trust Fund for the Central Park CRA Area in accordance with the following:

Increment Revenues From:

(i) City – Years 1-30 -100%
(ii) All other taxing authorities subject to the increment payment requirement, except the County – Years 1-30 - 100%
(iii) County Years 1-10 – 100% (0%) retained by County
Years 11-30 – (70%) (30% retained by County)

Section 5. This modification shall be effective upon execution by all parties and filing with the clerk of the circuit court pursuant to Section 163.01(11), Florida Statutes.

WHEREFORE, the City, Agency, and the County have executed this Agreement as of the date above.

ATTEST, PAT FRANK
CLERK OF THE CIRCUIT COURT
Clerk to the Hillsborough County

HILLSBOROUGH COUNTY, FLORIDA

Ken Hagan
Board of County Commissioners
~~By: Chair~~, Board of County Commissioners
Vice Chairman

By: Miriam K. Dilg
Deputy Clerk

FLORIDA SEAL

Approved As To Form and Legal Sufficiency
By: Renée Francis Lee
County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 06-0894

ATTEST:

Shirley Free-Knowles
CITY CLERK ~~DEPUTY CITY CLERK~~

CITY OF TAMPA, FLORIDA

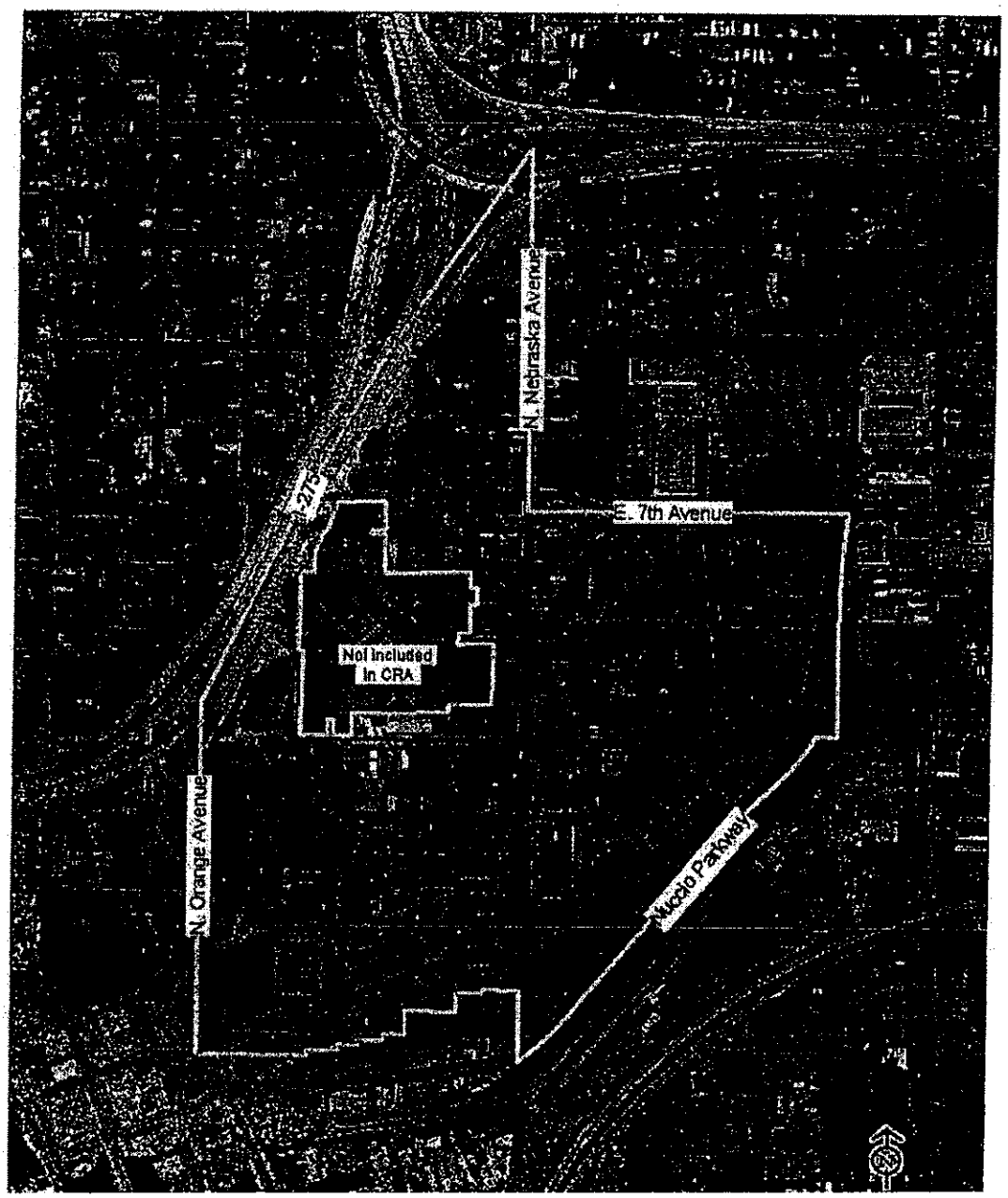
Pam Iorio
PAM IORIO, MAYOR

Approved as to Form:
Senior Assistant City Attorney

CITY OF TAMPA COMMUNITY
REDEVELOPMENT AGENCY

Mary C. Alvarez
Chairman

EXHIBIT A
CENTRAL PARK CRA AREA MAP



CENTRAL PARK VILLAGE CRA BOUNDARY

Legal Description

That part of Section 13, Township 29 South, Range 18 East, AND Section 18, Township 29 South, Range 19 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the Centerline of Interstate Highway 4 (S.R. 400), and the Centerline of Nebraska Avenue (S.R. 45), as shown on State of Florida – State Road Department Interstate Expressway No. 4, Section No. 10190-2412-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; run thence Southerly along said Centerline of Nebraska Avenue (S.R. 45), to its intersection with the Centerline of 7th Avenue; thence Easterly along said Centerline of 7th Avenue, to its intersection with the Centerline of Nick Nuccio Parkway; thence Southerly along said Centerline of Nick Nuccio Parkway, and its Southerly projection, to its intersection with the Westerly projection of the Centerline of 3rd Avenue (Alabama Avenue) and the Southerly boundary of MARYLAND AVENUE SUBDIVISION, a subdivision as recorded in Plat Book 41, Page 71 of the public records of Hillsborough County, Florida; thence Southwesterly along said Southerly boundary of MARYLAND AVENUE SUBDIVISION, and its Southwesterly projection, to its intersection with the Westerly boundary of said Section 18, Township 29 South, Range 19 East, said Westerly boundary lying in Nebraska Avenue; thence Northerly along said Westerly boundary of said Section 18, to its intersection with the Easterly projection of the Southernmost boundary of the Housing Authority of the City of Tampa, Florida Central Avenue Project, said boundary as established per City of Tampa Ordinance No. 1518-A; thence Westerly along said projection and boundary , and Southerly and Westerly along said Southernmost boundary of said Housing Project, and its Westerly projection, to its intersection with the Centerline of the Orange Street (Orange Avenue) and Jefferson Street Connector, as shown on Right of Way Map, titled – Downtown Interstate Connector to Pierce and Jefferson Streets, File No. I-6-12, prepared by Reynolds, Smith & Hills, for the City of Tampa, Department of Public Works ; thence Northerly along said Centerline of Orange Street and its Northerly projection to and along the Centerline of East Bay Street, as shown on PLAN OF MOBLEY'S SUBDIVISION, a subdivision of record as recorded in Deed Book "Q", Page 539 of the public records of Hillsborough County, Florida, to its intersection with the Centerline of Interstate Highway 275 (S.R. 93), as shown on the Tampa Expressway System Downtown Distributor, Section No. 10190-2412-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; thence Northeasterly along said centerline of Interstate 275 (S.R. 93), to its intersection with the Centerline of Interstate Highway 4 (S.R. 400); thence Easterly along said Centerline of Interstate Highway 4 (S.R. 400), to its intersection with the Centerline of Nebraska Avenue (S.R. 45), said intersection being the Point of Beginning.

LESS that part of Section 13, Township 29 South, Range 18 East, Hillsborough County, Florida being more particularly described as follows:

All of Blocks 1, 2, 5 and 6 of MIDDLETOWN, a subdivision of record as map or plat thereof is recorded in Plat Book 2, Page 28, of the public records of Hillsborough County, Florida AND all of the vacated alleys lying within said Blocks AND that portion of vacated Estelle Street, Governor Street and 3rd Avenue abutting said blocks AND the East 1/2 of vacated Lamar Street abutting said Block 2.

AND LESS:

Lots 1 and 2, Block 2, GIDDENS SUBDIVISION, as recorded in Deed Book "K", Page 518, of the public records of Hillsborough County, Florida AND all of that vacated portion of Governor Street abutting said Block 2, LESS the West 29.10 feet of the East 50.50 feet of the South 79.00 feet of said Lot 1, Block 2.

AND LESS:

Lots 1 thru 4 and 10 thru 14, Block 4, MAP OF OAK RIDGE, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 76, of the public records of Hillsborough County, Florida AND Lots 5 and 9, Block 4 of said MAP OF OAK RIDGE, AND the vacated alley abutting said lots in Block 4 AND all of that vacated portion of Henderson Avenue abutting said Block 4, LESS that part of said lots 5 and 9 acquired as right of way for Interstate 275.

AND LESS:

Blocks 2 and 3, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND that portion of vacated Estelle Street, Mitchell Street and 3rd Avenue abutting said blocks AND that portion of vacated Mitchell Street and 3rd Street abutting Lot 1, Block 2, LIPSCOMB VILLA REVISED MAP, a subdivision of record as map or plat thereof is recorded in Plat Book 2, Page 52, of the public records of Hillsborough County, Florida.

AND LESS:

Lots 7 thru 12, Block 4, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND the vacated alley abutting said lots in Block 4.

AND LESS:

Lots 9 and 10, Block 1, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND the vacated alley abutting said lots in Block 1 AND all of that portion of vacated Estelle Street abutting said Lot 10, Block 1.

AND LESS:

Lot 8, Block 1, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida, AND the vacated alley abutting said lot 8, Less the East ½ of said Lot 8, and Less the West ½ of the North 64 ½ feet of said Lot 8.

City of Tampa
Right of Way & Mapping Section
LEGAL DESCRIPTION APPROVED

Date: 5/26/06 File No. N/A

Atlas: H-12&13 By: J. H. Cok

AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG HILLSBOROUGH COUNTY, THE CITY OF TAMPA AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA REGARDING THE CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This Amended and Restated Interlocal Agreement (this "Agreement") is made and entered into as of this 15th day of October, 2014, by and among Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tampa, a public body corporate and politic created, existing and operating under Part III of Chapter 163 of the Florida Statutes (the "Agency"). The foregoing entities individually shall be referred to as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, under the authority of Part III of Chapter 163 of the Florida Statutes (the "Act"), the City created the Agency, which has the authority under the Act to plan, coordinate, and cause the redevelopment of areas of the City determined under the Act to be "slum areas" or "blighted areas" as defined in the Act; and

WHEREAS, the Agency continues to implement "community redevelopment plans" ("Plan(s)") for various "community redevelopment areas" ("CRA(s)") as those terms are defined in the Act, and the City may, from time to time, seek to declare additional areas to be "slum" or "blighted" areas and to cause the Agency similarly to implement Plans within those additional CRAs to address the identified conditions of "slum" or "blight" in those CRAs; and

WHEREAS, in order to resolve certain differences of opinion with respect to the City's exercise of the powers conferred by the Act, and since the Parties agreed that the establishment of CRAs and associated "redevelopment trust funds" ("Trust Fund(s)"), as such term is defined in the Act, are effective tools for the redevelopment of "slum" or "blighted" areas of the City, the Parties entered into that certain Interlocal Agreement Regarding Creation and Expansion of Community Redevelopment Areas as of March 5, 2003, which agreement was modified by the Parties four (4) times as of June 4, 2003, December 17, 2003, April 21, 2004, and June 21, 2006 (collectively, the "Original Agreement); and

WHEREAS, the Parties have also entered into that certain Memorandum of Understanding Regarding Central Park Community Redevelopment Area on June 21, 2006 (the "MOU"); and

WHEREAS, the Parties desire to amend and restate the Original Agreement as herein provided and to have this Agreement also supersede the MOU, which actions are in the best interests of the Parties and serve county, municipal, and public purposes;

NOW, THEREFORE, in consideration of the mutual covenants by and among the Parties hereto, it is hereby agreed that the Original Agreement is hereby amended and restated to read as follows:

Section 1. RECITALS.

The foregoing recitals are true and correct and are incorporated in this Agreement by reference.

Section 2. AUTHORITY.

This Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

Section 3. CRAs.

A. Downtown CRA.

1. The Parties agree that the Downtown CRA as created by Resolution No. 2871-H of the City Council of the City (the "City Council"), as amended by Resolution No. 88-1169, of the City Council (the "Downtown CRA"), and indicated on the maps and legal descriptions attached hereto and made a part hereof as Exhibits "A-1" and "A-2," including but not limited to, the Plan and Trust Funds therefor, was properly established and is properly operating (the CRA created by Resolution No. 2871-H of the City Council is sometimes referred to in this Agreement as the "Original Downtown CRA" and the CRA created by Resolution No. 88-1169 of the City Council is sometimes referred to in this Agreement as the "Downtown Core CRA").

2. The Parties agree that: (i) "increment revenues" ("Increment"), as such term is defined in the Act, attributable to the Original Downtown CRA Area are to be appropriated to the Trust Fund for the Original Downtown CRA by January 1 of each calendar year, commencing on January 1, 1985, through and including January 1, 2015; and (ii) the County shall not retain any portion of the Increment for the Original Downtown CRA accruable to the County as provided for in Section 163.387 of the Act during the period provided in this Subsection 3.A.2.

3. The Parties further agree that: (i) the Increment attributable to the Downtown Core CRA is to be appropriated to the Trust Fund for the Downtown Core CRA by January 1 of each calendar year, commencing on January 1, 1989, through and including January 1, 2015; and (ii) the County shall not retain any portion of the Increment for the Downtown Core CRA accruable to the County as provided for in Section 163.387 of the Act during the period provided in this Subsection 3.A.3.

4. The City and the Agency agree that, except as provided below, they will not

modify the Downtown CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Funds therefor, without the approval of the County.

5.1. If the Redevelopment Project Agreement (as hereinafter defined) is entered into by May 1, 2015, the County agrees that the City may exercise the authority as provided in Section 163.358(2) of the Act to modify the Plan for the Downtown CRA, so long as (a) the modification does not increase the area of the existing Downtown CRA or extend the duration of the Trust Funds for the Original Downtown CRA or the Downtown Core CRA beyond September 30, 2043, and (b) the modification provides that while the Increments attributable to the Original Downtown CRA and the Downtown Core CRA accruable to the County as provided for in Section 163.387 of the Act resulting from the extension of the duration of either or both of the Trust Funds for the Original Downtown CRA and the Downtown Core CRA shall be calculated pursuant to Section 163.387 of the Act, the County's payment of such Increments shall be subject to the following conditions:

(A) The County's payment of such Increments shall be made by January 1 of each year, commencing no earlier than January 1, 2016, and expiring no later than January 1, 2043;

(B) The County's payment of such Increments shall be made only in those years in which (i) the County and the City on a pari passu basis (i.e., on an equal footing) are obligated pursuant to the Redevelopment Project Agreement to make monetary reimbursements, which may include the payment of debt service on bonds, for the planning, design, financing and development of the public infrastructure provided for in the Redevelopment Project Agreement, and/or (ii) the Agency has not fully reimbursed the City for the City's expenditures for the "community redevelopment" project known as the Curtis Hixon Park improvements in an amount not to exceed Four Million Dollars ($4,000,000) (the "Agency Reimbursement");

(C) The County's payment of such Increments shall be made only in those years in which (i) a reimbursement obligation has accrued under the Redevelopment Project Agreement and the City has satisfied its then present reimbursement obligation thereunder, and/or (ii) the Agency has reimbursed the City fifty percent (50%) of the then remaining amount of the Agency Reimbursement with funds received from the City as Increment payments for the Downtown CRA;

(D) The County's payment of such Increments shall be limited in any given year to the lesser of (i) twenty-percent (20%) of such Increments, or (ii) fifty percent (50%) of the then amount accrued as a reimbursement obligation under the Redevelopment Project Agreement plus fifty percent (50%) of the then remaining amount of the Agency Reimbursement that has not been reimbursed;

(E) The County's payment of such Increments during the period provided in this Subsection 3.A.5.1 (no earlier than January 1, 2016 through no later than January 1, 2043) shall be limited in the aggregate to the lesser of Fifty Million Dollars ($50,000,000) or fifty percent (50%) of the reimbursable cost of the public infrastructure provided for in the Redevelopment Project Agreement, plus fifty percent (50%) of the amount of the Agency Reimbursement;

(F) The County's payments of such Increments shall be used by the Agency only for the following purposes: (i) satisfying the County's reimbursement obligation under the Redevelopment Project Agreement, which obligation may be satisfied by the utilization of public financing in which case the County agrees, subject to the terms of the Redevelopment Project Agreement and such financing, to participate in such financing and pay such Increments to be used by the Agency to pay debt service on such financing; and (ii) paying up to fifty percent (50%) of the amount of the Agency Reimbursement; and

(G) The Increments paid by the County shall be segregated and accounted for by the Agency in the Trust Funds for the Original Downtown CRA and the Downtown Core CRA separate and apart from all other funds in such Trust Funds, unless such Increments are being used to pay debt service and the covenants contained in the financing documents require otherwise.

"Redevelopment Project Agreement" as used in this Agreement shall mean an agreement among the Parties, and, if applicable, one or more additional entities providing for the planning, design, financing and development of (i) a project in the Downtown CRA constituting "community redevelopment," as such term is defined in the Act, and (ii) the public infrastructure necessary for the development of such project. Notwithstanding any other provision of this Agreement, the form and terms of the Redevelopment Project Agreement, and any public financing associated therewith, are subject to the approval of each Party, which approval is subject to the sole and absolute discretion of each Party.

By way of example, the modification to the Plan for the Downtown CRA shall provide that the Increments attributable to the Original Downtown CRA and the Downtown Core CRA resulting from the extension of the duration of either or both of the Trust Funds for the Original Downtown CRA and the Downtown Core CRA as agreed to herein shall be paid into the Trust Funds for the Original Downtown CRA and the Downtown Core CRA in accordance with the following:

Increment from:

(a) City - 100% (by each January 1 of 2016 through 2043);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2016 through 2043);

(c) County – amounts calculated and subject to conditions provided in this Subsection 3.A.5.1 (by each January 1, commencing no earlier than January 1, 2016 and expiring no later than January 1, 2043)

(i) in a year when a reimbursement obligation has accrued under the Redevelopment Project Agreement, the County to pay the lesser of 20% of the Increments, or 50% of the then amount accrued as a reimbursement obligation under the Redevelopment Project Agreement plus 50% of the then remaining amount of the Agency Reimbursement that has not been reimbursed;

(ii) in a year when no reimbursement obligation has accrued under the Redevelopment Project Agreement and the

Agency Reimbursement has been fully reimbursed, the County to pay 0%;

(iii) in the aggregate during the period provided in this Subsection 3.A.5.1, the County to pay the lesser of $50 Million or 50% of the reimbursable cost of public infrastructure under the Redevelopment Project Agreement, plus 50% of the amount of the Agency Reimbursement.

5.2. If the Redevelopment Project Agreement is not entered into by May 1, 2015, the Parties agree that Subsection 3.A.5.1 shall be of no force and effect, and the County agrees that the City may exercise the authority as provided in Section 163.358(2) of the Act to modify the Plan for the Downtown CRA, so long as (a) the modification does not increase the area of the existing Downtown CRA or extend the duration of the Trust Funds for the Original Downtown CRA or the Downtown Core CRA beyond September 30, 2043, and (b) the modification provides that while the Increments attributable to the Original Downtown CRA and the Downtown Core CRA accruable to the County as provided for in Section 163.387 of the Act resulting from the extension of the duration of either or both of the Trust Funds for the Original Downtown CRA and the Downtown Core CRA shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain One Hundred Percent (100%) of such Increments resulting from the extension of the duration of either or both of the Trust Funds for the Original Downtown CRA and the Downtown Core CRA.

B. Ybor City I CRA.

1. The Parties agree that the CRA known as Ybor City I ("Ybor I"), as created by Resolution No. 88-1178 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "B," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to Ybor I is to be appropriated to the Trust Fund for Ybor I by January 1 of each calendar year, commencing on January 1, 1989, through and including January 1, 2015; and (ii) while the Increment for Ybor I accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Thirty Percent (30%) of such Increment commencing on January 1, 2004, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.B.2. By way of example, the Increment attributable to Ybor I for the entirety of the period provided in this Subsection 3.B.2 shall be paid into the Trust Fund for Ybor I in accordance with the following:

Existing Increment from:

(a) City - 100% (by each January 1 of 1989 through 2015);

(b) all other taxing authorities subject to the Increment payment

requirement, except the County – 100% (by each January 1 of 1989 through 2015);

(c) County - 100% (by each January 1 of 1989 through 2003)(0% retained by County)

- 70% (by each January 1 of 2004 through 2015)(30% retained by County).

3. The City and the Agency agree that, except as provided below, they will not modify Ybor I so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

4. The County agrees that the City may exercise the authority as provided in Section 163.358(2) of the Act to modify the Plan for Ybor I, so long as the modification does not increase the area of the existing Ybor I or extend the duration of the Trust Fund therefor beyond September 30, 2034, and the modification provides that while the Increment for Ybor I accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Thirty Percent (30%) of such Increment resulting from the extension of the duration of the Trust Fund for Ybor I. By way of example, the modification to the Plan for Ybor I shall provide that the Increment attributable to Ybor I resulting from the extension of the duration of the Trust Fund therefor as agreed to herein shall be paid into the Trust Fund for Ybor I in accordance with the following:

Extended Increment from:

(a) City - 100% (by each January 1 of 2016 through 2034);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2016 through 2034);

(c) County - 70% (by each January 1 of 2016 through 2034) (30% retained by County).

C. Tampa Heights Riverfront CRA.

1. The Parties agree that the Tampa Heights Riverfront CRA, formerly known as the Old Tampa Police Department Site CRA, as created by Resolution No. 99-0748 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "C," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to the Tampa Heights Riverfront CRA is to be appropriated to the Trust Fund for the Tampa Heights Riverfront CRA by January 1 of each calendar year, commencing on January 1, 2000, through and including January 1, 2029; and (ii) while the Increment for the Tampa Heights Riverfront CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment

commencing on January 1, 2010, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.C.2. By way of example, the Increment attributable to the Tampa Heights Riverfront CRA for the entirety of the period provided in this Subsection 3.C.2 shall be paid into the Trust Fund for the Tampa Heights CRA in accordance with the following:

Existing Increment from:

(a) City - 100% (by each January 1 of 2000 through 2029);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2000 through 2029);

(c) County - 100% (by each January 1 of 2000 through 2009) (0% retained by County)

– 80% (by each January 1 of 2010 through 2029) (20% retained by County).

3. The City and the Agency agree that, except as provided below, they will not modify the Tampa Heights Riverfront CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

4. The County agrees that the City may exercise the authority as provided in Section 163.358(2) of the Act to modify the Plan for the Tampa Heights Riverfront CRA, so long as the modification does not increase the area of the existing Tampa Heights Riverfront CRA or extend the duration of the Trust Fund therefor beyond September 30, 2043, and the modification provides that while the Increment for the Tampa Heights Riverfront CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Fifty Percent (50%) of such Increment resulting from the extension of the duration of the Trust Fund for the Tampa Heights Riverfront CRA. By way of example, the modification to the Plan for the Tampa Heights Riverfront CRA shall provide that the Increment attributable to the Tampa Heights Riverfront CRA resulting from the extension of the duration of the Trust Fund therefor as agreed to herein shall be paid into the Trust Fund for the Tampa Heights Riverfront CRA in accordance with the following:

Extended Increment from:

(a) City - 100% (by each January 1 of 2030 through 2043);

(b) all other taxing authorities subject to the increment payment requirement, except the County - 100% (by each January 1 of 2030 through 2043);

(c) County - 50% (by each January 1 of 2030 through 2043) (50% retained by County).

D. Drew Park CRA.

1. The Parties agree that the Drew Park CRA as created by Resolution No. 2004-796 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "D," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to the Drew Park CRA is to be appropriated to the Trust Fund for the Drew Park CRA by January 1 of each calendar year, commencing on January 1, 2005, through and including January 1, 2034; and (ii) while the Increment for the Drew Park CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment commencing on January 1, 2015, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.D.2. By way of example, the Increment attributable to the Drew Park CRA for the entirety of the period provided in this Subsection 3.D.2 shall be paid into the Trust Fund for the Drew Park CRA in accordance with the following:

Increment from:

(a) City- 100% (by each January 1 of 2005 through 2034);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2005 through 2034);

(c) County - 100% (by each January 1 of 2005 through 2014) (0% retained by County)

- 80% (by each January 1 of 2015 through 2034) (20% retained by County).

3. The City and the Agency agree that they will not modify the Drew Park CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

E. Channelside CRA.

1. The Parties agree that the Channelside CRA as created by Resolution No. 2004-795 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "E," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to the Channelside CRA is to be appropriated to the Trust Fund for the Channelside CRA by January 1 of each calendar year, commencing on January 1, 2005, through and including January 1, 2034; and (ii) while the Increment for the Channelside CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment commencing on January 1, 2015, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.E.2. By way of example, the Increment attributable to the Channelside CRA for the entirety of the period provided in this Subsection 3.E.2 shall be paid into the Trust Fund for the Channelside CRA in accordance with the following:

Increment from:

(a) City - 100% (by each January 1 of 2005 through 2034);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2005 through 2034);

(c) County - 100% (by each January 1 of 2005 through 2014) (0% retained by County)

- 80% (by each January 1 of 2015 through 2034) (20% retained by County).

3. The City and the Agency agree that they will not modify the Channelside CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

F. Ybor City II CRA.

1. The Parties agree that the CRA known as Ybor City II ("Ybor II") as created by Resolution No. 2004-665 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "F," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to Ybor II is to be appropriated to the Trust Fund for Ybor II by January 1 of each calendar year, commencing on January 1, 2005, through and including January 1, 2034; and (ii) while the Increment for Ybor II accruable to the County as provided for in Section 163.387 of the Act, shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment commencing on January 1, 2015, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.F.2. By way of example, the Increment attributable to Ybor II for the entirety of the period provided in this Subsection 3.F.2 shall be paid into the Trust Fund for Ybor II in accordance with the following:

Increment from:

(a) City- 100% (by each January 1 of 2005 through 2034);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2005 through 2034);

(c) County- 100% (by each January 1 of 2005 through 2014) (0% retained by County)

- 80% (by each January 1 of 2015 through 2034) (20% retained by County).

3. The City and the Agency agree that they will not modify Ybor II so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

G. East Tampa CRA.

1. The Parties agree that the East Tampa CRA as created by Resolution No. 2004-662 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "G," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to the East Tampa CRA is to be appropriated to the Trust Fund for the East Tampa CRA by January 1 of each calendar year, commencing on January 1, 2005, through and including January 1, 2034; and (ii) while the Increment for the East Tampa CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment commencing on January 1, 2015, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.G.2. By way of example, the Increment attributable to the East Tampa CRA for the entirety of the period provided in this Subsection 3.G.2 shall be paid into the Trust Fund for the East Tampa CRA in accordance with the following:

Increment from:

(a) City - 100% (by each January 1, 2005 through 2034);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2005 through 2034);

(c) County -100% (by each January 1 of 2005 through 2014) (0% retained by County)
- 80% (by each January 1 of 2015 through 2034) (20% retained by County).

3. The City and the Agency agree that they will not modify the East Tampa CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

H. Central Park CRA.

1. The Parties agree that the Central Park CRA as created by Resolution No. 2006-444 of the City Council and indicated on the map and legal description attached hereto and made a part hereof as Exhibit "H," including but not limited to, the Plan and Trust Fund therefor, was properly established and is properly operating.

2. The Parties agree that: (i) the Increment attributable to the Central Park CRA is to be appropriated to the Trust Fund for the Central Park CRA by January 1 of each calendar year, commencing on January 1, 2007, through and including January 1, 2036; and (ii) while the Increment for the Central Park CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Thirty Percent (30%) of such Increment commencing on January 1, 2017, and on each January

1 thereafter for the remainder of the period provided in this Subsection 3.H.2. By way of example, the Increment attributable to the Central Park CRA for the entirety of the period provided in this Subsection 3.H.2 shall be paid into the Trust Fund for the Central Park CRA in accordance with the following:

Increment from:

(a) City - 100% (by each January 1 of 2007 through 2036);

(b) all other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2007 through 2036);

(c) County - 100% (by each January 1 of 2007 through 2016) (0% retained by County)
- 70% (by each January 1 of 2017 through 2036) (30% retained by County).

3. The City and the Agency agree that they will not modify the Central Park CRA so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County.

I. West Tampa CRA.

The Parties agree that: (i) the City may create a new CRA to be known as the West Tampa CRA, within an area indicated on the map and legal description attached hereto and made a part hereof as Exhibit "I;" (ii) the Plan, including any modifications thereto, and the Trust Fund for the West Tampa CRA shall each have a duration that expires no later than October 1, 2043; and (iii) the West Tampa CRA shall not be modified so as to increase the boundaries thereof, or the duration of the Plan or Trust Fund therefor, without the approval of the County. The Parties also agree that: (i) the Increment attributable to the West Tampa CRA is to be appropriated to the Trust Fund for the West Tampa CRA by January 1 of each calendar year, commencing on January 1, 2016, through and including January 1, 2043; and (ii) while the Increment for the West Tampa CRA accruable to the County as provided for in Section 163.387 of the Act shall be calculated pursuant to Section 163.387 of the Act, the County shall, as consideration for entering into this Agreement, retain Twenty Percent (20%) of such Increment commencing on January 1, 2026, and on each January 1 thereafter for the remainder of the period provided in this Subsection 3.I. By way of example, the Increment attributable to the West Tampa CRA for the entirety of the period provided in this Subsection 3.I shall be paid into the Trust Fund for the West Tampa CRA in accordance with the following:

Increment from:

(a) City - 100% (by each January 1 of 2016 through 2043);

(b) All other taxing authorities subject to the Increment payment requirement, except the County - 100% (by each January 1 of 2016 through 2043);

(c) County - 100% (by each January 1 of 2016 through 2025) (0% retained by County)
- 80% (by each January 1 of 2026 through 2043) (20% retained by County).

Section 4. REPORTING REQUIREMENTS.

In addition to any other information required by the Act, the Agency shall provide the County with a report of the audit of each Trust Fund for each CRA provided for in this Agreement, which audit is to be conducted each fiscal year for the duration of each Trust Fund by an independent certified public accountant or firm. Each such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, each Trust Fund during each fiscal year and the amount of principal and interest paid during each year on any indebtedness to which Increment from the associated CRA is pledged and the remaining amount of such indebtedness. Any other provision of this Agreement to the contrary notwithstanding, in the event the Agency fails to comply with this provision, the County's sole remedy will be to seek specific performance of such provision.

Section 5. PROCEDURE FOR FUTURE CRAs.

The City may propose future CRAs in areas not otherwise specified in this Agreement in which the taxable value of real property has grown at a percentage rate that is less than the percentage rate of the taxable value of all property in the City for the previous five (5) years. The City and the County shall negotiate the boundaries and duration of future CRAs and Trust Funds therefor in good faith.

Section 6. EXCLUSIVE AUTHORITY OF CITY AND AGENCY TO OPERATE CRAS.

Except as expressly provided in this Agreement, the City and the Agency shall have exclusive decision making authority for the Agency and all CRAs and Trust Funds in the City, and shall be authorized to exercise any and all powers contained in the Act, including the expenditure of any funds in each Trust Fund for each CRA provided for in this Agreement, without approval from the County.

Section 7. TERM.

This Interlocal Agreement shall be effective upon the later of execution by all Parties and filing with the Clerk of the Circuit Court of Hillsborough County as provided in Section 15 of this Agreement and shall terminate upon expiration or dissolution of all City CRAs' Trust Funds, unless agreed upon in writing by the Parties to this Agreement.

Section 8. VALIDITY OF INTERLOCAL AGREEMENT.

After consultation with their respective legal counsel, the Parties represent and warrant to each other their respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement and waive any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. The Parties each hereby represent, warrant and covenant to and with each other (i) that this Agreement has been validly approved by their respective governing body at a duly

held public meeting, (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective Party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other Parties), and (iii) that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

Section 9. REMEDIES.

The Parties shall be entitled to all remedies at law or in equity, including expressly but not limited to injunctive relief and specific performance, in the course of enforcing this Agreement. However, no Party shall take any action or be entitled to any remedy which would (i) prevent or disrupt the payment of debt service on bonds, notes or other obligations issued by any of the Parties in a manner consistent with this Agreement or (ii) prevent or disrupt the deposit of Increment into a Trust Fund which has been established in a manner consistent with this Agreement.

Section 10. AMENDMENT AND WAIVER.

Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved and jointly executed by the Parties. This Agreement shall be enforceable by, binding upon, and inure to the benefits of, the Parties and their respective successors and assigns. Any Party shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such Party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing.

Section 11. THIRD-PARTY BENEFICIARY.

This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

Section 12. NONSEVERABILITY.

The provisions of this Agreement are declared by the Parties not to be severable.

Section 13. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Hillsborough County, Florida.

Section 14. HEADINGS.

The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 15. FILING.

Pursuant to Section 163.01(11), Florida Statutes, prior to its effectiveness, this Agreement shall be filed with the Clerk of the Circuit Court of Hillsborough County.

Section 16. EFFECT OF EXECUTION.

Notwithstanding any other provision of this Agreement, each of the Parties reserves its respective position concerning the authority of the City to exercise the powers enumerated in the Act, and the execution of this Agreement by a Party shall not be construed as a concession that such Party's position is incorrect.

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

ATTESTED:
CLERK OF THE CIRCUIT COURT

Clerk to the Board of County Commissioners

By:_____
Deputy Clerk

Approved as to Form:

_____
Samuel S. Hamilton
Senior Assistant County Attorney

HILLSBOROUGH COUNTY, FLORIDA

By:_____
Mark Sharpe, Chairman, Hillsborough County Board of County Commissioners

ATTEST:

CITY CLERK

_____

CITY OF TAMPA

_____
Bob Buckhorn, Mayor

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA

_____
Secretary/Assistant Secretary (Seal)

By:_____
Frank Reddick, Chairman

The execution of this document was authorized by Resolution No._____

_____

Chief Assistant City Attorney

CRA A & R Interlocal Agreement 10-14-14 Execution Copy.doc

EXHIBIT "A-1"

Original Downtown CRA Map and Legal Description

CITY OF TAMPA, FLORIDA

RIGHT OF WAY SECTION

DEPARTMENT OF HOUSING, INSPECTIONS AND COMMUNITY SERVICES

III. LEGAL DESCRIPTION

Type: PROPERTY AREA BOUNDARY

Location: DOWNTOWN COMMUNITY REDEVELOPMENT AREA

PARCEL NO. 1

Sheet: 1 of 3

By: [illegible]

Date: 7-6-83

Sec. Secs. 13, 24 & 25, T29S, R18E AND Secs. 18, 19 & 30, T29S, R19E

Checked: [illegible]

Date: 7-6-83

Project (File) No.: 414.3

Title Information By: None

Parcel (File) No.: - - -

That tract of land lying in Sections 13, 24 and 25 of Township 29 South, Range 18 East, AND in Sections 18, 19 and 30 in Township 29 South, Range 19 East as located in Hillsborough County, Florida, more particularly described as follows, to wit:

Begin at the intersection of the Southwesterly projection of the Centerline of Whiting Street as shown on TAMPA, a subdivision of record in Plat Book 1, Page 7 of the Public Records of Hillsborough County, Florida, with a Centerline in the Hillsborough River, said Centerline being that between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army and shown on their drawing of the U. S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 454-20,641; run thence Northeasterly along said projection and Centerline of Whiting Street to the Centerline of Monroe Street (Florida Avenue) in said Subdivision; run thence Northwesterly along said Centerline to the Centerline of Lafayette Street (John F. Kennedy Boulevard) in said Subdivision; run thence Northeasterly along said Centerline and its Easterly projection to the Centerline of the Eastbound Lane of the Eastern extension to I-75 of the Tampa South Crosstown Expressway Project (State Road 618); run thence Northeasterly along said Centerline to the Centerline of Drew Avenue (as shown on DREW'S ADDITION TO TOWN OF TAMPA, a subdivision of record in Deed Book "K", Page 534); run thence Northwesterly along said Centerline to the Easterly projection of the Centerline of Twiggs Street as shown on said TAMPA Subdivision; run thence Southwesterly along said projection and Centerline to the Centerline of Jefferson Street as shown on said TAMPA Subdivision; run thence Northwesterly along said Centerline to the Centerline of Cass Street as shown on said TAMPA Subdivision; run thence Southwesterly along said projection and Centerline to the Centerline of the Southbound Lane of Ashley Drive Interstate Expressway Connector, as shown on RIVERFRONT SUBDIVISION EAST, of record in Plat Book 42, Page 56 of the Public Records of Hillsborough County, Florida; run thence Northerly and Northwesterly along said Centerline to the Centerline of the Scott Street exit ramp of the State of Florida-State Road Department Interstate Expressway No. 4, as shown on said RIVERFRONT SUBDIVISION EAST: run thence Northeasterly and Easterly along said Centerline to and along the Centerline of the Scott Street Right of Way lying South of and abutting the Southerly Limited Access Right of Way Lines, and their Easterly projections, as shown on the Tampa Expressway System Downtown Distributor, Section No. 10190-2412-41-14 of

HICS 387

2802001949

CITY OF TAMPA, FLORIDA

RIGHT OF WAY SECTION

DEPARTMENT OF HOUSING, INSPECTIONS AND COMMUNITY SERVICES

LEGAL DESCRIPTION

Type: PROPERTY AREA BOUNDARY

Location: DOWNTOWN COMMUNITY REDEVELOPMENT AREA

PARCEL NO. 1

Sheet: 2 of 3

By: [illegible]

Date: 7-6-83

Sec. Secs. 13, 24 & 25, T29S, R18E AND Secs. 18, 19 & 30, T29S, R19E

Checked: [illegible]

Date: 7-6-83

Project (File) No.: 414.3

Title Information By: None

Parcel (File) No.: - - -

State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; run thence Easterly along said Centerline to the Centerline of East Bay Street as shown on PLAN OF MOBLEY'S SUBDIVISION, of record in Deed Book "Q", Page 539 of the Public Records of Hillsborough County, Florida; run thence Southerly along said Centerline, and its Southerly projection, to its point of intersection with the Westerly projection of the Southernmost boundary of the Housing Authority of the City of Tampa, Florida Central Avenue Project, said boundary as established per City of Tampa Ordinance No. 1518-A; run thence Easterly along said projection and boundary, and Northerly and Easterly along said Southernmost boundary of said Housing Project, to the Southeasterly corner of said Project; continue thence Easterly along the Easterly projection of said boundary to the Westerly boundary of Section 18, Township 29 South, Range 19 East, as lying in Nebraska Avenue (State Road 45); run thence Southerly along said Section Line 250 feet; run thence Easterly, and parallel to the Southerly boundary of said Section 18, to the Southeasterly boundary of MARYLAND AVENUE SUBDIVISION, of record in Plat Book 41, Page 71 of the Public Records of Hillsborough County, Florida; run thence Northeasterly along said boundary to the Westerly projection of the Centerline of Alabama Avenue (3rd Avenue) as shown on LESLEY'S SUBDIVISION, of record in Plat Book 1, Page 8 of the Public Records of Hillsborough County, Florida; run thence Easterly along said projection and Centerline to the Centerline of Elizabeth Street (13th Street); run thence Southerly along said Centerline, and its Southerly projection, to its intersection with the Northeasterly projection of the Southeasterly Limited Access Right of Way Line of said Tampa South Crosstown Expressway Eastern Extension to I-75; run thence Southwesterly along said projection and Limited Access Right of Way Line, and its Southwesterly projection, to the Westerly boundary of Meridian Avenue, as shown on MAP OF FINLEY AND JONES SUBDIVISION, of record in Plat Book 1, Page 93 of the Public Records of Hillsborough County, Florida; run thence Southeasterly along said boundary, and its Southeasterly projection, to and along the Westerly boundaries, and their Northwesterly and Southeasterly projections, of Maxwell Avenue (Meridian Avenue) as shown on MAP OF FINLEY AND STILLINGS SUBDIVISION, of record in Plat Book 1, Page 88 of the Public Records of Hillsborough County, Florida, that unnamed street Right of Way per Plat (Meridian Avenue) as shown on MAP OF FINLEY AND CAESAR SUBDIVISION, of record in Plat Book 1, Page 84 of the Public Records of Hillsborough County, Florida, and Wiggins Avenue (Meridian Avenue) as shown on HENDRY & KNIGHT'S MAP OF CHAMBERLAINS, a subdivision of record in Plat Book 5, Page 10 of

HICS 367

2802001949

CITY OF TAMPA, FLORIDA

RIGHT OF WAY SECTION

DEPARTMENT OF HOUSING, INSPECTIONS AND COMMUNITY SERVICES

LEGAL DESCRIPTION

Type: PROPERTY AREA BOUNDARY

Location: DOWNTOWN COMMUNITY REDEVELOPMENT AREA

PARCEL NO. 1

Sheet: 3 of 3

By: [illegible]

Date: 7-6-83

Sec. Secs. 13, 24 & 25, T29S, R18E AND Secs. 18, 19 & 30, T29S, R19E

Checked: [illegible]

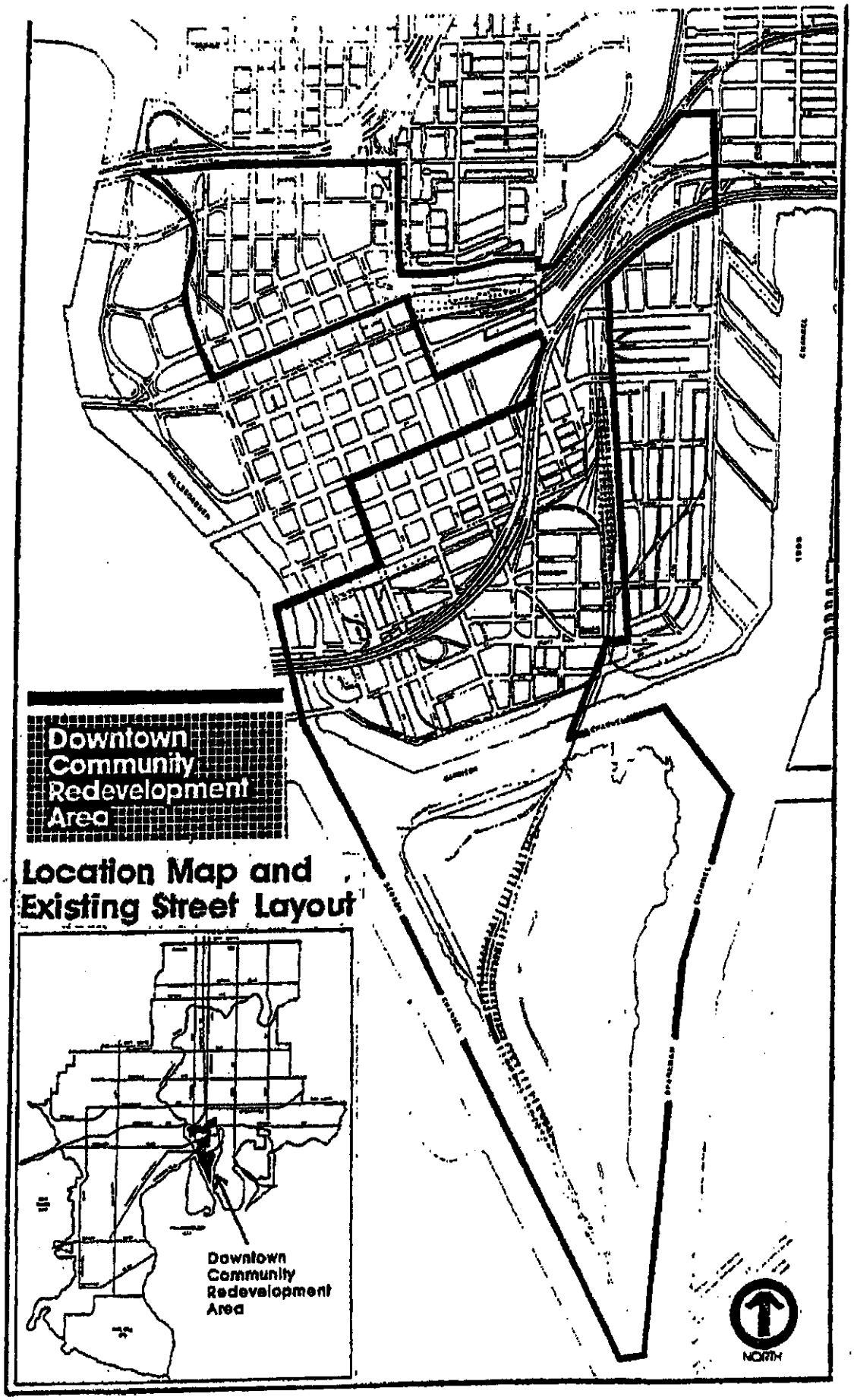
Date: 7-6-83

Project (File) No.: 414.3

Title Information By: None

Parcel (File) No.: - - -

the Public Records of Hillsborough County, Florida, to the Easterly projection of the Centerline of Carew Avenue (Platt Street), as shown on said HENDRY & KNIGHT'S MAP OF CHAMBERLAINS Subdivision; run thence Westerly along said Centerline projection to the Northeasterly projection of the Easterly Boundary of Water Lot 70 of said HENDRY & KNIGHT'S MAP OF CHAMBERLAINS Subdivision; run thence Southwesterly along said projection, Easterly boundary, and its Southwesterly projection, to the Centerline of Garrison Channel per the Tampa Port Authority Bulkhead Lines as established by Hillsborough County Port Authority on September 15, 1960, December 5, 1961 and April 5, 1963, and filed for record in Plat Book 42, Page 37 of the Public Records of Hillsborough County, Florida; run thence Northeasterly along said Centerline to a Point of Intersection with a Line, said Line lying 350 feet Northeasterly of and parallel to that combined Pierhead and Bulkhead Line along the Northeasterly boundary of Seddon Island lying between the U. S. Corps of Engineers Harbor Line Monuments THL 214 and THL 208; run thence Southeasterly along said Line to its intersection with the Northeasterly projection of the Centerline of Sparkman Channel; run thence Southwesterly along said Centerline, and its Southwesterly projection, to a Line lying 750 feet Southeasterly of and parallel to that combined Pierhead and Bulkhead Line forming the Southerly boundary of Seddon Island, and lying between the U. S. Corps of Engineers Harbor Line Monuments THL 204 and THL 218; run thence Southwesterly along said Line to its intersection with the Centerline of Seddon Channel; run thence Northwesterly along said Centerline and its Northwesterly projection to its intersection with that combined Pierhead and Bulkhead Line lying between U. S. Corps of Engineers Monuments THL 13A and THL 101A, all channels, combined Pierhead & Bulkhead Lines and referenced Monuments being as indicated per Plat Book 42, Page 37 of the Public Records of Hillsborough County, Florida; run thence Southwesterly along said Line to its intersection with a Centerline in the Hillsborough River, said Centerline being that between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army, and shown on their drawing of the U. S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 454-20,641; run thence Northwesterly along said Centerline to the Point of Beginning of the tract herein described.



Location Map and Existing Street Layout

EXHIBIT "A-2"

Downtown Core CRA Map and Legal Description

CITY OF TAMPA, FLORIDA

RIGHT OF WAY SECTION

DEPARTMENT OF HOUSING, INSPECTIONS AND COMMUNITY SERVICES

LEGAL DESCRIPTION

Type: PROPERTY AREA BOUNDARY

Location: DOWNTOWN COMMUNITY REDEVELOPMENT AREA

PARCEL NO. 2

Sheet: 1 of 2

By: [illegible]

Date: 5-11-87

Sec. 13 & 24, T29S, R18E AND Sec.19, T29S, R19E

Checked: [illegible]

Date: 5-11-87

Project (File) No.: 414.3

Title Information By: NONE

Parcel (File) No.:

That tract of land lying in Sections 13 and 24 of Township 29 South, Range IB East, AND in Section 19 Township 29 South, Rangu 19 East as located in Hillsborough County, Florida, more particlIIarly described as follows to wit:

Begin at the intersection of the Southwesterly projection of the Centerline of Whiting Street as shown on TAMPA, a subdivision of record in Plat Book 1, Page 7 of the Public Records of Hi 11 sborough County, Florida, with a Centerline in the Hillsborough River, said Centerline being that between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army and shown on their drawing of the U.S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 454-20,641; run thence Northeasterly along said projection and Centerline of Whiting Street to the Centerline of Monroe Street (Florida Avenue) in said Subdivision; run thence Northwesterly along said Centerline to the Centerline of Lafayette Street (John F. Kennedy Boulevard) in said Subdivision; run thence Northeasterly along said Centerline and its Easterly projection to the Centerline of the Eastbound Lane of the Eastern extension to 1—75 of the Tampa South Crosstown Expressway Project (State Road 618); run thence Northeasterly along said Centerline to the Centerline of Drew Avenue (as shown on DREW'S ADDITION TO TOWN OF TAMPA, a

CITY OF TAMPA, FLORIDA

BIGHT OF WAY SECTION

DEPARTMENT OF HOUSING, INSPECTIONS AND COMMUNITY SERVICES

LEGAL DESCRIPTION

Type: PROPERTY AREA BOUNDARY

Location: DOWNTOWN COMMUNITY REDEVELOPMENT AREA

~~PARCEL NO.~~ *

~~Sheet~~ 2 of 2

By: [illegible]

Date: [illegible]

Sec. 13 & 24, T29S, R18E AND Sec.19, T29S, R19E

Checked: ^ - ^ ^

Date: 5-11-87

Project (File) No.: 414.3

Title Information By: NONE

Parcel (File) No.:

subdivision of record in Deed Book "K", Page 534); run thence Northwesterly along said Centerline to the Easterly projection of the Centerline of Twiggs Street as shown on said TAMPA Subdivision; run thence Southwesterly along said projection and Centerline to the Centerline of Jefferson Street as shown on said TAMPA subdivision; run thence Northwesterly along said Centerline to the Centerline of Cass Street as shown on said TAMPA Subdivision; run thence Southwesterly along said projection and Centerline to the Centerline of the Southbound Lane of Ashley Drive Interstate Expressway Connector, as shown on RIVERFRONT SUBDIVISION EAST, of record in Plat Book 42, Page 56 of the Public Records of Hi llsborough County, Florida; run thence Northerly and Northwesterly along said Centerline to the Centerline of the Scott Street. exit ramp of the State of Florida-State Road Department Interstate Expressway No. 4, as shown on said RIVERFRONT SUBDIVISION EAST; run thence Southwesterly along said Centerline to its intersection with a Centerline in the Hillsborough River, said Centerline being that between the Easterly and Westerly combined Pierhead and Bulkhead lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army, and shown on their drawing of the U.S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 454-20,641; run thence Southwesterly and Southeasterly along said Centerline to the Point of Beginning of the tract herein described.

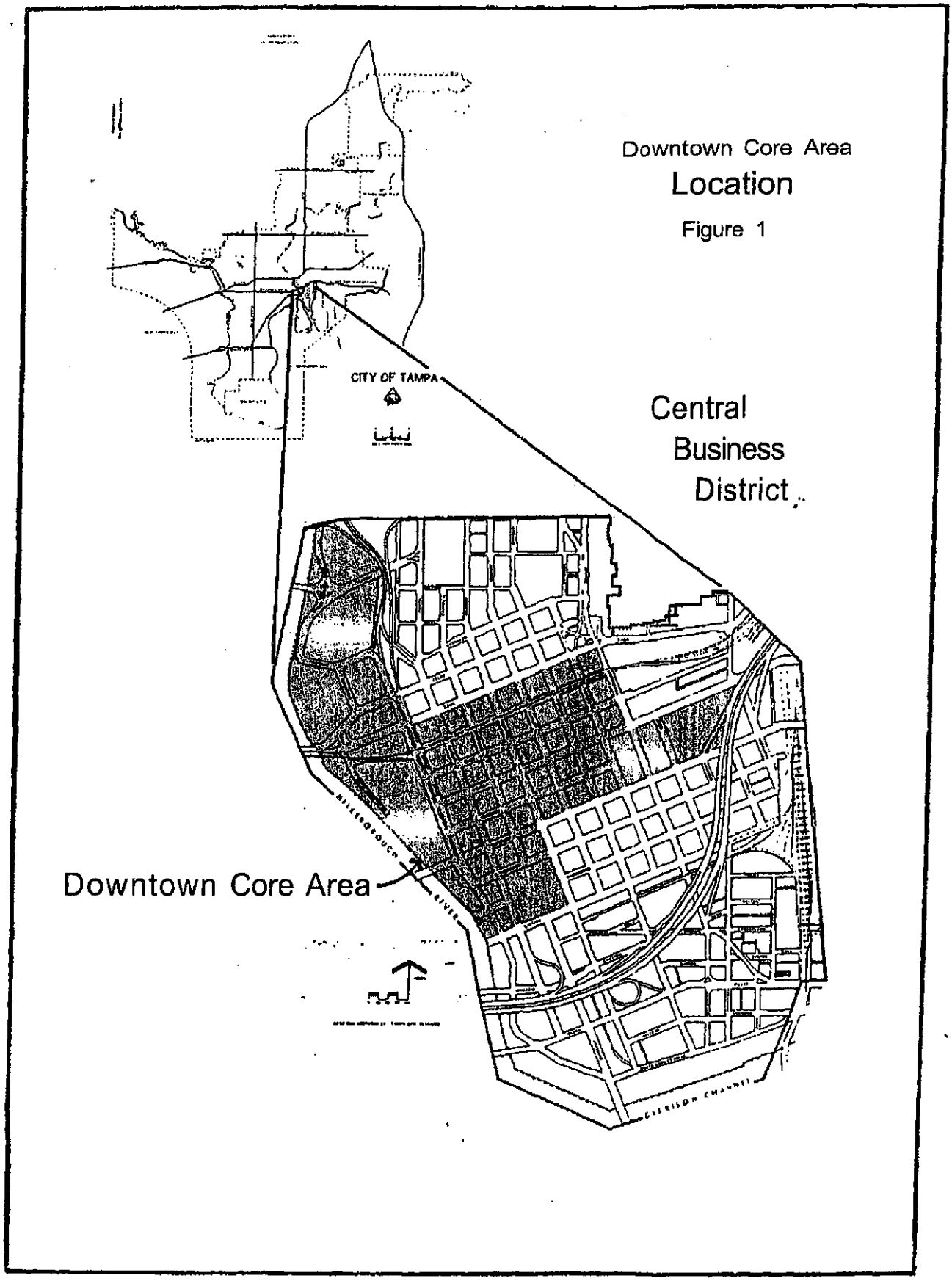

Downtown Core Area
Location
Figure 1
CITY OF TAMPA
Central
Business
District
Downtown Core Area

EXHIBIT "B"

Ybor City I CRA Map and Legal Description

YBOR CITY REDEVELOPMENT AREA

BOUNDARY DESCRIPTION

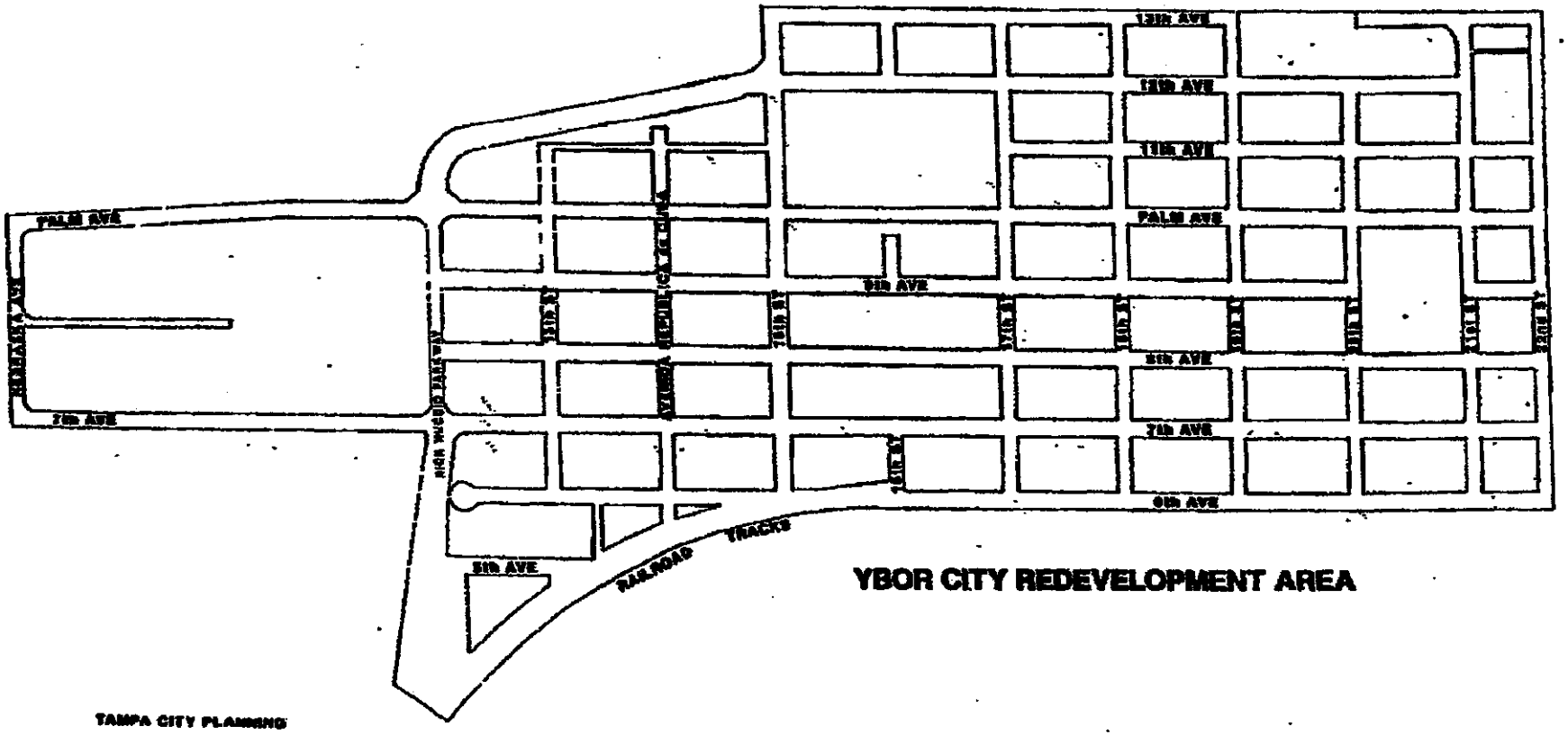
That part of

Section 18, Township 29 South, Range 18 East in Hillsborough County, Florida, lying within the following described boundaries, to wit:

Begin at the intersection of the Centerlines of 22nd Street (S.R. 585) and the Easterly project of 6th Avenue; run thence Westerly along said projection and Centerline of 6th Avenue to its intersection with the Centerline of 15th Street and the Centerline of the Atlantic Coast Line Railroad Right of Way; thence Southwesterly along said Centerline of the Atlantic Coast Line Railroad Right of Way to the Southerly projection of the Centerline of Nick Nuccio Parkway; thence Northerly along said projection and Centerline to the Centerline of 7th Avenue; thence Westerly along said Centerline and its Westerly projection to the Centerline of Nebraska Avenue (S.R. 45); thence Northerly along said Centerline to the Westerly projection of the Centerline of Palm Avenue; thence Easterly along said projection and Centerline to the Southerly projection of the Centerline of Nick Nuccio Parkway; thence Northerly and Northeasterly along said projection and Centerline to the Centerline of 15th Street; thence Northerly along said Centerline to the Westerly projection of 13th Avenue; thence Easterly along said projection and Centerline and its Easterly projection, to and along the Centerline of that Vacated portion of 13th Avenue, and its Easterly projection, to and along the Centerline of 13th Avenue and its Easterly projection, to the Centerline of 22nd Street (S.R. 585); thence Southerly along said Centerline of 22nd Street, to the Point of Beginning.

By:
Date: 5-9-88

EXHIBIT "A"



YBOR CITY REDEVELOPMENT AREA

EXHIBIT "B"

EXHIBIT "C"

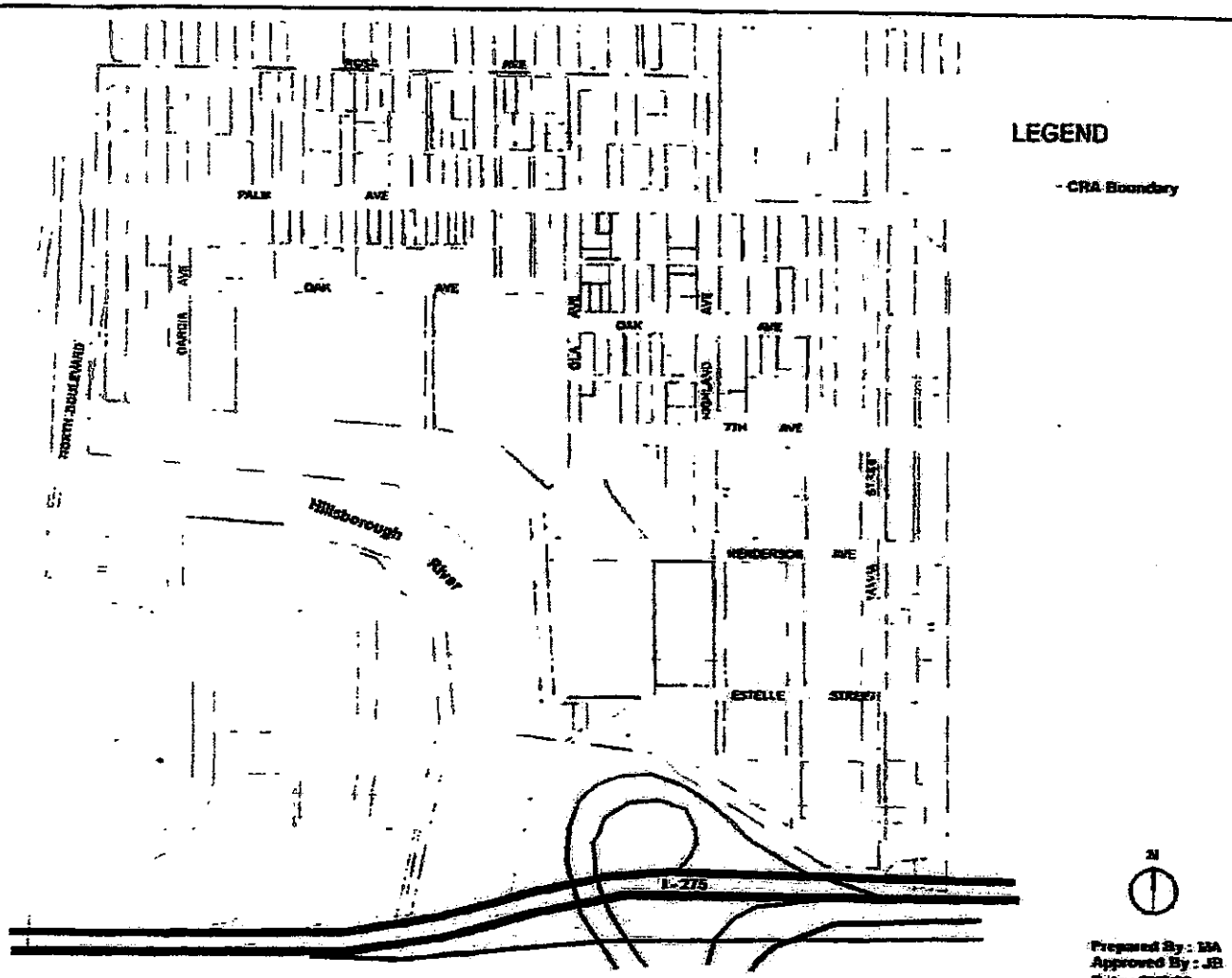
Tampa Heights Riverfront CRA Map and Legal Description

APPENDIX

Tampa Heights Riverfront CRA Community Redevelopment Area

Legal Description

Begin at the center point of the intersection of the Right-Of-Way Lines of Tampa Street and Palm Avenue, run thence West, along the center line of the Palm Avenue Right-Of-Way line to the center point of the intersection of the Right-Of-Way Lines of Palm Avenue and Highland Avenue; thence run North along the center line of Highland Avenue to the center point of the intersection of the Centerlines of Ross Avenue and Highland Avenue; thence run West along the Centerline of the Ross Avenue Right-of-Way to the center point of the intersection of Ross Avenue and North Boulevard; thence run South along the center line of the North Boulevard Right-of-Way to the intersection of the North Boulevard Right-of-Way and the Centerline of the Hillsborough River (said centerline being equidistant from opposing mean high water lines as established by the U.S. Army Corps of Engineers); thence run East/Southeast along said centerline of the Hillsborough River to the intersection of the centerline of the Hillsborough River and the Northern Limited Access Right-of-Way line of Interstate-275; thence run East along the Northern Right-of-Way line of Interstate-275, to the Center point of the intersection of Interstate-275 and Tampa Street; and Tampa Street; thence run North along the center line of Tampa Street to the intersection of the Right-Of-Way lines of Tampa Street and Palm Avenue and the Point of Beginning; all of the area previously described is located within Section 13, Township 29 South, Range 18 East, City of Tampa, Hillsborough County, Florida; containing 77.04 acres, more or less.



Prepared By : MA
Approved By : JB
Date : 2/12/99

FIGURE 1. COMMUNITY REDEVELOPMENT AREA

EXHIBIT "D"

Drew Park CRA Map and Legal Description

EXHIBIT A

Drew Park Community Redevelopment Area

Legal Description

That part of Sections 4, 5, 8 and 9, Township 29 South, Range 18 East, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the Centerlines of Dale Mabry Highway (S.R. 600) and Tampa Bay Boulevard; thence run Westerly along said Centerline of Tampa Bay Boulevard to it's intersection with Easterly boundary of said Section 8; thence Northerly along said Easterly boundary to the Centerline of Woodlawn Avenue; thence Westerly along said Centerline of Woodlawn Avenue to the Centerline of Lauber Way; thence Northerly along said Centerline of Lauber Way to the Centerline of Ohio Avenue; thence Westerly along said Centerline of Ohio Avenue to the Centerline of Lauber Way; thence Northerly along said Centerline of Lauber Way to the Centerline of Dr. Martin Luther King, Jr. Boulevard; thence Westerly along said Centerline of Dr. Martin Luther King, Jr. Boulevard to the Centerline of Hesperides Street; thence Northerly along said Centerline of Hesperides Street to the Centerline of Crest Avenue; thence Westerly along said Centerline of Crest Avenue, to the Centerline of West Shore Boulevard; thence Northerly along said Centerline of West Shore Boulevard to the Centerline of Hillsborough Avenue (S.R. 580); thence Easterly along said Centerline of Hillsborough Avenue to the Centerline of Dale Mabry Highway; thence Southerly along said Centerline of Dale Mabry Highway to it's intersection with the Centerline of Tampa Bay Boulevard, said intersection being the Point of Beginning.

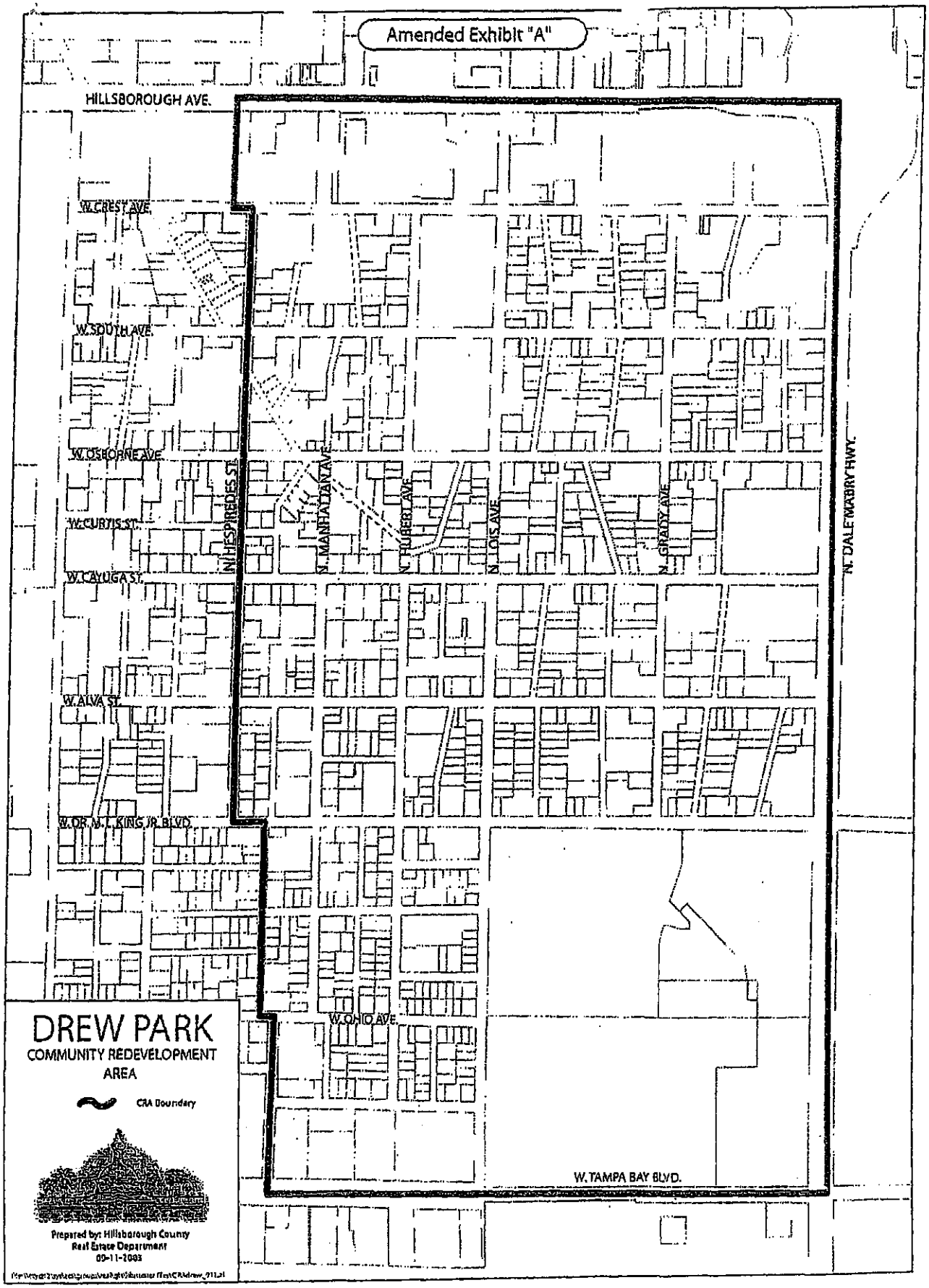

Amended Exhibit "A"
HILLSBOROUGH AVE.
W. CREST AVE.
W. SOUTH AVE.
W. OSBORNE AVE.
W. CURTIS ST.
W. CAYUGA ST.
W. ALVA ST.
W. DR. M.L. KING JR. BLVD.
W. OHIO AVE.
W. TAMPA BAY BLVD.
N. HESPIRIDES ST.
N. MANHATTAN AVE.
N. HUBERT AVE.
N. DIXIE AVE.
N. GRADY AVE.
N. DALE MABRY HWY.
DREW PARK
COMMUNITY REDEVELOPMENT AREA
CRA Boundary
Prepared by: Hillsborough County
Real Estate Department
09-11-2003

EXHIBIT "E"

Channelside CRA Map and Legal Description

EXHIBIT A

CHANNEL DISTRICT

Legal Description

This part of Sections 18 and 19, Township 29 South, Range 19 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Begin at the intersection of the Northerly projection of the Centerline of Channelside Drive (Thirteenth Street) and the Centerline of Adamo Drive (S.R. 60) (First Avenue) as shown on TAMPA DOCK CO'S. ESTUARY SUBDIVISION NO. 2, a subdivision of record in Plat Book I 1, Page 95 of the public records of Hillsborough County, Florida; run thence Easterly along said Centerline of Adam Drive to its intersection with the Northerly projection of the Easterly boundary of the following described tract: Tract beginning on the South Right of Way line of Adamo Drive a distance of 443.80 feet East of the East Right of Way line of 14th Street and run East 390.94 feet; thence South 02° 16' 19" West a distance of 204.51 feet; thence South 56°02'33" West a distance of 171.71 feet; thence North 88°09'38" West a distance of 250.00 feet, to a point lying 294.96 feet South of the point beginning; thence North 01°50'22" East,a distance of 294.96 feet to the Point of Beginning, less Right of Way for Expressway, as shown by the Tampa Hillsborough County Expressway Authority, on their drawings prepared by Greiner Engineering, and titled Tampa South Crosstown Expressway Eastern Extension to I-75, project number 10002-2520-035, Sheet No. 3; run thence Southerly along said Northerly projection and Easterly boundary of said described tract, to and along its Southeasterly projection, to its intersection with the Centerline of Ybor Channel, said Centerline being that between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said Channel as determined by the Jacksonville District, Corps of Engineers of the Department of the Army and shown on their drawing of the U.S. Harbor Lines, Tampa Harbor, Florida Hillsboro River and Hillsboro Bay Sheet No. 2, File 45-20, 641; run thence Southerly along said Centerline to its intersection with the Easterly Projection of the Centerline of Garrison Channel per the Tampa Port Authority Bulkhead Lines as established by Hillsborough County Port Authority on September 15, 1980 and filed for record in Plat Book 42, Page 37 of the public records of Hillsborough County, Florida, said Centerline lying, 150 feet Northerly of and parallel to that combined Pierhead and Bulkhead Line forming the Northerly boundary of Seddon Island (Harbour Island), and lying between the U.S. Corps of Engineers Harbour Line Monuments THL 214 and THL 215; run thence Southwesterly along said Centerline to its intersection with the Southwesterly projection of the Easterly boundary of Water Lot 70 of HENDRY & KNIGHT'S MAP OF CHAMBERLAINS, a subdivision of record in Plat Book 5, Page 10 of the public records of Hillsborough County, Florida; run thence Northeasterly along said projection, Easterly boundary, and its Northeasterly projection to the Easterly projection of the Centerline of Channelside Drive (Carew Avenue, Platt Street), as shown on said HENDRY KNIGHT'S MAP OF CHAMBERLAINS; run thence Easterly along said projection and Centerline to its intersection with the Southeasterly projection of the Westerly boundary of Meridian Avenue (Wiggins Avenue), as shown on said HENDRY &, KNIGHT'S MAP OF CHAMBERLAINS; run thence Northwesterly along said projection and boundary, and its Northwesterly projection, to and along the Westerly boundaries, and their Northwesterly projections of Meridian Avenue

(Unnamed per plat) as shown on MAP OF FINLEY AND CAESAR SUBDIVISION, as recorded in Plat Book 1, Page 84 of the public records of Hillsborough County, Florida, Meridian Avenue (Maxwell Avenue) as shown on MAP OF FINLEY AND STILLINGS SUBDIVISION, as recorded in Plat Book 1, Page 88 of the public records of Hillsborough County, Florida, and Meridian Avenue, as shown MAP OF FINLEY AND JONES SUBDIVISION, as recorded in Plat Book 1, Page 93 of the public records of Hillsborough County, Florida, to its intersection with the Southwesterly projection of the Southeasterly Limited Access Right of Way line of said Tampa South Crosstown Expressway Eastern Extension to I-75; run thence Northeasterly along said projection and Limited Access Right of Way line, and its Northeasterly projection, to its intersection with the Centerline of Channelside Drive (Thirteenth Street); run thence Northerly along said Centerline and its Northerly projection to its intersection with the Centerline of Adamo Drive (First Avenue), said intersection being the Point of Beginning.

EXHIBIT "B"

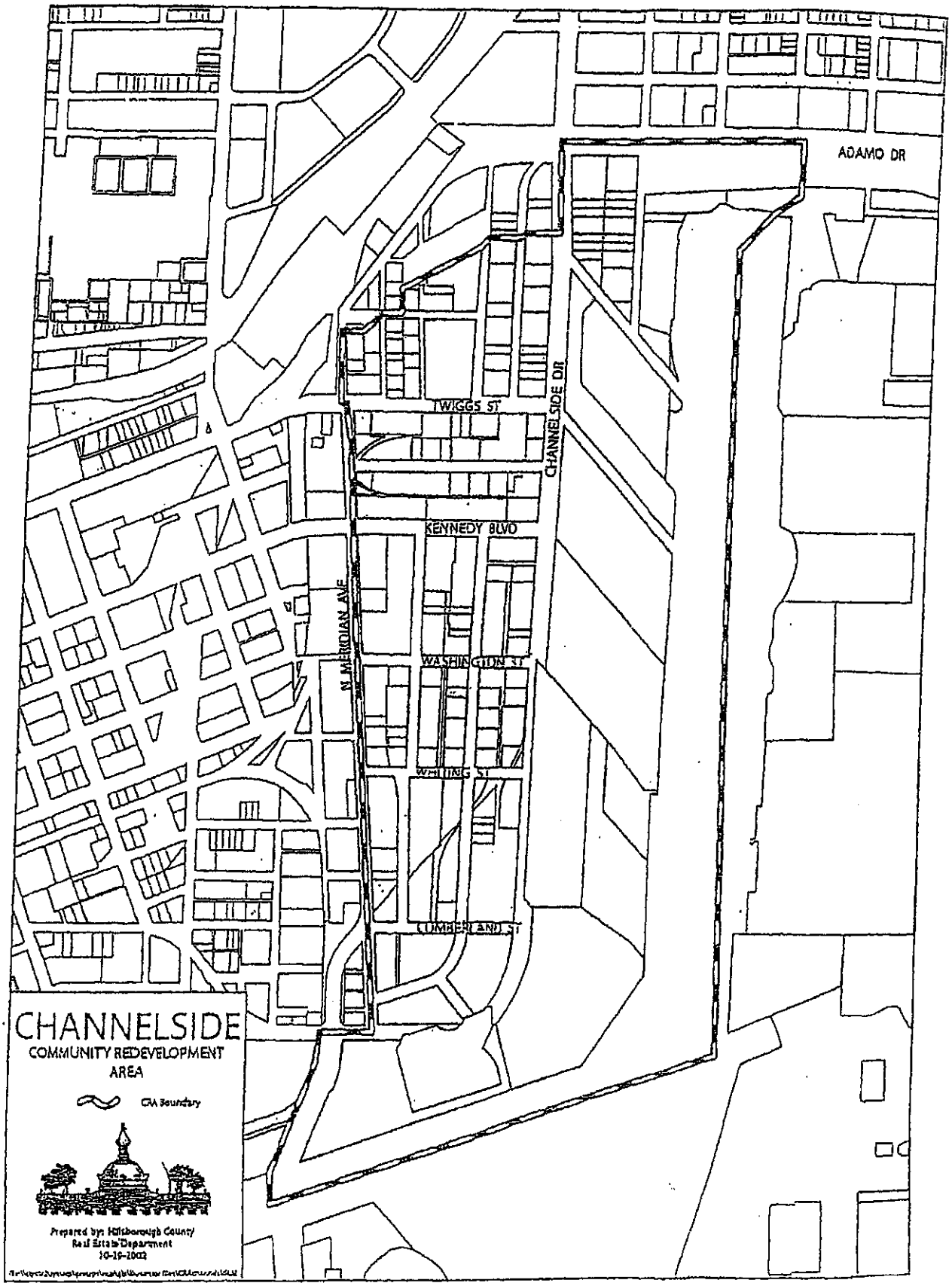

ADAMO DR
TWIGGS ST
CHANNELSIDE DR
KENNEDY BLVD
N MERIDIAN AVE
WASHINGTON ST
WHITING ST
CUMBERLAND ST
CHANNELSIDE
COMMUNITY REDEVELOPMENT
AREA
CRA Boundary
Prepared by: Hillsborough County
Real Estate Department
10-10-2002

EXHIBIT "F"

Ybor City II CRA Map and Legal Description

Legal Description

YBOR CITY CRA BOUNDARY
AREA 2

That part of Sections 17, and 18, Township 29 South, Range 19 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the Centerline of Interstate Highway 4 (State Road 400), and the Centerline of 26th Street, as shown on State of Florida – State Road Department Interstate Expressway No. 4, Section No. 10190-2417-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; run thence Southerly along said Centerline of 26th Street, to its intersection with the Centerline of Adamo Drive; thence Westerly along said Centerline of Adamo Drive, to its intersection with the Southerly projection of the Centerline of that vacated portion of 20th Street; thence Northerly along said Centerline of said vacated portion of 20th Street, to its intersection with the Centerline of 2nd Avenue; thence Westerly along said Centerline of 2nd Avenue, to its intersection with the Centerline of 18th Street; thence Northerly along said Centerline of 18th Street, to its intersection with the Easterly projection of the Centerline of the alley in Block 65 of YBOR AND CO'S SUBDIVISION a subdivision as recorded in Plat Book 1, Page 22 of the public records of Hillsborough County, Florida; thence Westerly along said Easterly projection of Centerline and its Westerly projection to and along the Centerline of the alley in Block 60 of said YBOR AND CO'S SUBDIVISION, and its Westerly projection to the Centerline of the alley in Block 60 of PLAN of J.T. LESLEY'S ADDITION TO EAST TAMPA, a subdivision of record as recorded in Plat Book 1, Page 12 of the public records of Hillsborough County, Florida; thence Westerly along said Centerline and its Westerly projection to and along the Centerline of the alley in Block 43 of said PLAN OF J.T. LESLEY'S ADDITION TO EAST TAMPA, to its intersection with the Centerline of a vacated alley lying in Block 38 of LESLEY'S SUBDIVISION, a subdivision as recorded in Plat Book 1, Page 8, of the public records of Hillsborough County, Florida; thence Westerly along the Centerline of said vacated alley in Block 38, to its intersection with the Northerly projection of the Westerly boundary of Lot 8 of said Block 38; thence Southerly along said Northerly projection and Westerly boundary of Lot 8 and its Southerly projection, to its intersection with the Centerline of 3rd Avenue; thence Westerly along said Centerline of 3rd Avenue, to its intersection with the Centerline of Avenida Republica De Cuba (14th Street); thence Southerly along said Centerline of Avenida Republica De Cuba, to its intersection with the Centerline of 2nd Avenue; thence Westerly along said Centerline of 2nd Avenue, to its intersection with the Centerline of Channelside Drive (13th Street); thence Northerly along said Centerline of Channelside Drive, to its intersection with the Centerline of 3rd Avenue; thence Westerly along said Centerline of 3rd Avenue, to its intersection with the Centerline of the CSX Railroad, as shown in said LESLEY'S SUBDIVISION; thence Northeasterly along said Centerline of the CSX Railroad to its intersection with the Centerline of 6th Avenue; thence Easterly along said Centerline of 6th Avenue, to its intersection with the Centerline of 22nd Street; thence Northerly along said Centerline of 22nd Street, to its intersection with the Centerline of said Interstate Highway 4 (State Road 400); thence Easterly along said Interstate Highway 4 (State Road 400), to its intersection with the Centerline of 26th Street, said intersection being the Point of Beginning.

TOGETHER WITH

That part of Section 18, Township 29 South, Range 19 East, lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the Centerline of Interstate Highway 4 (State Road 400), and the Centerline of 15th Street, as shown on State of Florida – State Road Department Interstate Expressway No. 4, Section No. 10190-2417-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; run thence Southerly along said Centerline of 15th Street, to its intersection with the Centerline of Nick Nuccio Parkway; thence Southwesterly and Southerly along said Centerline of Nick Nuccio Parkway, to its intersection with the Centerline of Palm Avenue (10th Avenue); thence Westerly along said Centerline of Palm Avenue, to its intersection with the Centerline of Nebraska Avenue; thence Northerly along said Centerline of Nebraska Avenue, to its intersection with the Centerline of said Interstate Highway 4 (State Road 400); thence Easterly along said Interstate Highway 4 (State Road 400), to its intersection with the Centerline of 15th Street, said intersection being the Point of Beginning.

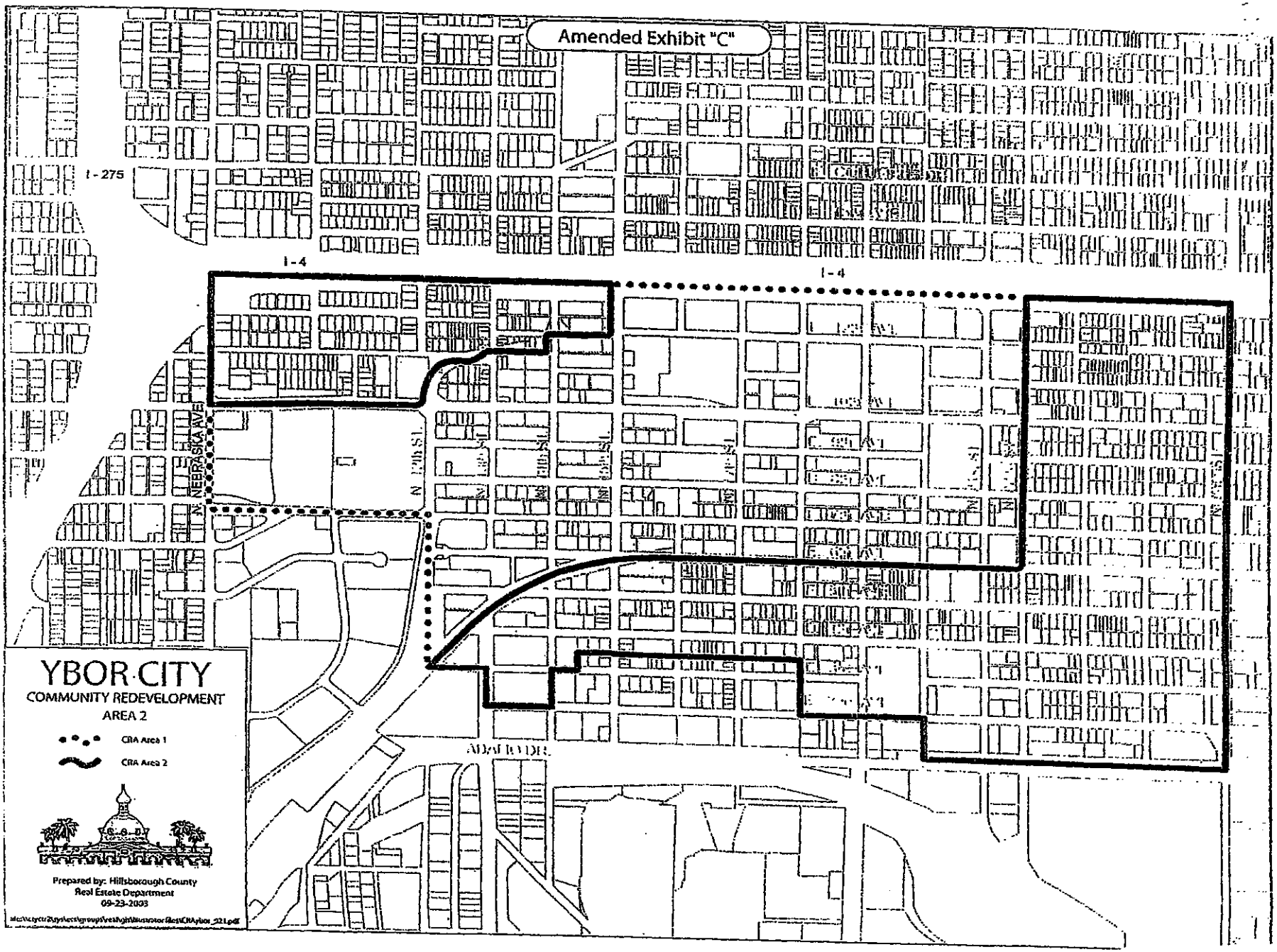

Amended Exhibit "C"
I - 275
I - 4
I - 4
NEBRASKA AVE
N 12th ST
YBOR CITY
COMMUNITY REDEVELOPMENT
AREA 2
CRA Area 1
CRA Area 2
Prepared by: Hillsborough County
Real Estate Department
09-23-2003

EXHIBIT "G"

East Tampa CRA Map and Legal Description

EAST TAMPA COMMUNITY REDEVELOPMENT AREA
Legal Description

That Part of

Sections 1, 12 and 13, Township 29 South, Range 18 East, AND Sections 31, 32 and 33, Township 28 South, Range 19 East AND Sections 4, 5, 6, 7, 8, 9, 10, 16, 17 and 18, Township 29 South, Range 19 East AND Section 36, Township 28 South, Range 18 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the centerline of Hillsborough Avenue (State Road 600) and the centerline of 50th Street, said intersection also being a point on the Easterly boundary of the corporate limits of the City of Tampa, as established by House Bill 734, approved by the Governor of Florida on, April 28, 1953, filed in the office of the Secretary of the State on, April 29, 1953; thence Southerly along said Easterly boundary of the corporate limits of the City of Tampa, to its intersection with the centerline of Dr. Martin Luther King, Jr. Boulevard (State Road 574); thence Easterly along said centerline of Dr. Martin Luther King, Jr. Boulevard and corporate limits of the City of Tampa, to its intersection with the centerline of 56th Street; thence Southerly along said centerline of 56th Street and corporate limits of the City of Tampa, to its intersection with the centerline of Interstate Highway 4 (State Road 400); thence Southwesterly and Westerly along said centerline of Interstate Highway 4, to its intersection with the centerline of Interstate Highway 275 (State Road 93); thence Northerly along said centerline of Interstate Highway 275, to its intersection with the Westerly projection of the centerline of Mohawk Avenue; thence Easterly along said Westerly projection and centerline of Mohawk Avenue, to its intersection with the centerline of Nebraska Avenue; thence Southerly along said centerline of Nebraska Avenue, to its intersection with the Westerly projection of the Northerly boundary of the Southerly 34.00 feet of the Westerly 150.00 feet of Lot 5, Block 2 of PRESTON'S SUBDIVISION, as recorded in Plat Book 2, Page 80, of the public records of Hillsborough County, Florida; thence Easterly along said Westerly projection and Northerly boundary of the Southerly 34.00 feet, to its intersection with the Westerly boundary of the Easterly 130.00 feet of said Lot 5; thence Northerly along said Westerly boundary, a distance of 50.00 feet, to its intersection with the Northerly boundary of the Easterly 130.00 feet of the Southerly 84.00 feet of said Lot 5; thence Easterly along said Northerly boundary of the Southerly 84.00 feet, and its Easterly projection, to its intersection with the centerline of 9th Street; thence Southerly along said centerline of 9th Street, to its intersection with the centerline of Mohawk Avenue; thence Easterly along said centerline of Mohawk Avenue, to its intersection with the centerline of 15th Street; thence Northerly along said centerline of 15th Street, to its intersection with the centerline of Comanche Avenue; thence Easterly along said centerline of Comanche Avenue, to its intersection with the centerline of 22nd Street; thence Northerly along said centerline of 22nd Street, to its intersection with the centerline of Henry Avenue; thence Easterly along said centerline of Henry Avenue, to its intersection with the centerline of 30th Street; thence Southerly along said centerline of 30th Street, to its intersection with centerline of Comanche Avenue; thence Easterly along said centerline of Comanche Avenue, to its intersection with the centerline of 34th Street; thence Northerly along said centerline of 34th Street, to its intersection with the centerline of Comanche Avenue; thence Easterly along said centerline of Comanche Avenue, to its intersection with the centerline of 37th Street; thence Northerly along said centerline of 37th Street, to its intersection with the centerline of Deleuil Avenue;

thence Easterly along said centerline of Deleuil Avenue, to its intersection with the Westerly boundary of the Southerly 291.00 feet of the Northerly 700.00 feet of the Easterly 500.00 feet of the Southeast ¼ of the Southwest ¼ of said Section 33, Township 28 South, Range 19 East; thence Northerly along said Westerly boundary, to its intersection with the Westerly projection of the Southerly boundary of, Lot 8 of POWHATAN HILLS, a subdivision of record as recorded in Plat Book 40, Page 98, of the public records of Hillsborough County, Florida; thence Easterly along said Westerly projection and Southerly boundary of Lot 8, to and along the Southerly boundary of Lots 7, 6, 5, 4, 3, 2 and 1 of said POWHATAN HILLS, and its Easterly projection, to its intersection with the centerline of 43rd Street; thence Southerly along said centerline of 43rd Street, to its intersection with the centerline of Deleuil Avenue; thence Easterly along said centerline of Deleuil Avenue, to its intersection with the Easterly boundary of NORTHVIEW TERRACE SUB., a subdivision as recorded in Plat Book 41, Page 12, of the public records of Hillsborough County, Florida, said intersection also being, the Northerly projection of the Westerly boundary of Lot 19, of said NORTHVIEW TERRACE SUB.; thence Southerly along said Northerly projection and Easterly boundary, to and along the Easterly boundary of said Lot 19, to the Southeast corner of said Lot 19, said Southeast corner, also being a point on the Northerly boundary of the following described parcel: Beginning at the intersection of the West boundary of Lot 60 of PLAT OF FUNK'S HOME PARK SUBDIVISION, as recorded in Plat Book 19, Page 9 of the public records of Hillsborough County, Florida, and the North Right of Way line of Hillsborough Avenue, said point lying 17.00 feet North of the Southwest corner of said Lot 60, thence Northerly along Easterly boundary of vacated alley abutting on the East of Block 2 of REVISED MAP OF RUBENSTEINS SUBDIVISION, as recorded in Plat Book 8, Page 38 of the public records of Hillsborough County, Florida, and the Northerly projection of said boundary, a distance of 532.70 feet, to a point lying 66.00 feet, more or less, Southerly of the Northerly boundary of the Southwest ¼ of the Southwest ¼ of the Southeast ¼ of said Section 33, Township 28 South, Range 19 East, thence Westerly 632.00 feet, thence Southerly to the North Right of Way line of Hillsborough Avenue, thence Easterly 632.00 feet, to the Point of Beginning, of said parcel; thence Easterly along said Northerly boundary, of the above described parcel, to a point on the Westerly boundary of Lot 50 of said, PLAT OF FUNK'S HOME PARK SUBDIVISION; thence Northerly along said Westerly boundary of Lot 50, to and along the Westerly boundary of Lot 49, of said PLAT OF FUNK'S HOME PARK SUBDIVISION, to the Northwest corner of said Lot 49, said Northwest corner, also being a point on the Northerly boundary of said PLAT OF FUNK'S HOME PARK SUBDIVISION; thence Easterly along said Northerly boundary of PLAT OF FUNK'S HOME PARK SUBDIVISION, and its Easterly projection, across the street Right of Way of 47th Street, to and along the Northerly boundary of the South ½ of the Southeast ¼ of the Southeast ¼ of said Section 33, Township 28 South, Range 19 East, to its intersection with said Easterly boundary of the corporate limits of the City of Tampa, said intersection also being a point on the centerline of said 50th Street; thence Southerly along said Easterly boundary of the corporate limits of the City of Tampa and centerline of 50th street, to its intersection with the centerline of Hillsborough Avenue (State Road 400), said intersection being the Point of Beginning.

East Tampa Economic Development Area

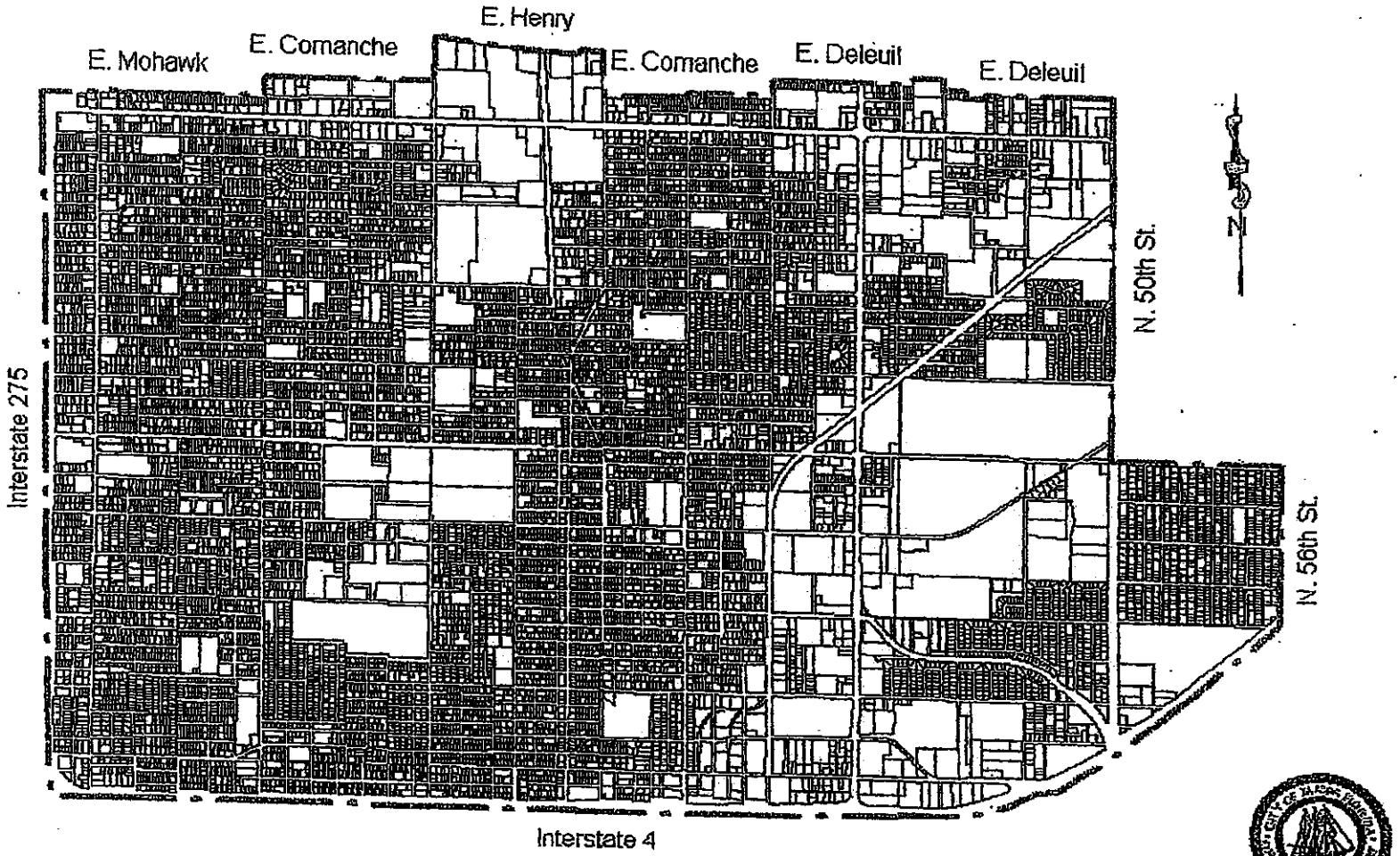


EXHIBIT "D"

Prepared by:
Department of Urban Development
East Tampa Development Division (M.H.)

Pam Iorio, Mayor
March 2004

EXHIBIT "H"

Central Park CRA Map and Legal Description

CENTRAL PARK VILLAGE CRA BOUNDARY
Legal Description

That part of Section 13, Township 29 South, Range 18 East, AND Section 18, Township 29 South, Range 19 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the Centerline of Interstate Highway 4 (S.R. 400), and the Centerline of Nebraska Avenue (S.R. 45), as shown on State of Florida – State Road Department Interstate Expressway No. 4, Section No. 10190-2412-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; run thence Southerly along said Centerline of Nebraska Avenue (S.R. 45), to its intersection with the Centerline of 7th Avenue; thence Easterly along said Centerline of 7th Avenue, to its intersection with the Centerline of Nick Nuccio Parkway; thence Southerly along said Centerline of Nick Nuccio Parkway, and its Southerly projection, to its intersection with the Westerly projection of the Centerline of 3rd Avenue (Alabama Avenue) and the Southerly boundary of MARYLAND AVENUE SUBDIVISION, a subdivision as recorded in Plat Book 41, Page 71 of the public records of Hillsborough County, Florida; thence Southwesterly along said Southerly boundary of MARYLAND AVENUE SUBDIVISION, and its Southwesterly projection, to its intersection with the Westerly boundary of said Section 18, Township 29 South, Range 19 East, said Westerly boundary lying in Nebraska Avenue; thence Northerly along said Westerly boundary of said Section 18, to its intersection with the Easterly projection of the Southernmost boundary of the Housing Authority of the City of Tampa, Florida Central Avenue Project, said boundary as established per City of Tampa Ordinance No. 1518-A; thence Westerly along said projection and boundary , and Southerly and Westerly along said Southernmost boundary of said Housing Project, and its Westerly projection, to its intersection with the Centerline of the Orange Street (Orange Avenue) and Jefferson Street Connector, as shown on Right of Way Map, titled -- Downtown Interstate Connector to Pierce and Jefferson Streets, File No. I-6-12, prepared by Reynolds, Smith & Hills, for the City of Tampa, Department of Public Works ; thence Northerly along said Centerline of Orange Street and its Northerly projection to and along the Centerline of East Bay Street, as shown on PLAN OF MOBLEY'S SUBDIVISION, a subdivision of record as recorded in Deed Book "Q", Page 539 of the public records of Hillsborough County, Florida, to its intersection with the Centerline of Interstate Highway 275 (S.R. 93), as shown on the Tampa Expressway System Downtown Distributor, Section No. 10190-2412-41-14 of State Road No. 400, Hillsborough County, State of Florida State Road Department Right of Way Map; thence Northeasterly along said centerline of Interstate 275 (S.R. 93), to its intersection with the Centerline of Interstate Highway 4 (S.R. 400); thence Easterly along said Centerline of Interstate Highway 4 (S.R. 400), to its intersection with the Centerline of Nebraska Avenue (S.R. 45), said intersection being the Point of Beginning.

LESS that part of Section 13, Township 29 South, Range 18 East, Hillsborough County, Florida being more particularly described as follows:

All of Blocks 1, 2, 5 and 6 of MIDDLETOWN, a subdivision of record as map or plat thereof is recorded in Plat Book 2, Page 28, of the public records of Hillsborough County, Florida AND all of the vacated alleys lying within said Blocks AND that portion of vacated Estelle Street, Governor Street and 3rd Avenue abutting said blocks AND the East 1/2 of vacated Lamar Street abutting said Block 2.

AND LESS:

Lots 1 and 2, Block 2, GIDDENS SUBDIVISION, as recorded in Deed Book "K", Page 518, of the public records of Hillsborough County, Florida AND all of that vacated portion of Governor Street abutting said Block 2, LESS the West 29.10 feet of the East 50.50 feet of the South 79.00 feet of said Lot 1, Block 2.

INDEX/S.O. CODES
LAE 01010 /3197

BOCC RECORDS
W/C

AND LESS:

Lots 1 thru 4 and 10 thru 14, Block 4, MAP OF OAK RIDGE, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 76, of the public records of Hillsborough County, Florida AND Lots 5 and 9, Block 4 of said MAP OF OAK RIDGE, AND the vacated alley abutting said lots in Block 4 AND all of that vacated portion of Henderson Avenue abutting said Block 4, LESS that part of said lots 5 and 9 acquired as right of way for Interstate 275.

AND LESS:

Blocks 2 and 3, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND that portion of vacated Estelle Street, Mitchell Street and 3rd Avenue abutting said blocks AND that portion of vacated Mitchell Street and 3rd Street abutting Lot 1, Block 2, LIPSCOMB VILLA REVISED MAP, a subdivision of record as map or plat thereof is recorded in Plat Book 2, Page 52, of the public records of Hillsborough County, Florida.

AND LESS:

Lots 7 thru 12, Block 4, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND the vacated alley abutting said lots in Block 4.

AND LESS:

Lots 9 and 10, Block 1, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida AND the vacated alley abutting said lots in Block 1 AND all of that portion of vacated Estelle Street abutting said Lot 10, Block 1.

AND LESS:

Lot 8, Block 1, STOCKON COURT, a subdivision of record as map or plat thereof is recorded in Plat Book 1, Page 29, of the public records of Hillsborough County, Florida, AND the vacated alley abutting said lot 8, Less the East ½ of said Lot 8, and Less the West ½ of the North 64 ½ feet of said Lot 8.

City of Tampa
Right of Way & Mapping Section
LEGAL DESCRIPTION APPROVED

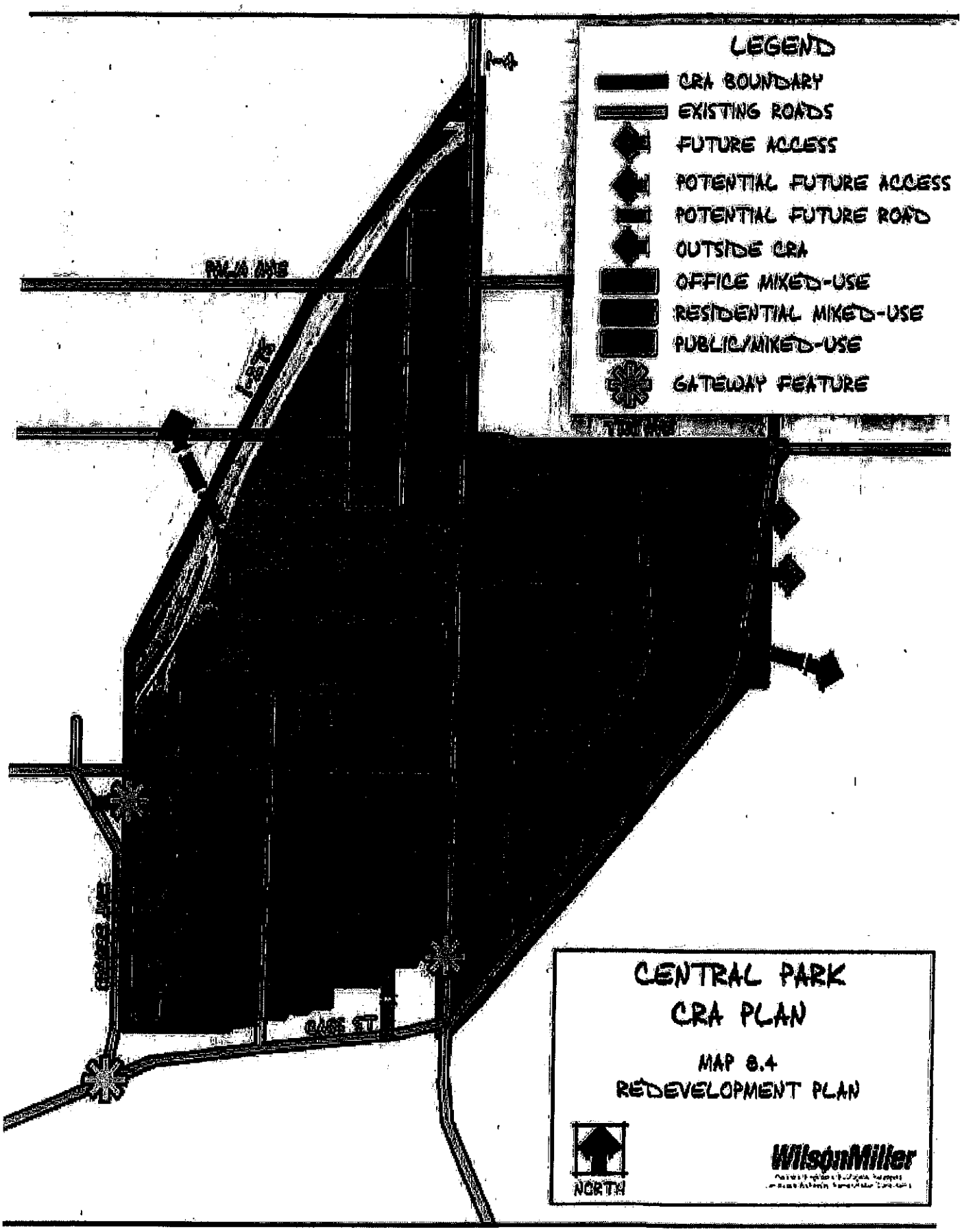
Date: 5/26/06 File No. N/A

Atlas: H-12&13 By: J. H. Cook

K:\ldcwp\Legals.txt\CentralParkVillageCRA_lgl_rev: 052606.doc

INDEX/S.O. CODES
LAE 01010 /3197

BOCC RECORDS
W/C



CENTRAL PARK
CRA PLAN

MAP 8.4
REDEVELOPMENT PLAN

EXHIBIT "I"

West Tampa CRA Map and Legal Description

WEST TAMPA COMMUNITY REDEVELOPMENT AREA
Legal Description

That Part of

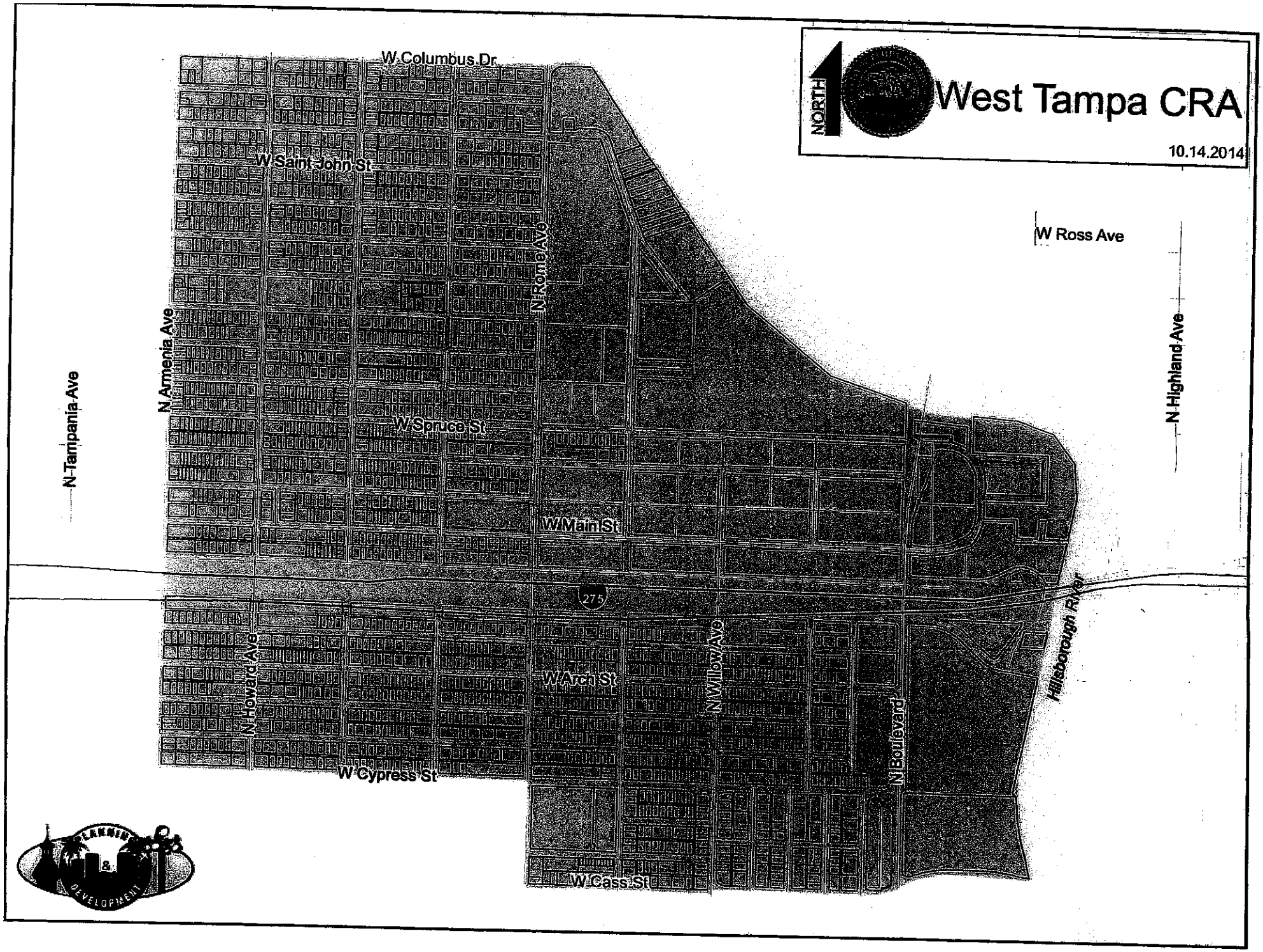
Sections 13, 14, 23 and 24, Township 29 South, Range 18 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the centerline of Armenia Avenue (Armina Avenue) and the centerline of Columbus Drive (Michigan Avenue), said intersection lying in Section 14, Township 29 South, Range 18 East; thence Easterly along said centerline of Columbus Drive and its Easterly projection, to and along the centerline of the Columbus Street Bridge, to its intersection with the centerline of the Hillsborough River, said centerline lying between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army, and shown on their drawing of the U.S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 45-20, 641; thence meandering Southeasterly, Easterly and Southerly along said centerline of the Hillsborough River, across the North Boulevard Bridge (Holtsinger Bridge), across Interstate Highway 275 (State Road 400) and across the Laurel Street Bridge (Fortune Street Bridge), to its intersection with the South boundary of Section 13, Township 29 South, Range 18 East; thence continue Southerly along said centerline of the Hillsborough River, to its intersection with the centerline of the Cass Street Bridge, said intersection lying in Section 24, Township 29 South, Range 18 East; thence Westerly along said centerline of the Cass Street Bridge and its Westerly projection, to and along the centerline of Cass Street, to its intersection with the centerline of North Boulevard (10th Avenue); thence continue Westerly along said centerline of Cass Street (North "E" Street/ Lime Street) to its intersection with the centerline of Rome Avenue (19th Avenue), said intersection lying in Section 23, Township 29 South, Range 18 East; thence Northerly along said centerline of Rome Avenue, to its intersection with the centerline of Cypress Street; thence Westerly along said centerline of Cypress Street, to its intersection with the centerline of Armenia Avenue; thence Northerly along said centerline of Armenia Avenue, to its intersection with the centerline of Columbus Drive, said intersection being the Point of Beginning.

Containing 728 acres, more or less.

City of Tampa
Right of Way & Mapping Section
LEGAL DESCRIPTION APPROVED
By Jimmy Cook at 10:49 am, Sep 26, 2014

K:\P&D Land Development Coordination\RIGHT OF WAY & MAPPING\LEGALS\West River CRA Legal.doc


NORTH
West Tampa CRA
10.14.2014
W Columbus Dr
W Saint John St
N Roma Ave
N Armenia Ave
N Tampania Ave
W Spruce St
W Main St
275
N Howard Ave
W Arch St
N Willow Ave
N Boulevard
Hillsborough River
W Cypress St
W Cass St
W Ross Ave
N Highland Ave

CRA RESOLUTION NO. 2015_11_____

A RESOLUTION APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT ENTERED INTO ON OCTOBER 15, 2014, BETWEEN THE CITY OF TAMPA, FLORIDA, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, TO SUBSTITUTE THE LEGAL DESCRIPTION AND MAP FOR THE WEST TAMPA COMMUNITY REDEVELOPMENT AREA, AND TO EXTEND THE DEADLINE FOR ENTERING INTO A PROJECT REDEVELOPMENT AGREEMENT; AUTHORIZING EXECUTION BY THE MAYOR OF THE CITY OF TAMPA, FLORIDA; PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 15, 2014, the City of Tampa, Florida (hereinafter the "City"), the Community Redevelopment Agency of the City of Tampa, Florida, (hereinafter the "CRA", and the Board of County Commissioners of Hillsborough County, Florida (herein after the "County"), collectively referred to as the "Parties" entered into an Interlocal Agreement (hereinafter the "Agreement") that spelled out the manner in which the Parties would cooperate in the operation and expenditures of the City's CRA Areas; and

WHEREAS, in the Agreement, among other things, the Parties agreed with the creation of the West Tampa CRA Area, and designated the boundaries of the Area; and

WHEREAS, also contained within the Agreement was a provision to negotiate and enter into a Project Development Agreement that would provide a description of the projects the parties would agree to fund, the respective expenditures for the projects, and any other details considered necessary to carry out the provisions of the Project Development Agreement; and

WHEREAS, the Parties have agreed to extend the boundary of the West Tampa CRA Area south to Kennedy Boulevard; and the extension requires the Parties to make a substitution of the map and legal description of the West Tampa CRA Area to reflect this extensions; and

WHEREAS, it is also necessary to extend the time for approving the Project Development Agreement from May 1, 2015, to July 1, 2015, with a provision to allow the Mayor, and the County Administrator to agree in writing prior to Jul 1, 2015, if further time is necessary to complete the Agreement approval process.

NOW, THEREFORE,

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the First Amendment to the Amended and Restated Interlocal Agreement between the Parties is hereby approved in its entirety, in the form attached hereto.

Section 2. That all other provisions of the Amended and Restated Interlocal Agreement, not in conflict with the provisions of this First Amendment to said Agreement, shall remain in full force and effect under the provisions of the Agreement.

Section 3. That the Chairman of the Community Redevelopment Agency of the City of Tampa, Florida is authorized and empowered to execute, and the Secretary to attest and affix the official Seal to, the Agreement on behalf of the CRA.

Section 4. That the other proper officers of the Community Redevelopment Agency of the City of Tampa, Florida, are hereby authorized to do all things necessary and proper to carry out the terms and conditions of this Resolution, which shall be effective immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA ON MAY 07 2015.

ATTEST:

Shirley Foxx-Knowles
SECRETARY

Yvonne Capo
CHAIRMAN/~~CHAIRMAN PRO TEM~~
COMMUNITY REDEVELOPMENT AGENCY

PREPARED BY AND APPROVED
AS TO LEGAL SUFFICIENCY:

E/S
SALVATORE TERRITO
CHIEF ASSISTANT CITY ATTORNEY

AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG HILLSBOROUGH COUNTY, THE CITY OF TAMPA AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA REGARDING THE CREATION AND EXPANSION OF COMMUNITY REDEVELOPMENT AREAS

This Amendment (the "Amendment") to the Amended and Restated Interlocal Agreement dated as of October 15, 2014 (the "Agreement") is made and entered into as of this____ day of _____, 2015, by and among Hillsborough County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tampa, Florida, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tampa, a public body corporate and politic created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency"). The foregoing entities collectively shall be referred to as the "Parties."

WHEREAS, the Parties entered into that certain Interlocal Agreement Regarding Creation and Expansion of Community Redevelopment Areas as of March 5, 2003, which agreement was modified by the Parties four (4) times as of June 4, 2003, December 17, 2003, April 21, 2004, and June 21, 2006 (collectively, the "Original Agreement); and

WHEREAS, the Parties have also entered into that certain Memorandum of Understanding Regarding Central Park Community Redevelopment Area on June 21, 2006 (the "MOU"); and

WHEREAS, the Parties entered into that certain Amended and Restated Interlocal Agreement Regarding the Creation and Expansion of Community Redevelopment Areas as of October 15, 2014 (the "Restated Agreement") to amend and restate the Original Agreement as provided in the Restated Agreement and to have the Restated Agreement also supersede the MOU; and

WHEREAS, the Parties desire to amend the Restated Agreement to extend the date upon which the Redevelopment Project Agreement (as defined in the Restated Agreement) may be entered into by the Parties and expand the boundaries of the proposed West Tampa CRA as herein provided, which action is in the best interests of the Parties and serves county, municipal, and public purposes;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Restated Agreement, the Parties agree as follows:

Section 1. Subsections 5.1 and 5.2 of the Restated Agreement are amended by deleting the date "May 1, 2015" and substituting in lieu thereof "July 1, 2015, or such later date as is approved by the County Administrator and the Mayor of the City in writing prior to July 1, 2015."

Section 2. Exhibit I to the Restated Agreement is deleted and a new Exhibit I,

attached hereto and made a part hereof, is substituted in lieu thereof.

Section 3. All other terms and conditions of the Restated Agreement not modified herein shall remain in full force and effect.

Section 4. This Amendment shall be effective upon the later of execution by all Parties and filing with the Clerk of the Circuit Court of Hillsborough County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

ATTEST:
Clerk of the Circuit Court

By: _____
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By:_____
Sandra Murman, Chairwoman

Approved As To Form and Legal Sufficiency

By:_____
Senior Assistant County Attorney

ATTEST:

By:_____
City Clerk

The execution of this document
was authorized by Resolution
No._____.

_____
Chief Assistant City Attorney

CITY OF TAMPA, FLORIDA

By: _____
Bob Buckhorn, Mayor

ATTEST:

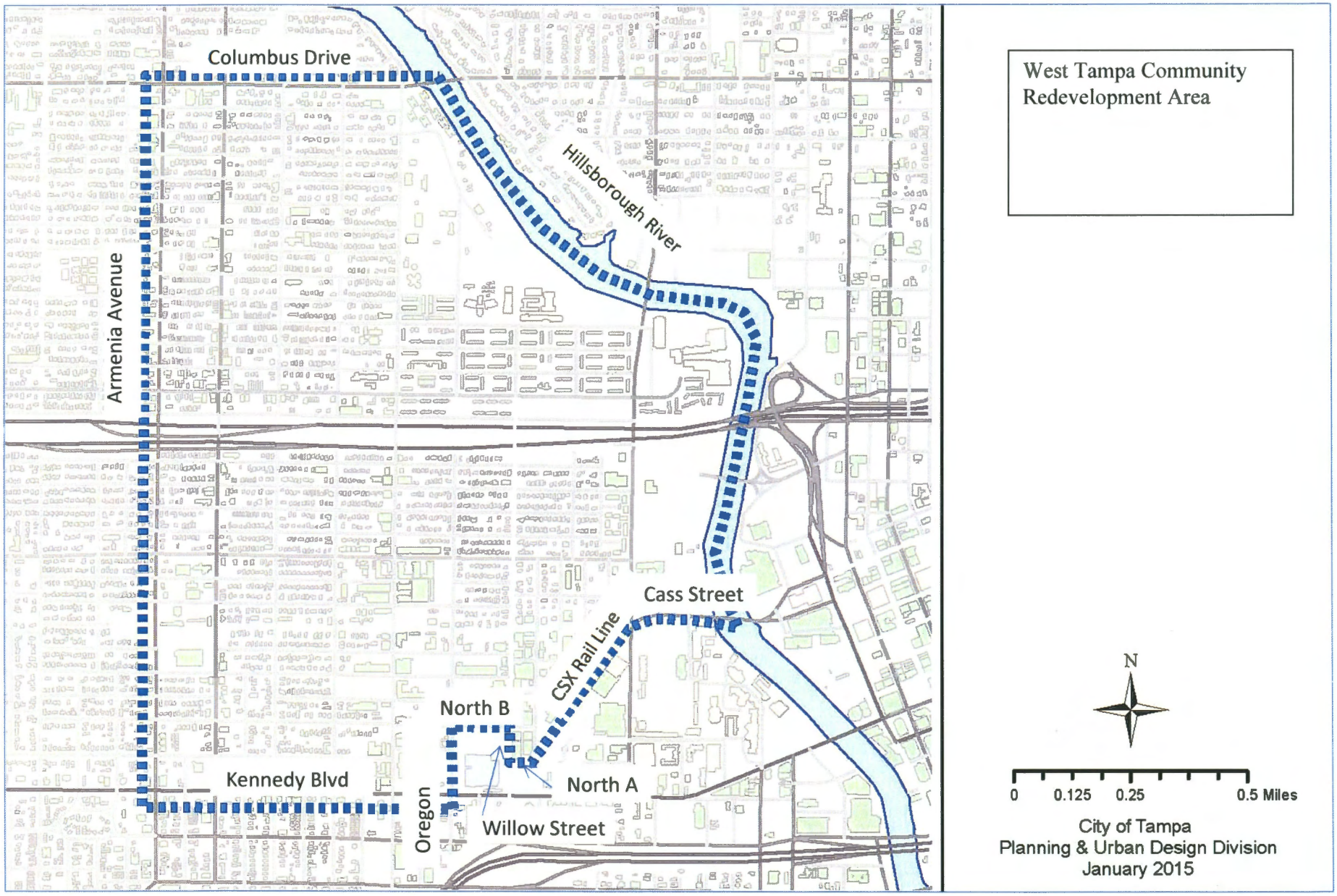
By:_____
Secretary

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA

By:_____
Chairman

EXHIBIT "I"

West Tampa CRA Map and Legal Description


West Tampa Community Redevelopment Area
Columbus Drive
Armenia Avenue
Hillsborough River
Cass Street
CSX Rail Line
North B
North A
Kennedy Blvd
Oregon
Willow Street
N
0
0.125
0.25
0.5 Miles
City of Tampa
Planning & Urban Design Division
January 2015

Legal Description – West Tampa Community Redevelopment Area

That Part of

Sections 13, 14, 23 and 24, Township 29 South, Range 18 East, all lying within the City of Tampa, Hillsborough County, Florida, lying within the following described boundaries to wit:

Beginning at the intersection of the centerline of Armenia Avenue (Armenia Avenue) and the centerline of Columbus Drive (Michigan Avenue), said intersection lying in Section 14, Township 29 South, Range 18 East; thence Easterly along said centerline of Columbus Drive and its Easterly projection, to and along the centerline of the Columbus Street Bridge, to its intersection with the centerline of the Hillsborough River, said centerline lying between the Easterly and Westerly combined Pierhead and Bulkhead Lines of said River as determined by the Jacksonville District, Corps of Engineers of the Department of the Army, and shown on their drawing of the U.S. Harbor Lines, Tampa Harbor, Florida, Hillsboro River and Hillsboro Bay, Sheet No. 3, File 45-20, 641; thence meandering Southeasterly, Easterly and Southerly along said centerline of the Hillsborough River, across the North Boulevard Bridge (Holtsinger Bridge), across Interstate Highway 275 (State Road 400) and across the Laurel Street Bridge (Fortune Street Bridge), to its intersection with the South boundary of Section 13, Township 29 South, Range 18 East; thence continue Southerly along said centerline of the Hillsborough River, to its intersection with the centerline of the Cass Street Bridge, said intersection lying in Section 24, Township 29 South, Range 18 East; thence Westerly along said centerline of the Cass Street Bridge and its Westerly projection, to and along the centerline of Cass Street, to its intersection with the centerline of North Boulevard (10th Avenue); thence continue Westerly along said centerline of Cass Street to and along the centerline of the C.S.X. Railroad (S.F.R.R.) in a Southwesterly direction, parallel with the Northwesterly boundary of the University of Tampa Campus, to its intersection with the Easterly projection of the centerline of North "A" Street"; thence Westerly along said Easterly projection and centerline, to its intersection with the centerline of Willow Avenue (15 Avenue); thence Northerly along said centerline of Willow Avenue, to its intersection with the centerline of North "B" Street; thence Westerly along said centerline of North "B" Street, to its intersection with the centerline of Oregon Avenue (Seventeenth Avenue); thence Southerly along said centerline of Oregon Avenue, to its intersection with the centerline of Kennedy Boulevard (John F. Kennedy Boulevard (Grand Central)); thence Westerly along said centerline of Kennedy Boulevard to its intersection with the centerline of Armenia Avenue; thence Northerly along said centerline of Armenia Avenue, to its intersection with the centerline of Columbus Drive, said intersection being the Point of Beginning.

Containing 964.33 acres, more or less.

CRA TIF Contributions per Interlocal Agreement

CRA	Creation Date	Expiration Date	TIF Contributions From Taxing Authorities					
			Years 1-10			Years 11-30		
			City	County	Other	City	County	Other
Downtown Core	1983	2043*	100%	*	100%	100%	*	100%
Downtown Non-Core	1988	2043*	100%	*	100%	100%	*	100%
Ybor I	1988	2034*	100%	100%	100%	100%	70%	100%
Tampa Heights Riverfront	1999	2043*	100%	80%(thru 2029)*	100%	100%	50% (2030-2043)*	100%
Channel District	2004	2034	100%	100%	100%	100%	80%	100%
Drew Park	2004	2034	100%	100%	100%	100%	80%	100%
East Tampa	2004	2034	100%	100%	100%	100%	80%	100%
Ybor II	2004	2034	100%	100%	100%	100%	80%	100%
Cental Park	2006	2036	100%	100%	100%	100%	70%	100%
West Tampa	2015	2043	100%	100%	100%	100%	80%	100%

* Terms set forth in October 2014 Interlocal Agreement

COMMUNITY REDEVELOPMENT AGENCY BY-LAWS

CRA Resolution No. 91-3
CRA Resolution No. 2002-6
CRA Resolution No. 2008-1

BY-LAWS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA

ARTICLE I

General Provisions

1. The Community Redevelopment Agency of the City of Tampa, Florida (the "CRA") shall be governed by and operate under the Rules of Procedure of the City Council of the City of Tampa, Florida, unless otherwise provided in these By-Laws.

2. The provisions of these By-Laws shall prevail in all geographical areas of the City of Tampa which have been placed under the jurisdiction of the CRA pursuant to Part III of Chapter 163 of the Florida Statutes.

3. The principal office of the CRA shall be the Office of the City Clerk of the City of Tampa, Florida. All books and records of the CRA shall be open to the public for inspection in accordance with the laws of the State of Florida.

4. The members of the CRA shall serve without compensation but shall be entitled to the necessary expenses, including traveling expenses incurred in the discharge of their duties.

ARTICLE II

Meetings

1. Initial Organizational Meeting. The CRA shall hold an initial organizational meeting at which the first order of business shall be the election of the officers of the CRA. Such officers shall be elected by the full CRA by majority vote. The second order of business shall be the adoption of the By-Laws. The adoption of the By-Laws shall be by an affirmative vote of no fewer than five (5) members of the CRA. The next order of business shall be that which is agreed upon by a majority of those members present and voting.

2. Regular Meeting. The CRA shall hold a regular meeting at least once a month on a day and time to be designated from time to time by the CRA, such meetings to be held in the Tampa City Council Chambers unless a different place is specified by the CRA at least ten (10) days prior to a meeting.

3. Special Meetings. In addition to regularly scheduled meetings, special meetings of the CRA may be called for by call of the Chairman of the CRA, or by call of any four (4) members. Notice of special meetings shall be sent to CRA members no less than twenty-four (24) hours prior to such meeting unless a waiver is signed by a majority of the CRA. The notice of such meeting shall specify its purpose.

4. Open Meetings. In accordance with the laws of the State of Florida, all business of the CRA shall be conducted at public meetings. No member of the CRA shall conduct or discuss business of the CRA with another member at any formal or informal meeting except upon

reasonable notice, considering the circumstances, to the public of such meeting.

5. Quorum. A majority of the members of the CRA shall constitute a quorum.

6. Adjourned Meetings. If any meeting cannot be organized because a quorum is not present, the members who are present may adjourn the meeting to a time certain, and notice of the new meeting time shall be given to each CRA member, unless waived.

7. Annual Organizational Meetings. The first regularly scheduled meeting in April of each year shall be the annual organizational meeting of the CRA. Pursuant to the provisions of Part III of Chapter 163 Fla. Stat. 2007, the Chairman and Vice Chairman shall be appointed by the City Council of the City of Tampa, Florida

ARTICLE III

Voting Requirements

All actions of the CRA shall be adopted by an affirmative vote of not fewer than four (4) members of the CRA unless otherwise specified in the By-Laws.

ARTICLE IV

Officers Terms and Duties

1. Term. The term of the Chairman and Vice-Chairman shall be one (1) year. The Secretary of the CRA shall be the City Clerk of the City of Tampa, the Assistant Secretaries of the CRA shall be the Deputy City Clerks of the City of Tampa and the Treasurer shall be the Director of Finance of the City of Tampa.

2. Chairman. The Chairman shall preside at all meetings; shall execute all instruments in the name of the CRA; shall appoint such committees from time to time as may be deemed appropriate; and shall perform all other duties as may be required by the CRA.

3. Vice-Chairman. The Vice-Chairman shall, in the absence, disqualification, or disability of the Chairman, or at the Chairman's discretion, exercise all of the functions of the Chair.

4. Secretary. The Secretary shall be the custodian of all books and records of the CRA and shall keep the minutes of all meetings; shall send out all notices of meetings; and shall perform such other duties as may be designated by the CRA.

5. Assistant Secretaries. The Assistant Secretaries shall, in the absence, inability to act, disqualification, or disability of the Secretary, or at the Chairman's discretion, exercise all of the functions of the Secretary.

6 Treasurer. The Treasurer shall keep the financial records of the CRA's operating budget; and shall keep full and accurate accounts of receipts and disbursements of the CRA; shall have custody of all operating funds of the CRA and shall render semi-annual budget reports to the CRA; shall assist the CRA in the preparation of a proposed budget; shall make and file all financial reports and statements necessary to be made and filed by the CRA and file such reports and statements with the Secretary of the CRA.

ARTICLE V

Staff Support

The staff support of the CRA will be provided, as needed, by the departments, boards, and agencies of the City of Tampa. Any such requests for such support shall be contained in the annual Service Agreements that are entered into between the City of Tampa, Florida, and the CRA.

ARTICLE VI

Eminent Domain

The CRA is aware of the enormous impact upon the citizens of those areas under its jurisdiction whenever it recommends to the City of Tampa, Florida, that the use of Eminent Domain be employed. Therefore, whenever the CRA recommends that the City of Tampa use the power of Eminent Domain pursuant to Section 163.375 of the Florida Statutes it will do so only upon the favorable vote of five (5) members; however, if the property so acquired is to be utilized by the City of Tampa or by another governmental entity, then the favorable vote of four (4) members shall be sufficient to approve such recommendation.

ARTICLE VII

Fiscal Management

1. Fiscal Year. The fiscal year of the CRA shall begin on October 1 of each year.

2. Budget. Prior to November 1 of each year, the CRA shall adopt a recommended budget and forward it to the City.

3. Accounting Practices. In accordance with the laws of the State of Florida, the CRA shall comply with all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

4. Annual Report. The CRA shall file with the City Clerk and with the Auditor General on or before March 31 of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such calendar year. At the time of filing the report, the CRA shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the City Clerk and that the report is available for inspection during business hours in the Office of the City Clerk of the City of Tampa.

5. Audit. Within six (6) months after the end of each fiscal year, the CRA shall cause to be prepared a post audit of the accounts and records of the CRA in accordance with the rules of the State Department of Banking and Finance. Such post audit shall be completed by an independent certified public accountant. Such post audit may be accomplished in conjunction with the City of Tampa's annual post audit, by the same certified public accountant.

6. Surplus Funds. Surplus funds shall be invested in accordance with the requirements of Florida Statutes.

7. Expenditures. No funds of the CRA shall be expended other than in accordance with the adopted CRA Budget, the Service Agreements that have been entered into between the City of Tampa, Florida, and the CRA, and the Community Redevelopment Act of 1969 as amended.

ARTICLE VIII

Amendments

These By-Laws may be amended by an affirmative vote of four (4) members of the CRA; however, notwithstanding the foregoing, any amendment to Articles VI may be amended only upon the affirmative vote of five (5) members of the CRA.

ARTICLE IX

Seal

The Agency may adopt a seal to be used in the execution of documents on behalf of the Agency. The Secretary shall be the custodian of the seal.

ARTICLE X

Execution of Documents

All documents executed by the CRA shall be executed by the Chairman, with an attestation by the Secretary and the affixing of the seal, if one exists, of the CRA.

Tampa Community Redevelopment Agency
Services Agreement Overview

As part of the annual budget process, the Tampa Community Redevelopment Agency Board (CRA) contracts with the City of Tampa to assist it in implementing and furthering redevelopment plans for each redevelopment community by providing (or causing to be provided) certain redevelopment services and public improvements.

All community redevelopment areas are covered by a single agreement in this budget document. This year's agreement is in the same form as the FY15 agreement. Executing the agreement allows the City to use its existing processes (e.g. payroll system), procedures (e.g. purchasing by competitive bid and W/MBE program compliance) and staff to accomplish the plans of the CRA.

Based on terms of the Board's adopted Financial and Administration Policy (see Appendix), adopted April 6, 2005, the CRA agreed to particular terms regarding how and in what amounts the City would be reimbursed for the services that it provides in implementing the Community Redevelopment Area Plans.

Importantly, significant expenses incurred by the City to administer CRA activities are not presently reimbursed by the CRA, such as costs associated with the City Clerk, Legal Department, Revenue and Finance, Planning and Development, Purchasing, WMBE, Personnel, Technology and Innovation, and other departments.

The annual services agreement documents the amounts to be paid to the City from TIF funds each year. As in past years, the City will be reimbursed for staffing and operating costs associated with the Economic and Urban Development Department. Direct service expenses for additional services being provided by other departments are listed separately (e.g. Environmental Detectives in East Tampa).

The schedule on the following page details the services and costs for each area.

Tampa Community Redevelopment Agency

Services Agreement Overview

CRA	Budget/Service Line Item	Not to Exceed
Downtown	Salaries and Operating	$138,300
	Loan Repayment	$2,000,000
Ybor I	Salaries and Operating	$292,200
	Code Inspection	$14,007
Tampa Heights Riverfront	Salaries and Operating	$17,600
East Tampa	Salaries and Operating	$112,200
	Clean Team/Youth Program	$291,939
	Environmental Detective	$128,000
Channel District	Salaries and Operating	$138,300
Drew Park	Salaries and Operating	$147,200
Ybor II	Salaries and Operating	$24,700
	Code Inspection	$1,218
Central Park	Loan Repayment for Urban Planning Services	$66,999
Total Consideration		**$3,372,663**

CITY OF TAMPA/COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into at Tampa, Florida, as of the _____Day of _____, 2015, by and between the CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida (the "City") and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, a body politic and corporate of the State of Florida (the "Agency").

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 88-1169, adopted by the City Council of the City of Tampa on June 16, 1988, the City Council approved a Community Redevelopment Plan for the Downtown Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 88-1178, adopted by the City Council of the City of Tampa on June 23, 1988, the City Council approved a Community Redevelopment Plan for the Ybor City I Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 99-0748, adopted by the City Council of the City of Tampa on May 13, 1999, the City Council approved a Community Redevelopment Plan for the Old Tampa Police Department Site Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2004-794, adopted by the City Council of the City of Tampa on June 24, 2004, the City Council approved a Community Redevelopment Plan for the East Tampa Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2004-795, adopted by the City Council of the City of Tampa on June 24, 2004, the City Council approved a Community Redevelopment Plan for the Channel District Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2004-796, adopted by the City Council of the City of Tampa on June 24, 2004, the City Council approved a Community Redevelopment Plan for

the Drew Park Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2004-797, adopted by the City Council of the City of Tampa on June 24, 2004, the City Council approved a Community Redevelopment Plan for the Ybor City II Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2006-800, adopted by the City Council of the City of Tampa on June 22, 2006, the City Council approved a Community Redevelopment Plan for the Central Park Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and

WHEREAS, pursuant to Resolution No. 2015-497 adopted by the City Council of the City of Tampa on June 11, 2015, the City Council approved a Community Redevelopment Plan for the West Tampa Community Redevelopment Area (the "Redevelopment Plan"), and directed the Agency to implement the Redevelopment Plan and exercise those powers granted by Part III, Chapter 163 of the Florida Statutes (the "Redevelopment Act"); andf

WHEREAS, under the Redevelopment Act, the Agency may contract with such other persons, public or private, as it deems necessary and appropriate for it to carry out its duties and responsibilities; and

WHEREAS, the Agency desires to engage the City to assist it in implementing and furthering the Redevelopment Plans by providing or causing to be provided certain redevelopment services and public improvements in all Tampa Community Redevelopment Areas (the "Redevelopment Areas"); and

WHEREAS, the East Tampa CRA Plan directs the City to involve the seven member “tax increment revenue” sub-committee of the East Tampa Community Revitalization Partnership and other broad-based community input in the recommendation of projects and monitoring of the implementation of the Plan.

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

ARTICLE I. REDEVELOPMENT SERVICES; PUBLIC IMPROVEMENTS

A. The City shall carry out or cause to be carried out, a revitalization and redevelopment program in the Redevelopment Areas consisting of, but not limited to, the following:

1. Assist the Agency in the acquisition of real property by identifying, justifying, assembling, negotiating and monitoring the acquisition of real property by purchase, condemnation, gift, exchange or other lawful means;

2. Assist the Agency in identifying, justifying, negotiating and monitoring the rehabilitation of real property in the manner prescribed by the Agency;

3. Assist the Agency in developing structure relocation plans for any historic structures determined worthy of preservation and for which relocation is required;

4. Serve as a representative of the Agency in seeking the aid and cooperation of other public agency bodies and private organizations and to coordinate the Redevelopment Plans with the activities of said public bodies and private organizations in order to achieve the purposes of redevelopment in the highest public interests possible;

5. Act as a representative of the Agency for real property owned by the Agency within the Redevelopment Area or real property in the Redevelopment Areas which is within the control, direction, supervision or management of the Agency;

6. Identify, propose, market and negotiate through approved practice methods such agreements for specific properties located within the Redevelopment Areas which provide for uses which are in the best interests of the Agency and further the redevelopment of the Redevelopment Areas pursuant to the Redevelopment Plans;

7. Advertise, promote and market through approved practice methods the sale of real property in accordance with the Redevelopment Plans and other applicable laws, regulations, policies and plans;

8. Assist the Agency to cause the demolition or clearance, or both, of buildings, structures and other improvements within the Redevelopment Areas which are owned or acquired by the Agency or any other person and which are to be redeveloped in accordance with, or as contemplated by, the Redevelopment Plans;

9. Assist the Agency to cause the preparation of building and development sites in the Redevelopment Areas;

10. Coordinate and monitor the relocation of persons displaced by redevelopment within the Redevelopment Areas;

11. Plan, execute and monitor specific programs involving the private sector that stimulate the economy in the Redevelopment Areas;

12. Create and cause to be used a marketing campaign that seeks to attract investment, development and enterprises in the Redevelopment Areas;

13. Conduct a promotional campaign that attracts visitors to the Redevelopment Areas from within and without the Tampa Bay metropolitan area;

14. Conduct educational and informational sessions for owners of real property located within the Redevelopment Areas;

15. Coordinate, through the City's Department of Planning & Development, the referral of persons from the Redevelopment Areas that are seeking financial assistance for various purposes within the Redevelopment Areas; and

16. Study the periphery of the Redevelopment Areas to evaluate the potential for expansion of the district.

17. Assist the Agency in implementing and executing environmental public health/safety programs including, but not limited to, clean-up of illegal dump sites, litter control, code enforcement, and other related activities.

18. Provide funding, as needed, for planning, legal and/or financial studies with said costs to be reimbursed from tax increment proceeds when available.

B. During the term of this Agreement the City shall recommend to the Agency the implementation, construction or installation of public improvements which are necessary to effectuate the Redevelopment Plans. Subject to the funding and approval of such public improvements by the Agency pursuant to this Agreement, the City shall implement, construct or install such public improvements.

C. In order to properly provide the services described in Paragraphs A and B herein above, the City shall,

1. Provide the Agency with recommendations on zoning matters, modifications to the Redevelopment Plans or such other matters as may be requested by the Agency;

2. Seek alternative funding sources from both the public and private sector that will assist in funding redevelopment activities that complement the intent and purpose of the Redevelopment Plans;

3. Involve the seven-member “tax increment revenue” sub-committee of the East Tampa Community Revitalization Partnership in monitoring of the East Tampa CRA Plan.

4. Provide ongoing assessment and monitoring of redevelopment within the Redevelopment Areas to evaluate the success or failure of specific projects, and when necessary, provide additional or alternative project options to the Agency for its consideration; and

5. Urge the members of the Florida Legislature from the Tampa area and elsewhere to enact legislation that will aid the redevelopment of the Redevelopment Areas.

6. For agreements related to projects that are (or are likely to be) funded in majority by TIF revenues, the Department of Urban Development will circulate the draft scope of services to all Community Redevelopment Agency Board members for their input at the time that the draft scope is provided to CRA Advisory committee members for comment.

ARTICLE II. PERIOD OF AGREEMENT

This Agreement shall commence on October 1, 2015, and shall expire on September 30, 2016, unless this Agreement is otherwise earlier cancelled as provided herein, or unless extended by written agreement of the parties.

ARTICLE III. COMPENSATION

It is understood by the parties to this Agreement that the Agency shall pay to the City, and the City shall accept from the Agency as full consideration for its services under this Agreement, the sums noted below, for providing those services described in Article I. A. and C. of this Agreement. No other costs or expenses incurred by the City, or on its behalf, shall be chargeable to the Agency unless specifically authorized under this Agreement and unless agreed to by both parties in writing and approved by a majority vote of the governing body of both parties.

CRA	Budget/Service Line Item	Not to Exceed
Downtown	Salaries and Operating	$138,300
	Loan Repayment	$2,000,000
Ybor I	Salaries and Operating	$292,200
	Code Inspection	$14,007
Tampa Heights River-front	Salaries and Operating	$17,600
East Tampa	Salaries and Operating	$112,200
	Clean Team/Youth Program	$291,939
	Environmental Detective	$128,000
Channel District	Salaries and Operating	$138,300
Drew Park	Salaries and Operating	$147,200
Ybor II	Salaries and Operating	$24,700
	Code Inspection	$1,218
Central Park	Loan Repayment for Urban Planning Services	$66,999
Total Consideration		**$3,372,663**

ARTICLE IV. PAYMENTS

On the first day of each month during the period of this Agreement the Agency shall pay the City one twelfth (1/12) of three million, three hundred seventy four thousand, six hundred and sixty three dollars ($3,374,663) for the services described in Article I. A. and C. of this Agreement.

ARTICLE V. CANCELLATION OF AGREEMENT

This Agreement is subject to cancellation by either party on thirty (30) days advance written notice to the other at its address as herein above specified. In the event of such cancellation and if the City claims it is entitled to compensation for the satisfactory performance of services provided, or for the implementation, construction or installation of public improvements, pursuant to the provisions of this Agreement to date of cancellation, it shall comply with Article IV. hereof.

ARTICLE VI. RECORDS

The City shall maintain such records and accounts including property, personnel and financial records as are necessary to assure a proper accounting for all funds paid to the City by the Agency pursuant to this Agreement, and such records shall be available for inspection by the Agency or its representatives at reasonable times and under reasonable conditions.

All documents, including detailed reports, plans, brochures, publications, and all other related data, prepared or obtained by the City in conjunction with this Agreement are, and shall remain the property of the Agency.

ARTICLE VII. NON-ASSIGNABILITY

The City may not assign this Agreement without the prior written consent of the Agency.

ARTICLE VIII. MODIFICATION, AMENDMENT, EXTENSION

This Agreement may not be modified, amended or extended except in writing.

ARTICLE IX. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day herein above first written.

ATTEST:

CITY OF TAMPA

_____
CITY CLERK

BY:_____(SEAL)
BOB BUCKHORN, MAYOR

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF TAMPA

ATTEST:

_____
SECRETARY

BY:_____(SEAL)
CHAIRMAN/VICE CHAIRMAN

The execution of this document was
Authorized by Resolution No._____.

_____
SALVATORE TERRITO
CHIEF ASSISTANT CITY ATTORNEY

City of Tampa
Community Redevelopment Agency

Financial and Administration Policy

The City, in conjunction with the various community-based CRA/TIF groups, has developed the following policies for presentation to and adoption by the Community Redevelopment Agency in order to establish clear, uniform administrative guidelines that will apply to all Community Redevelopment Areas. No part of these guidelines is intended to restrict the authority of the Community Redevelopment Agency or to conflict with Florida Statutes.

Formalizing these policies will best assure clear communication between and among representatives of affected communities. The community-based CRA/TIF groups and city staff will engage in joint planning and policy formulation. As a result, annual workplans and long-range planning for redevelopment initiatives will be better understood and have a higher likelihood of success.

Any proposed changes to these policies (including future year staff projections) will be formulated jointly by the community-based CRA/TIF groups and city staff before presentation to the Community Redevelopment Agency.

Community Redevelopment Area Representation

- Each CRA organization has/will have a committee (herein referred to as "community-based CRA/TIF group") identified to interact with city staff regarding allocation of TIF revenues. The goal of this interaction is to reach consensus regarding annual and long-term TIF revenue planning and expenditures.

Annual TIF Budgeting

- City staff, in conjunction with the community-based CRA/TIF groups, will prepare a proposed annual work program and budget in accordance with the various CRA multi-year action plans to be presented to CRA for review and consideration. The Community Redevelopment Agency's formal approval is necessary in order to establish annual TIF budgets.
- Proposed changes to an approved TIF budget will be developed by city staff in conjunction with the community-based CRA/TIF group prior to consideration by the Community Redevelopment Agency.
- Future year CRA workplans and budget submittals will be more-or-less coincidental with the City's annual budget process, resulting in common (10/1 - 9/30) fiscal periods.
- Annual appropriations should be programmed pursuant to Florida Statutes, Chapter 163, Part III.

City of Tampa
Community Redevelopment Agency

Financial and Administration Policy

Reimbursement to City for Creation of the CRA

- Reimbursements for direct out-of-pocket expenses (e.g. HCCCPC, consultants, legal notices and advertisement) will be expensed to the TIF fund for each CRA/TIF that is established after calendar 2004.
- No City staff expenses will be reimbursed.

Ongoing Reimbursement to City from TIF Revenues

- Revenue and Finance and Urban Development will jointly establish a cost accounting practice that results in an accurate portrayal of annual staff and operating expenses for each CRA.
- The City, in conjunction with the community-based CRA/TIF groups, commits to maximize the use of TIF revenues for direct reinvestment in the Community Redevelopment Areas by critical annual review of the percentage of TIF revenues being applied to staff and operating expenses.
- Eventually, TIF revenues will cover 85% of the annual Urban Development Department staff expenses. For the initial year, reimbursement to the City from TIF revenues will be 25% of staff expense. This percentage will be increased by 15% per year until the 85% level is reached (i.e. 25, 40, 55, 70, 85). Inasmuch as the Ybor TIF is already in place, the City staff expense percentage for 2005 will be at (55%), ramp up the nearest 15% increment in 2006, and increase 15% per year thereafter to the 85% level. Attached is a five-year staff projection for the Urban Development Department.
- Future year revenues will not be used to repay the City for reimbursed staff expenses from previous years.
- In the event that the City of Tampa and the Community Redevelopment Agency agree that the City is to up-front the cost of CRA initiatives, then future year TIF revenues from that CRA will be programmed to reimburse the City. Proposed reimbursement schedules will be developed by city staff in conjunction with the community-based CRA/TIF group prior to consideration by the Community Redevelopment Agency.
- Capital improvement projects funded with TIF revenues will bear direct and indirect capital project overhead charges in the same manner and using the same procedures as are administered to all other capital improvement project funds.

City of Tampa
Community Redevelopment Agency

TIF Borrowing for Major Projects Policy

Financing for infrastructure projects and/or economic development activities in the CRA's shall be governed by the following policies. These policies are specifically targeted to the issuance of bonds, but may also be applicable to other forms of financing.

General Conditions

These conditions shall apply to typical improvement projects where the CRA/City controls all factors of the project, including the entire funding source(s) and timing.

- The financing shall rely on the credit of the CRA/TIF only.
- Back up funding sources including, but not limited to utility taxes, parking revenues, and/or the City's general funds shall not be used as a back-up pledge toward any financing.
- The terms and amounts of potential financing shall be dictated by prevailing market conditions at the time of the financing application, including but not limited to:
    - Interest rates,
    - Compliance for tax-exempt versus taxable status,
    - Required debt service coverage ratio, and/or
    - Ability to underwrite the credit based on the historical performance and/or future projections of the TIF.

Special Conditions

These conditions shall apply to improvement projects where the CRA/City does not control all factors of the project or where compelling factors would cause prudent consideration of exceptions to the above general conditions. Some examples of these exceptions could be:

- Projects undertaken in cooperation with County, State, or other governmental entities where the other entity is bringing a significant portion of the funding to the project. Multiple governmental entities in a common project would amplify this condition.
- Projects where the timing is dictated by "emergency" conditions.
- Projects that are required in the sequence of an overall critical path schedule and the initial project timing is driven by an outside entity or emergency condition.
- CRA's where current TIF revenue is insufficient to satisfy the financing of a contemplated project(s), but due to historic trends of the existing TIF revenue and/or new projects actually under construction provide a high level of confidence in the expectation of future revenue.
- This policy is not intended to restrict the CRA's assistance or support of private sector projects through the use of a project specific Redevelopment Agreement.
- In projects represented by the examples above or projects being influenced by other compelling factors, the financing policies in "General Conditions" should be reviewed for flexibility. In the event the City uses non-TIF funds to finance a CRA project, these non-TIF funds would be reimbursed to the City from future TIF revenues.

City of Tampa
Community Redevelopment Agency

CRA Board Community Meeting Policy

Purpose

- The purpose of the meetings will be to receive input from the community regarding redevelopment activities of the Agency. The Board will not conduct official business at these meetings or attempt to set policy.

Timing

- Community meetings will be held quarterly in the evenings. Meeting starting times will be coordinated with the hosting community through the representative Advisory Committee. Community meetings will be scheduled in January, April, June and October.

Board Attendance

- To assure the community meetings are beneficial to both the Board and community, a quorum for Board attendance will be required. If the availability of a Board quorum cannot be confirmed two weeks in advance of the scheduled quarterly community meeting, the meeting will be cancelled.

Notification

- The meeting will be noticed in accordance with Sunshine Law requirements. Additionally, the meeting will be noticed through email and/ or postal mail.

Recording

- An audio recording of the meeting will be made. There will be no video recording or broadcast transmission of the meeting. Written minutes will be prepared by the Clerks Office.

Adopted 10/11/07

City of Tampa
Community Redevelopment Agency
Community Advisory Committee Policy

1. Policy Purpose

The purpose of this policy is to describe guidelines under which Advisory Committees for community redevelopment areas will be organized, comprised, and administered. It provides guidelines that each redevelopment community should follow unless relevant circumstances justify an alternative approach acceptable to the CRA Board.

2. The Purpose of an Advisory Committee

The purpose of an Advisory Committee will be to insure that the interests of residents, property owners, businesses and other stakeholders in the area are represented in key decisions relating to the CRA Plan and Tax Increment Financing (TIF) budget for their area.

3. Advisory Committee Appointment

Each redevelopment community will be represented by an active and effective Advisory Committee whose membership is representative of all stakeholder groups. To that end, the CRA Board will make appointments to Committees within the guidelines contained in this policy to achieve the greatest diversity of membership and representation on each committee.

At present, two Community Redevelopment Areas, East Tampa and Ybor City are deemed to have representative community organizations (i.e. the East Tampa Community Revitalization Partnership "ETCRP" and Ybor City Development Corporation "YCDC", respectively) sufficiently established to elect an Advisory Committee. Before electing their Advisory Committee members, these organizations will present a list of all those seeking Advisory Committee membership to the CRA Board. If the Board believes a prospective Advisory Committee member would not be a good community representative, it will inform the organization accordingly. This procedure will remain in affect as long as the bylaws of the ETCRP and YCDC are consistent with this policy in all material respects as determined by the CRA's attorney.

For the balance of the redevelopment communities, the CRA Board will appoint members and fill committee vacancies in accordance with the following process:

- Interested parties will submit a "Community Redevelopment Agency Advisory Committee Questionnaire" (copy attached) to the City Clerk's office;
- Interested parties will also sign a "Sunshine Law & Ethics Code Acknowledgement Form", affirming their knowledge of intention to comply with the provisions of items #12 and #13 of this policy.
- Applicants will be afforded the opportunity to make a brief (3 minute) presentation to the CRA Board.
- The CRA Board will make appointments consistent with this policy subsequent to the scheduled presentation by applicants.
- *Ex Officio* members are nominated by specifically identified institutions or stakeholder organizations that are recognized as having significant standing in the CRA (see Exhibit 1). Affirmation of *Ex Officio* candidates is subject to the discretion of the CRA Board.

4. Advisory Board Size and Composition

The composition of each Committee may include one or more *Ex Officio* members. *Ex Officio* members are full, voting members nominated by specifically identified institutions or stakeholder organizations that are recognized as having significant standing in the CRA (see Exhibit #1).The CRA Board will appoint individuals for each Community Advisory Committee (Committee).

5. Qualifications for Serving on an Advisory Committee

Committee members must live or work in the redevelopment area and/or have significant interests within the CRA's area of influence. Some of the Committee members should have a background or expertise in the redevelopment process, such as neighborhood planning, real estate development and/or real estate finance. The membership should represent the diversity of stakeholders in the area.

A majority of the members of each Community Advisory Committee shall be residents, property owners, business owners or employees, or other individuals representing groups with a community or business interest in the CRA they represent. This requirement may be waived if there are insufficient applicants from these categories.

At any time, the CRA Board may elect to review the make up and size of an Advisory Committee(s) and make a determination as to its satisfactory constitution.

6. Committee Member Terms of Service

Committee members will be expected to serve staggered terms in order to establish continuity of leadership and familiarity with ongoing redevelopment area issues. The length of terms shall be generally two years, but the initial terms for members of a new Committee established by the CRA Board will be between two and four years as required to assure staggered terms of service. A Committee member may serve an additional two-year term if the community and CRA Board support a reappointment. There will be a minimum of a one year gap for additional terms. If, however, candidate members are not forthcoming, members may be requested to continue service until new members are identified.

The term limits in this section also apply to *Ex Officio* members. Every two years, *Ex-Officio* organizations can request the continued service of their representative on the Committee if they are the only member nominated by the *Ex Officio* organization. Affirmation of *Ex Officio* candidates is subject to the discretion of the CRA Board at the end of each 2-year term. In the case of Ybor, affirmation of *Ex Officio* candidates is also subject to the discretion of the YCDC Board at the end of each 2-year term.

7. Term of office for a Committee Chairman

Each Committee will elect a Chairperson for a term of one year or two years, at the discretion of the Committee. Each Committee should also have an elected Vice Chair, who will be the Chairman Elect, to act in the Chair's absence and to better assure smooth transition at the end of

the Chair's term of service. The Chair will serve one year as Past Chair to help provide Committee continuity. The Chairperson's and Vice Chairperson's terms as members of the Advisory Committee will be modified if necessary, by the CRA Board (or the respective community organizations in the case of East Tampa and Ybor City CRA's) to accommodate terms of service in these key leadership roles.

8. Duties of the Chairman

The primary duties of the Chair will be to 1) maintain an effective working relationship with the City's Development Manager who represents their area, 2) provide leadership to insure appropriate community involvement in the redevelopment process, and 3) guide the Committee in its representation of community needs to the Department of Economic and Urban Development (through their Development Manager).

9. Committee Membership

If a Committee member has three absences unexcused by the Committee's Chairman within one year, that member's service will be terminated. Additionally, if an Advisory Committee member knowingly violates provisions #12 or #13 of this policy, their service will be terminated. All Advisory Committee members serve at the pleasure of the CRA Board and the CRA Board can manage Advisory Committee membership in any way they believe serves the purposes of the Agency.

10. Relationship of Committee to Staff and CRA Board

As a matter of routine practice, the Committee will relate community input to the City's Development Manager. This will be the Manager's primary source of input in serving the community. The community's involvement in this process is critical to the Manager's success in each redevelopment community. Nothing about this day-to-day working relationship between a CRA Manager and Advisory Committee will or is intended to preclude interaction between the Advisory Committee and the CRA Board.

The Department of Economic and Urban Development will use the Committee's recommendations along with input from City departments in preparing a proposed CRA budget and/or Plan Amendment for presentation to the Community Redevelopment Agency in accordance with the Financial and Administration Policy adopted by the CRA Board on April 6, 2005 - or as amended by the CRA Board.

The Community Redevelopment Agency will consider the recommended CRA Budget or Plan Amendment in a publicly noticed meeting.

11. Rules of Order

All Advisory Committee meetings will be conducted under the most recent edition of Robert's Rules of Order Newly Revised unless otherwise provided by applicable law or policy herein.

12. Advisory Committees Must Operate in the Sunshine

Advisory Committees must operate in the Sunshine in accordance with Florida Statutes, Chapter 286. Operating in the Sunshine means that when there are meetings/telephone conversations/ emails involving two or more group members regarding recommendations by the Committee to the CRA Board that 1) the meetings must be open to the public, 2) reasonable notice of the meetings must be given, and 3) minutes of the meetings must be taken and open to public inspection.

13. Conflicts of Interest

Effective governance by the Committee depends on deliberate, thoughtful, and fair decision making, based on the principle of ethical community leadership. The ability to make good decisions is sometimes affected by other interests. It is recognized that the process of maintaining an effective

Committee inherently involves seeking individuals that are and will continue to be active in the community. Conflicts of interest are a regular part of organizational life. The objective of this element of the policy is to permit CRA Advisory Committees to manage potential conflicts of interest successfully, when they do occur. Any Committee member may seek a conflict of interest opinion from the City's Ethics Commission.

Actions Prohibited When Certain Financial Interests Involved (Subsections (a): § 2-517(a), (b): § 2-517(b), and (c): § 2-517(c), City of Tampa Ethics Code).

(a) No member of the CRA Advisory Committee shall participate in any official action directly or indirectly affecting a business in which he or any member of his immediate family or close personal relation has a financial interest.

(b) No member of a CRA Advisory Committee shall have or acquire a financial interest in any enterprise, project, business entity or property when he or she believes or has reason to believe that his or her financial interest will be directly affected by his or her official Advisory Committee recommendation.

(c) No member of a CRA Advisory Committee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Prohibited Voting Conflicts (Subsections (a): § 2-519(a), Definitions of "person" and "relative": § 2-502, (b): § 2-519(b), and (c): § 2-519(c), City of Tampa Ethics Code).

(a) No CRA Advisory Committee member shall vote or participate in his or her official capacity on any matter if that member knows or should know that doing so would inure, either directly or indirectly, to:

- His or her special private gain; or
- The special private gain of any person by whom he or she is retained, or

- The parent or subsidiary organization thereof; or
- The special private gain of a relative of the CRA Advisory Committee member.

For the purpose of this provision, "special private gain" shall mean economic benefit of any kind which inures to the individual, as opposed to a class of similarly situated individuals.

For the purpose of this provision "person" means any individual, firm, business entity, company, corporation (profit and not-for-profit), professional corporation or associations, group, organization, joint venture, partnership, limited partnership, agency, estate, trusts, business trust, syndicate, fiduciary, or other body having an independent existence and all other groups or combinations however constituted.

For the purpose of this provision "relative" means an individual who is related to the CRA Advisory Committee member as father, mother, son, daughter, grandfather, grandmother, grandchild, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or anyone who is engaged to be married to the member

(b) No member of a CRA Advisory Committee shall vote or participate on any matter in which the member has or holds a contractual relationship with an individual, business entity or agency subject to the regulation of the public board to which that member is appointed. In addition to any other provision of these Advisory Committee Policies, a CRA Advisory Board member may be removed from the CRA Advisory Committee upon which he or she serves by a majority vote of the full Community Redevelopment Agency of the City of Tampa, after review by and with the recommendation of the ethics commission, if such member has disclosed a conflict of interest in ten (10) percent or more of the matters that come before the Advisory Committee on which the member serves.

(c) Disclosure. A CRA Advisory Committee member who is prohibited from "voting and participating on any matter pursuant to subsection (a) or (b) above, shall:

(1) Publicly state to the CRA Advisory Committee the nature of his or her interest in the matter in which he or she is prohibited from voting and participating; and

(2) Disclose the nature of his or her interest in the matter from which he or she is prohibited from voting and participating within fifteen (15) days after the vote occurs in a memorandum filed with the City Clerk. The memorandum shall also be incorporated in the minutes of the CRA Advisory Committee.

City of Tampa
Community Redevelopment Agency
Community Advisory Committee Policy

		Composition	
CRA	Total Size	Representative Categories	Ex Officio Members
Downtown	9	**7** members representing: Resident, Retail/Restaurant Operator, Business Employer, Property Owner, Hotel, Cultural/Events.	**2** Ex Officio members nominated by: Downtown Partnership, Uptown Council.
Ybor City	21	**15** members representing: Retail, Bar, Restaurant, Professional Office, Hotel/Bed & Breakfast, Property Owner, Multifamily Residential, Entertainment / Events, Multi-use Complex, At Large.	**6** Ex Officio members nominated by: Historic Ybor Homeowners Association, East Ybor Historic Civic Association, Ybor City Chamber of Commerce, Ybor City Museum Society, Barrio Latino Commission, Hillsborough Community College.
Channel District	9	**6** members representing: Residential, Property Owners, Retail/Restaurant Operator, Cultural/Events.	**3** Ex Officio members nominated by: Tampa Port Authority, Downtown Partnership, Channel District Council.
Drew Park	9	**6** members representing: Resident, Business Operator, Commercial Property Owner, at Large.	**3** Ex Officio members nominated by: Hillsborough County Aviation Authority, Westshore Alliance, Hillsborough Community College.
East Tampa	13	**13** members representing: Residents (minimum of 4), For-Profit Business Owner, Not-for-profit Representative, Property Owner, At Large.	**None**
The Heights	9	**5** members representing: Resident, Commercial Property Owner, Business Operator, Legal Profession, At Large.	**4** Ex Officio members nominated by: Tampa Heights Civic Association, Ridgewood Park CPCA, Riverside Heights Civic Association and the Stewards Foundation.
Central Park	9	**7** members representing: Resident, Business Owner, Property Owner.	**2** Ex Officio members nominate by: Hillsborough County Commission
West Tampa	12	**3** members representing: Resident, Business Owner, Property Owner and At-Large.	**9** Ex Officio members nominated by: North Hyde Park Alliance, North Hyde Park Civic Association, Old West Tampa Neighborhood Association & Crimewatch, Project Link, Inc., West Riverfront Crime Watch, West Tampa Alliance, West Tampa Chamber of Commerce, West Tampa Community Council, and West Tampa Community Development Corp.

Notes: **Ex-Officio members are voting committee members who are nominated for Board approval by specifically identified institutions or formal stakeholder organizations which are in a CRA or within the geographic area of influence or recognized as having significant influence or standing in the area.**

Community Redevelopment Agency
Agency/ CAC Relationship Policy

The Community Redevelopment Agency (Agency) has recognized the importance of Community Advisory Committees (CAC) in establishing the balances needed to effectively manage the Community Redevelopment Areas (CRA). In recognition of their importance, the Agency formally adopted and implemented the Community Advisory Committee Policy to provide official stature to CAC's and the citizens serving as CAC board members. The Policy specifically states, "The purpose of an Advisory Committee will be to insure that the interests of residents, property owners, businesses and other stakeholders in the area are represented in key decisions relating to the CRA Plan and Tax Increment Financing (TIF) budget for their area."

The intent of this Agency/CAC Relationship Policy is to create standards for relationships between Agency members and the CAC's and/or the citizens serving as CAC members. The objectives of this policy are:

- Provide additional reinforcement to the Community Advisory Committee Policy.
- Facilitate the ability of all CAC's to interact with their constituents and enhance their ability to identify the issues and concerns of their communities
- Improve the effectiveness of the Agency by enhancing the opportunity for every Agency board member to hear the issues and concerns of the CRA communities first hand.
- Reduce the potential of confusion on the part of CAC members and their constituents, i.e. thinking that talking with one CRA Board member is the same as speaking with the Agency.
- Reduce the potential of Agency members from unintentionally being in violation of State Sunshine Laws, thereby keeping the CRA Board at the highest ethical standards.
- It is **not** the intent of the policy to impede the public's ability to interact with CRA Board members.

Agency/CAC Relationship Policies: The underpinning principal of these policies is that an Agency Board member is always a representative of the Agency, regardless of whether he or she is formally designated as the Agency's representative. This is a status that cannot be suspended by individual action or statement. Therefore, relationships between Agency board members and the CAC's and/or citizens serving as CAC board members shall be governed by the following policies.

Whether attending a CAC meeting in a formal capacity (whether invited to the meeting, or after deciding to attend the meeting on ones own), or having a one-on-one conversation with a CAC member, or a community stakeholder, or if an Agency member discusses CRA business with a CAC member or a constituent of the CRA he or she should report on these conversations at the next Agency Board Meeting.

- Agency board members are urged to exercise caution when attending a CAC a meeting. If an Agency Board Member speaks at a CAC meetings he or she should clearly state that he or she is speaking as an individual Agency member and not for the Agency unless the Agency has already taken a position on the issue under discussion.
- CAC's may request the attendance of a CRA Board member by a consensus vote of the CAC board. The approved request must be submitted to the Agency Chair, with a copy to each CRA Board member, the City Clerk, and the Economic Development Administrator. The purpose of this

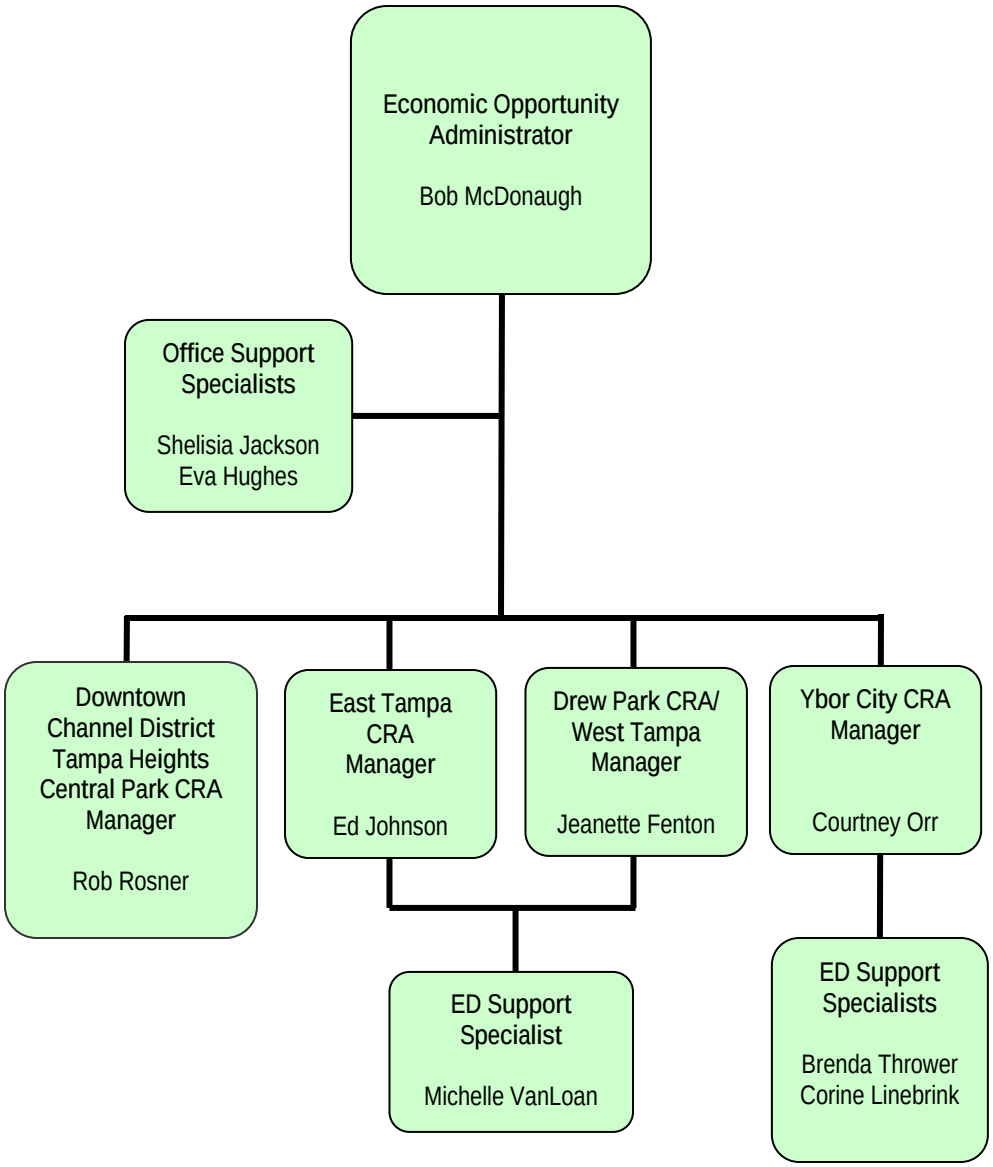
notification is to alert other Agency Members of the attendance of an Agency Member at a CAC meeting for the purpose of avoiding any Sunshine issue. The approved request must contain the following:

- The CAC making the request and a statement verifying the majority approval of the CAC for the request.
- The time, date, and place of the CAC meeting at which the Agency Board member is requested to attend.
- The subject about which the CAC expects the Agency member to speak.

- The Agency representative is encouraged to limit his or her comments and participation in the CAC meeting to the subject specified in the attendance request. It is preferable that the Agency's representative leave the CAC meeting after his or her subject is concluded. However, if the Agency representative remains at the meeting, he or she should endeavor to refrain from participating in other agenda items under discussions.
- At the next Agency meeting, the Agency representative shall brief the Agency on his or her participation at the CAC meeting. The briefing should include statements made on the specified subject, as well as any other agenda items the Agency representative discussed while at the CAC meeting.

Tampa Community Redevelopment Agency

Department of Economic and Urban Development



Urban Development Department

Mission

The purpose of the Urban Development Department is to take actions that generate sustained and widespread private market reaction which improves the quality of life of affected communities, thereby making them more attractive, convenient, and environmentally healthy.

Four Key Actions:

1. Develop and oversee strategic public investment projects that attract private investment.
2. Initiate regulatory actions that foster quality development.
3. Establish incentives that attract private investment.
4. Inter-agency and intra-agency coordination

Urban Development Department

Vision

Tampa will be nationally recognized for developing successful public/ private redevelopment partnerships.

Its team members will take pride in achieving high quality urban revitalization outcomes throughout the City.

City staff will appreciate the key role that the department has played in the strategic allocation and coordination of City resources and services.

Political leaders will respect the departments steady, focused, professional approach to redevelopment.

Citizens will point with pride at the physical realization of revitalization visions they helped create and accomplish.

Urban Development Department

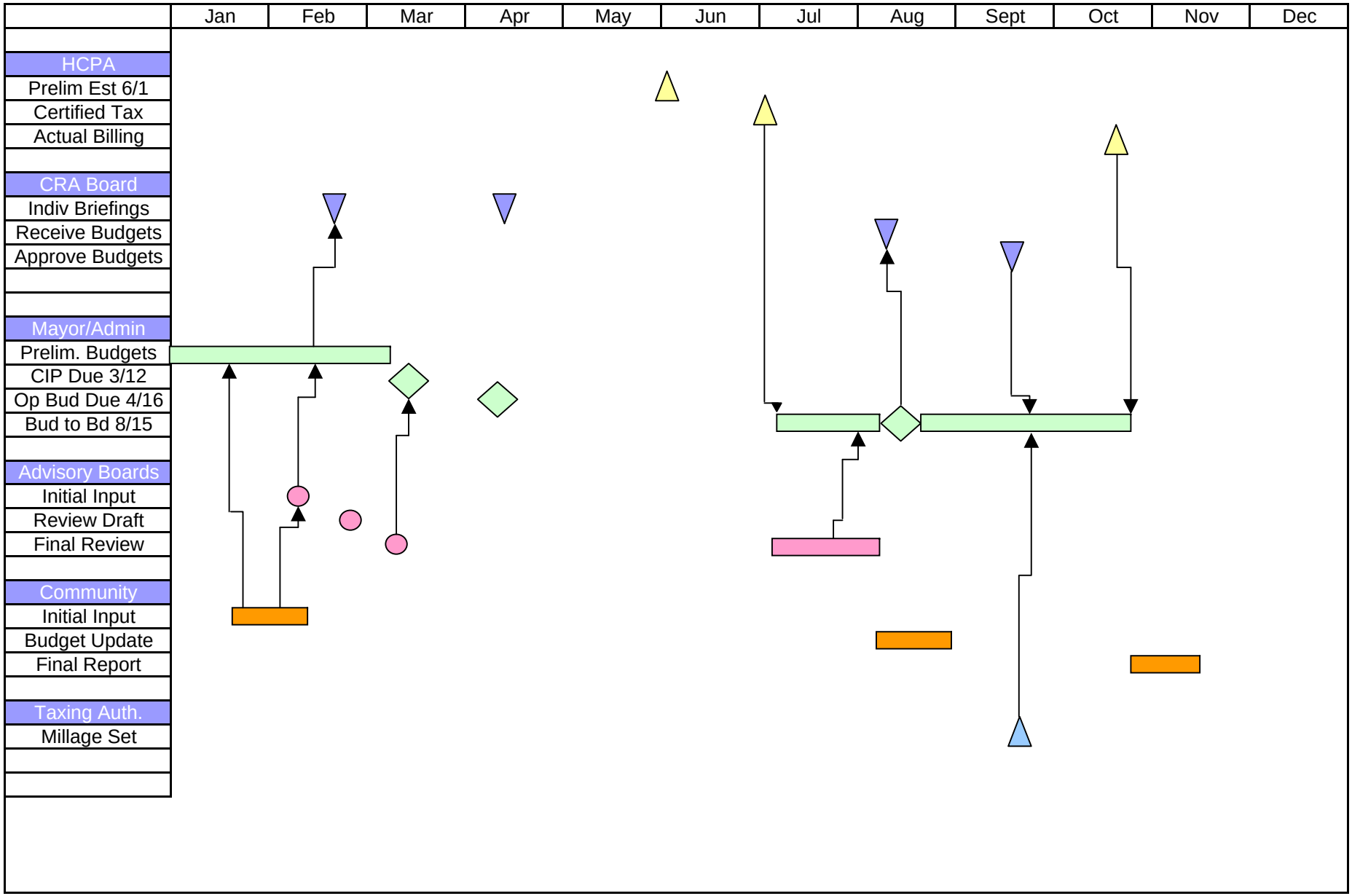
Guiding Principles

Community Collaboration- we will proactively engage the talents and energies of our citizens and key institutions in revitalizing our communities.

Inspiration- we will bring the best talent possible to our urban planning and design review efforts with the goal of inspiring our community to create attractive, “livable” places.

Market Perspective- our efforts will only be successful if we allow the private sector to profitably respond to market demands with reasonable risk.

Outcome Accountability- we will measure our success based on achieving results…. improved community aesthetics, improved quality of life and increasing tax revenues.

Financial Stewardship- as stewards of public resources, we will assure that sufficient public “returns” exists to support required public investment and that the City acts as a “prudent” risk taker.

City of Tampa
Community Redevelopment Agency
Annual TIF Budget Cycle