

AGENDA
BRADENTON COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
8:30 a.m. Thursday, September 28, 2023
COUNCIL CHAMBERS

REVISED AGENDA

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the Community Redevelopment Agency of the City of Bradenton. Comments will be accepted on the public hearings at the appropriate time.

4. CONSENT AGENDA

- a) [Community Redevelopment Agency: Community Redevelopment Agency: 08-24-23 CRA Meeting Minutes 08-24-2023_CRA_Meeting_Minutes_Final.pdf](#)

5. ALL CRA DISTRICTS

- a) [Community Redevelopment Agency: Contract for Micro-Transit Services - Freebee Micro-Transit Contract - BeeFree LLC 2023.09.21.pdf](#)

6. BRADENTON CRA

- a) [Community Redevelopment Agency: Bradenton Redevelopment Area Master Plan Update 2023-09-12 CRA BR RESO CRP 1st Approval JWB with BW comments\(3989533.1\).pdf](#)
- b) [Community Redevelopment Agency: Downtown Replacement of Trash Receptacles and Canisters 23048382 City of Bradenton.pdf Canister Quote.pdf](#)

7. CENTRAL CRA

- a) [Community Redevelopment Agency: Central Community Redevelopment Area Master Plan Update 2023-09-25 CRA CC RESO CRP 1st Approval CM JWB with BW comments \(3989533.1\).pdf](#)

8. 14TH STREET CRA

- a) [Community Redevelopment Agency: Tamiami Trail \(14th Street\) Redevelopment Area Master Plan Update and Rename the Area 2023-09-12 CRA TT RESO CRP 1st Approval JWB with BW comments\(3989533.1\).pdf](#)

9. OTHER DISCUSSION / NEW BUSINESS

10. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE THE CRA BOARD

Please place cell phones on silent mode!

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information, should contact:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguaje no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. También, puede llamar al (941) 932-9470 o enviar correo

electrónico a ADACoordinator@cityofbradenton.com.

AT COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the CRA. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the CRA Board, they should complete a comment card available at the back of the Chamber and submit such card to the CRA Program Administrator.

At the appropriate time during the meeting, the Chair will call speakers to come forward. After being recognized by the Chair, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent.

The speaker should then proceed to state their position or present their information. An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Chair or consensus of the CRA Board.

Additional time will be allowed (up to 10 minutes at the discretion of the Chair or consensus of the CRA Board) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the Program Administrator. If you wish to display a drawing or rendering, contact Karen Kyser, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the CRA for the official record.

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COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023

SUBMITTED BY: Karen Kyser, Community Redevelopment Agency

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Community Redevelopment Agency: Community Redevelopment Agency: 08-24-23 CRA Meeting Minutes

SUGGESTED ACTION: Approval of Minutes

Is this item Quasijudicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Community Redevelopment Agency: 08-24-23 CRA Meeting Minutes

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Approve

ATTACHMENTS:

[08-24-2023_CRA_Meeting_Minutes_Final.pdf](#)

**CITY OF BRADENTON
COMMUNITY REDEVELOPMENT AGENCY MEETING**

**City Hall Council Chamber
101 Old Main Street
Bradenton, FL 34205**

**MINUTES
WEDNESDAY, AUGUST 24, 2023**

In Attendance

CRA Board – Chairman Josh Cramer, Vice Chair Marianne Barnebey, Board Member Lisa Gonzalez-Moore, Board Member Pam Coachman and Board Member Jayne Kocher

CRA Staff: - Chris Munyon, CRA Manager, Karen Kyser, CRA Program Administrator and Jean G. Farmer, CRA Public Art Coordinator

1. MEETING CALL TO ORDER – Chairman Josh Cramer

Meeting was called to order by Chairman Cramer at 8:30 a.m.

2. PLEDGE OF ALLEGIANCE

3. CITIZEN COMMENTS ON ITEMS NOT ON THE AGENDA - None.

4. CONSENT AGENDA

- a. **07-26-23 CRA Meeting Minutes**
- b. **08-09-23 CRA Meeting Minutes**

Board Member Moore made a motion to approve the Consent Agenda. Vice Chair Barnebey seconded and the motion was passed unanimously 5/0.

5. ALL CRA DISTRICTS

a. Appointment of CRA Executive Director

All board members offered their opinions, weighing strengths of the three candidates, the morale of the staff, and ultimately focusing on Dr. Jeff Burton as the most qualified candidate for the position of CRA Executive Director.

Vice Chair Barnebey made a motion to appoint Dr. Jeff Burton as the new CRA Executive Director for the reasons stated during the discussion period. Board

Member Kocher seconded and the motion passed 4/1 with Board Members Cramer, Barnebey, Kocher and Coachman for, Board Member Moore against.

Discussion followed regarding the appropriate time to discuss the contract for the position of CRA Director. It was decided that Chair Cramer would negotiate the contract with Dr. Burton and it would come before the Board for final approval.

Marissa Powers stated Dr. Burton was prepared to begin immediately and for purposes of allowing him to start immediately, the terms needed to be discussed at that meeting. Ms. Powers advised that the Board give Chair Cramer the responsibility of negotiating with Dr. Burton, however, if the Board wanted to discuss salary and other terms, an agreement can be drafted to solidify the terms and Dr. Burton can start immediately. Vice Chair Barnebey suggested going back to this topic at the end of the meeting, as other people have been waiting.

After returning to this item, Marissa Powers clarified her opinion after review and stated that, in the past, the CRA Executive Director position did not have a contract but did have negotiated terms. She added the points would be compensation and potentially a start date. Ms. Powers explained it would be beneficial for that discussion to occur at that meeting, because Dr. Burton was prepared to start immediately. After consideration, Ms. Powers advised allowing the Chair to negotiate terms and execute an agreement or term sheet. This would expedite the process. Ms. Nilsa Taylor, Administrative Services Director explained the agreement process within the City of Bradenton for other directors. Vice Chair Barnebey stated the CRA Executive Director is not a City employee and further discussion followed regarding guidelines for the position.

Vice Chair Barnebey made a motion for the CRA Board to instruct the Chairman to negotiate with Dr. Jeff Burton regarding a start date for sooner rather than later and for salary up to \$135,000 per year. Board Member Kocher seconded.

Board Member Moore stated it was her opinion that the CRA Executive Director would not report to the City Administrator but to the CRA Board. Board Member Coachman asked that it be noted for the record that the former CRA Director did some good things. The Board agreed that there was no inference to any assumption otherwise.

Following discussion, the motion for the CRA Board to instruct the Chairman to negotiate with Dr. Jeff Burton regarding a start date for sooner rather than later and for salary up to \$135,000 per year passed unanimously 5/0.

b. Freebee Local Circulator

Mr. Chris Munyon stated staff was in the process of re-engaging this on-demand service for CRA residents to receive a ride to local destinations. Mr. Munyon added they have the framework for a contract and then introduced the Freebee representative for a demonstration. Ms. Claudia Merrill, of Freebee, using visual aids, provided a high-level

overview of the Freebee services, benefits, and how they function. Ms. Merrill explained the service is customizable based specifically on the needs of the City and described the role of the drivers as ambassadors for the community who can provide information about the City, events happening, and locations within the City. They also function as a "neighborhood watch" for the area they drive every day. Freebee Vice President addressed the Board to discuss Freebee's role in the community stating they handle all of the marketing to the community so they may fully understand all of the services they can provide. Ms. Merrill explained that Freebee always begins with a 12-month program and they are 100 percent "turn key." The only cost to the City would be the hours of service as Freebee handles all other expenses.

Discussion followed regarding; age restrictions for riders, the time-frame for a contract which has been frame-worked; the estimated number of cars needed was likely three, the estimated number of hours was 48 hours for Thursday, Friday, Saturday, and Sunday but that was not fully determined, the proposed fee per vehicle for a 12-monthly period would be \$98,239 plus hours, the legality of moving outside of the CRA limits for rides in the future was a qualifiable expense, and how gratuities for the drivers are handled. Mr. Munyon stated the staff budgeted for 2 cars at 48 hours which totaled \$56,000 per vehicle. Ms. Merrill also explained that the CRA could apply for transportation grants in the future as other cities have done, along with revenue sharing for advertising that could be on the vehicles.

Vice Chair Barnebey made a motion to instruct staff to draft a contract and bring it back before the Board promptly and to include three vehicles at 56 hours for \$108,000 annually for each CRA District. Board Member Kocher seconded.

Board Member Coachman inquired how each CRA would pay for the service. Mr. Munyon stated he would review the budget for that before bringing the contract to the Board. Board Member Kocher asked Ms. Merrill if she felt the proposed hours and cost would be appropriate, Ms. Merrill confirmed and added the process takes about 60 to 90 days from contract signing to be functioning. Board Member Kocher added that there needed to be an understanding that this would accommodate Spring Training, as well. Vice Chair Barnebey suggested a survey on social media to the community to decide what hours of operation would be the most accommodating.

Following discussion, the motion to instruct staff to draft a contract and bring it back before the Board promptly and to include three vehicles at 56 hours for \$108,000 annually for each CRA District, was approved unanimously 5/0.

6. BRADENTON CRA DISTRICT

a. ArtCenter Manatee – Project Finance Agreement

Mr. Chris Munyon updated the Board on the status of a new ArtCenter Manatee after the issue was previously removed due to no lease or deed on the new area to be built on. Mr. Munyon explained there is interest in the parcel from the ArtCenter of Manatee, and

they have executed an amendment or addendum to the lease that incorporates that area. Mr. Munyon explained the changes to certain items due to timing and the closeness of the next fiscal year, and the ArtCenter time line of their demolition and building had shifted. He added that \$600,000 was allocated for the project in FY 23-24 and FY 24-25, but they will not be starting anything this fiscal year for the CRA to be able to reimburse those costs. As such, the ArtCenter requested moving the first \$200,000 to the FY 23-24 budget, so the allocation would be \$200,000 next year and \$400,000 to follow upon receipts. In addition, Mr. Munyon explained that the lease now states the project would finish at the end of the 24-25 fiscal year.

Board Member Kocher asked, in light of the changes, if the CRA is okay since this was previously approved differently and this did not seem like what the CRA was supposed to be doing going forward. Marissa Powers stated she spoke with Scott Rudacille about the agreement and those issues were not raised, so it is her understanding that, based on its use in the CRA, the CRA would not be in conflict with any of the issues.

Vice Chair Barnebey made a motion to approve the Project Finance Agreement with ArtCenter Manatee. Board Member Coachman seconded and the motion was approved unanimously 5/0.

b. Downtown Maintenance Initiative

Mr. James Mora, Clean City Coordinator, introduced the Downtown Action Team; Allison Stow and Sierra Nelson to the Board and praised their work. Mr. Mora, using visual aids, described the Phase One work being done on Barcarrota Blvd. and other areas including planting, trash can replacement, painting, trimming overgrowth, removing graffiti, replacing sprinklers, and replacing flowers. Mr. Mora also described cleaning procedures and debris removal done daily. Board Member Kocher suggested planters to go around the street lamps and also for the Downtown Merchants Association to get involved as well.

7. CENTRAL CRA DISTRICT

a. Purchase and Sale Contract – 1021 6th St. Ct. E and AS IS Residential Contract – 1021 6th St. Ct. E

Mr. Chris Munyon stated that the City has approved the CRA to go forward with the contract in conveyance of the CRA owned property at 1021 6th St. Ct. E for under fair value. He explained the next step is to approve the contract, after a few minor adjustments to the AS IS sale, and then put together a redevelopment agreement or restrictions within the deed, and he would work with the conflict attorney on that.

Nancy Meyers from Trask Daigneault, LLP, conflict attorney, outlined a change regarding the contract as it stood, and it was recommended that the paragraph "What the Seller Would be Paid" would be crossed out because that would be paid by the buyers. Ms. Myer added that some dates would also need to be changed due to time delays.

Board Member Kocher asked about the 30-day inspection period and whether the buyer was aware that, because it was a cash offer, there would be no financing contingency and the buyer would not be aware of a condition of the house that would preclude financing. Ms. Alma Colvin stated that she was aware of the financing issue and the reason for the price point. Ms. Colvin also added she has been receiving guidance from her family at every step of the process. Board Member Moore added that the ability to obtain financing when a structure is in a certain condition may relate to the Master Redevelopment Plan requiring insurance. Discussion followed regarding the age of the roof and the need to replace it. Ms. Colvin's grandmother stated that her granddaughter would not be taking out financing, because her family would be backing her, and they are aware of the condition of the house.

Board Member Coachman made a motion to approve the Purchase and Sale Contract and the AS IS Residential Contract for 1021 6th St. Ct. E with Alma Colvin and Katrina Colvin. Board Member Moore seconded and the motion was approved 4/0 with Vice Chair Barnebey out of the room.

8. 14th STREET CRA

a. 14th Street CRA District Improvements

Mr. Chris Munyon recalled previous discussions regarding improvement of the Village of the Arts property formally known as the Green Properties, including parking or a possible community garden. Mr. Munyon stated he and Kim Clayback discussed ideas for that property based on what the community indicated were their priorities. Mr. Munyon used visual aids to indicate where potential on-street parking would go. Vice Chair Barnebey stated the CRA needed a holistic plan that addresses all of the issues that they have heard from the Village, and she would like to see this property taken care of, secured, and lit, and this presentation was not that. Chair Cramer added that this parking would likely be the last part after the property being developed. Discussion followed regarding the pros and cons, including safety and liability, of using the grass space as parking now. Board Member Kocher stated this discussion is why they need to have an advisory board so that they can tell the CRA what they want, and asked that this item be tabled until there is an advisory board for the 14th Street CRA that can vet through the whole thing. Discussion followed regarding mowing the property. Ms. Karen Kyser stated that she has been working on the task of finding landscape people to come in, and they have retained Wilhelm Brothers who will work with the CRA, and mow the property. Ms. Kyser stated the City did not come in and level the property, but brush-hogged it instead.

Board Member Kocher made a motion to table the project until there was a sitting advisory board that could vet through it, and tell the CRA what the citizens want. Vice Chair Barnebey seconded.

Vice Chair Barnebey withdrew her second in order to give the new staff person time to get started.

Board Member Kocher withdrew her motion.

Discussion followed regarding parking at the property where the Met is.

c. Exterior Building and Site Enhancement Grant Request 1532 Ballard Park Drive, Bradenton, FL 34204

Ms. Karen Kyser stated Ms. Martin has done a great deal of work on the property located at 1532 Ballard Park Drive. Using visual aids, Ms. Kyser demonstrated the condition of the property currently and the improvements that Ms. Martin wanted to do, including paint, refurbish the original siding to keep the integrity of the house, install new windows, and install pavers toward the front. Ms. Martin received multiple estimates for some of the items to be improved. Mr. Kyser requested approval on a recommendation of a 50/50 matching grant so they may begin work. The total cost of the project, based on estimates that they agreed to, is \$18,185 of which 50% was \$9,092.50. Ms. Kyser stated that if the property were sold within five years, the funding would come back to the CRA.

Board Member Kocher made a motion to approve the Exterior Building and Site Enhancement Grant Request for 1532 Ballard Park Drive, Bradenton, FL 34204 for funding up to \$9,092.50. Vice Chair Barnebey seconded and the motion passed unanimously 5/0.

9. OTHER DISCUSSION / NEW BUSINESS

Chair Cramer asked for an update on the old police department substation. Mr. Munyon stated they were going to do an RFP. Public Works said they were going to do some demolition and Mr. Munyon and Ms. Kyser considered piggybacking on that. Mr. Munyon added that Public Works stated they could do that. Once a company is chosen to do the work, this property would be included. Chair Cramer requested Ms. Kyser draft a letter to Mr. McLellan requesting this to be done and put at the top of their list.

Board Member Moore asked Mr. Munyon if the CRA needs an agreement with the City for the cost of a Homeless Coordinator after the interlocal agreement was approved by the City Council for same. Mr. Munyon stated that Mr. Rudacille added language in to the agreement regarding the issue.

10. ADJOURN

Chair Cramer adjourned the meeting at 11:47 a.m.

NOTE: This is not a verbatim record

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COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Contract

AGENDA SECTION: **ALL CRA DISTRICTS**

SUBJECT: Contract for Micro-Transit Services - Freebee

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 24, 2023, Beefree LLC., gave a presentation to the CRA Board. The presentation provided the details about the micro-transit services their company provides and the costs associated with the services.

The CRA Board approved three (3) cars operating at a minimum of 56 hours per week.

The CRA Board directed staff to move forward with negotiating a contract for micro-transit services to be brought back to the CRA Board for consideration.

The attached Contract for Micro-Transit Services the scope of work, costs, operating hours, and additional negotiated terms.

FINANCIAL IMPACT:
\$108,138 per vehicle/annually. Total amount for three (3) cars operating at 56 hours a week is \$324,414 annually.

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:

Motion to approve Contract for Micro-Transit Services with Beefree, LLC.

ATTACHMENTS:

[Micro-Transit Contract - BeeFree LLC 2023.09.21.pdf](#)

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
CONTRACT FOR MICRO-TRANSIT SERVICES**

This Contract (the “Contract”) entered into by and between the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton, with principal address located at 101 Old Main Street, Bradenton, Florida 34209 (hereinafter the “CRA”) and BEEFREE, LLC, with principal address located at 371 NE 61st St, Miami, Florida 33137 (hereinafter “CONTRACTOR”). The CRA and CONTRACTOR together shall be referred to as the “Parties.”

WHEREAS, the CRA desires to retain the CONTRACTOR to perform Micro-Transit Services within the CRA, as more fully described below in the “scope of services” section below and Exhibit “A,” in the Designated Service Area described in Exhibit “B,” both of which are attached hereto and incorporated herein; and,

WHEREAS, the CRA desires to employ the CONTRACTOR for the Micro-Transit Services and other services upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing such services upon such terms and conditions; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1 – GENERAL

1. The above recitals are true and correct, and incorporated as part of this Contract.
2. CONTRACTOR shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subcontractors retained by the CONTRACTOR to perform its obligations hereunder. Subcontractors shall be reviewed and approved by the CRA prior to Notice to Proceed with their prospective work services.
3. “Micro-Transit services” means those services within the scope of the practice of providing demand responsive transit, offering flexible routing, so as to match demand (trip) and supply (driven vehicle) and extend the efficiency and accessibility of the transit service. Pick-up/drop-off stops are restricted within a geofenced area and transit can be provided either as a stop-to-stop service or curb-to-curb service.
4. The CONTRACTOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Services.
5. This Contract may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Contract shall be the date this Contract has been executed by all Parties.

6. This Contract shall be binding upon the Parties, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or otherwise transfer any of the rights or duties under this Contract, without the express written consent of the CRA, which shall not be unreasonably withheld.
7. CONTRACTOR hereby acknowledges that the person executing this Contract on behalf of CONTRACTOR has the full authority to do so and to bind CONTRACTOR to the terms hereof.
8. To the extent that any terms in the attached proposal conflict with the terms of this Contract, the terms of this Contract shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
9. This Contract may be amended or modified only in writing signed by all Parties hereto. This Contract shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.
10. Any and all notices sent pursuant to this Contract shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Jason Spiegel
Chief Executive Officer
371 NE 61st St
Miami, FL 33137

As to CRA:

Dr. Jeff Burton
CRA Executive Director
101 Old Main Street
Bradenton, FL 34205

With Copy To:

Bradley Zappala, Esq.
407 Lincoln Rd, PH SE
Miami Beach, FL 33139

Scott E. Rudacille, Esquire
City Attorney
Blalock Walters, PA
802 11th Street West
Bradenton, FL 34205

SECTION 2 – SCOPE OF SERVICES & CHANGE ORDERS

1. The CONTRACTOR shall diligently and in a professional and timely manner perform the work included in the Scope of Services described in Exhibit “A” in the Designated Service Area described in Exhibit “B,” both of which are attached hereto and incorporated herein. Unless modified in writing by the Parties hereto, duties of the CONTRACTOR shall not be construed to exceed those services specifically set forth herein.
2. The Scope of Services being provided by the CONTRACTOR shall be provided free of charge to the users of the Vehicles.
3. The Vehicles shall operate only within the Designated Service Area. There shall be no pickups or drop-offs outside of the Designated Service Area.
4. The CRA and the CONTRACTOR agree that there may be certain additional services requested to be performed by the CONTRACTOR during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. To the extent agreed upon by the Parties, such services shall be authorized in writing as Change Orders and shall be undertaken only under terms of formal amendments to this Contract.
3. The CRA may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONTRACTOR’s compensation for any Change Order pursuant to this Contract, which are mutually agreed upon by and between the CRA and the CONTRACTOR, shall be incorporated by written formal amendment.

SECTION 3 – CRA’S RIGHTS AND RESPONSIBILITIES

The CRA shall provide the service described below in a timely fashion at no cost to the CONTRACTOR:

1. Make CRA personnel available when required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CRA.
2. CRA will provide access to covered and secured parking spaces for the vehicles to be stored and charged as needed throughout the duration of the Term. CRA will ensure that the parking spaces provided allow for installation of fast chargers for charging the vehicles while parked, and will bear the cost of electricity for charging of the vehicles at said parking spaces, at no cost to the CONTRACTOR.
3. If at any time during the term of the contract the CRA determines that any part of a vehicle is in disrepair, the CRA shall have the right to request the CONTRACTOR to repair or replace such part so that it meets industry standards. The CONTRACTOR shall repair or replace any such part identified by the CRA or shall provide a comparable replacement vehicle that meets industry standards, within seven (7) days of receiving notice from the CRA.

4. Transmit instructions, relevant information and provide interpretation and definition of CRA policies and decisions with respect to Micro-Transit service standards and expectations.
5. Give prompt written notice to the CONTRACTOR whenever the CRA observes, or otherwise becomes aware of, any development that affects the scope of the CONTRACTOR's services or becomes aware of any defect or changes necessary in the work of the CONTRACTOR.
6. If at any time during the term of the contract CRA determines that a CONTRACTOR employee assigned to drive the vehicles is not providing satisfactory service, CRA shall have the right to request that CONTRACTOR reassign and replace the driver with a CONTRACTOR employee who meets CRA standards. Any such request shall be made by CRA to CONTRACTOR in writing and shall state the reason(s) for CRA's request in detail sufficient to apprise CONTRACTOR of the basis for CRA's request. CONTRACTOR shall take action to comply with any reasonable request within seven (7) days of receiving such written notice from CRA.

SECTION 4 – CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. CONTRACTOR will provide three (3) "Freebee" Tesla Electric vehicles with full doors and windows dedicated to CRA (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to CRA will be wheelchair accessible in compliance with the requirements of the Americans with Disabilities Act ("ADA"). The CRA reserves the right to request the CONTRACTOR to increase the vehicle fleet upon sixty (60) days advance written notice, subject to the Parties' mutual agreement on any resulting price increases, and the CRA acknowledges and agrees that CONTRACTOR's obligation to accommodate any request to increase the vehicle fleet will be subject to the Parties' mutual agreement on terms relating to additional vehicles and availability.
2. CONTRACTOR will operate the Vehicles within the CRA's designated service area, as described in Exhibit B, attached hereto and incorporated herein, at all times during the CRA's operating hours (weather and conditions permitting) with the only exception being when a driver takes their forty-five (45) minute lunch break, during which the vehicle will be placed to charge. The CONTRACTOR will take all reasonable steps to limit downtime in service.
3. CONTRACTOR will provide drivers for the Vehicles, who will act as brand ambassadors for the CRA and the City of Bradenton and will communicate public service announcements as may be communicated by CRA to CONTRACTOR from time to time.
4. CONTRACTOR shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith, with the exception of electricity costs, at all times. Also, CONTRACTOR shall be responsible for any damage that occurs as a result of the fast charging stations.
5. CONTRACTOR will assist CRA in developing a marketing plan to encourage ridership in the Vehicles during the Term by creating a complimentary promotional video and promotional brochures at no additional cost to CRA.

6. Beginning with the second month of the Term and continuing for each month of the Term thereafter, CONTRACTOR will provide CRA with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). CONTRACTOR will provide these reports within ten (10) business days of the last day of each month, unless another time frame is mutually agreed to by the Parties.
7. Should local law allow for CONTRACTOR to sell advertising space on the Vehicles at any time during the Term, and provided CONTRACTOR is able to sell such advertising space, CONTRACTOR may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. The CRA shall approve in writing all advertising to be placed on the Vehicles prior to placement. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between CONTRACTOR and CRA, with each entitled to 50% of advertising revenue that is generated and received by CONTRACTOR. CRA shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 5- Compensation.
8. At any time, CRA may request copies of advertising agreements entered into for the placement of advertising on the Vehicles and CONTRACTOR will furnish said copies to CRA within fifteen (15) business days. Nothing in this section should be deemed to constitute any guarantee that CONTRACTOR will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and CRA expressly acknowledges that no such guarantee has been made by CONTRACTOR.

SECTION 5 – COMPENSATION.

1. General. Compensation to the CONTRACTOR for services performed pursuant to this Contract shall be in accordance with the following method of compensation.
2. Hourly Rate Method
 - 2.1. CRA shall pay CONTRACTOR an hourly rate of \$37.14 per hour. CRA guarantees a minimum of 56 hours per Vehicle per week as a base for operations for the beginning of the contract term and may modify operating hours as ridership data becomes available, provided that contracted minimum hours per Vehicle are satisfied. CRA reserves the right to adjust hours and timing based on actual demand, upon fifteen (15) days' notice to CONTRACTOR.
 - 2.2. Payment to the CONTRACTOR for services performed under this Contract shall be monthly in proportion to the percentage of work completed during the month based on the number of operating hours requested by the CRA.
3. Invoice Processing. Invoices received by the CRA will be processed for payment within thirty (30) days of receipt of invoice. CONTRACTOR will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CRA with an explanation of the deficiencies. The CRA will make an effort to resolve all questionable items contained in the CONTRACTOR's invoices within thirty (30) days of receipt of the invoices by the CRA. At the end of the thirty (30) day period, the CRA shall pay the CONTRACTOR the invoice amount less any unresolved questionable items. Invoices are

to be forwarded directly to the initiating CRA representative. Any dispute regarding an invoice will be handled in accordance with Section 12.7 of this Contract.

SECTION 6 - CONTRACT TERM, COMMENCEMENT, IMPLEMENTATION OF WORK.

1. Term. This Contract shall expire one (1) year after the effective date of this Contract with options to extend the Term for two (2) additional one (1) year periods, subject to continued satisfactory performance as determined by the CRA Board, and to the availability and appropriations of funds. Should CRA wish to exercise its option to extend the Term, it shall notify CONTRACTOR in writing at least ninety (90) days prior to the expiration of the preceding Term.
2. Work Commencement. The CONTRACTOR shall commence work within seventy-five (75) days after receipt by the CONTRACTOR of a written Notice-To-Proceed from the CRA's Designated Representative. If the CONTRACTOR fails to commence work within the seventy-five (75) day period, then the CRA shall have the right to seek other firms for the Services, unless the delay is due to no fault of the CONTRACTOR.

SECTION 7 – CRA'S "DESIGNATED" REPRESENTATIVE

1. General. The CRA hereby designates the CRA Executive Director or designee to represent the CRA in all matters pertaining to and arising from the work and performance of this contract. The CRA Executive Director or designee shall have the following responsibilities:
 - 1.1. The CRA Executive Director or designee are responsible for all efforts required to monitor, implement, and ensure the success of the micro-transit services and rendering, in writing, decisions indicating the CRA's approval or disapproval within a reasonable time, so as not to materially delay the work of the CONTRACTOR.
 - 1.2. Transmission of instructions, receipt of information and interpretation and definition of CRA policies and decisions with respect to the work covered by this Contract.
 - 1.3. Giving prompt written notice to the CONTRACTOR whenever the CRA observes, or otherwise becomes aware of, any defects or changes necessary to the micro-transit services.

SECTION 8 - INDEMNITY AND INSURANCE

- 8.1 Indemnification. To the fullest extent permitted by Florida law, the CONTRACTOR shall indemnify and hold harmless the CRA and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

8.2 Insurance. Before performing any services contemplated under this Contract, CONTRACTOR shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the CRA and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The CRA and the City, their officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the CRA. The CRA shall retain the right to review, at any time, coverage, form, and amount of insurance.

8.3 **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	\$100,000
(Disease-Policy Limit)	\$500,000
(Disease-Each Employee)	\$100,000

8.4 **Commercial General Liability.**

The limits are to be applicable only to services performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits:

General Aggregate:

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$1,000,000
Medical Expense (Any One Person)	\$Nil

ADDITIONAL INSURED: The CRA and the City shall be specifically named as additional insured on the Commercial General Liability Policy.

8.5 **Automobile Liability.**

The CONTRACTOR must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

ADDITIONAL INSURED: The CRA and the City shall be specifically named as additional insured on the Automobile Liability Policy.

8.6 Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the CRA before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Contract. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

8.7 Complete Policies:

The entire and complete insurance policies required herein shall be provided to the CRA, prior to the commencement of any services contemplated under this Contract. If the initial insurance expires prior to the completion of services by CONTRACTOR, renewal certificates of insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the CRA thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the CRA or the City in connection with any claim against CONTRACTOR for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of CONTRACTOR or CONTRACTOR's sureties to the CRA or the City, or to any workers, suppliers, material men or employees in relation to this Contract.

8.8 By way of its execution of the Contract, CONTRACTOR:

- a. Represents that CONTRACTOR maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the CRA; and
- b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the CRA and must be endorsed to provide same. Failure of CONTRACTOR to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

8.9 Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

- a. The certificate holder shall be:
The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: BeeFree, LLC Contract

and

The Community Redevelopment Agency of the City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7865

- b. Certificate shall be mailed to:
The Community Redevelopment Agency of the City of Bradenton
Attn: CRA Executive Director
101 Old Main Street
Bradenton, FL 34205-7865

SECTION 9 – DATA, DOCUMENTS, RECORDS.

1. The CONTRACTOR hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONTRACTOR's compensation under this Contract may be adjusted to exclude any significant sums where the CRA determines the CONTRACTOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CRA during the period of this Contract and for five (5) years after final payment is made.
2. Copies of these documents and records shall be furnished upon request to the CRA at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CRA.
3. It is understood and agreed that all documents, including detailed reports, plans, and all other data other than working papers and proprietary information or trade secrets, prepared or obtained by the CONTRACTOR exclusively in connection with its services hereunder, shall be delivered to, or shall become the property of the CRA prior to final payment to the CONTRACTOR.
4. Any Documents given to or prepared or assembled by the CONTRACTOR and its Subcontractors under this Contract shall be kept solely as property of the CRA and shall not be made available to any individuals or organizations without the prior written approval of the CRA.
5. The CONTRACTOR may maintain copies of all work performed under this Contract for the CRA.
6. Records Maintenance. The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All-time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CRA, or any of its duly authorized representatives, shall have access within forty-eight (48) hours

to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts and other evidence shall be at the CRA's expense.

7. Access to Records. The CONTRACTOR shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.
8. Public Records. To the extent applicable under Florida law, CONTRACTOR shall comply with The Florida Public Records Act as follows:
 - a. Keep and maintain public records in its possession or control in connection with its performance under this Contract that ordinarily and necessarily would be required by the CRA in order to perform the service.
 - b. Upon request by CRA's records custodian, provide CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract.
 - d. Upon completion of this Contract or in the event of termination of this Contract, any and all public records relating to this Contract in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the CRA, at no cost to the CRA, within thirty days. All records stored electronically by CONTRACTOR shall be delivered to the CRA upon request in a commonly accessible electronic format. Once the public records have been delivered to CRA upon completion or termination of this Contract, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - e. The CRA acknowledges that CONTRACTOR considers its Confidential Information to constitute "trade secrets" as defined in Fla. Stat. Ch. s. 688.002 and therefore confidential and exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. Upon receipt of any request or demand by and person seeking release of CONTRACTORS's Confidential Information, the CRA shall prior to releasing any Confidential Information, immediately notify CONTRACTOR in writing of such request, demand or obligation. CONTRACTOR shall within five (5) business days either (i), at its own expense and time, seek or initiate an action to quash, limit, modify, narrow the scope of, and/or otherwise intervene, obtain a protective order and/or defend against, any requested disclosure if it objects to the request or (ii) advise the CRA that it has no objection to the disclosure.

If CONTRACTOR proceeds under subclause (i) above, the CRA shall not release any Confidential Information unless and until any action taken by CONTRACTOR to protect such Confidential Information from release has been fully and finally adjudicated in a non-appealable order from a tribunal of competent jurisdiction. Notwithstanding the foregoing, the CRA shall not have any liability to CONTRACTOR if its legal counsel advises the CRA that it has a legal obligation to release the Confidential Information pursuant to the request prior to any final

determination of the matter, if the CRA gives CONTRACTOR written notice that it has been so advised prior to releasing any Confidential Information, which notice shall provide the legal basis upon which the determination of the CRA's determination was based.

CONTRACTOR shall defend and indemnify the CRA against any action brought to compel compliance, and against any out-of-pocket expense, including, but not limited to court costs, all costs of litigation, attorney's fees, fines, and statutory damages, to the extent arising from CONTRACTORS's failure to consent to disclosure of the requested Confidential Information.

- f. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the CRA.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS
DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com**

SECTION 10 – STANDARDS OF CONDUCT, CODES AND DESIGN STANDARDS

1. CONTRACTOR Employees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.
2. CONTRACTOR Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
3. Conflict of Interest. The CONTRACTOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONTRACTOR, or any interest in property which the CONTRACTOR may have. The CONTRACTOR further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CRA. Violation of this Section will be considered as justification for immediate termination of this Contract under the provisions of Section 12.

4. Removal of Employee. The CRA is empowered to require the CONTRACTOR to remove any employee or representative of the CONTRACTOR from working on this Services which the CRA determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. Any such request by the CRA shall be made to CONTRACTOR in writing and shall state the reason(s) for such request in sufficient detail to apprise CONTRACTOR of the basis for CRA's request. If CONTRACTOR believes that the CRA's request is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, CONTRACTOR shall advise the CRA of its belief and the grounds therefore and shall only be obligated to comply with the CRA's request to the extent that CONTRACTOR determines is permitted by law.
5. Publication. Any media/press releases or statements concerning this Contract to be released by the CONTRACTOR shall be approved in writing by the CRA prior to release.

SECTION 11 – FORCE MAJEURE, ASSIGNABILITY, EXTENT OF CONTRACT.

1. Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
2. Assignability. The CONTRACTOR shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CRA, which shall not be unreasonably withheld.
3. Extent of Contract. This Contract, and the Exhibits hereinafter identified and listed in this Section 11, incorporated herein and made a part hereof by this reference, constitute the entire Contract between the CRA and the CONTRACTOR and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services
- Exhibit B: Designated Service Area

SECTION 12 - TERMINATION, CLAIMS, DISPUTES, REMEDIES & CONTROLLING LAW.

1. Termination by CRA for Cause. The CRA may terminate this Contract for any one or more of the following reasons:

- 1.1. If adequate progress on any phase of the services is not being made by the CONTRACTOR as a direct result of the CONTRACTOR's failure to perform.
 - 1.2. The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR.
 - 1.3. The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings or makes a service for the benefit of creditors.
 - 1.4. The CONTRACTOR violates the provisions of this Contract herein.
 - 1.5. In the event of any of the causes described in this Contract, the CRA's designated representative shall send a certified letter to the CONTRACTOR describing the issues in reasonable detail and requesting that the CONTRACTOR show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CRA within fifteen (15) days of the receipt by the CONTRACTOR of said show cause notice, the CRA may consider the CONTRACTOR to be in default and may immediately terminate this Contract.
2. Termination by CONTRACTOR for Cause. The CONTRACTOR may cancel this Contract for the following reasons:
 - 2.1. The CRA fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CRA's Rights and Responsibilities.
 - 2.2. The CRA fails to pay the CONTRACTOR in accordance with this Contract.
 - 2.3. In the event of either of the causes described in this Contract, the CONTRACTOR may send a certified letter describing the issues in reasonable detail and requesting that the CRA show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CRA of said show cause notice, then the CONTRACTOR may consider the CRA to be in default and may immediately terminate this Contract.
3. Termination by CRA Without Cause. Notwithstanding any other provision of this Contract, the CRA shall have the right at any time to terminate this Contract in its entirety without cause, provided that ninety (90) days prior to written notice is given to the CONTRACTOR of the CRA'S intent to terminate.
 4. Payment in The Event of Termination. In the event this Contract, or any services required hereunder are terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services will be paid by the CRA in accordance with Section 5 of this Contract. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CRA may adjust any payment to take into account any additional direct costs to be incurred by the

CRA due to such default.

5. Action Following Termination

- 5.1. In the case of the CRA terminating the Contract, CONTRACTOR shall continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. CRA agrees to pay CONTRACTOR a prorated amount for work performed during the notice period.

6. Suspension

- 6.1. The performance of the CONTRACTOR's service under any provision of this Contract may be suspended by the CRA at any time, provided that sixty (60) days prior written notice is given to CONTRACTOR. In the event the CRA suspends the performance of the CONTRACTOR's services hereunder, the CRA shall so notify the CONTRACTOR in writing, and CRA shall promptly pay to the CONTRACTOR all fees which have become due and payable to the CONTRACTOR to the effective date of such suspension. The CRA shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended services unless and until the CRA notifies the CONTRACTOR that the services of the CONTRACTOR called for hereunder are to be resumed. Upon receipt of written notice from the CRA that the CONTRACTOR's services hereunder are to be resumed, the CONTRACTOR shall complete the services of the CONTRACTOR called for in this Contract and the CONTRACTOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONTRACTOR under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONTRACTOR under this Contract unless and until the CONTRACTOR has attained that state of work where the same would be due and payable to the CONTRACTOR under the provisions of this Contract.
- 6.2. If the aggregate time of the CRA's suspension(s) of the CONTRACTOR's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONTRACTOR and the CRA shall, upon request of the CONTRACTOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONTRACTOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONTRACTOR for the balance of the Services to be performed hereunder. No increase in compensation to the CONTRACTOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONTRACTOR's costs attributable to the aforesaid suspension(s). If the aggregate time of the CRA's suspension(s) of the CONTRACTOR's Services exceeds sixty (60) days, then the CONTRACTOR shall have the right to terminate this Contract upon written notice to the CRA and shall be relieved of any further obligations hereunder upon such termination.

7. Claims and Disputes. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within sixty (60) days of its occurrence. Should such claims not be formally submitted within said sixty (60) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the “Remedies” provisions of this Contract.
8. Remedies. Except as provided otherwise in this Contract, all claims, disputes and/or matters in question between the CRA and the CONTRACTOR arising out of or relating to this Contract, or the breach of it will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court in and for Manatee County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys’ fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.
9. Controlling Laws. This Contract is to be governed by the laws of the State of Florida.
10. E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONTRACTOR hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONTRACTOR further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Contract. CONTRACTOR hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONTRACTOR has a contract terminated by a public employer for any such violation during the term of this Contract. it shall provide immediate notice thereof to the CRA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year set forth below.

BEEFREE, LLC:

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
BRADENTON:**

Signature: _____

Signature: _____

By: _____

By: _____
Josh Cramer

Its: _____

Its: Chair

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:

ATTEST:

Scott E. Rudacille
CRA Attorney

Dr. Jeff Burton
CRA Executive Director

EXHIBIT "A"

Scope of Services

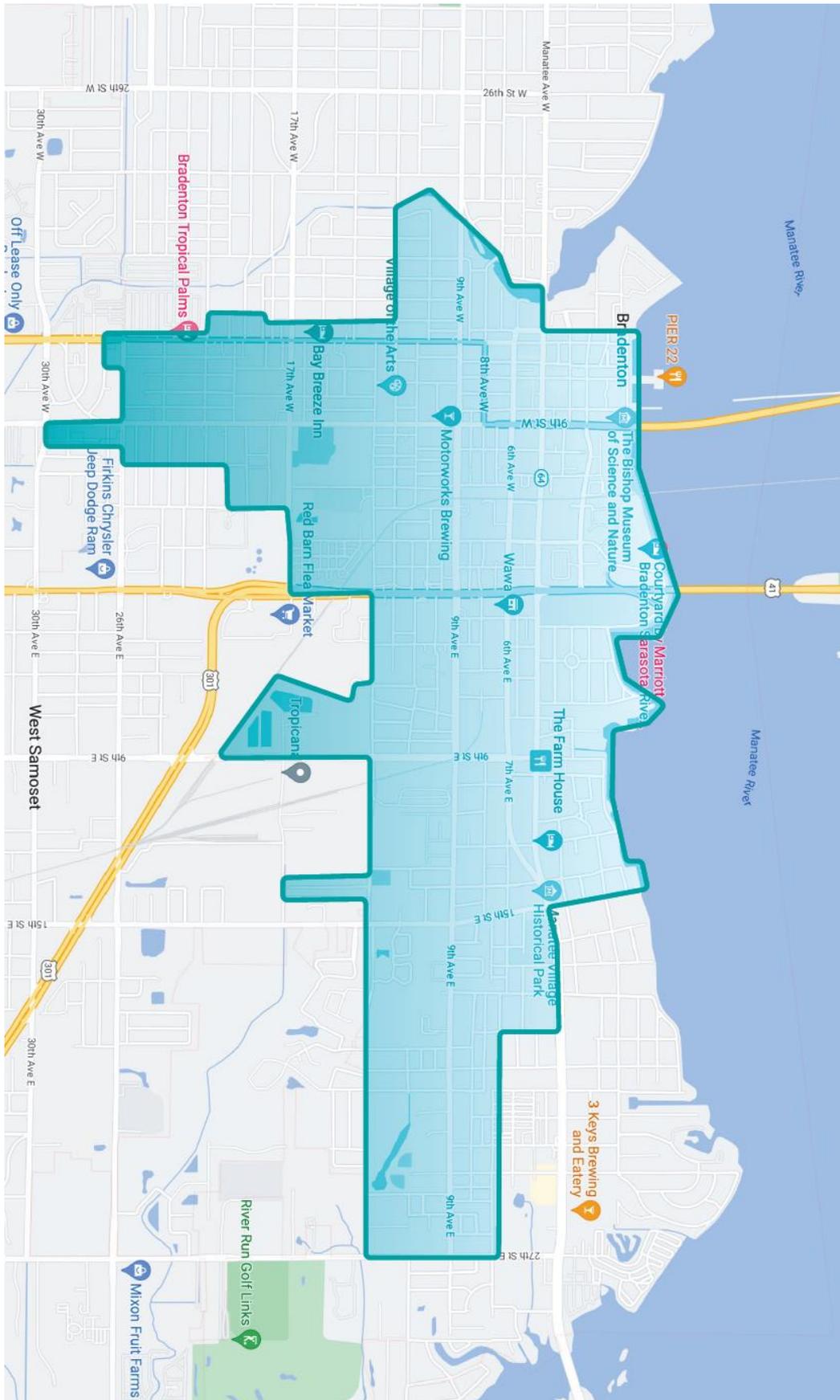
The Contractor will provide mobile-based, on-demand door-to-door transportation services ("On-Demand Services") within the area designated by the Community Redevelopment Agency of the City of Bradenton in Exhibit B utilizing up to three (3) Tesla vehicle's that seats up to four (4) individuals at any given time (the "Vehicle").

The terms of operating the Vehicles are as follows:

1. The Vehicles will be dedicated exclusively to serving individuals within the area designated by the Community Redevelopment Agency of the City of Bradenton in Exhibit "B" attached hereto.
2. The Contractor will operate the Vehicles fifty-six (56) hours weekly in accordance with the mutually agreed upon schedule, as may be adjusted by the CRA from time to time (the "Operating Hours").
3. Contractor will take all reasonable steps to limit driver break times to downtimes in service. Operating Vehicles will be staggered such that no Vehicle will operate for longer than twelve (12) hours in a single day. The Operating Hours set forth herein may be reasonably adjusted from time to time by mutual written agreement of the Parties hereto.
4. The Contractor will operate up to three (3) Vehicles ("On-Demand Vehicles") within the CRA, which will consist of various pick-up and drop-off stops as designated by riders within the Designated Service Area at all times during the Operating Hours (weather and conditions permitting) with the exception of times when drivers are on any company-approved breaks.
5. As compensation for the Services, the CRA shall pay a maximum amount of \$324,414 annually which is based on a per vehicle cost of \$108,138.
6. Payment Terms. CRA agrees to pay the Rates in monthly installments, as follows:
 1. Twelve (12) payments of up to \$27,034.50 per month, payable on or before the 15th of each month, beginning upon delivery and deployment of the vehicles. The exact monthly total will be billed according to the total amount of vehicles operating within the month, not to exceed \$27,034.50 monthly.
7. The Contractor will provide drivers for the Vehicles that will communicate public service announcements as may be communicated by the CRA to Contractor from time to time.
8. The Contractor will assist the CRA in developing a marketing plan to encourage ridership on the Vehicles during the term of the Agreement.
9. Beginning with the second month of the term of the Agreement and continuing for each month of the term thereafter, Contractor will provide the CRA with a monthly report showing data and analytics related to ridership and operations of the Vehicles for the preceding month(s). Contractor will provide these reports with each monthly invoice starting the second month of the term.
10. Contractor will have the ability to sell advertising space on the Vehicles at any time during the term, and provided Contractor is able to sell such advertising space, Contractor may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. The CRA shall approve in writing all advertising placed on the Vehicles prior to placement. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between the Contractor and CRA.

EXHIBIT "B"

Map of Designated Service Area



Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023
SUBMITTED BY: Jeff Burton, Community Redevelopment Agency
ITEM TYPE: Resolution
AGENDA SECTION: **BRADENTON CRA**
SUBJECT: Bradenton Redevelopment Area Master Plan Update
SUGGESTED ACTION: Approve

Is this item Quasijudicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Update of Master Community Redevelopment Plan for the Bradenton Redevelopment Area.

FINANCIAL IMPACT:

None

ATTORNEY REVIEW/RECOMMENDATION:

Yes

SUGGESTED MOTION:

Move to approve Resolution.

ATTACHMENTS:

[2023-09-12 CRA BR RESO CRP 1st Approval JWB with BW comments\(3989533.1\).pdf](#)

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, RELATING TO THE BRADENTON COMMUNITY REDEVELOPMENT AREA; ACCEPTING THE PROPOSED AMENDEDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE BRADENTONCOMMUNITY REDEVELOPMENT AREA FOR REVIEW AND PROCESSING; RENAMING THE AREA AS THE DOWNTOWN REDEVELOPMENT AREA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO REFLECT UPDATED CONDITIONS AND NEEDS TO ADDRESS CONTINUING SLUM. BLIGHT, HOUSING, COMMUNITY POLICING, CONSERVATION, SOCIAL, AND ECONOMIC CONDITIONS AND TO EXTEND THE MASTER PLAN TO DECEMBER 31, 2040, SUBJECT TO A FINDING BY THE CITY OF BRADENTON PLANNING COMMISSION THAT THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE BRADENTON COMMUNITY REDEVELOPMENT AREA ARE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; DIRECTING THE SECRETARY OF THE COMMUNITY REDEVELOPMENT AGENCY TO FORWARD A COPY OF THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE CITY OF BRADENTON PLANNING COMMISSION; AUTHORIZING THE EXECUTIVE DIRECTOR AND/OR STAFF TO TAKE ALL NECESSARY STEPS TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES TO PROVIDE REQUIRED NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a redevelopment plan must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City of Bradenton by Resolution No. 79-55 on November 14, 1979, as amended by resolution, created a community redevelopment area commonly known as the Bradenton Community Redevelopment Agency; and

WHEREAS, the Bradenton Community Redevelopment Area Community Redevelopment Plan was originally adopted by City Council Ordinance No. 2264 on October 14, 1981; and

WHEREAS, this Community Redevelopment Plan was modified, in its entirety, by City Council Resolution 07-16 on February 28, 2007; and

WHEREAS, the City Council of the City of Bradenton by Ordinance No. 2967 on June 24, 2015 declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Bradenton CRA District; established the Community Redevelopment Agency (the “CRA”) to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Bradenton CRA District; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the “CRA Board”); and

WHEREAS, this Community Redevelopment Plan was modified, in part, by City Council Ordinance 22-4006, clarifying the intent of Community Policing Innovations, on January 18, 2023, and

WHEREAS, this Community Redevelopment Agency Board wishes to change the name of the Bradenton Community Redevelopment Area to the Downtown Community Redevelopment Area; and

WHEREAS, as result of changing conditions, the CRA Board desires to amend the Community Redevelopment Plan to reflect updated conditions and needs to address continuing slum, blight, housing, community policing, conservation, social, and economic conditions within the Bradenton Community Redevelopment Area (the “Amended Bradenton CRA District Master Plan”); and

WHEREAS, the modified Community Redevelopment Plan includes the boundaries of the Bradenton Community Redevelopment Area and extends the time certain for completing all redevelopment financed by increment revenues as contained in the existing Community Redevelopment Plan, which date is December 31, 2040.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA,
THAT:**

Section 1. The Board of the Community Redevelopment Agency of the City of Bradenton hereby accepts the proposed Amended Downtown CRA District Master Plan for review and processing and recommends that the City Council of the City of Bradenton approve the proposed Amended Downtown CRA District Master Plan, which is attached hereto and incorporated herein as Exhibit "A," subject to a finding by the City of Bradenton Planning Commission that the Amended Downtown CRA District Master Plan is consistent with the City's Comprehensive Plan.

Section 2. The Secretary of the CRA is directed to forward a copy of said Amended Downtown CRA District Master Plan to the City of Bradenton Planning Commission for review by said Commission as the local planning agency pursuant to Section 163.360, Florida Statutes.

Section 3. The proper officers and staff of the CRA are hereby directed and authorized to perform such acts or services required to provide required notice pursuant to Chapter 163, Florida Statutes.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, with quorum present and voting, this _____ day of _____, 203

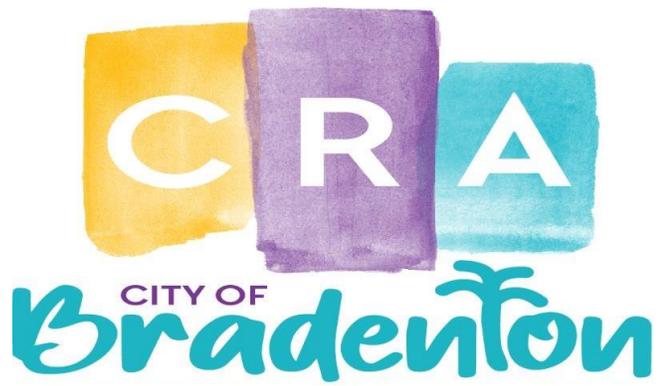
ATTEST:

JEFF BURTON, EXECUTIVE DIRECTOR

JOSH CRAMER, CHAIR

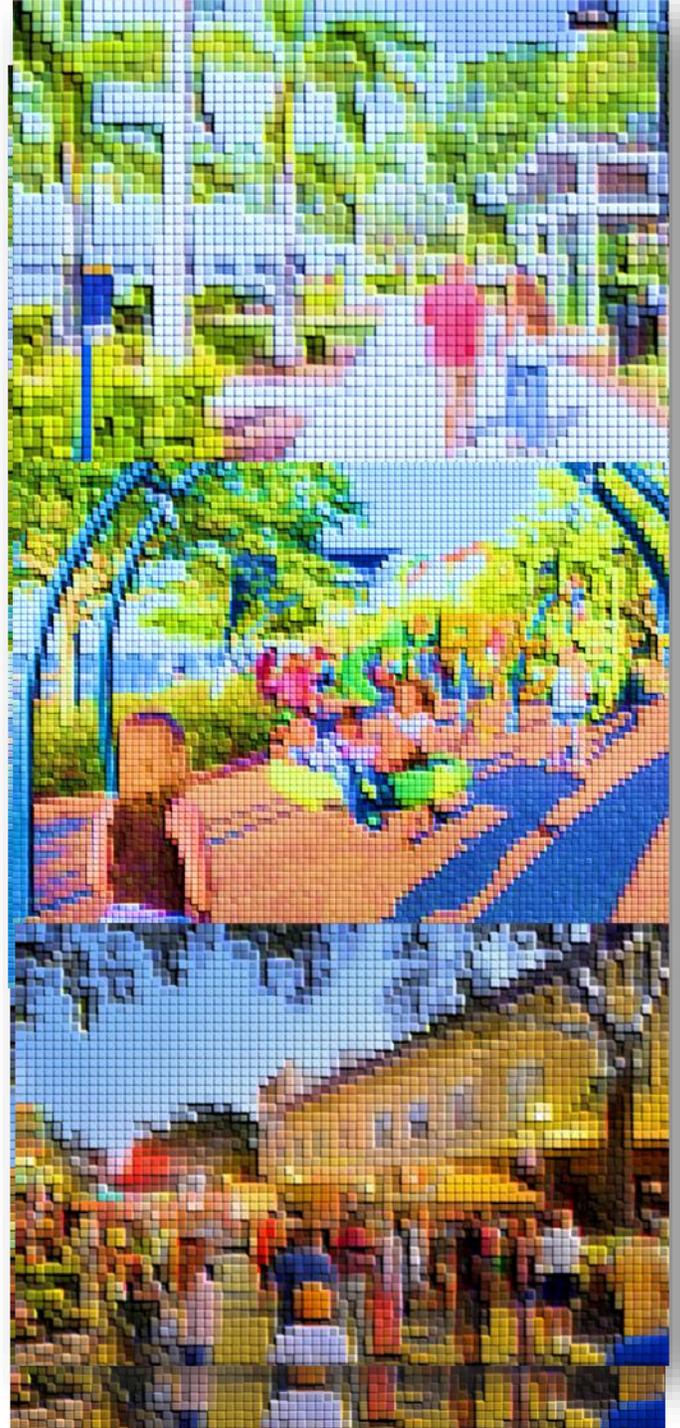
APPROVED AS TO FORM:

Scott Rudacille, CRA Attorney



Redevelopment Plan

Downtown Redevelopment Area



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COMMUNITY REDEVELOPMENT AGENCY

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VICE CHAIR

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Lisa Gonzalez Moore

Jayne Kocher

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Karen Keyser

Jean Farmer



DEFINITIONS

Act is the Community Redevelopment Act of 1969.¹

Affordable Housing is defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1. Extremely low income describes a family at or below 30% of area median income.
2. Very low income describes a family at or below 50% of area median income.
3. Low income describes a family at or below 80% of area median income.
4. Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs).

The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.²

Area is a Florida Statute³ designated *redevelopment* area. For this document, the Downtown Redevelopment *Area* described in APPENDIX A.

Blighted Area is an area in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

1. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
2. Aggregate assessed values of real property in the Area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
4. Unsanitary or unsafe conditions.
5. *Deterioration* of site or other improvements.
6. Inadequate and outdated building density patterns.
7. Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
8. Tax or special assessment delinquency exceeding the fair value of the land.
9. Residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.
10. Incidence of crime in the *Area* higher than in the remainder of the county or municipality.
11. Fire and emergency medical service calls to the *Area* proportionately higher than in the remainder of the county or municipality.

¹ Florida statute 163.330

² The Florida Housing Coalition's Affordable Housing in Florida (1)

³ Florida statutes 163.362 (1)

12. A greater number of violations of the Florida Building Code in the *Area* than the number of violations recorded in the remainder of the *Governing Body*.
13. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
14. Governmentally owned property with adverse environmental conditions caused by a public or private entity.
15. A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “*Blighted Area*” also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted*. For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.⁴

Board of Commissioners (Board) provides oversight to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.⁵

Conservation means the following:

1. A careful preservation and protection of something.
2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
3. The preservation of a physical quantity during transformations or reactions.

Community Advisory Committee (CAC) is an *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

Community Policing Innovation is a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol.⁶

Community Redevelopment or **Redevelopment** means undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and economically distressed, or *rehabilitation* or *conservation* in an *area*, or any combination or part thereof, in accordance with a *plan* and may include the preparation of such a *plan*.

⁴ Florida Statute 163.340 (8)

⁵ City of Bradenton Ordinance 2967

⁶ Florida Statute 163.340 Definitions. (23)

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *area* or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.⁷

Community Redevelopment Agency (Agency) is a public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute.⁸ For this document, The *Community Redevelopment Agency* of the City of Bradenton.⁹

Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime. *CPTED* is pronounced 'sep-ted' and it is also known around the world as Designing Out Crime, defensible space, and other similar terms.¹⁰

Deteriorated means weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.¹¹

Disseminate means to spread abroad as though sowing seed. To disperse throughout.¹²

Elderly means persons 62 years of age or older.¹³

Governing Body is the council, commission, or other legislative body charged with governing the county or municipality.¹⁴ For this document, the Bradenton City Council is the governing body.

Increment Revenue is the non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *area*.

Intensify means to grow stronger or more acute.¹⁵

Nonconformities means a use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not conform to the [current] regulations.¹⁶

⁷ Florida Statute 163.340 Definitions. (9)

⁸ Florida Statute 163.340 Definitions. (1)

⁹ City of Bradenton Resolution 81-62

¹⁰ <https://www.cpted.net/>

¹¹ 2018 International Code Council, International Property Maintenance Code. (202)

¹² <https://www.merriam-webster.com/dictionary/disseminate>

¹³ Florida Statute 420.503 (16)

¹⁴ Florida Statute 163.340 Definitions (3)

¹⁵ <https://www.merriam-webster.com/dictionary/intensify>

¹⁶ 2021 International Zoning Code

Redevelopment Plan (Plan) is the approved *redevelopment* directions as exists from time to time, for an *area*.¹⁸ For this document, the *Plan* is the 2023 Downtown Community Redevelopment Plan.

Rehabilitate means the following:

1. To restore to a former capacity.
2. To restore to good repute:
3. Reestablish the good name of.
4. Restore to a former state.
5. Restore or bring to a condition of health or useful and constructive activity.

Revitalize means to give new life or vigor to.

Slum Area (slums) is an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
2. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
3. The existence of conditions that endanger life or property by fire or other causes.¹⁹

¹⁸ Florida Statute 163.340 (11)

¹⁹ Florida Statute 163.340 (7)

GOAL 1 COMMERCE

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities, diverse retail, industrial, commercial, and not-for-profit economies.

Intent

The *Agency* may encourage commerce according to the following activities:

1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole, and *rehabilitate* or *redevelop* the *Area* by private enterprise.²⁰
2. The *rehabilitation* and *revitalization* of economically distressed *deteriorated* coastal resorts and tourist areas.²¹
3. Removal of *blighted* conditions that include areas that lead to economic distress²² and economic and social liabilities that impose onerous burdens, which ... delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.²³
4. *Revitalization* and *redevelopment* of a coastal tourist area that is *deteriorating* and economically distressed reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.²⁴
5. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.²⁵

Policies

1. *Increment revenue* incentives, grants and other funding may be used for the following:
 - 1.1. *Revitalization* of the coastal tourist area, especially those entities that draw more than 100,000 tourists annually or lease property from *Agency* trust fund participating entities.
 - 1.2. Reduction or maintenance of natural disaster evacuation times.
 - 1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.
2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:
 - 2.1. CAC
 - 2.2. Architectural Review Board.
 - 2.3. Tree & Land Preservation Board.
 - 2.4. Planning Commission.
 - 2.5. Code Enforcement Special Magistrate.
 - 2.6. Nuisance Abatement Board.
 - 2.7. Bradenton Housing Authority.
 - 2.8. Affordable Housing Advisory Committee.
 - 2.9. Public Art Advisory Board.
3. Encourage new public and private employment and housing opportunities in the *Area*.
4. Encourage the growth of taxable real property in the *Area*.
5. Support the development of a maker space or business incubator.

²⁰ Florida Statute 163.345 (1)

²¹ Florida Statute 163.340 (9)

²² Florida Statute 163.340 (8)

²³ Florida Statute 163.335 (1)

²⁴ Florida Statute 163.360 (7)

²⁵ Florida Statute 163.335 (6)

GOAL 2 CULTURE

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*.

Intent

The *Agency* may *intensify*²⁶ the *Governing Body*'s cultural activities as following:

1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.²⁷
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof ... necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.²⁸
3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.²⁹
4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.³⁰

Policies

1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:
 - 1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.
 - 1.2. Governing Body Architecture and Historic Preservation Board historically certified sites.
 - 1.3. Artistic sites certified by the Public Art Advisory Board.
2. The implementation of public and private art may be considered as an *increment revenue* expenditure.
3. Special consideration will be given to *conserving* existing social cultures by supporting a Mainstreet program created through the State of Florida Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

²⁶ Florida Statute 163.340 (23)

²⁷ Florida Statute 163.340 (9)

²⁸ Florida Statute 163.355 (2)

²⁹ Florida Statute 163.355 (2)

³⁰ Florida Statute 163.335 (6)

GOAL 3 EMERGENCY MANAGEMENT AND RESILIENCY

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in the mitigation, preparedness, response, and recovery of the *Area* in response to an emergency or long-term sustainable *redevelopment*.

Intent

The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

1. Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted* area.³¹
2. *Agencies* are charged with the elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*.³²
3. *Slums* have physical or economic conditions that are conducive to disease...³³
4. *Blight* leads to economic distress and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.³⁴
5. The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.³⁵

Policies

1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *Increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.
2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.
3. Emergency remediation activities may include any activities agreed upon in a *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.
4. *Increment revenue* may be used to address sustainable *redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

³¹ Florida Statute 163.360 (10)

³² Florida Statute 163.50

³³ Florida Statute 163.340 (7)

³⁴ Florida Statute 163.340 (8)

³⁵ Florida Statute 163.360 (7)

GOAL 4 HOUSING

The *Agency* may focus resources to reduce *slums* and *blight* through the *redevelopment* of residential and mixed-use structures.

Intent

The *Agency* may *intensify* the *Governing Body's* housing stock by:

1. Providing for the *Area's* low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.³⁶
2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.³⁷
3. Develop, test, report methods and techniques, and carry out demonstrations and other activities ... for new or improved means of providing sustainable and resilient housing.³⁸
4. Providing *affordable housing* to residents of low or moderate income, including the elderly.³⁹

Policies

The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.
2. Support *rehabilitation* grants for *deteriorated* housing.
3. Complement financing programs for infill development and housing affordability for low and moderate-income households.
4. Incentivize developers for providing housing sites.
5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.
6. Examine additional density bonuses for the inclusion of *affordable housing* units within each residential project and establish *intensity* bonuses for the inclusion of affordable units within the mixed-use development.
7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:
 - 8.1. Land trusts and land banks.
 - 8.2. Rental or ownership markets.
 - 8.3. Alternative energy point sourcing
 - 8.4. Pocket neighborhoods,
 - 8.5. Sustainably affordable financial accommodations.
 - 8.6. Natural disaster and energy resilient construction.
9. The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.

³⁶ Florida Statute 163.360 (2) (c)

³⁷ Florida Statute 163.340 (9)

³⁸ Florida Statute 163.370 (j)

³⁹ Florida Statute 163.350

GOAL 5 IMAGE

For *dissemination* through the elimination or reduction of *slums* and *blighted areas* in the *Area* by means of *redevelopment*, the *Agency* may create images of "Bradenton" promoting a safe, vibrant, diverse, developing, and redeveloping community.

Intent

The *Agency* may *disseminate slum clearance and redevelopment* information as following:

1. File an annual report.⁴¹
2. Sponsor and finance *dissemination of redevelopment* in the *Area* for the following:
 - 2.1. Commerce
 - 2.2. Culture
 - 2.3. Emergency Management and Resiliency
 - 2.4. Housing
 - 2.5. Image
 - 2.6. Infrastructure
 - 2.7. Property Maintenance
 - 2.8. Public Safety
3. File an audit.⁴²
4. Apply for third-party *redevelopment* awards from a related associations and conferences.
5. Teach *redevelopment* classes.
6. Earn certification related to *redevelopment* activities.

Policies

1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
2. Develop the *Agency* brand.
3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
 - 3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
 - 3.2. finance events that visibly increases the presence of community policing as an element of a *community policing innovation* plan.
4. Establish at least one *Area* merchants' association main street program.

⁴¹ Florida Statute 163.371 (2)

⁴² Florida Statute 163.387 (8)

GOAL 6 INFRASTRUCTURE

The *Agency* may focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards.

Intent

The *Agency* may *intensify* the *Governing Body's* infrastructure projects by the following:

1. Undertake programs, and projects for the elimination of *blight* that includes the following:
 - 1.1. Inadequacies such as transportation facilities, including transit services, parking resources, street layouts, lot layouts,⁴³ roadways, and bridges.⁴⁴
 - 1.2. Traffic congestion.¹⁸
2. Construct parks, playgrounds, other public improvements, and structures.¹⁹
3. Remediate and *redevelop* properties, including the following:
 - 3.1. *Rehabilitation* or *conservation* in the *Area*.⁴⁵
 - 3.2. *Rehabilitation* or *conservation* of *slum* and *blighted areas* or portions thereof...⁴⁶
 - 3.3. *Rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of the *Area*.⁴⁷
 - 3.4. Governmentally owned property with adverse environmental conditions caused by a public or private entity.⁴⁸
4. *Intensify* the *Governing Body's* maintenance programs.

Policies

1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a city Capital Improvement Plan for three years.⁴⁹
2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs.
3. Improve access to public parks and open spaces.
4. Support city and county, leased placemaking destinations that encourage economic, environmental, and social well-being.
5. Plan and implement large (greater than 2 acres) parks and public access to the water.
6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
7. Install Low Impact Development (LID) including permeable pavers and bioswales.
8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
9. Prioritize improvements at intersections with unusually high accident rates.
10. Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
11. Maintain existing access and seek opportunities to increase public access to the waterfront.
12. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
13. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
14. Address environmental concerns and *redevelopment* related to brownfield sites and areas.

⁴³ Florida Statute 163.335 (4)

⁴⁴ Florida Statute 163.350

⁴⁵ Florida Statute 163.340 (9)

⁴⁶ Florida Statute 163.350

⁴⁷ Florida Statute 163.335 (2)

⁴⁸ Florida Statute 163.340 (n)

⁴⁹ Florida Statute 163.370 (3) (b)

GOAL 7 PROPERTY MAINTENANCE

The *Agency* may engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities, thus enhancing the elimination or reduction of *slums* and *blighted areas*.

Intent

The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:

1. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements.⁵⁰
2. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements.⁵¹
3. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise... including... the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.⁵²

Policies

1. Support city compliance by *intensify* compliance efforts in the *Area*.
2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.
3. Use incentives to aid code compliance.
4. The *Agency* may assist in the correction of *non-conformities*.

⁵⁰ Florida Statute 163.370 (2) (h) 1

⁵¹ Florida Statute 163.370 (2) (h) 2

⁵² Florida Statute 163.345 (1)

GOAL 8 PUBLIC SAFETY

The *Agency* may focus resources on reducing or eliminating crime and increasing public safety through *community policing innovations*.

Intent

The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

1. The powers conferred...are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.⁵³
2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*⁵⁴
3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except...the power to approve the development of *community policing innovations*.⁵⁵
4. The ... *Plan* may provide for developing and implementing *community policing innovations*.⁵⁶

Policies

The *Agency* shall not institute *community policing innovation* unless:

1. The *Governing Body* has approved its development.
2. It is noted in the *Plan*.

The *Agency* may assist the *Governing Body* according to the following:

1. The *increment revenue* funding provides for a strengthening of existing policing resources.
2. Encourage *community policing innovation though CPTED* in buildings, streets, and other designs.
4. Make use of *community policing innovation* as defined by its *redevelopment* definition.⁵⁷
5. Make use of *CPTED*.
6. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation and redevelopment*.
7. Address homelessness and vagrancy issues.

⁵³ Florida Statute 163.335 (3)

⁵⁴ Florida Statute 163.356(e)

⁵⁵ Florida Statute 163.358 (5)

⁵⁶ Florida Statute 163.360 (3).

STATUTORY REQUIRED ELEMENTS OF THE PLAN

All *community redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's Comprehensive Plan*, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in *italics*, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the plan.

APPENDIX A

2. Show by diagram and in general terms:

- 2.1. The approximate amount of open space to be provided and the street layout.

APPENDIX B

- 2.2. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

- 2.3. The approximate number of dwelling units.

2,000

- 2.4. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

3. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the homeowner to remain in the redeveloped property.

***Agency* traffic infrastructure improvements are design to improve congestion, environment, and commerce, allowing homeowners in the *Area* improved and more healthy connectivity within and out the *Area*. *Agency* transportation projects also require**

multimodal enhancements such as the LPT. This strategy improves safety and also improves the environment and commerce.

Residents may see an aggregate improvement in community environmental quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

The LPT improves resident availability to most parks, the downtown and waterfront of the Governing body. The Agency's Multimodal strategy creates opportunities for pedestrian and other alternative transportation to access services such as the Police Department, schools, and City Hall.

Even though no families are anticipated to be displaced as a result of the *community redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation, environmental quality, availability of community facilities and services and other matters affecting the physical and social quality of the neighborhood without negatively impacting school population.

4. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

All properties in the *Area* are identified.

5. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

6. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

7. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residents is required.

8. Provide an element of residential use in the *Area* if such use exists in the area prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *housing affordable* to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the *elderly*.

9. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

The *Agency* projects the repayment of projects not limited to housing, public parking, private sector incentives, *dissemination* of information, parks and other public uses.

10. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Community Redevelopment* activities financed by *increment revenues* shall be completed no later than December 31st, 2040 following the adoption of this *Plan*.

APPENDIX A

The Bradenton Community Redevelopment Area, being a portion of Sections 25 and 26, Township 34, Range 17, is generally shown on Appendix A hereto and consists of the following:

All of that land being East of the West right-of-way of 15th Street West, being North of the South right-of-way of 9th Avenue, and being West of the East right-of-way of 15th Street East, and South of the City limit line in the Manatee River,

Commence at a point 1269.65 feet Northerly and 14.91 feet Westerly of the Southeast corner of Section 26, Township 34 South, Range 17 East, said point being the intersection of the centerlines of Manatee Avenue West (State Road #64) and State Road #55 (Station 162+70.68, Section 1313-201); thence North 00°09'53" West, along the centerline of said State Road #55, 649.52 feet to the intersection with the Easterly extension of the North line of that certain parcel of land as described and recorded in O.R. Book 625, pages 169 and 170, Public Records of Manatee County, Florida; thence South 89°10'30" West, along the North line of said certain parcel, and Easterly extension thereof, 100.01 feet to the intersection with the West R/W of said State Road #55 per "Disclaimer" executed by the State of Florida Department of Transportation on June 23, 1976, for the Point of Beginning; thence continue South 89°10'30" West, along said North line, 662.95 feet to the intersection with that certain "Agreement Line" as described and recorded in Deed Book 366, pages 85 and 86, Public Records of Manatee County, Florida; thence South 00°12'00" East, along said certain "Agreement Line", 1.91 feet to the Northeast corner of that certain parcel of land as described and recorded in O.R. Book 613, page 299, Public Records of Manatee County, Florida; thence North 88°05'30" West, along the Northerly line of said certain parcel and the Northerly boundary of Florida Power and Light Company property (Bradenton Sub-Station), 501.06 feet; thence North 01°54'30" East along the Northerly boundary of said Florida Power and Light Company property, 5.40 feet; thence South 82°56'30" West, along said Northerly boundary, 22.21 feet; thence South 53°08'00" West, along said Northerly boundary, 25.00 feet; thence North 59°21'30" West, along said Northerly boundary, 20.50 feet to the Northwest corner of said Florida Power and Light Company; thence North 85°46'38" West, 18.33 feet to the intersection with the Easterly R/W of the Seaboard Coastline Railroad; thence South 85°30'42" West,

perpendicular to said railroad R/W, 130.00 feet to the intersection with the Westerly R/W of said railroad; thence North 04°29'18" West, along said Westerly R/W, 64.62 feet; thence North 88°35'37" West, 16.11 feet to the intersection with the Northerly extension of the Easterly line of Block "C", M.F. Cherry's Subdivision, as recorded in Plat Book 1, page 279, Public Records of Manatee County, Florida, said point also being the Southeasterly corner of that certain parcel of land as described and recorded in O.R. Book 296, pages 736 and 737, Public Records of Manatee County, Florida; thence South 68°03'30" West, along the Southerly boundary of said certain parcel, in O.R. Book 296, pages 736 and 737, 61.13 feet; thence South 87°36'00" West, along said Southerly boundary, 58.90 feet; thence North 00°10'00" West, along said Southerly boundary, 9.72 feet; thence North 54°45'34" West, along said Southerly boundary, 3.67 feet; thence South 86°24'00" West, along said Southerly boundary, 67.09 feet; thence North 86°20'40" West, along said Southerly boundary, 32.38 feet; thence North 78°24'00" West, along said Southerly boundary, 83.93 feet to the intersection with the Northerly extension of the West line of said Block "C", also being the East R/W of 7th Street West; thence North 68°47'53" West, 21.26 feet to the Southeasterly corner of parcel two of that certain parcel of land, as described and recorded in O.R. Book 313, pages 24 through 27, Public Records of Manatee County, Florida, also being the intersection with the Northerly extension of the centerline of said 7th Street West; thence North 71°15'30" West, along the Southerly boundary of said parcel two, 21.27 feet; thence North 70°37'34" West, along the Southerly boundary of said parcel two, and the Southerly boundary of that certain parcel of land as described and recorded in O.R. Book 296, page 739, Public Records of Manatee County, Florida, 67.23 feet; thence North 77°10'31" West, along the Southerly boundary of parcel described in said O.R. Book 296, page 739, and the Northerly boundary of that certain parcel of land, as described and recorded in O.R. Book 338, page 430, Public Records of Manatee County, Florida, 91.77 feet; thence North 75°22'55" West, along the Northerly boundary of parcel described in said O.R. Book 338, page 430, 91.79 feet to the Northwesterly corner of said certain parcel; thence South 04°02'05" West, along the Westerly boundary of said certain parcel, 22.49 feet; thence North 75°02'38" West, along said Westerly boundary, 0.97 feet; thence South 01°19'42" West, along said Westerly boundary, 3.28 feet to the Southeasterly corner of that certain parcel of land, as described and recorded in O.R. Book 298, page 219, Public Records of Manatee County, Florida; thence North 75°02'38" West, along the Southerly line of said certain parcel in O.R. Book 298, page 219, 102.89 feet to the intersection with the East R/w of 8th Street West; thence North 73°23'46" West, 41.46 feet to the intersection with the West R/W of said 8th Street West, said point also being the Southeast corner of parcel one of that certain parcel of land, as described and recorded in O.R. Book 313, pages 24 through 27, Public Records of Manatee County, Florida; thence North 75°02'38" West, along the Southerly line of said parcel one, 127.85 feet; thence North 13°12'55" West, 118.74 feet; thence North 01°24'53" West, 256.19 feet; thence South 89°41'05" West, 42.95 feet; thence South 02°09'55" East, 91.19 feet; thence South 89°41'05" West, 130.69 feet; thence North 00°18'55" West, 287.16 feet, thence North 89°41'05" East, 121.12 feet; thence South 02°09'55" East, 66.58 feet;

thence North 89°41'05" East, 44.53 feet; thence North 01°24'53" West, 155.62 feet to the intersection with the outside-face of an existing concrete seawall; thence South 89°50'21" East, along the outside-face of said seawall, 347.28 feet; thence North 72°07'45" East, along the outside-face of said seawall, 514.63 feet; thence North 82°51'20" East, along the outside-face of said seawall, 23.10 feet; thence North 69°14'21" East, along the outside-face of said seawall, 100.01 feet; thence North 71°44'56" East, along the outside-face of said seawall, 1392.54 feet to the intersection with the West R/W of said State Road #55 per said "Disclaimer"; thence South 00°09'53" East along said R/W, parallel to the centerline of said State Road #55, and 100.0 feet Westerly therefrom, 1474.67 feet to the Point of Beginning; less and except prior easements heretofore granted by said Trustees for railroad and right-of-way purposes to Atlantic Coast Line Railroad (Seaboard Coastline Railroad), containing 3.05 acres, more or less; containing 53.78 net acres.

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023

SUBMITTED BY: Lance Williams, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **BRADENTON CRA**

SUBJECT: Downtown Replacement of Trash Receptacles and Canisters

SUGGESTED ACTION: Approve funding for replacement Trash Receptacles and Canisters

Is this item Quasijudicial?

No

Does this item require a public hearing?

No

EXPLANATION:

30 Existing downtown trash receptacles have become either weathered, damaged, or removed and need replacement. The 30 replacement receptacles are more durable, can hold a larger amount of trash, and are easier to maintain. Additionally, the replacement receptacles are brighter in color and will add to the beautification of the City's downtown core.

FINANCIAL IMPACT:

\$28,192.80 (Receptacles and Canisters)

SUGGESTED MOTION:

Approve

ATTACHMENTS:

[23048382 City of Bradenton.pdf](#)
[Canister Quote.pdf](#)



2160 Whitfield Ave
Sarasota, FL 34243
U.S.A.

Voice: 941-359-0890
Fax: 941-359-0979
Sales Order Fax:(941)216-1234

SALES ORDER

Sales Order Number: **23048382**
Customer ID: CIT11101
Sales Order Date: 8/2/23
Page: 1

Bill To:
City of Bradenton 101 Old Main Street Bradenton, FL 34205

Ship To:
City of Bradenton-Auditorium Lance Williams 101 12th Street West Bradenton, FL 34205 941-224-6187

Customer Contact Info	PO Number	Sales Rep Name
Phone: 941-932-9400	Receptacles (N)	House
Fax:	Shipping Method	Payment Terms
	SE	Net 30 Days

Qty	Item	Description	Price	Amount
		See Darla for pictures		
15	Misc-Poly	Non Standard Poly Item [W98442-Trash Receptacle w/Cover Top w/Key Lock -Smooth Sides-No Routed Grooves P1/Azure TP/GRCO]	833.00	12,495.00
15	Misc-Poly	Non Standard Poly Item [W98442-Trash Receptacle w/Cover Top w/Key Lock -Smooth Sides-No Routed Grooves P1/Orange TP/GRCO]	833.00	12,495.00

Subtotal	24,990.00
Sales Tax	0.00
Freight	0.00
TOTAL ORDER AMOUNT	24,990.00

Your customer service representative is Darla Dozier



Maintenance Too Paper
 629 17th Ave W
 Bradenton, FL 34205
 941-758-6730
 941-753-3705

Quotation
 Page 1 of 1

Merch Total	\$141.45
Taxable Sales	\$0.00
Tax	\$0.00
Handling	\$0.00
Ppd Deposit	\$0.00
Total	\$141.45

CITY OF BRADENTON
 101 12TH STREET WEST
 BRADENTON FL 34205

Date 20-Sep-2023 Valid Until

Salesman JH Quote 224937
 Terms NET 30

Description	Item Code	Quantity	Price	Amount
EA 36G RIGID PL LINER 17X17X27	BU-W36R	1	106.76	\$106.76
EA 36G RIGID PL LINER 17X17X27 36R	BU-W36R	1	106.76	\$106.76

Vend# 1201

\$ 3202.80

460-53400-552500

PR# 2309305

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023
SUBMITTED BY: Jeff Burton, Community Redevelopment Agency
ITEM TYPE: Resolution
AGENDA SECTION: **CENTRAL CRA**
SUBJECT: Central Community Redevelopment Area Master Plan Update
SUGGESTED ACTION: Approve

Is this item Quasijudicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Update of Master Community Redevelopment Plan for the Central Redevelopment Area.

FINANCIAL IMPACT:

None

ATTORNEY REVIEW/RECOMMENDATION:

Yes

SUGGESTED MOTION:

Move to approve Resolution

ATTACHMENTS:

[2023-09-25 CRA CC RESO CRP 1st Approval CM JWB with BW comments \(3989533.1\).pdf](#)

RESOLUTION NO. 23-06

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, RELATING TO THE CENTRAL COMMUNITY REDEVELOPMENT AREA; ACCEPTING THE PROPOSED AMENDEDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA FOR REVIEW AND PROCESSING; RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO REFLECT UPDATED CONDITIONS AND NEEDS TO ADDRESS CONTINUING SLUM. BLIGHT, HOUSING, COMMUNITY POLICING, CONSERVATION, SOCIAL, AND ECONOMIC CONDITIONS AND TO EXTEND THE MASTER PLAN TO DECEMBER 31, 2040, SUBJECT TO A FINDING BY THE CITY OF BRADENTON PLANNING COMMISSION THAT THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA ARE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; DIRECTING THE SECRETARY OF THE COMMUNITY REDEVELOPMENT AGENCY TO FORWARD A COPY OF THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT PROJECT TO THE CITY OF BRADENTON PLANNING COMMISSION; AUTHORIZING THE EXECUTIVE DIRECTOR AND/OR STAFF TO TAKE ALL NECESSARY STEPS TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES TO PROVIDE REQUIRED NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a redevelopment plan must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City of Bradenton by Resolution No. 00-39 on June 14, 2000, as amended by resolution, created a community redevelopment area commonly known as the Central Community Redevelopment Agency; and

WHEREAS, the Central Community Redevelopment Agency Community Redevelopment Plan was originally adopted by City Council Resolution No. 1-01 on September 20, 2001; and

WHEREAS, the City Council of the City of Bradenton by Ordinance No. 2967 on June 24, 2015 declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Central CRA District; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Central CRA District; and appointed the City Council

of the City of Bradenton to serve as the governing body of the CRA (the “CRA Board”); and

WHEREAS, this Community Redevelopment Plan was modified, in part, by City Council Ordinance 4007, clarifying the intent of Community Policing Innovations, on January 18, 2023, and

WHEREAS, as result of changing conditions, the CRA Board desires to amend the Community Redevelopment Plan to reflect updated conditions and needs to address continuing slum, blight, housing, community policing, conservation, social, and economic conditions within the Central Community Redevelopment Project Area (the “Amended Central CRA District Master Plan”); and

WHEREAS, the modified Community Redevelopment Plan includes the boundaries of the Central Community Redevelopment Project Area and extends the time certain for completing all redevelopment financed by increment revenues as contained in the existing Community Redevelopment Plan, which date is December 31, 2040.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA,
THAT:**

Section 1. The Board of the Community Redevelopment Agency of the City of Bradenton hereby accepts the proposed Amended Central CRA District Master Plan for review and processing and recommends that the City Council of the City of Bradenton approve the proposed Amended Central CRA District Master Plan, which is attached hereto and incorporated herein as Exhibit "A," subject to a finding by the City of Bradenton Planning Commission that the Amended Central CRA District Master Plan is consistent with the City's Comprehensive Plan

Section 2. The Secretary of the CRA is directed to forward a copy of said Amended Central CRA District Master Plan to the City of Bradenton Planning Commission for review by said Commission as the local planning agency pursuant to Section 163.360, Florida Statutes.

Section 3. The proper officers and staff of the CRA are hereby directed and authorized to perform such acts or services required to provide required notice pursuant to Chapter 163, Florida Statutes.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, with quorum present and voting, this _____ day of _____, 2023

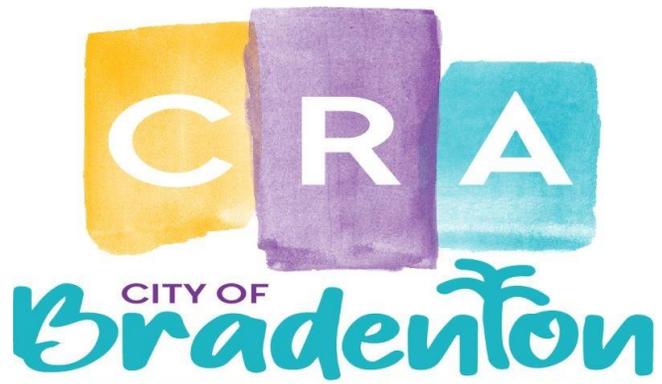
ATTEST:

JEFF BURTON, EXECUTIVE DIRECTOR

JOSH CRAMER, CHAIR

APPROVED AS TO FORM:

Scott Rudacille, CRA Attorney



Redevelopment Area Plan

Central Community Redevelopment Area

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COMMUNITY REDEVELOPMENT AGENCY

CHAIR

Josh Cramer

VICE CHAIR

Marianne Barnebey

BOARD OF COMMISSIONERS

Pam Coachman

Lisa Gonzalez Moore

Jayne Kocher

LEGAL

Scott Rudacille

Marisa Powers

STAFF

Jeff Burton

Christopher Munyon

Karen Keyser

Jean Farmer



DEFINITIONS

Act is the Community Redevelopment Act of 1969.¹

Affordable Housing is defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1. Extremely low income describes a family at or below 30% of area median income.
2. Very low income describes a family at or below 50% of area median income.
3. Low income describes a family at or below 80% of area median income.
4. Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs).

The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.²

Area is a Florida Statute³ designated *redevelopment* area. For this document, the Central *Redevelopment Area* described in APPENDIX A.

Blighted Area is an area in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

1. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
2. Aggregate assessed values of real property in the Area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
4. Unsanitary or unsafe conditions.
5. *Deterioration* of site or other improvements.
6. Inadequate and outdated building density patterns.
7. Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
8. Tax or special assessment delinquency exceeding the fair value of the land.
9. Residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.
10. Incidence of crime in the *Area* higher than in the remainder of the county or municipality.
11. Fire and emergency medical service calls to the *Area* proportionately higher than in the remainder of the county or municipality.
12. A greater number of violations of the Florida Building Code in the *Area* than the number of violations recorded in the remainder of the *Governing Body*.

¹ Florida statute 163.330

² The Florida Housing Coalition's Affordable Housing in Florida (1)

³ Florida statutes 163.362 (1)

13. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
14. Governmentally owned property with adverse environmental conditions caused by a public or private entity.
15. A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term “*Blighted Area*” also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted*. For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.⁴

Board of Commissioners (Board) provides oversight to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.⁵

Conservation means the following:

1. A careful preservation and protection of something.
2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
3. The preservation of a physical quantity during transformations or reactions.

Community Advisory Committee (CAC) is an *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

Community Policing Innovation is a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol.⁶

Community Redevelopment or **Redevelopment** means undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and economically distressed, or *rehabilitation* or *conservation* in an *area*, or any combination or part thereof, in accordance with a *plan* and may include the preparation of such a *plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

⁴ Florida Statute 163.340 (8)

⁵ City of Bradenton Ordinance 2967

⁶ Florida Statute 163.340 Definitions. (23)

1. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *area* or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.⁷

Community Redevelopment Agency (Agency) is a public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute.⁸ For this document, The *Community Redevelopment Agency* of the City of Bradenton.⁹

Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime. *CPTED* is pronounced 'sep-ted' and it is also known around the world as Designing Out Crime, defensible space, and other similar terms.¹⁰

Deteriorated means weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.¹¹

Disseminate means to spread abroad as though sowing seed. To disperse throughout.¹²

Elderly means persons 62 years of age or older.¹³

Governing Body is the council, commission, or other legislative body charged with governing the county or municipality.¹⁴ For this document, the Bradenton City Council is the governing body.

Increment Revenue is the non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *area*.

Intensify means to grow stronger or more acute.¹⁵

Nonconformities means a use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not no conform to the [current] regulations.¹⁶

⁷ Florida Statute 163.340 Definitions. (9)

⁸ Florida Statute 163.340 Definitions. (1)

⁹ City of Bradenton Resolution 81-62

¹⁰ <https://www.cpted.net/>

¹¹ 2018 International Code Council, International Property Maintenance Code. (202)

¹² <https://www.merriam-webster.com/dictionary/disseminate>

¹³ Florida Statute 420.503 (16)

¹⁴ Florida Statute 163.340 Definitions (3)

¹⁵ <https://www.merriam-webster.com/dictionary/intensify>

¹⁶ 2021 International Zoning Code

Redevelopment Plan (Plan) is the approved *redevelopment* directions as exists from time to time, for an *area*.¹⁷ For this document, the *Plan* is the 2023 Central Community Redevelopment Plan.

Rehabilitate means the following:

1. To restore to a former capacity.
2. To restore to good repute:
3. Reestablish the good name of.
4. Restore to a former state.
5. Restore or bring to a condition of health or useful and constructive activity.

Revitalize means to give new life or vigor to.

Slum Area (slums) is an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
2. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
3. The existence of conditions that endanger life or property by fire or other causes.¹⁸

¹⁷ Florida Statute 163.340 (11)

¹⁸ Florida Statute 163.340 (7)

GOAL 1 COMMERCE

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities, diverse retail, industrial, commercial, and not-for-profit economies.

Intent

The *Agency* may encourage commerce according to the following activities:

1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole, and *rehabilitate* or *redevelop* the *Area* by private enterprise.¹⁹
2. The *rehabilitation* and *revitalization* of economically distressed *deteriorated* coastal resorts and tourist areas.²⁰
3. Removal of *blighted* conditions that include areas that lead to economic distress²¹ and economic and social liabilities that impose onerous burdens, which ... delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.²²
4. *Revitalization* and *redevelopment* of a coastal tourist area that is *deteriorating* and economically distressed reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.²³
5. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.²⁴

Policies

1. *Increment revenue* incentives, grants and other funding may be used for the following:
 - 1.1. *Revitalization* of the coastal tourist area, especially those entities that draw more than 100,000 tourists annually or lease property from *Agency* trust fund participating entities.
 - 1.2. Reduction or maintenance of natural disaster evacuation times.
 - 1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.
2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:
 - 2.1. CAC
 - 2.2. Architectural Review Board.
 - 2.3. Tree & Land Preservation Board.
 - 2.4. Planning Commission.
 - 2.5. Code Enforcement Special Magistrate.
 - 2.6. Nuisance Abatement Board.
 - 2.7. Bradenton Housing Authority.
 - 2.8. Affordable Housing Advisory Committee.
 - 2.9. Public Art Advisory Board.
3. Encourage new public and private employment and housing opportunities in the *Area*.
4. Encourage the growth of taxable real property in the *Area*.
5. Support the development of a maker space or business incubator.

¹⁹ Florida Statute 163.345 (1)

²⁰ Florida Statute 163.340 (9)

²¹ Florida Statute 163.340 (8)

²² Florida Statute 163.335 (1)

²³ Florida Statute 163.360 (7)

²⁴ Florida Statute 163.335 (6)

GOAL 2 CULTURE

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*.

Intent

The *Agency* may *intensify*²⁵ the *Governing Body*'s cultural activities as following:

1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.²⁶
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof ... necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.²⁷
3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.²⁸
4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.²⁹

Policies

1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:
 - 1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.
 - 1.2. Governing Body Architecture and Historic Preservation Board historically certified sites.
 - 1.3. Artistic sites certified by the Public Art Advisory Board.
2. The implementation of public and private art may be considered as an *increment revenue* expenditure.
3. Special consideration will be given to *conserving* existing social cultures by supporting a Mainstreet program created through the State of Florida Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

²⁵ Florida Statute 163.340 (23)

²⁶ Florida Statute 163.340 (9)

²⁷ Florida Statute 163.355 (2)

²⁸ Florida Statute 163.355 (2)

²⁹ Florida Statute 163.335 (6)

GOAL 3 EMERGENCY MANAGEMENT AND RESILIENCY

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in the mitigation, preparedness, response, and recovery of the *Area* in response to an emergency or long-term sustainable *redevelopment*.

Intent

The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

1. Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted* area.³⁰
2. *Agencies* are charged with the elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*.³¹
3. *Slums* have physical or economic conditions that are conducive to disease...³²
4. *Blight* leads to economic distress and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.³³
5. The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.³⁴

Policies

1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *Increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.
2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.
3. Emergency remediation activities may include any activities agreed upon in a *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.
4. *Increment revenue* may be used to address sustainable *redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

³⁰ Florida Statute 163.360 (10)

³¹ Florida Statute 163.50

³² Florida Statute 163.340 (7)

³³ Florida Statute 163.340 (8)

³⁴ Florida Statute 163.360 (7)

GOAL 4 HOUSING

The Agency may focus resources to reduce *slums* and *blight* through the *redevelopment* of residential and mixed-use structures.

Intent

The Agency may *intensify* the *Governing Body's* housing stock by:

1. Providing for the *Area's* low to moderate housing development...The Agency may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.³⁵
2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.³⁶
3. Develop, test, report methods and techniques, and carry out demonstrations and other activities ... for new or improved means of providing sustainable and resilient housing.³⁷
4. Providing *affordable housing* to residents of low or moderate income, including the elderly.³⁸

Policies

The Agency may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.
2. Support *rehabilitation* grants for *deteriorated* housing.
3. Complement financing programs for infill development and housing affordability for low and moderate-income households.
4. Incentivize developers for providing housing sites.
5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.
6. Examine additional density bonuses for the inclusion of *affordable housing* units within each residential project and establish *intensity* bonuses for the inclusion of affordable units within the mixed-use development.
7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:
 - 8.1. Land trusts and land banks.
 - 8.2. Rental or ownership markets.
 - 8.3. Alternative energy point sourcing
 - 8.4. Pocket neighborhoods,
 - 8.5. Sustainably affordable financial accommodations.
 - 8.6. Natural disaster and energy resilient construction.
9. The Agency shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.

³⁵ Florida Statute 163.360 (2) (c)

³⁶ Florida Statute 163.340 (9)

³⁷ Florida Statute 163.370 (j)

³⁸ Florida Statute 163.350

GOAL 5 IMAGE

For *dissemination* through the elimination or reduction of *slums* and *blighted areas* in the *Area* by means of *redevelopment*, the *Agency* may create images of "Bradenton" promoting a safe, vibrant, diverse, developing, and redeveloping community.

Intent

The *Agency* may *disseminate slum* clearance and *redevelopment* information as following:

1. File an annual report.³⁹
2. Sponsor and finance *dissemination* of *redevelopment* in the *Area* for the following:
 - 2.1. Commerce
 - 2.2. Culture
 - 2.3. Emergency Management and Resiliency
 - 2.4. Housing
 - 2.5. Image
 - 2.6. Infrastructure
 - 2.7. Property Maintenance
 - 2.8. Public Safety
3. File an audit.⁴⁰
4. Apply for third-party *redevelopment* awards from a related associations and conferences.
5. Teach *redevelopment* classes.
6. Earn certification related to *redevelopment* activities.

Policies

1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
2. Develop the *Agency* brand.
3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
 - 3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
 - 3.2. finance events that visibly increases the presence of community policing as an element of a *community policing innovation* plan.
4. Establish at least one *Area* merchants' association main street program.

³⁹ Florida Statute 163.371 (2)

⁴⁰ Florida Statute 163.387 (8)

GOAL 6 INFRASTRUCTURE

The *Agency* may focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards.

Intent

The *Agency* may *intensify* the *Governing Body's* infrastructure projects by the following:

1. Undertake programs, and projects for the elimination of *blight* that includes the following:
 - 1.1. Inadequacies such as transportation facilities, including transit services, parking resources, street layouts, lot layouts, ⁴¹ roadways, and bridges. ⁴²
 - 1.2. Traffic congestion.¹⁸
2. Construct parks, playgrounds, other public improvements, and structures. ¹⁹
3. Remediate and *redevelop* properties, including the following:
 - 3.1. *Rehabilitation* or *conservation* in the *Area*. ⁴³
 - 3.2. *Rehabilitation* or *conservation* of *slum* and *blighted areas* or portions thereof...⁴⁴
 - 3.3. *Rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of the *Area*. ⁴⁵
 - 3.4. Governmentally owned property with adverse environmental conditions caused by a public or private entity.⁴⁶
4. *Intensify* the *Governing Body's* maintenance programs.

Policies

1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a city Capital Improvement Plan for three years.⁴⁷
2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs.
3. Improve access to public parks and open spaces.
4. Support city and county, leased placemaking destinations that encourage economic, environmental, and social well-being.
5. Plan and implement large (greater than 2 acres) parks and public access to the water.
6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
7. Install Low Impact Development (LID) including permeable pavers and bioswales.
8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
9. Prioritize improvements at intersections with unusually high accident rates.
10. Construct "welcome signs" located at the gateways into the *Area* and wayfinding signs.
11. Maintain existing access and seek opportunities to increase public access to the waterfront.
12. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
13. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
14. Address environmental concerns and *redevelopment* related to brownfield sites and areas.

⁴¹ Florida Statute 163.335 (4)

⁴² Florida Statute 163.350

⁴³ Florida Statute 163.340 (9)

⁴⁴ Florida Statute 163.350

⁴⁵ Florida Statute 163.335 (2)

⁴⁶ Florida Statute 163.340 (n)

⁴⁷ Florida Statute 163.370 (3) (b)

GOAL 7 PROPERTY MAINTENANCE

The *Agency* may engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities, thus enhancing the elimination or reduction of *slums* and *blighted areas*.

Intent

The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:

1. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements.⁴⁸
2. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements.⁴⁹
3. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise... including... the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.⁵⁰

Policies

1. Support city compliance by *intensify* compliance efforts in the *Area*.
2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.
3. Use incentives to aid code compliance.
4. The *Agency* may assist in the correction of *non-conformities*.

⁴⁸ Florida Statute 163.370 (2) (h) 1

⁴⁹ Florida Statute 163.370 (2) (h) 2

⁵⁰ Florida Statute 163.345 (1)

GOAL 8 PUBLIC SAFETY

The *Agency* may focus resources on reducing or eliminating crime and increasing public safety through *community policing innovations*.

Intent

The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

1. The powers conferred...are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.⁵¹
2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*⁵²
3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except...the power to approve the development of *community policing innovations*.⁵³
4. The ... *Plan* may provide for developing and implementing *community policing innovations*.⁵⁴

Policies

The *Agency* shall not institute *community policing innovation* unless:

1. The *Governing Body* has approved its development.
2. It is noted in the *Plan*.

The *Agency* may assist the *Governing Body* according to the following:

1. The *increment revenue* funding provides for a strengthening of existing policing resources.
2. Encourage *community policing innovation though CPTED* in buildings, streets, and other designs.
4. Make use of *community policing innovation* as defined by its *redevelopment* definition.⁵⁵
5. Make use of *CPTED*.
6. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation and redevelopment*.
7. Address homelessness and vagrancy issues.

⁵¹ Florida Statute 163.335 (3)

⁵² Florida Statute 163.356(e)

⁵³ Florida Statute 163.358 (5)

⁵⁴ Florida Statute 163.360 (3).

STATUTORY REQUIRED ELEMENTS OF THE PLAN

All *community redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's Comprehensive Plan*, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in *italics*, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the plan.

APPENDIX A

2. Show by diagram and in general terms:

- 2.1. The approximate amount of open space to be provided and the street layout.

APPENDIX B

- 2.2. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

- 2.3. The approximate number of dwelling units.

2,000

- 2.4. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

3. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the homeowner to remain in the redeveloped property.

***Agency* traffic infrastructure improvements are design to improve congestion, environment, and commerce, allowing homeowners in the *Area* improved and more healthy connectivity within and out the *Area*. *Agency* transportation projects also require**

multimodal enhancements such as the LPT. This strategy improves safety and also improves the environment and commerce.

Residents may see an aggregate improvement in community environmental quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

The LPT improves resident availability to most parks, the downtown and waterfront of the Governing body. The Agency's Multimodal strategy creates opportunities for pedestrian and other alternative transportation to access services such as the Police Department, schools, and City Hall.

Even though no families are anticipated to be displaced as a result of the *community redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation, environmental quality, availability of community facilities and services and other matters affecting the physical and social quality of the neighborhood without negatively impacting school population.

4. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

All properties in the *Area* are identified.

5. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

6. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

7. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residents is required.

8. Provide an element of residential use in the *Area* if such use exists in the area prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *housing affordable* to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the *elderly*.

9. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

The *Agency* projects the repayment of projects not limited to housing, public parking, private sector incentives, *dissemination* of information, parks and other public uses.

10. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Community Redevelopment* activities financed by *increment revenues* shall be completed no later than December 31st, 2040 following the adoption of this *Plan*.

APPENDIX

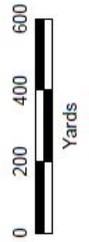
BEGIN AT THE INTERSECTION OF 7TH AVENUE EAST AND 27TH STREET EAST, THEN GO SOUTH ALONG 27TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST, THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LIMIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE EAST, THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO SOUTH ALONG 9TH STREET EAST FOLLOWING THE CITY LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10"W A DISTANCE OF 142.73', THENCE W N53D11'51"W A DISTANCE OF 1259.78', THENCE N N11D42'27" E A DISTANCE OF 1343.98', THENCE W A DISTANCE OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET, THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A DISTANCE OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST TO 8TH STREET WEST, THEN GO NORTH ALONG 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, THEN GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE INTERSECTION OF 15TH STREET EAST, THEN GO NORTH ALONG 15TH STREET EAST TO THE INTERSECTION OF MANATEE AVENUE EAST, THEN GO EAST ALONG MANATEE AVENUE EAST TO THE INTERSECTION OF 19TH STREET EAST, THEN GO SOUTH ALONG 19TH STREET EAST TO THE INTERSECTION OF 7TH AVENUE EAST, THEN GO EAST ALONG 7TH

AVENUE EAST TO THE INTERSECTION OF 27TH STREET EAST, WHICH IS THE POINT OF BEGINNING.

APPENDIX B



Legend
Central CRA
City of Bradenton



Central CRA

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: September 28, 2023
SUBMITTED BY: Jeff Burton, Community Redevelopment Agency
ITEM TYPE: Resolution
AGENDA SECTION: **14TH STREET CRA**
SUBJECT: Tamiami Trail (14th Street) Redevelopment Area
Master Plan Update and Rename the Area
SUGGESTED ACTION: Approve

Is this item Quasijudicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Update of Master Community Redevelopment Plan for the 14th Street Redevelopment Area and rename area to the Tamiami Trail Redevelopment Area.

FINANCIAL IMPACT:

None

ATTORNEY REVIEW/RECOMMENDATION:

Yes

SUGGESTED MOTION:

Move to approve Resolution.

ATTACHMENTS:

[2023-09-12 CRA TT RESO CRP 1st Approval JWB with BW comments\(3989533.1\).pdf](#)

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, RELATING TO THE 14TH STREET COMMUNITY REDEVELOPMENT AREA; RENAMING THE AREA AS THE TAMIAMI TRAIL REDEVELOPMENT AREA; ACCEPTING THE PROPOSED AMENDEDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE 14TH STREET COMMUNITY REDEVELOPMENT AREA FOR REVIEW AND PROCESSING; RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE 14 STREET COMMUNITY REDEVELOPMENT AREA TO REFLECT UPDATED CONDITIONS AND NEEDS TO ADDRESS CONTINUING SLUM. BLIGHT, HOUSING, COMMUNITY POLICING, CONSERVATION, SOCIAL, AND ECONOMIC CONDITIONS AND TO EXTEND THE MASTER PLAN TO DECEMBER 31, 2040, SUBJECT TO A FINDING BY THE CITY OF BRADENTON PLANNING COMMISSION THAT THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE 14TH STREET COMMUNITY REDEVELOPMENT AREA ARE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; DIRECTING THE SECRETARY OF THE COMMUNITY REDEVELOPMENT AGENCY TO FORWARD A COPY OF THE AMENDMENTS TO THE REDEVELOPMENT MASTER PLAN FOR THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE CITY OF BRADENTON PLANNING COMMISSION; AUTHORIZING THE EXECUTIVE DIRECTOR AND/OR STAFF TO TAKE ALL NECESSARY STEPS TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES TO PROVIDE REQUIRED NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a redevelopment plan must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City of Bradenton by Resolution No. 93-62 on October 27, 1993, as amended by resolution, created a community redevelopment area commonly known as the 14th Street Community Redevelopment Project; and

WHEREAS, the Bradenton Community Redevelopment Area Community Redevelopment Plan was originally adopted by City Council Resolution No. 94-45 on October July 27, 1994; and

WHEREAS, the City Council of the City of Bradenton by Ordinance No. 2967 on June 24, 2015 declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the 14th Street CRA District; established the Community

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Redevelopment Agency (the “CRA”) to serve as the agency for all community redevelopment areas of the City of Bradenton, including the 14th Street CRA District; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the “CRA Board”); and

WHEREAS, this Community Redevelopment Plan was modified by City Council Ordinance 22-4005 on January 18, 2023; and

WHEREAS, this Community Redevelopment Agency Board wishes to change the name of the 14th Street Community Redevelopment Area to the Tamiami Trail Community Redevelopment Area; and

WHEREAS, as result of changing conditions, the CRA Board desires to amend the Community Redevelopment Plan to reflect updated conditions and needs to address continuing slum, blight, housing, community policing, conservation, social, and economic conditions within the 14th Street Community Redevelopment Area (the “Amended 14th Street CRA District Master Plan”); and

WHEREAS, the modified Community Redevelopment Plan includes the boundaries of the 14th Street Community Redevelopment Area and extends the time certain for completing all redevelopment financed by increment revenues as contained in the existing Community Redevelopment Plan, which date is December 31, 2040.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA,
THAT:**

Section 1. The Board of the Community Redevelopment Agency of the City of Bradenton hereby accepts the proposed Amended Tamiami Trail CRA District Master Plan for review and processing and recommends that the City Council of the City of Bradenton approve the proposed Amended Tamiami Trail CRA District Master Plan, which is attached hereto and incorporated herein as Exhibit "A," subject to a finding by the City of Bradenton Planning Commission that the Amended Tamiami Trail CRA District Master Plan is consistent with the City's Comprehensive Plan

Section 2. The Secretary of the CRA is directed to forward a copy of said Amended Tamiami Trail CRA District Master Plan to the City of Bradenton Planning Commission for review by said Commission as the local planning agency pursuant to Section 163.360, Florida Statutes.

Section 3. The proper officers and staff of the CRA are hereby directed and authorized to perform such acts or services required to provide required notice pursuant to Chapter 163, Florida Statutes.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, with quorum present and voting, this _____ day of _____, 203

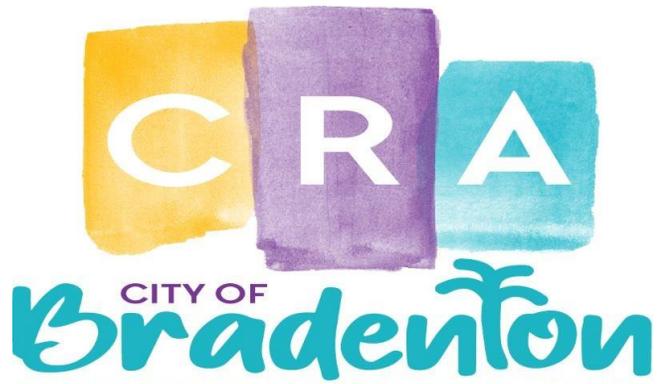
ATTEST:

JEFF BURTON, EXECUTIVE DIRECTOR

JOSH CRAMER, CHAIR

APPROVED AS TO FORM:

Scott Rudacille, CRA Attorney



Redevelopment Area Plan

Tamiami Trail Redevelopment Area



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COMMUNITY REDEVELOPMENT AGENCY

CHAIR

Josh Cramer

VICE CHAIR

Marianne Barnebey

BOARD OF COMMISSIONERS

Pam Coachman

Lisa Gonzalez Moore

Jayne Kocher

LEGAL

Scott Rudacille

Marisa Powers

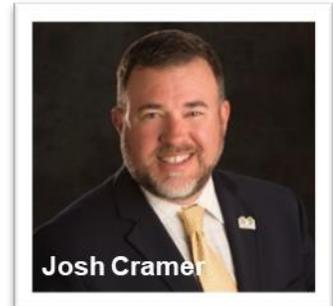
STAFF

Jeff Burton

Christopher Munyon

Karen Keyser

Jean Farmer



DEFINITIONS

Act is the Community Redevelopment Act of 1969.¹

Affordable Housing is defined in terms of the income of the people living in the home. The family must be income eligible. Income eligibility is defined in terms of area median income, adjusted for family size.

1. Extremely low income describes a family at or below 30% of area median income.
2. Very low income describes a family at or below 50% of area median income.
3. Low income describes a family at or below 80% of area median income.
4. Moderate income describes a family at or below 120% of area median income (at or below 100% of median income for federal programs).

The median income is determined by the Department of Housing and Urban Development (HUD) by county or Metropolitan Statistical Areas (MSAs). Median incomes are updated annually by HUD.²

Area is a Florida Statute³ designated *redevelopment* area. For this document, the Downtown Redevelopment Area described in APPENDIX A.

Blighted Area is an area in which there are a substantial number of *deteriorated* or *deteriorating* structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

1. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
2. Aggregate assessed values of real property in the Area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
4. Unsanitary or unsafe conditions.
5. *Deterioration* of site or other improvements.
6. Inadequate and outdated building density patterns.
7. Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
8. Tax or special assessment delinquency exceeding the fair value of the land.
9. Residential and commercial vacancy rates higher in the Area than in the remainder of the county or municipality.
10. Incidence of crime in the Area higher than in the remainder of the county or municipality.
11. Fire and emergency medical service calls to the Area proportionately higher than in the remainder of the county or municipality.
12. A greater number of violations of the Florida Building Code in the Area than the number of violations recorded in the remainder of the *Governing Body*.

¹ Florida statute 163.330

² The Florida Housing Coalition's Affordable Housing in Florida (1)

³ Florida statutes 163.362 (1)

13. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the *deteriorated* or hazardous area.
14. Governmentally owned property with adverse environmental conditions caused by a public or private entity.
15. A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term "*Blighted Area*" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the *Agency* or by resolution, that the *area* is *blighted*. Such agreement or resolution must be limited to a determination that the *Area* is *blighted*. For purposes of qualifying for the tax credits authorized in Florida statute chapter 220.⁴

Board of Commissioners (Board) provides oversight to the *Agency*, and is appointed by the *Governing Body*. For this *Agency*, the Bradenton City Council appointed itself as the *Board* on June 24, 2015.⁵

Conservation means the following:

1. A careful preservation and protection of something.
2. Planned management of a natural resource to prevent exploitation, destruction, or neglect.
3. The preservation of a physical quantity during transformations or reactions.

Community Advisory Committee (CAC) is an *Agency* subcommittee providing *redevelopment* recommendations to the *Board*.

Community Policing Innovation is a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or *intensified* motorized patrol.⁶

Community Redevelopment or **Redevelopment** means undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, or for the reduction or prevention of crime, or for the provision of *affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and *redevelopment* in an *area* or *rehabilitation* and *revitalization* of coastal resort and tourist areas that are *deteriorating* and economically distressed, or *rehabilitation* or *conservation* in an *area*, or any combination or part thereof, in accordance with a *plan* and may include the preparation of such a *plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

⁴ Florida Statute 163.340 (8)

⁵ City of Bradenton Ordinance 2967

⁶ Florida Statute 163.340 Definitions. (23)

1. One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and,
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of such *area* or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.⁷

Community Redevelopment Agency (Agency) is a public agency created by the *Governing Body* to perform *redevelopment* in the *Area* pursuant to Florida Statute.⁸ For this document, The *Community Redevelopment Agency* of the City of Bradenton.⁹

Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime. *CPTED* is pronounced 'sep-ted' and it is also known around the world as Designing Out Crime, defensible space, and other similar terms.¹⁰

Deteriorated means weakened, disintegrated, corroded, rusted, or decayed and loss of effectiveness.¹¹

Disseminate means to spread abroad as though sowing seed. To disperse throughout.¹²

Elderly means persons 62 years of age or older.¹³

Governing Body is the council, commission, or other legislative body charged with governing the county or municipality.¹⁴ For this document, the Bradenton City Council is the governing body.

Increment Revenue is the non-ad valorem tax funds placed in an *Agency* trust fund to generate *redevelopment* in its *area*.

Intensify means to grow stronger or more acute.¹⁵

Nonconformities means a use that lawfully occupied a building or land at the time [the] code became effective, which has been lawfully continued and which does not conform to the [current] regulations.¹⁶

Redevelopment Plan (Plan) is the approved *redevelopment* directions as exists from time to time, for an *area*.¹⁷ For this document, the *Plan* is the 2023 Downtown Community Redevelopment Plan.

⁷ Florida Statute 163.340 Definitions. (9)

⁸ Florida Statute 163.340 Definitions. (1)

⁹ City of Bradenton Resolution 81-62

¹⁰ <https://www.cpted.net/>

¹¹ 2018 International Code Council, International Property Maintenance Code. (202)

¹² <https://www.merriam-webster.com/dictionary/disseminate>

¹³ Florida Statute 420.503 (16)

¹⁴ Florida Statute 163.340 Definitions (3)

¹⁵ <https://www.merriam-webster.com/dictionary/intensify>

¹⁶ 2021 International Zoning Code

¹⁷ Florida Statute 163.340 (11)

Rehabilitate means the following:

1. To restore to a former capacity.
2. To restore to good repute:
3. Reestablish the good name of.
4. Restore to a former state.
5. Restore or bring to a condition of health or useful and constructive activity.

Revitalize means to give new life or vigor to.

Slum Area (slums) is an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, *deterioration*, age, or obsolescence, and exhibiting one or more of the following factors:

1. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
2. High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code, or
3. The existence of conditions that endanger life or property by fire or other causes.¹⁸

¹⁸ Florida Statute 163.340 (7)

GOAL 1 COMMERCE

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities, diverse retail, industrial, commercial, and not-for-profit economies.

Intent

The *Agency* may encourage commerce according to the following activities:

1. To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan's* provisions consistently with the sound needs of the *Governing Body* as a whole, and *rehabilitate* or *redevelop* the *Area* by private enterprise.¹⁹
2. The *rehabilitation* and *revitalization* of economically distressed *deteriorated* coastal resorts and tourist areas.²⁰
3. Removal of *blighted* conditions that include areas that lead to economic distress²¹ and economic and social liabilities that impose onerous burdens, which ... delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities.²²
4. *Revitalization* and *redevelopment* of a coastal tourist area that is *deteriorating* and economically distressed reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.²³
5. Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.²⁴

Policies

1. *Increment revenue* incentives, grants and other funding may be used for the following:
 - 1.1. *Revitalization* of the coastal tourist area, especially those entities that draw more than 100,000 tourists annually or lease property from *Agency* trust fund participating entities.
 - 1.2. Reduction or maintenance of natural disaster evacuation times.
 - 1.3. Ensure property protection against natural disaster exposure, including, but not limited to hurricanes, sea-level-rise, excessive warming, and carbon emission reduction.
2. Encourage, to the greatest extent feasible, private enterprise *redevelopment* according to the *Plan* giving special consideration to recommendations by the following:
 - 2.1. CAC.
 - 2.2. Architectural Review Board.
 - 2.3. Tree & Land Preservation Board.
 - 2.4. Planning Commission.
 - 2.5. Code Enforcement Special Magistrate.
 - 2.6. Nuisance Abatement Board.
 - 2.7. Bradenton Housing Authority.
 - 2.8. Affordable Housing Advisory Committee.
 - 2.9. Public Art Advisory Board.
3. Encourage new public and private employment and housing opportunities in the *Area*.
4. Encourage the growth of taxable real property in the *Area*.
5. Support the development of a maker space or business incubator.

¹⁹ Florida Statute 163.345 (1)

²⁰ Florida Statute 163.340 (9)

²¹ Florida Statute 163.340 (8)

²² Florida Statute 163.335 (1)

²³ Florida Statute 163.360 (7)

²⁴ Florida Statute 163.335 (6)

GOAL 2 CULTURE

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* conserve and *rehabilitate* the *Area*.

Intent

The *Agency* may *intensify*²⁵ the *Governing Body*'s cultural activities as following:

1. Activities, projects, *rehabilitation*, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.²⁶
2. The *rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof ... necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.²⁷
3. The susceptible *conservation* or *rehabilitation* in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and those salvageable *slums* and *blighted areas* can be *conserved* and *rehabilitated* through appropriate public action.²⁸
4. Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and economic and social development.²⁹

Policies

1. *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:
 - 1.1. Cultural sites, not limited to museums, aquariums, theatres, performing art centers, or convention centers.
 - 1.2. Governing Body Architecture and Historic Preservation Board historically certified sites.
 - 1.3. Artistic sites certified by the Public Art Advisory Board.
2. The implementation of public and private art may be considered as an *increment revenue* expenditure.
3. Special consideration will be given to *conserving* existing social cultures by supporting a Mainstreet program created through the State of Florida Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

²⁵ Florida Statute 163.340 (23)

²⁶ Florida Statute 163.340 (9)

²⁷ Florida Statute 163.355 (2)

²⁸ Florida Statute 163.355 (2)

²⁹ Florida Statute 163.335 (6)

GOAL 3 EMERGENCY MANAGEMENT AND RESILIENCY

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in the mitigation, preparedness, response, and recovery of the *Area* in response to an emergency or long-term sustainable *redevelopment*.

Intent

The *Agency* may *intensify* existing resiliency or post-disaster *rehabilitation* of the *Area* as follows:

1. Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs *redevelopment* or *rehabilitation* resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.³⁰
2. *Agencies* are charged with the elimination and prevention of *slums* and *blight* and encourage community *rehabilitation*.³¹
3. *Slums* have physical or economic conditions that are conducive to disease...³²
4. *Blight* leads to economic distress and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.³³
5. The *Plan* and resulting *revitalization* and *redevelopment* for a coastal tourist area that is *deteriorating* and economically distressed will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.³⁴

Policies

1. *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area and reduce or maintain evacuation time and ensure property protection against natural disaster exposure. *Increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board*, *Governing Body*, and all associated taxing authorities deem its duration by interlocal agreement.
2. *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities.
3. Emergency remediation activities may include any activities agreed upon in a *Board*, *Governing Body*, and all associated taxing authorities in an interlocal agreement.
4. *Increment revenue* may be used to address sustainable *redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

³⁰ Florida Statute 163.360 (10)

³¹ Florida Statute 163.50

³² Florida Statute 163.340 (7)

³³ Florida Statute 163.340 (8)

³⁴ Florida Statute 163.360 (7)

GOAL 4 HOUSING

The *Agency* may focus resources to reduce *slums* and *blight* through the *redevelopment* of residential and mixed-use structures.

Intent

The *Agency* may *intensify* the *Governing Body's* housing stock by:

1. Providing for the *Area's* low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.³⁵
2. Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.³⁶
3. Develop, test, report methods and techniques, and carry out demonstrations and other activities ... for new or improved means of providing sustainable and resilient housing.³⁷
4. Providing *affordable housing* to residents of low or moderate income, including the elderly.³⁸

Policies

The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

1. Develop rent buydowns for workforce housing, especially for employees in the *Area*.
2. Support *rehabilitation* grants for *deteriorated* housing.
3. Complement financing programs for infill development and housing affordability for low and moderate-income households.
4. Incentivize developers for providing housing sites.
5. Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.
6. Examine additional density bonuses for the inclusion of *affordable housing* units within each residential project and establish *intensity* bonuses for the inclusion of affordable units within the mixed-use development.
7. Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.
8. Develop new methodologies for low, moderate, workforce, and market rate housing not limited to:
 - 8.1. Land trusts and land banks.
 - 8.2. Rental or ownership markets.
 - 8.3. Alternative energy point sourcing
 - 8.4. Pocket neighborhoods,
 - 8.5. Sustainably affordable financial accommodations.
 - 8.6. Natural disaster and energy resilient construction.
9. The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less than market value housing.

³⁵ Florida Statute 163.360 (2) (c)

³⁶ Florida Statute 163.340 (9)

³⁷ Florida Statute 163.370 (j)

³⁸ Florida Statute 163.350

GOAL 5 IMAGE

For *dissemination* through the elimination or reduction of *slums* and *blighted areas* in the *Area* by means of *redevelopment*, the *Agency* may create images of "Bradenton" promoting a safe, vibrant, diverse, developing, and redeveloping community.

Intent

The *Agency* may *disseminate slum* clearance and *redevelopment* information as following:

1. File an annual report.³⁹
2. Sponsor and finance *dissemination* of *redevelopment* in the *Area* for the following:
 - 2.1. Commerce
 - 2.2. Culture
 - 2.3. Emergency Management and Resiliency
 - 2.4. Housing
 - 2.5. Image
 - 2.6. Infrastructure
 - 2.7. Property Maintenance
 - 2.8. Public Safety
3. File an audit.⁴⁰
4. Apply for third-party *redevelopment* awards from a related associations and conferences.
5. Teach *redevelopment* classes.
6. Earn certification related to *redevelopment* activities.

Policies

1. *Disseminate* positive information that reflects the *Agency's* programs and services through various mediums, programs, and projects.
2. Develop the *Agency* brand.
3. Maximize public opportunities to *disseminate Agency* activities and information, including the following:
 - 3.1. Finance public events to thoroughly disperse and spread the *Agency's redevelopment* information.
 - 3.2. finance events that visibly increases the presence of community policing as an element of a *community policing innovation* plan.
4. Establish at least one *Area* merchants' association main street program.

³⁹ Florida Statute 163.371 (2)

⁴⁰ Florida Statute 163.387 (8)

GOAL 6 INFRASTRUCTURE

The *Agency* may focus resources to reduce the probability of or eliminate *slum* and *blight* through infrastructure projects above and beyond the *Governing Body's* normal standards.

Intent

The *Agency* may *intensify* the *Governing Body's* infrastructure projects by the following:

1. Undertake programs, and projects for the elimination of *blight* that includes the following:
 - 1.1. Inadequacies such as transportation facilities, including transit services, parking resources, street layouts, lot layouts, ⁴¹ roadways, and bridges. ⁴²
 - 1.2. Traffic congestion.¹⁸
2. Construct parks, playgrounds, other public improvements, and structures. ¹⁹
3. Remediate and *redevelop* properties, including the following:
 - 3.1. *Rehabilitation* or *conservation* in the *Area*. ⁴³
 - 3.2. *Rehabilitation* or *conservation* of *slum* and *blighted areas* or portions thereof...⁴⁴
 - 3.3. *Rehabilitation*, *conservation*, or *redevelopment*, or a combination thereof, of the *Area*. ⁴⁵
 - 3.4. Governmentally owned property with adverse environmental conditions caused by a public or private entity.⁴⁶
4. *Intensify* the *Governing Body's* maintenance programs.

Policies

1. Support *Governing Body* infrastructure projects and micro-mobility programs not on a city Capital Improvement Plan for three years.⁴⁷
2. Develop multimodal transportation corridors like an Urban Transit Circulator, freight, or intermodal hubs.
3. Improve access to public parks and open spaces.
4. Support city and county, leased placemaking destinations that encourage economic, environmental, and social well-being.
5. Plan and implement large (greater than 2 acres) parks and public access to the water.
6. Develop linear parks, trails, and walks, especially those that connect to other *Agency Areas* and placemaking destinations.
7. Install Low Impact Development (LID) including permeable pavers and bioswales.
8. Correct existing infrastructure deficiencies, primarily American with Disabilities Act issues.
9. Prioritize improvements at intersections with unusually high accident rates.
10. Construct "welcome signs" located at the gateways into the *Area* and wayfinding signs.
11. Maintain existing access and seek opportunities to increase public access to the waterfront.
12. Plan and develop adequate park and recreational areas and facilities, with consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plans.
13. Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
14. Address environmental concerns and *redevelopment* related to brownfield sites and areas.

⁴¹ Florida Statute 163.335 (4)

⁴² Florida Statute 163.350

⁴³ Florida Statute 163.340 (9)

⁴⁴ Florida Statute 163.350

⁴⁵ Florida Statute 163.335 (2)

⁴⁶ Florida Statute 163.340 (n)

⁴⁷ Florida Statute 163.370 (3) (b)

GOAL 7 PROPERTY MAINTENANCE

The *Agency* may engage its resources to improve the *Area's* minimum level of property maintenance through increased private and public activities, thus enhancing the elimination or reduction of *slums* and *blighted areas*.

Intent

The *Agency* may *intensify* the *Governing Body's* property maintenance activities as following:

1. Carrying out a voluntary or compulsory repair and *rehabilitation* program of buildings and improvements. ⁴⁸
2. Enforcing of state and local laws, codes, and regulations relating to the use of land, the use and occupancy of buildings and improvements, and the compulsory repair, *rehabilitation*, demolition, or removal of buildings and improvements. ⁴⁹
3. Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the *rehabilitation* or *redevelopment* of the *Area* by private enterprise... including... the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.⁵⁰

Policies

1. Support city compliance by *intensify* compliance efforts in the *Area*.
2. Encourage neighborhood *conservation* by providing *intensified* code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.
3. Use incentives to aid code compliance.
4. The *Agency* may assist in the correction of *non-conformities*.

⁴⁸ Florida Statute 163.370 (2) (h) 1

⁴⁹ Florida Statute 163.370 (2) (h) 2

⁵⁰ Florida Statute 163.345 (1)

GOAL 8 PUBLIC SAFETY

The *Agency* may focus resources on reducing or eliminating crime and increasing public safety through *community policing innovations*.

Intent

The *Agency* may *intensify* the *Governing Body's community policing innovation* activities following:

1. The powers conferred...are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.⁵¹
2. At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovations* or *CPTED*⁵²
3. A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except...the power to approve the development of *community policing innovations*.⁵³
4. The ... *Plan* may provide for developing and implementing *community policing innovations*.⁵⁴

Policies

The *Agency* shall not institute *community policing innovation* unless:

1. The *Governing Body* has approved its development.
2. It is noted in the *Plan*.

The *Agency* may assist the *Governing Body* according to the following:

1. The *increment revenue* funding provides for a strengthening of existing policing resources.
2. Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.
4. Make use of *community policing innovation* as defined by its *redevelopment* definition.⁵⁵
5. Make use of *CPTED*.
6. Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.
7. Address homelessness and vagrancy issues.

⁵¹ Florida Statute 163.335 (3)

⁵² Florida Statute 163.356(e)

⁵³ Florida Statute 163.358 (5)

⁵⁴ Florida Statute 163.360 (3).

STATUTORY REQUIRED ELEMENTS OF THE PLAN

All *community redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must be in accordance with the *Plan* which has been approved by the *Governing Body*. Like the *Governing Body's Comprehensive Plan*, the *Plan* is an evolving document which must be evaluated and amended on a regular basis in order to accurately reflect changing conditions and community objectives.

Chapter 163.362 specifies the contents of a *Plan*. The text of the statute is shown below in *italics*, followed by the location in the *Plan* documents where each of the required elements can be found. Intents of the *Plan*. --Every *Plan* shall:

1. Contain a legal description of the boundaries of the *Area* and the reasons for establishing such boundaries shown in the plan.

APPENDIX A

2. Show by diagram and in general terms:

- 2.1. The approximate amount of open space to be provided and the street layout.

APPENDIX B

- 2.2. Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

- 2.3. The approximate number of dwelling units.

2,000

- 2.4. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the *Area* may be intended for the proposed uses

3. If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element which describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government owned properties and rights of way. Resident programs encourage the homeowner to remain in the redeveloped property.

***Agency* traffic infrastructure improvements are design to improve congestion, environment, and commerce, allowing homeowners in the *Area* improved and more**

healthy connectivity within and out the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the environment and commerce.

Residents may see an aggregate improvement in community environmental quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

The LPT improves resident availability to most parks, the downtown and waterfront of the Governing body. The *Agency's* Multimodal strategy creates opportunities for pedestrian and other alternative transportation to access services such as the Police Department, schools, and City Hall.

Even though no families are anticipated to be displaced as a result of the *community redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation, environmental quality, availability of community facilities and services and other matters affecting the physical and social quality of the neighborhood without negatively impacting school population.

4. Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

All properties in the *Area* are identified.

5. Contain adequate safeguards that the work of *redevelopment* will be carried out pursuant to the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out.

6. Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Where appropriate the *Agency* will impose covenants on property sold or leased to regulate the property, particularly in regard to project use and design in order to effectuate this *Plan*.

7. Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residents is required.

8. Provide an element of residential use in the *Area* if such use exists in the area prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *housing affordable* to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.

The *Plan* is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the *elderly*.

9. Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

The *Agency* projects the repayment of projects not limited to housing, public parking, private sector incentives, *dissemination* of information, parks and other public uses.

10. Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended pursuant to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *Community Redevelopment* activities financed by *increment revenues* shall be completed no later than December 31st, 2040 following the adoption of this *Plan*.

APPENDIX A

Point of Beginning; at the intersection of 15th Street West and Manatee Avenue West, then South along the centerline of 15th Street West to 9th Avenue West, then East along the centerline of 9th Avenue West to the CSX Railroad ROW, then Southeast along the West CSX Railroad ROW to 13th Avenue West, then West along the centerline of 13th Avenue West to 6th Street West, then South along the centerline of 6th Street West to 16th Avenue West, then East along the centerline of 16th Avenue West a distance of 330', then South to the intersection of 17th Avenue West and 5th Street West, then South along the centerline of 5th Street West to 19th Avenue West, then West along the centerline of 19th Avenue West to 7th Street West, then South along the centerline of 7th Street West to 26th Avenue West, then West along the centerline of 26th Avenue West a distance of 545', then South following the City Limits a distance of 1566', then West along the City Limits to 9th Street West, then North along the centerline of 9th Street West to 26th Avenue West, then West along the centerline of 26th Avenue West a distance of 1210', then South following the City Limits a distance of 135', then West along the City Limits to 14th Street West, then North along the centerline of 14th Street West to 24th Avenue West, then West along the centerline of 24th Avenue West a distance of 170', then North to 21st Avenue West, then West along the centerline of 21st Avenue West to 15th Street West, then North along the centerline of 15th Street West to 12th Avenue West, then West along the centerline of 12th Avenue West to Wares Creek, then North along the centerline of Wares Creek to Manatee Avenue West, then East along the centerline of Manatee Avenue West to the POB.

APPENDIX B

