RESOLUTION NO. 2007-178

A RESOLUTION AMENDING MAP 27-1, A LOCATION OVERLAY SITE MAP FOR COMMERCIAL COMMUNICATION TOWER SITES IN THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 27-134.1(c), City of Tampa Code, provides for the identification of certain designated sites at which the location of commercial communication towers may considered without regard to the underlying zoning district prohibitions if certain conditions are met; and

WHEREAS, Section 27-134.1(c)(7) provides that such sites shall be identified and illustrated on a map to be approved and adopted by resolution of City Council and to be maintained and kept on file by the Zoning Administrator as MAP 27-1; and

WHEREAS, Map 27-1 and the associated list of Location Overlay Sites (the "List") were initially approved by City Council Resolution No. 99-0603; and

WHEREAS, the City Council has determined that it is appropriate to amend Map 27-1 and to amend the List to add Oak Grove Elementary School, as a designated site at which a commercial communication tower may be located subject to the conditions contained in Section 27-134.1 of the City of Tampa Code, a copy of the Amended Map 27-1 and the List are attached hereto.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That Map 27-1, A Location Overlay Site Map for Commercial Communication Towers Sites in the City of Tampa shall be amended to add Oak Grove Elementary School and the associated list of Location Overlay Sites shall be amended to reflect said change on Map 27-1, a copy of the amended Map 27-1 and the associated list are attached hereto and by reference made a part hereof.

Section 2. That other proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out an make effective the provisions of this Resolution.

Section 3. That this Resolution shall take effect immediately upon its adoption.
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON NOV 08 2007.

ATTEST:

Shirley Clay-Knowles
CITY CLERK/DEPUTY CITY CLERK

Brenda M. Hall
CHAIRMAN/CHAIRMAN PRO-TEM
CITY COUNCIL

PREPARED BY AND APPROVED AS TO LEGAL SUFFICIENCY:

E/S

JULIA MANDELL COLE
SENIOR ASSISTANT CITY ATTORNEY
<table>
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<th>SITE_NO</th>
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RESOLUTION NO. 2007-179

A RESOLUTION MAKING CERTAIN CHANGES IN THE BUDGET OF THE CITY OF TAMPA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2008; APPROVING THE TRANSFER, REALLOCATION AND APPROPRIATION OF $2,707,200 WITHIN THE LOCAL OPTION GAS TAX FUNDS – FY07 AND FY08 TO OTHER ACCOUNTS WITHIN SAID FUNDS FOR THE BAYSHORE BOULEVARD BIKE PATH LOCAL AGENCY PROGRAM AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional revenue or unappropriated surplus, or funds previously appropriated which are no longer needed for their original purpose, are available for transfer, reallocation and/or appropriation to accounts within the Local Option Gas Tax Funds – FY07 and FY08, and such transfer, reallocation and/or appropriation is for a necessary municipal purpose;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The transfer, reallocation and/or appropriation of the sum of $2,707,200 within the Local Option Gas Tax Funds – FY07 and FY08, as set forth below, is hereby approved.

LOCAL OPTION GAS TAX FUND – FY07

Anticipated Revenue:
A/C:ND0136F01-369999 Fund Balance $ 176,125

Appropriated In:
A/C:PW0536FFU-04940 Bayshore Boulevard Enhancements-Overhead $ 176,125

LOCAL OPTION GAS TAX FUND – FY08

Anticipated Revenue:
A/C:ND0136G01-33448G FDOT LAP – Bayshore Blvd Bike Paths $2,400,000

Transfer From:
A/C:PW0536GHT-04940 Pedestrian Crossings-Overhead $ 39,075
PW0536GHT-06300 Pedestrian Crossings-Improvements $ 92,000
$ 131,075

Appropriated In:
A/C:PW0536GFU-04937 Bayshore Boulevard Enhancements-Interdept Chgs $ 193,600
PW0536GFU-04940 Bayshore Boulevard Enhancements - Overhead 131,075
PW0536GFU-06300 Bayshore Boulevard Enhancements - Improv 1,742,400
PW0536GFU-06305 Bayshore Boulevard Enhancements - Prof Svcs 464,000
$2,531,075
Section 2. The changes in the Budget of the City of Tampa for the fiscal year ending September 30, 2008, as herein authorized, shall take effect immediately upon the adoption of this Resolution by the City Council and the approval thereof by the Mayor.

Section 3. The proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on

Nov 08 2007

ATTEST:

CHAIRMAN, CHAIRMAN PRO-TEM CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY:

SALVATORE TERRITO
CHIEF ASSISTANT CITY ATTORNEY

PAM IORIO, MAYOR

APPROVED by me this Nov 12 2007
RESOLUTION NO. 2007-180

A RESOLUTION APPROVING A LOCAL AGENCY PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF TAMPA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), PROVIDING FOR FDOT TO REIMBURSE THE CITY IN AN AMOUNT UP TO $2,400,000.00, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION OF A BICYCLE PATH AND ENHANCEMENTS ALONG BAYSHORE BOULEVARD FROM PLATT STREET TO GANDY BOULEVARD, IN THE CITY OF TAMPA; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Mayor and the Director of Public Works, City Council has determined that it would be beneficial to the Citizens of the City to enter into a Local Agency Program Agreement with the State of Florida Department of Transportation, in connection with the Bayshore Boulevard Bike Path Project from Platt Street to Gandy Boulevard; and,

WHEREAS, funds for the cost of said improvements, up to $2,400,000.00, shall be reimbursed to the City by the Florida Department of Transportation and deposited in the budget of the City of Tampa in the appropriate account more particularly set forth below; and

WHEREAS, the City contemplates the entire cost of said Project to be $2,707,200.00 and that approximately $307,200.00 may be born by the City in connection with said Project and will be paid from the appropriate account(s) more particularly set forth below.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Recitals set forth above are incorporated as if fully set forth herein.

Section 2. That the Local Agency Program Agreement attached hereto and incorporated by reference is hereby approved in substantially similar form.
Section 3. All costs incurred by the City associated with this Project shall be paid from accounts PW0536GFU-04940, $131,075.00; PW0536FFU-04940, $176,125.00; PW0536GFU-04937, $193,600.00; PW0536GFU-06300, $1,742,400.00 and PW0536GFU-06305, $464,000.00. Funds reimbursed by the Florida Department of Transportation shall be deposited into Account no. ND0136G01-33448G, Project PW4888.

Section 4. That the Mayor of the City of Tampa is authorized to execute and the City Clerk/Deputy City Clerk to attest and affix the Official Seal of the City of Tampa to said Agreement on behalf of the City.

Section 5. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and conditions of the this Resolution and attached Agreement.

Section 6. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON __NOV 0 8 2007__.

CITY COUNCIL:

CHAIRMAN/CHAIRMAN PRO TEM

ATTEST:

APPROVED AS TO FORM:

JULIE KABOUGERIS,
ASSISTANT CITY ATTORNEY

K:\Julie Kabougeris\RESOLUTIONS\AP FDOT Bayshore Bike Trail.doc
## EXHIBIT “B”
### SCHEDULE OF FUNDING

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<tr>
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<td>ATTENTION: Jean Dorzback, P.E.</td>
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<td>Public Works Department</td>
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<td>306 East Jackson Street, 5E</td>
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### PROJECT DESCRIPTION

**Name:** Bavshore Boulevard Bicycle Path  
**Length:**  
**Termini:** southbound from Platt Street to Gandy Boulevard

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<th>(2) AGENCY FUNDS</th>
<th>(3) STATE &amp; FEDERAL FUNDS</th>
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The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.
EXHIBIT A
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and the City of Tampa, dated__________________________, 2007.

PROJECT LOCATION:

The project is not on the National Highway System.

The project is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design and construction activities of the Bayshore Boulevard Bicycle Path Project southbound from Platt Street to Gandy Boulevard.

SPECIAL CONSIDERATION BY AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement. For projects off the State Highway System, the Agency will submit design plans for review and approval at 60% and 100%. For projects on the State Highway System, the Agency will submit design plans for all project phases. The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

At 100% plans submittal, the Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction and Administrative checklists and the Agency’s Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Type 1 and Programmatic Categorical Exclusion Checklist
2. Contamination Clearance Form
3. No ROW Needed or ROW Certification Form, as appropriate
4. Rail Clear Letter
5. Permits Clear Letter
6. Utilities Clear/Coordinated Letter

The Agency shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed on or before August 31, 2008.
b) Right-of-Way to be Certified prior to advertising for Construction.
c) Bid package including 100% plans, Specifications, updated construction estimate, draft construction contract, completed Construction and Administrative checklists and the Agency's Certification Clear Package will be submitted to the Department on or before July 31, 2008.
d) Construction contract to be let on or before January 31, 2009.
e) Construction to be completed on or before December 31, 2012.

If this schedule cannot be met, the Agency will notify the Department in writing prior to February 1, 2008. Failure to comply with this requirement may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide to the Department the following fifteen point project milestones schedule upon final execution of this agreement and quarterly thereafter:

1) LAP Agreement Execute Date 6) Utility Certification 11) RW Certification  
2) NTP to Local Agency 7) Permits Clear 12) Advertisement Date 
3) Design Start Date 8) Environmental Clear 13) Bid Opening Date 
4) Phase Submittals 9) Contamination Clearance 14) Award Date 
5) Final Plans 10) R/R Certification 15) Construction Complete

The Agency will provide progress billing invoices to the Department on a quarterly basis.

The Agency will complete and provide the Department with a Final Inspection and Acceptance form at the completion of the project in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). This form must be completed and accepted by the Department prior to payment of the project Final Invoice.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be approved by the FDOT prior to any construction related activity, including advertisement.

SPECIAL CONSIDERATION BY DEPARTMENT:

The Department will issue Notice to Proceed to the Agency for the design (PE) phase of this project upon execution of this agreement. The Agency may proceed with the Construction phase of the project once the Department has reviewed and approved final design plans, Specifications and Certification Clear Package and issued Notice to Proceed.

Upon receipt of an invoice, the DEPARTMENT will have sixty (60) working days to review and approve the goods and services submitted for payment.
EXHIBIT “1”

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $2,400,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.
THIS AGREEMENT, made and entered into this ______ day of __________, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and CITY OF TAMPA hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department’s participation in the design and construction activities of the Bayshore Boulevard Bicycle Path Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the “project,” and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department’s Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency’s failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds
If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $2,400,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

   a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

   b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

   c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

   d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

   "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any
contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:
The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “Audits” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT’s Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

**Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit “1” of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “1” to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Florida Department of Transportation
      Lawrence Taylor, District Special Projects/LAP Administrator
      11201 North McKinley Drive, Mail Station 7-500
      Tampa, FL  33612

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient’s audited Schedule of Expenditures of Federal Awards directly to each of the following:

   Florida Department of Transportation
   Lawrence Taylor, District Special Projects/LAP Administrator
   11201 North McKinley Drive, Mail Station 7-500
   Tampa, FL  33612

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:
Florida Department of Transportation  
Lawrence Taylor, District Special Projects/LAP Administrator  
11201 North McKinley Drive, Mall Station 7-500  
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Florida Department of Transportation  
Lawrence Taylor, District Special Projects/LAP Administrator  
11201 North McKinley Drive, Mall Station 7-500  
Tampa, FL 33612

b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Florida Department of Transportation  
Lawrence Taylor, District Special Projects/LAP Administrator  
11201 North McKinley Drive, Mail Station 7-500  
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).
5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3—"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:
8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will
require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.
The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.
13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF TAMPA

By: ________________________________
Name: Pam Iorio
Title: Mayor

Attest: ________________________________
Title: ________________________________

As to form:

______________________________
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: ________________________________
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: ________________________________
Title: ________________________________

As to form:

______________________________
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.
RESOLUTION NO. 2007-181

A RESOLUTION OF THE CITY OF TAMPA DESIGNATING A BROWNFIELD AREA WITHIN THE CITY OF TAMPA, FLORIDA, UPON APPLICATION FROM THE WESTSHORE COMMUNITY DEVELOPMENT CORPORATION AND HILLSBOROUGH COUNTY FOR PROPERTY GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH CLARK AVENUE AND WEST SPRUCE STREET, SOUTH OF 4102 WEST SPRUCE STREET AND IN THE GENERAL VICINITY OF 1522 NORTH CLARK AVENUE CONSISTING OF APPROXIMATELY 3.7 ACRES FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, at Sections 376.77 - 376.85, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of existing commercial and industrial sites; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the brownfield area must by resolution notify the State Department of Environmental Protection of its decision to designate a brownfield area for rehabilitation; and

WHEREAS, a local government shall designate a brownfield area under the provisions of the Brownfields Redevelopment Act provided that:

(1) a person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

(2) The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site, which are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and which are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment agreement required under paragraph (5)(i). However, the job-creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004(3) or the creation of recreational areas, conservation areas, or parks;
(3) The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

(4) Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be made in a newspaper of general circulation in the area, at least sixteen square inches in size, and the notice must be posted in the affected area;

(5) The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan; and

WHEREAS, the City of Tampa, having conducted public hearings on the application, have determined that the above sited conditions have been satisfied; and

WHEREAS, the City of Tampa has considered:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

3. Whether the area has potential to interest the private sector in participating in rehabilitation; and

4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and
NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The City Council for the City of Tampa, upon application of
the Westshore Community Development Corporation and Hillsborough County,
hereby designates the property generally located southwest of the intersection of
North Clark Avenue and West Spruce Street, south of 4102 West Spruce Street
and in the general vicinity of 1522 North Clark Avenue consisting of and
described with more particularly in the legal description attached hereto as
Exhibit "A" and as depicted by the map attached hereto as Exhibit "B," as a
brownfield area for rehabilitation for the purposes of Sections 376.77 – 376.85,
Florida Statutes.

Section 2. The proper officers and employees of the City of Tampa are
hereby authorized to do all things necessary and proper to make effective the
provisions of this Resolution, which shall take effective immediately upon its
adoption.

Section 3. This Resolution shall take effect immediately upon its
adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
TAMPA, FLORIDA, ON NOV 08 2007

ATTEST:

[Signatures]

CITY CLERK/DEPUTY CITY CLERK
CHAIRMAN/CHAIRMAN PRO-TEM,
CITY COUNCIL

Approved as to legal sufficiency by:
Catherine Ginster, Assistant City Attorney
That part of following described property:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 N.90°00'00"E. (assumed bearing per boundary survey), a distance of 331.33 feet; thence S.00°18'45"W., a distance of 50.00 feet to the POINT OF BEGINNING and the Southerly right of way line of West Spruce Street; thence N.90°00'00"E. along said line 50.00 feet South of and parallel to said North boundary of the Northeast 1/4 of the Southwest 1/4, a distance of 457.24 feet to the Westerly right of way line of North Clark Avenue; thence along said right of way line S.00°22'00"W., a distance of 571.01 feet; thence S.89°58'30"W., a distance of 456.70 feet; thence N.00°18'45"E., a distance of 571.21 feet to the POINT OF BEGINNING.

Being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 N.90°00'00"E. (assumed bearing per boundary survey), a distance of 331.33 feet; thence S.00°18'45"W., a distance of 50.00 feet to the POINT OF BEGINNING and the Southerly right of way line of West Spruce Street; thence N.90°00'00"E. along said line 50.00 feet South of and parallel to said North boundary of the Northeast 1/4 of the Southwest 1/4, a distance of 50.00 feet; thence S.00°22'00"W., a distance of 198.21 feet; thence S.90°00'00"E., a distance of 328.59 feet; thence N.00°18'45"E., a distance of 50.00 feet; thence N.00°22'00"E., a distance of 30.00 feet; thence S.90°00'00"E., a distance of 28.46 feet to the Westerly right of way line of North Clark Avenue; thence along said Westerly right of way line S.00°22'00"W., a distance of 119.07 feet; thence leaving said Westerly right of way line N.89°38'00"W., a distance of 80.00 feet; thence S.00°22'00"W., a distance of 152.00 feet; thence S.89°38'00"E., a distance of 80.00 feet to said Westerly right of way line of North Clark Avenue; thence along said Westerly right of way line S.00°22'00"W., a distance of 20.00 feet; thence leaving said Westerly right of way line N.89°38'00"W., a distance of 80.00 feet; thence S.00°22'00"W., a distance of 140.50 feet; thence S.89°58'30"W., a distance of 376.70 feet; thence N.00°18'45"E., a distance of 571.21 feet to the POINT OF BEGINNING.

Containing 3.7 ac. M.O.L.

This Legal description Prepared By:
Surveying and Mapping Services Section
County Survey Division
Real Estate Department

Richard G. Crate, P.S. & M. #4232
In-House Project No. S07-0085

The Description is not complete without the accompanying sketch sheets __1__ through __1__.
This application must be completed to request designation from the City of Tampa as a Brownfields site. It is important to complete all applicable sections and attach all requested information. Notice of the proposed rehabilitation of the Brownfield area must be provided to neighbors and nearby residents and must be posted in the affected area (s.376.80) (it will be the applicant's responsibility to pay for all legal and public notice requirements associated with this activity). It is recommended that the applicant schedule a Brownfields Preapplication Meeting before submitting this package to the City. The applicant is reminded that upon approval of this application, a Brownfield Site Rehabilitation Agreement with the FDEP will be required (s.376.80(5)). If you have any questions concerning the completion of this application package or wish to schedule a preapplication meeting, please call (813) 348-1094.

* Please submit an original and twelve copies of the application and supporting documentation.

**PROPERTY INFORMATION**

Property Name: **Westshore Landings One**

Address: **(South of) 4102 W Spruce Street**

City: **Tampa, FL 33607**

Property Size (acres/square feet): approx. 3.7 acres/159,966 square feet

Folio Number: **(Portion of) 110985-0000**

Attach property location map and legal description

See legal description, aerial photo and map attached on Exhibit A.
PROPERTY DESCRIPTION

Briefly describe property (vacant, unoccupied, etc.,) Include photo if appropriate:

Zoning: RS-50 (Seeking PD zoning with division of the property)

Future Land Use Designation: RMU-100

Is property located with one or more of the following? (Check all that apply)

_______ EPA Brownfields Pilot Project Area
_______ Community Redevelopment Area
_______ State Enterprise Zone/Federal Enterprise Community
_______ Community Development Block Grant Target Area

Located within one-half mile of an existing major street?  ✓ Yes  □ No

Public Street Access:  ✓ Yes  □ No

Existing public water and sewer distribution lines?  ✓ Yes  □ No

Outside flood plain area?  □ Yes  □ No Small western portion in Zone A, remainder in Zone X, according to Hillsborough County Flood Map, attached as Exhibit B.

Are there monitoring wells or private water supply well on site?  □ Yes  ✓ No

If yes, what are their type and use?  ________________________________

Describe all outstanding property taxes due on the property:

Property presently owned by Hillsborough County, no taxes due.
APPLICANT INFORMATION

Name: Mr. Ron Rotella, Westshore Community Development Corporation
Address: 3109 W. Dr. Martin Luther King, Jr. Boulevard, Suite 140
City: Tampa, FL 33607
Phone: 813-289-5488 Fax: 813-289-6727
E-mail: Rotella@westshorealliance.org

Interest in property: Applicant and the property owner/co-applicant (Hillsborough County) have signed a contract pursuant to which the property will be conveyed to Applicant for the development of workforce housing.

CURRENT PROPERTY OWNER & CO-APPLICANT

Name: Hillsborough County
Attn. Mr. Michael Kelly, Director of Real Estate
Address: 601 E. Kennedy Blvd.
City: Tampa, FL 33602
Phone: 813-272-5750 Fax: 813-272-5248

Legal status of current property owner(s):

_____ Individual/Sole Proprietorship _____ General Partnership _____ State
_____ Limited Liability _____ Limited Partnership _____ State
✓ Florida Local Government
_____ Out of State Corporation State of Incorporation ____________________
ENVIRONMENTAL STATUS

Provide a comprehensive description of the nature and geographical extent of contamination by hazardous substances and/or pollutants, if known (use additional pages if necessary):

The proposed site lies within the Historical Landfill #34 at the southeast corner of the intersection of Spruce Street and Lois Avenue. The landfill extends east to Grady Avenue and south to Laurel Street. Clark Avenue runs north-south through the middle of the Landfill. Historical Landfill #34 occupied approximately 40 acres. The proposed brownfield site is approximately 3.7 acres lying in the north-central portion of the former Landfill south of the County's Adult Day Care Facility. See Exhibit A for property location.

The western portion of Landfill #34, with the exception of the very southwest corner, is vacant land. Residences and a detention pond are located at the southwest corner. The southeast corner is also vacant, and is utilized as a City beautification area. A Hillsborough County work-release facility formerly occupied the north-central part of the Landfill. A portion of this former jail site north of the subject site has been developed for an Adult Day Care facility; the balance of the former jail site parcel is the subject of this proposed brownfield designation. The remainder of the Historical Landfill #34 property (east of the subject site) is occupied by City of Tampa facilities, including buildings for the fleet maintenance and solid waste.

According to Florida Land Design & Engineering, Inc. (1984), Landfill #34 received both trash and garbage until 1950. Borings and test pits conducted by consultants since that time on various portions of the landfill have identified between 2 - 8 feet of fill containing debris.

Provide a comprehensive description of any previous or current onsite remedial actions (use additional pages if necessary):

Historical assessment activities have been conducted on Historical Landfill #34 in the immediate vicinity of the subject property, and to a lesser extent on the subject property. Landfill debris was removed from the parcel immediately north of the subject site in connection with development of the Adult Day Care Facility. No debris removal activities have been conducted on the subject property to date.

If remedial action is necessary, will you agree to enter into a Brownfields Site Rehabilitation Agreement with the Florida Department of Environmental Protection (FDEP) or authorized designee)?

✓ Yes ______ No

Attach I and/or Phase I Environmental Reports for the site, if available.
DEVELOPMENT PLAN

Provide a general description of the proposed redevelopment plans for the site. Be sure to address the five (5) key Brownfields Redevelopment points as outlined in State of Florida Brownfields regulations (s.376.80(2)(b)). Attach additional sheets as necessary to complete your response.

Be sure to attach further illustrative or graphical information, as appropriate.

The Westshore Community Development Corporation proposes to remediate and redevelop the property into affordable workforce housing as defined in Section 420.0004(3), Florida Statutes, using a community land trust ownership structure and therefore will meet the following requirements of Fla. Stat. Section 376.80(2)(b):

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

Hillsborough County presently owns the property and is a co-applicant to this application. The County has agreed to the request for this designation, and has agreed to transfer the property to the Westshore Community Development Corporation for the purposes of rehabilitation and redevelopment for workforce housing. The Westshore Community Development Corporation is complying in good faith with the terms of Environmental Protection Commission local pollution control program and will coordinate remedial efforts with the Florida Department of Environmental Protection.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site which are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and which are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment agreement required under paragraph (5)(i). However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004(3) or the creation of recreational areas, conservation areas, or parks;

The proposed property is currently idle and underutilized as a result of the presence of City of Tampa Old Landfill #34. Through participation in the Brownfield Program, the Westshore Community Development Corporation will provide affordable housing as defined in Section 420.0004(3), Florida Statutes.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

The redevelopment of the proposed brownfield site, after the completion of a companion rezoning request, will be consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be made in a newspaper of general circulation in the area, at least 16 square inches in size, and the notice must be posted in the affected area; and

Notice of the proposed rehabilitation of the brownfield area will be provided to neighbors and nearby residents of the proposed area to be designated, and the Westshore Community Development Corporation will afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.

The Westshore Community Development Corporation has received a grant from the Florida Housing Finance Corp. in the amount of $4 million towards the development of affordable workforce housing on the site, and has assisted the Hillsborough County EPC and Hillsborough County with grant applications from the U.S. Environmental Protection Agency to assist with the site assessment and cleanup. In addition, by virtue of the brownfield designation in combination with the planned construction of affordable housing, there will be state tax credits resulting from solid waste removal and other site rehabilitation activities used to further this project.

Applicant is reminded that the proposed site development is subject to final approval by City staff and must be in compliance with all applicable City codes and regulations in effect at the time of permitting.

SERVICES TO BE PROVIDED BY CITY OF TAMPA

Have you had a Brownfield Preapplication Meeting?  ✔ Yes  ______ No
(It is required that all applicants have a preapplication meeting with City staff. Please call (813)348-1094 to schedule).

In order to better assist you, please check the type of designation you are requesting the type of assistance/incentives (check all that apply) you are seeking through this designation.

Type of Designation: _______ Area (multiple parcels) _______ Site (single parcel)

Type of Assistance/Incentives Requested:

✓ Regulatory Assistance (aid for meeting government agency permitting requirements)

✓ Technical Assistance (aid in obtaining grants, loans, etc.)

✓ Grants (gap financing for Brownfields remediation)

✓ Loans (remediation loan funds)

✓ Tax Credits/Exemptions due to Brownfields site designation

✓ Job Creation Credits due to Brownfields site designation

✓ Job Training Grants due to Brownfields site designation

What are your goals with respect to this property (i.e. Sale, redevelopment, business expansion, etc.):

The property will be redeveloped into workforce housing for the Westshore Community using a community land trust model to maintain the property as affordable housing. This is the first time such a model has been used in Tampa and Hillsborough County and is an exciting development that takes a concrete step towards providing obtainable quality housing for vital members of our community.
The applicant is reminded that the contents of this application shall be considered a public record of the City.

The undersigned affirms that the information contained in this application is true and accurate.

Westshore Community Development Corporation, a Florida not for profit corporation

By: ____________________________
Petitioner/Authorized Agent

Sworn to and subscribed this 12th day of April 2007.

Notary Public
My Commission Expires:

Hillsborough County, a political subdivision of the State of Florida

By: ____________________________
Petitioner/Authorized Agent

Sworn to and subscribed this 10th day of April 2007.

Notary Public
My Commission Expires:

For City use only:

Application received by: ____________________________ Date: ____________________________

City Council date for designation of site as a Brownfields site: ____________________________

Certification by Land Development Coordination Division
1. Application deemed complete ______
2. Legal Description is correct & complete ______ Approved by ______, Right-of-Way Sec., Date ______
3. Application is correct & complete ______ Requested zoning complies w/Land Use Plan Designation ______
4. Site Plan meets minimum requirements ______ Certified by ______ (Zoning Analyst) Date ______.
Exhibit A

Legal description, aerial photo and location map
That part of following described property:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 N.90°00'00"E. (assumed bearing per boundary survey), a distance of 331.33 feet; thence S.00°18'45"W., a distance of 50.00 feet to the POINT OF BEGINNING and the Southerly right of way line of West Spruce Street; thence N.90°00'00"E. along said line 50.00 feet South of and parallel to said North boundary of the Northeast 1/4 of the Southwest 1/4, a distance of 457.24 feet to the Westerly right of way line of North Clark Avenue; thence along said right of way line S.00°22'00"W., a distance of 571.01 feet; thence S.89°58'30"W., a distance of 456.70 feet; thence N.00°18'45"E., a distance of 571.21 feet to the POINT OF BEGINNING.

Containing 3.7 ac. M.O.L.

This Legal description Prepared By:
Surveying and Mapping Services Section
County Survey Division
Real Estate Department

Richard G. Crate, P.S. & M. #4232
In-House Project No. S07-0085

The Description is not complete without the accompanying sketch sheets ___1___ through ___1___.

Schedule "A"
Exhibit B

Hillsborough County Flood Map
Base Flood Elevation (BFE) is the height above sea level, in feet, that water is expected to rise to during the high-risk storm event at that location. Base flood elevations are in the datum of NAVD 88.

The parcel is partially or totally within the following flood zones:

Old (Existing) Flood Zone Designation: Zone: X, Zone A
New (Proposed/Preliminary) Flood Zone Designation: Zone: A, X

Zones A, AE, V and VE designate areas of high flood risk.
Zone X (areas with no hatching on the map) indicates low to moderate flood risk.

Please note: this search feature will display results only for the address that was entered. Adjacent property may not necessarily have the same flood zones. To look up the flood zones for a different property close this window and return to the address input page.

Click this link for a description of FEMA flood zone definitions (ex. A, AE, VE, X)
September 13, 2007

Daniel M. Fahey
City of Tampa
Office of Environmental Coordination
4010 W. Spruce Street
Tampa, Florida 33607

RE:  Westshore Landings One – Brownfields Application

Dear Dan,

The purpose of this letter is to serve as an addendum to the above listed application for Brownfields Designation. Since the application was submitted, two events have occurred that have a direct impact on the application. The events are:

1. A public meeting was held on July 16, 2007 at the Hillsborough County Westshore Senior Center located at 4102 W. Spruce Street. At this meeting the project and the Brownfields Designation process were discussed and questions from interested citizens were answered.

2. The property proposed for Brownfields Designation was rezoned by the Tampa City Council at its public hearings of August 23, 2007 and September 6, 2007. The zoning of the property is now PD consistent with the development plan outlined in the previously submitted Brownfields Designation application. (See attached)

Thank you for your assistance with this process and I look forward to seeing the results of the staff review of the Brownfields Designation application. Please let me know as soon as possible when we can schedule the public hearing on this application.

Sincerely,

Ron Rotella
Westshore Community Development Corporation

CC: Mike Kelly, Director of Real Estate, Hillsborough County, Florida
ORDINANCE NO. 2007-188

AN ORDINANCE REZONING PROPERTY IN THE GENERAL VICINITY OF 1522 NORTH CLARK AVENUE, IN THE CITY OF TAMPA, FLORIDA, AND MORE PARTICULARLY DESCRIBED IN SECTION 1, FROM ZONING DISTRICT CLASSIFICATION(S) RS-50 (RESIDENTIAL SINGLE-FAMILY) TO PD (PLANNED DEVELOPMENT, DWELLING, SINGLE FAMILY ATTACHED); PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing as required by law was held in City Council Chambers, Third Floor, City Hall, 315 East Kennedy Boulevard, in the City of Tampa, Florida, relating to the rezoning of the real property described in Section 1 of this ordinance under the terms and provisions of Chapter 27, City of Tampa Code.

NOW, THEREFORE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Zoning District Classification upon the following described real property, situate, lying and being in the City of Tampa, County of Hillsborough and State of Florida, more particularly described as follows:

LEGAL DESCRIPTION: (Attached hereto and made a part hereof as Exhibit A).

which is presently zoned RS-50 (residential single-family) under City of Tampa Code Chapter 27, be changed to ZONING DISTRICT CLASSIFICATION PD (planned development, dwelling, single family attached), as provided for in Chapter 27, City of Tampa Code, and that the zoning map be amended to reflect said change on the above-described legal description and all information shown thereof shall be as much a part of this ordinance as if such information set forth on said zoning map of the City of Tampa was all fully described and set out herein.

Section 2. That said Zoning District Classification is hereby amended and to be controlled by the approved, certified site development plan, a copy of which is attached hereto and by reference made a part hereof as Exhibit B.

Section 3. That approval of this rezoning shall not release the Petitioner/Owner from meeting the requirements of the City of Tampa’s Concurrency Management System Ordinance at the time of actual permitting and development of the rezoned site, if applicable.

Section 4. That the approval of said rezoning shall not release the Petitioner/Owner from meeting all other applicable sections of the City of Tampa Code, as such sections relate to the actual permitting and development of the rezoned site.
Section 5. That all ordinances in conflict herewith are repealed to the extent of any conflict.

Section 6. That if any part of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 7. That this ordinance shall take effect immediately upon becoming a law.


ATTEST:

CHAIRMAN/CHAIRMAN PRO TEM.
CITY COUNCIL

CITY CLERK/DEPUTY CITY CLERK

APPROVED by me on SEP 07 2007

PREPARED BY AND APPROVED AS TO LEGAL SUFFICIENCY:

PAM IORIO, MAYOR

E/S

JULIA MANDELL COLE
SENIOR ASSISTANT CITY ATTORNEY Z07-80
Petition to Rezone

City of Tampa
Land Development Coordination
306 East Jackson Street, 3E
Tampa, FL 33602
(813) 274-8405 or 8403
(813) 274-7206 fax

Legal Description [use separate sheet if needed] - MUST BE TYPED & DO NOT ABBREViate:

That part of following described property:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 N90°00'00"E (assumed bearing per boundary survey), a distance of 331.33 feet; thence S00°18'45"W, a distance of 50.00 feet to the POINT OF BEGINNING and the Southerly right of way line of West Spruce Street; thence N90°00'00"E along said line 50.00 feet South of and parallel to said North boundary of the Northeast 1/4 of the Southwest 1/4, a distance of 457.24 feet to the Westerly right of way line of North Clark Avenue; thence along said right of way line S00°22'00"W, a distance of 571.01 feet; thence S90°58'30"W, a distance of 456.70 feet; thence N00°18'45"E, a distance of 571.21 feet to the POINT OF BEGINNING.

Being more particularly as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Northeast 1/4 of the Southwest 1/4 N90°00'00"E (assumed bearing per boundary survey), a distance of 331.33 feet; thence S00°18'45"W, a distance of 50.00 feet to the POINT OF BEGINNING and the Southerly right of way line of West Spruce Street; thence N90°00'00"E along said line 50.00 feet South of and parallel to said North boundary of the Northeast 1/4 of the Southwest 1/4, a distance of 331.33 feet; thence S00°18'45"W, a distance of 50.00 feet; thence N90°00'00"E, a distance of 50.00 feet; thence N00°22'00"E, a distance of 50.00 feet; thence S90°58'30"W, a distance of 456.70 feet; thence N00°18'45"E, a distance of 571.21 feet to the POINT OF BEGINNING.

Containing 3.7 Acres more or less.

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

Date: 12/28/74 File No. 363-50
Atlas: By: EXHIBIT "A"
REZONING

GENERAL LOCATION: No Address

Sec. 16 - T29 S-R 18E
Atlas Sheet: McR
Scale: 1" = 400
FILE NO.: Z07-90

RIGHT OF WAY AND MAPPING
LAND DEVELOPMENT COORDINATION
GROWTH MANAGEMENT & DEVELOPMENT SERVICES
CITY OF TAMPA, FLORIDA

- REZONING AREA
RS-50 - RESIDENTIAL SINGLE FAMILY
RS-60 - RESIDENTIAL SINGLE FAMILY
RS-70 - RESIDENTIAL SINGLE FAMILY
RS-100 - RESIDENTIAL SINGLE FAMILY
RS-150 - RESIDENTIAL SINGLE FAMILY
RM-12 - RESIDENTIAL MULTI FAMILY
RM-18 - RESIDENTIAL MULTI FAMILY
RM-24 - RESIDENTIAL MULTI FAMILY
RW-35 - RESIDENTIAL MULTI FAMILY
RW-50 - RESIDENTIAL MULTI FAMILY
RW-75 - RESIDENTIAL MULTI FAMILY
RO-1 - RESIDENTIAL OFFICE
RO-2 - RESIDENTIAL OFFICE
RO-3 - OFFICE PROFESSIONAL
RO-4 - OFFICE PROFESSIONAL
CN - COMMERCIAL NEIGHBORHOOD
CG - COMMERCIAL GENERAL
CI - COMMERCIAL INTENSIVE
IT - INDUSTRIAL GENERAL
IN - INDUSTRIAL HEAVY
PD - PLANNED DEVELOPMENT
AP - AIRPORT COMPATIBILITY
CBD - CENTRAL BUSINESS DISTRICT
YD - YBOR CITY HISTORIC DISTRICT
TDD - TAMPA QUALITY DEVELOPMENT
CD - CHANNEL DISTRICT
PD - PUBLIC PARK

FROM: RS-50
TO: PD
City of Tampa
Brownfields Community Redevelopment Program

Staff Report
on the
Westshore Landings One
Application for Brownfield Area Designation

September 2007
Introduction

The City Council adopted the City of Tampa Brownfields Community Redevelopment Program by Resolution No. 2000-0855 on June 15, 2000. The program is authorized by Chapter 376.77 – 376.85, Florida Statutes, known as the “Brownfields Redevelopment Act”. The primary goals of the Act are to reduce public health and environmental hazards on existing commercial and industrial sites that are abandoned or underused due to these hazards; create financial and regulatory incentives to encourage voluntary cleanup and redevelopment of these sites; derive cleanup target levels and a process for obtaining a “No Further Action” letter using Risk-Based Corrective Action principles; and provide the opportunity for environmental equity and justice.

Chapter 376.79, FS, defines brownfield sites as “sites that are generally abandoned, idled, or underused industrial and commercial properties where expansion or redevelopment is complicated by actual or perceived environmental contamination. Chapter 376.80, FS, provides that a local government with jurisdiction over the brownfield area may decide to designate a brownfield area for rehabilitation. This designation must include a resolution by the local government body, a map and legal description identifying the parcels to be included for designation. Upon designation, the local government must notify the Florida Department of Environmental Protection (FDEP) and must identify the person responsible for site rehabilitation.

The designation of a brownfield area and the identification of a person responsible for the site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with FDEP or approved local pollution control program. The responsible party can negotiate the necessary cleanup under the “risk-based corrective action principles” which facilitates the cleanup process and may reduce the level of remediation required.

Sites that are designated as brownfields may also be eligible for state and federal incentives including the “brownfield redevelopment bonus” under the State of Florida Qualified Target Industry Program, a voluntary cleanup tax credit, refund of state sales and use tax on building materials, loan guarantee for cleanup costs, and participation in various other programs.

Brownfield areas not investigated and remediated, if necessary, are inefficient use of urban land; contribute to community decline; present a potential hazard to public health; and if left unaddressed, result in premature expansion and sprawl of urban development. Environmental remediation and reuse of brownfields is in the best economic, environmental and community interest of the City of Tampa. As such, it is the policy of the City of Tampa to provide assistance and incentives to public and private landowners and businesses to facilitate the owner’s environmental investigation, cleanup and reuse of contaminated urban properties as part of the City’s redevelopment and growth management strategy.
Applicant Information

A complete application for brownfield designation of the Westshore Landings One Property (former Jail West site) was submitted to the City of Tampa by the Westshore Community Development Corporation and Hillsborough County in September of 2007 (see attached application and addendum letter). The Westshore Community Development Corporation and Hillsborough County are requesting that the City of Tampa approve this proposed designation in order to utilize incentives available to designated brownfield areas to facilitate the cleanup and redevelopment of underutilized properties.

Proposed Brownfield Designation Area Information

The area proposed for Brownfield Designation is approximately 3.7 acres in size and is a portion of a larger 5.8 acre parcel. This 5.8 acre parcel, located in Tampa’s Westshore area is owned by Hillsborough County government. Formerly known as the “Jail West” site, the northern portion of this property has been redeveloped into a county Adult Day Care Facility. The area proposed for Brownfield Designation is the remaining 3.7 acre vacant portion of this 5.8 acre parcel. Westshore Community Development Corporation has entered into a Purchase Agreement dated November 1, 2006 to acquire the undeveloped portion of the parcel from Hillsborough County, remediate all environmental impacted areas and redevelop the property into affordable workforce housing. The 3.7 acre area proposed for Brownfield Designation does not currently have its own individual street address and is referenced by neighboring street intersections or addresses such as: generally located southwest of the intersection of North Clark Avenue and West Spruce Street, south of 4102 West Spruce Street and in the general vicinity of 1522 North Clark Avenue. The legal description for the 3.7 acre proposed Brownfield Designation area is included in the Brownfield Designation application as an attachment.

Environmental Issues

The area proposed for Brownfield Designation lies within the boundaries of City of Tampa Historic Landfill #34. Records indicate that Historic Landfill #34 occupied approximately 40-acres surrounding the proposed Brownfield Designation area. Prior to the redevelopment of any former landfill area in Hillsborough County, a property owner must receive a Director's Authorization Permit from the Environmental Protection Commission (EPC) of Hillsborough County. Westshore Community Development Corporation has stated that prior to remediation activities at the proposed designation site, they will comply with all requirements of an EPC Director’s Authorization Permit and a Brownfield Site Rehabilitation Agreement. These requirements will be monitored and enforced with a coordinated effort of the Environmental Protection Commission of Hillsborough County and the Florida Department of Environmental Protection.
Anticipated Redevelopment Plan

The Westshore Community Development Corporation and Hillsborough County have entered into a Property Transfer Agreement for the area proposed for Brownfield Designation to Westshore Community Development Corporation prior to remediating and developing the site. The development plans include the construction of approximately 57 affordable work-force housing units.

Applicant Compliance with Brownfield Designation Criteria

The Brownfields Redevelopment Act sets forth the process and criteria by which a local government shall designate a brownfield area. This section will outline each criterion and describe how the applicant meets or fails to meet the criteria.

- Chapter 376.80(2)(a) provides that in determining the areas to be designated, the local government must consider certain issues. The following are the issues to be considered and City staff's findings concerning these issues:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

   The area proposed for Brownfield Designation is an undeveloped, environmentally impacted property that warrants economic development.

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

   The proposed area to be designated is part of a single parcel that is approximately 3.7 acres in size. This proposed designation area is not overly large in geographic coverage.

3. Whether the area has potential to interest the private sector in participating in rehabilitation;

   Westshore Community Development Corporation, a private Florida not-for-profit corporation is the single entity that will acquire, remediate and redevelop the proposed Brownfield Designation area.
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural or historical preservation purposes.

All of the proposed 3.7-acre property that is proposed for Brownfield Designation will be utilized for the affordable housing units. None of the proposed area will be used for recreational open space, cultural or historic preservation purposes.

- Chapter 376.80(2)(b) states that a local government shall designate a brownfield area under the certain provisions of the act. The following are the required provisions and staff's findings concerning compliance with the provision:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

   Westshore Community Development Corporation and Hillsborough County have submitted the request to the City of Tampa for the Brownfield Designation. Hillsborough County is the current property owner and Westshore Community Development Corporation has agreed to rehabilitate and redevelop the proposed site. The Westshore Community Development Corporation will acquire the proper remediation permits and address all environmental impacts under the oversight of County and State environmental regulatory agencies following the proposed Brownfield Designation.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site which are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and which are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment agreement required under paragraph (5)(i). However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004(3) or the creation of recreational areas, conservation areas, or parks;

   The development plan submitted by the Westshore Community Development Corporation identifies the construction of approximately 57 affordable housing units. As such, job creation is not required.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

City staff has reviewed the attached application and has determined that the proposed development project is in conformance with Tampa's Comprehensive Plan and is a permittable use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be made in a newspaper of general circulation in the area, at least 16 square inches in size, and the notice must be posted in the affected area;

The Westshore Community Development Corporation and Hillsborough County will meet all of the requirements of the Florida Brownfields Redevelopment Act regarding public notification and public meetings. A public meeting was advertised, posted and held on July 16, 2007 in the vicinity of the proposed Brownfield Designation. A transcript of this meeting was submitted to the City, a copy of which is on file at the City of Tampa Office of Environmental Coordination. A City staff member attended this public meeting. Additionally, two public hearings will be scheduled before City Council that will afford the neighbors and nearby residents the opportunity to comment on the proposed Brownfield Designation area. Both public hearings will be advertised and posted as required by state law.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan.

The Westshore Community Development Corporation has requested $725K from Hillsborough County from the County's EPA Brownfield Cleanup Revolving Loan Fund. These funds will be used to address all adverse environmental impacts identified at the proposed Brownfield Designation site. Additionally, the Westshore Community Development Corporation has received a grant from the Florida Housing Finance Corporation in the amount of $4 million towards the development and construction of affordable housing units on the site. The applicant has provided reasonable assurance that they have sufficient financial resources to implement and complete the rehabilitation and redevelopment plan.
Recommendation

The details of this proposed Brownfield Area Designation have been reviewed by staff of the City of Tampa Legal Department, Business and Housing Development Department and the Office of Environmental Coordination.

All of the issues and requirements that are specified in Florida State Statutes, known as the "Brownfields Redevelopment Act" have been identified and addressed. In an effort to encourage and facilitate environmental cleanup and redevelopment of Westshore Landings One Property, City staff recommends adoption of the resolution to designate the property identified as a Brownfield Area.
RESOLUTION NO. 2007-2182

A RESOLUTION MAKING CERTAIN CHANGES IN THE BUDGET OF THE CITY OF TAMPA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2008; APPROVING THE APPROPRIATION OF $5,355,081 WITHIN THE STREETCAR ADMINISTRATION FUND FOR FY08 OPERATION OF THE TAMPA HISTORIC STREETCAR LINE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional revenue in the Streetcar Administration Fund in the sum of $5,355,081 is available for appropriation into certain accounts within said Fund for the fiscal year ending September 30, 2008, and such appropriation is for a necessary municipal purpose;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The appropriation of the sum of $5,355,081 not previously appropriated in the Streetcar Administration Fund to certain accounts within said Fund, as set forth below, is hereby approved.

STREETCAR ADMINISTRATION FUND

Anticipated Revenue:
A/C:ND0164101-337401  HARTLine-FDOT  $ 200,000
ND0164101-337402  HARTLine-Block Grant  1,000,000
ND0164101-337405  Surface Transportation Program  1,400,000
ND0164101-337406  Fixed Guideway Funds  130,690
ND0164101-319101  City TIF Contribution  150,000
ND0164101-344400  Farebox Revenues  653,500
ND0164101-344401  Sponsored Fares  13,000
ND0164101-361110  Interest  10,000
ND0164101-319490  Non Ad Valorem Assessment  521,162
ND0164101-344402  Advertising Revenues  14,200
ND0164101-366106  Endowment  1,112,528
ND0164101-389402  Advertising In Kind Contributions  1
ND0164101-337403  Port Authority Contribution  150,000

$ 5,355,081

Appropriated In:
A/C:ND0164102-03101  THS Board Expense – Legal  $ 68,000
ND0164102-03200  THS Board Expense – Audit  9,000
ND0164102-03401  THS Board Expense – Revenue Development  25,000
ND0164102-04103  THS Board Expense – Postage  250
ND0164102-04500  THS Board Expense – Insurance  4,400
ND0164102-04800  THS Board Expense – Advertising In Kind  1
ND0164102-04802  THS Board Expense – Ridership Development  25,000
ND0164102-05400  THS Board Expense – Dues & Sub  250
ND0164103-03101  THS Board Operations – CSX Contract  381,696
ND0164103-08100  THS Board Operations – Sponsored Fares  25,000
ND0164103-08998  THS Board Operations – HARTLine Repairs  300,000

R2 2008-2
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Section 2. Ratifies the Capital Budget as approved by the Tampa Historic Streetcar, Inc. attached as Exhibit "A." If it is determined that CRA dollars can be used for operations it will be recognized as unanticipated revenue. This, in turn, will provide for a like reduction in needed endowment funding.

Section 3. The changes in the Budget of the City of Tampa for the fiscal year ending September 30, 2008, as herein authorized, shall take effect immediately upon the adoption of this Resolution by the City Council and the approval thereof by the Mayor.

Section 4. The proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on **NOV 08 2007**

ATTEST:

APPROVED as to legal sufficiency:

CHIEF ASSISTANT CITY ATTORNEY

PAM IORIO, MAYOR
### TAMPA HISTORIC STREETCAR, INC.
#### BUDGET FOR FY 2008

*"Exhibit A"

#### REVENUES

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#### EXPENSES - BOARD

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<td>9,277</td>
<td>7,354</td>
<td>17,160</td>
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<tr>
<td>26 OTHER</td>
<td>500</td>
<td>1,000</td>
<td>414</td>
<td>1,262</td>
<td>474</td>
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<tr>
<td><strong>TOTAL BOARD EXPENSES</strong></td>
<td><strong>131,901</strong></td>
<td><strong>140,760</strong></td>
<td><strong>86,797</strong></td>
<td><strong>97,472</strong></td>
<td><strong>82,349</strong></td>
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#### EXPENSES - OPERATING

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<tbody>
<tr>
<td>30 INSURANCE/CSX</td>
<td>381,696</td>
<td>369,000</td>
<td>369,000</td>
<td>583,527</td>
<td>874,125</td>
</tr>
<tr>
<td>31 EXTRA SERVICE</td>
<td>25,000</td>
<td>25,000</td>
<td>15,270</td>
<td>28,976</td>
<td>9,362</td>
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<tr>
<td>32 HARTline</td>
<td>2,060,794</td>
<td>1,904,680</td>
<td>1,596,630</td>
<td>1,515,226</td>
<td>1,420,287</td>
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<tr>
<td>33 HARTline-FDOT/FTA</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
<td>200,000</td>
<td>200,000</td>
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<tr>
<td>34 BREEZER MAINTENANCE</td>
<td>25,000</td>
<td>-</td>
<td>22,500</td>
<td>67,112</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td><strong>2,792,490</strong></td>
<td><strong>2,598,680</strong></td>
<td><strong>2,303,400</strong></td>
<td><strong>2,394,841</strong></td>
<td><strong>2,503,754</strong></td>
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</tbody>
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#### TOTAL EXPENSES

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<tbody>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>2,924,391</strong></td>
<td><strong>2,739,440</strong></td>
<td><strong>2,390,197</strong></td>
<td><strong>2,492,313</strong></td>
<td><strong>2,586,103</strong></td>
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#### REVENUES LESS EXPENSES

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<tbody>
<tr>
<td><strong>REVENUES LESS EXPENSES</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ 37,033</strong></td>
<td><strong>$ (20,711)</strong></td>
<td><strong>$ (717,408)</strong></td>
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#### CAPITAL CONTRIBUTIONS:

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<tbody>
<tr>
<td>44 CMAQ</td>
<td>$900,000</td>
<td>$1,000,000</td>
<td></td>
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<tr>
<td>45 FEDERAL S. 5307</td>
<td>130,690</td>
<td>130,690</td>
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<tr>
<td>46 STP</td>
<td>1,400,000</td>
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<tr>
<td>47 TOTAL CAPITAL CONTRIBUTIONS</td>
<td><strong>2,430,690</strong></td>
<td><strong>1,280,690</strong></td>
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#### CAPITAL EXPENDITURES:

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<tbody>
<tr>
<td>50 STREETCAR EXTENSION PHASE IIA</td>
<td>2,300,000</td>
<td>1,000,000</td>
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<tr>
<td>51 FIXED GUIDEWAY MODERNIZATION</td>
<td>130,690</td>
<td>130,690</td>
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<tr>
<td>52 TOTAL CAPITAL EXPENDITURES</td>
<td><strong>2,430,690</strong></td>
<td><strong>1,130,690</strong></td>
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#### NET CAPITAL

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<tbody>
<tr>
<td><strong>NET CAPITAL</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ 150,000</strong></td>
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</table>
MEMORANDUM

To: Bonnie Wise, City of Tampa Revenue and Finance Director
   Steve Roberts, HART Interim Executive Director
CC: David Mechanik, Tampa Historic Streetcar, Inc. President
   Lee Huffstutler, Chief Accountant
From: Lee Huffstutler, Chief Accountant
Re: Tampa Historic Streetcar, Inc. Budget 2008
Date: September 20, 2007

Per Article IV, Section 3 of the Streetcar Tri-party Agreement dated December 17, 2001, the Tampa Historic Streetcar, Inc. shall prepare and provide to the CITY and HART a proposed annual capital and operational budget and an updated ten-year endowment and operations financial projections table. The capital and operational budget is attached. The ten-year endowment and operations financial projections table will be distributed later under separate cover. These shall be submitted to the City Council and HART Board for their review and approval.

At their September 19, 2007, meeting, the THS Board adopted the attached 2008 budget which provides the following information:

- Column A shows the THS adopted budget proposal for 2008
- Column B shows the THS adopted budget for 2007
- Columns C, D, and E show the actual results for fiscal years 2006, 2005, and 2004 respectively

**BUDGET 2008** – The figures were derived under the following assumptions:

- Figures on lines 1, 2, 4, 32, 33 and 44-51 were taken from the HART budget (attached) which was adopted by the THS Board at their September 19, 2007 meeting.
- The figure on line 32 was decreased from its original HART budget estimate by $74,786 to reflect a reduction in service hours provided by HART.
- Lines 3 and 10 reflect the contributions from the City’s 3 CRA’s and the Port Authority which the Streetcar services.
- Figures in lines 8 and 9 illustrate the application of endowment fund earnings and corpus to the operations of the Streetcar.
- Line 13 reflects 100% of the Streetcar special assessment derived from Property Appraiser records.
- Line 18 reflects the additional legal costs ($50,000) to review the current special assessment structure and potential alternatives.
- Line 30 reflects a 3% increase in insurance costs over 2007.
- Lines 7 and 25 serve as placeholders for non-cash/in-kind activities.
- Other lines reflect minor adjustments based on 2007 expected results.
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- Lines 3 and 10 reflect the contributions from the City’s 3 CRA’s and the Port Authority which the Streetcar services.
- Figures in lines 8 and 9 illustrate the application of endowment fund earnings and corpus to the operations of the Streetcar.
- Line 13 reflects 100% of the Streetcar special assessment derived from Property Appraiser records.
- Line 18 reflects the additional legal costs ($50,000) to review the current special assessment structure and potential alternatives.
- Line 30 reflects a 3% increase in insurance costs over 2007.
- Lines 7 and 25 serve as placeholders for non-cash/in-kind activities.
- Other lines reflect minor adjustments based on 2007 expected results.
RESOLUTION NO. 2007-183

A RESOLUTION APPROVING THE APPOINTMENT OF BETH LEVIN EISENFELD BY THE CITY COUNCIL OF THE CITY OF TAMPA, AS A MEMBER OF THE ARCHITECTURAL REVIEW COMMISSION, TO FILL A VACANT POSITION, FOR A TERM COMMENCING NOVEMBER 1, 2007, AND ENDING SEPTEMBER 20, 2009; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority contained in Ordinance No. 2003-66, passed and ordained by the City Council of the City of Tampa on March 20, 2003, City Council is authorized to appoint certain members to the Architectural Review Commission; and,

WHEREAS, the City Council of the City of Tampa has appointed Beth Levin Eisenfeld, who has demonstrated experience in landscape architecture and urban design, as a member of the Architectural Review Commission, to fill a vacant position.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the appointment by the City Council of the City of Tampa of Beth Levin Eisenfeld, who has demonstrated experience in landscape architecture and urban design, as a member of the Architectural Review Commission, to fill a vacant position, for a term commencing November 1, 2007, and ending on September 20, 2009.

Section 2. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON NOV 08 2007.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN/CHAIRMAN PRO-TEM

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S

REBECCA M. KERT
ASSISTANT CITY ATTORNEY
A RESOLUTION APPROVING THE APPOINTMENT BY THE CITY COUNCIL OF THE CITY OF TAMPA OF SARA ROMEO, AS A MEMBER OF THE ARCHITECTURAL REVIEW COMMISSION, NORTHWEST QUADRANT, FOR A THREE YEAR TERM COMMENCING SEPTEMBER 21, 2006, AND ENDING SEPTEMBER 20, 2009; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority contained in Ordinance No. 2003-66, passed and ordained by the City Council of the City of Tampa on March 20, 2003, City Council is authorized to appoint certain members to the Architectural Review Commission; and,

WHEREAS, the City Council of the City of Tampa has appointed Sara Romeo, as a member of the Architectural Review Commission, Northwest Quadrant, for a three (3) year term commencing September 21, 2006 and ending September 20, 2009.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the appointment by the City Council of the City of Tampa of Sara Romeo, as a member of the Architectural Review Commission, Northwest Quadrant, for a three (3) year term commencing September 21, 2006 and ending September 20, 2009, be and the same is hereby approved.

Section 2. That this Resolution shall take effect immediately upon its adoption.


ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN/CHAIRMAN PRO-TEM

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

E/S

REBECCA M. KERT
ASSISTANT CITY ATTORNEY

& 2006-16
RESOLUTION NO. 2007-184

A RESOLUTION APPOINTING LUCINDA UTTER AS A MEMBER OF THE VARIANCE REVIEW BOARD FOR A FOUR (4) YEAR TERM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Tampa Code of Ordinances Chapter 17.5-71 et seq (“City Code”) provides for the establishment of the Variance Review Board of the City of Tampa (“VRB”);

WHEREAS, the VRB is composed of 7 members and 2 alternates: Four (4) members and one (1) alternate appointed by the Mayor; and, three (3) members and one (1) alternate appointed by City Council;

WHEREAS, Lucinda Utter, a resident of the City of Tampa, possesses the requisite experience to serve on the VRB and desires to serve on said Board and all other requirements of law having been met.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That City Council hereby confirms the appointment of Lucinda Utter to the VRB as a Neighborhood/Civic Representative, for a four (4) year term, this being her first full term commencing on November 1, 2007 and ending on October 31, 2011.

Section 2. That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, NUNC PRO TUNC NOVEMBER 1, 2007, ON 08 NOV 07.

ATTEST:

CITY COUNCIL:

PREPARED BY:

SALVATORE TERRITO
CHIEF ASSISTANT CITY ATTORNEY

E 2007-10