

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

Leon County Courthouse  
Fifth Floor County Commission Chambers  
301 South Monroe Street  
Tallahassee, FL 32301

**Tuesday, May 8, 2018  
3:00 p.m.**

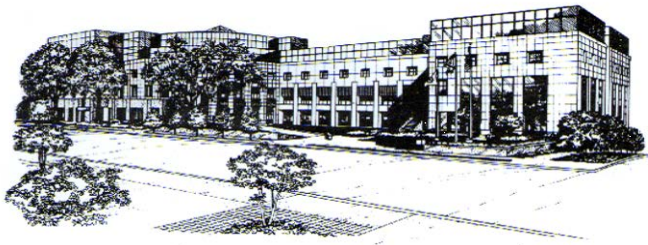
### COUNTY COMMISSIONERS

Nick Maddox, Chairman  
At-Large

Jimbo Jackson, Vice Chair  
District 2

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large



John E. Dailey  
District 3

Kristin Dozier  
District 5

Bill Proctor  
District 1

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission Meeting Agendas are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at [www.clerk.leon.fl.us](http://www.clerk.leon.fl.us).

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website [www.LeonCountyFL.gov/ADA](http://www.LeonCountyFL.gov/ADA).

**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**  
**Regular Public Meeting**  
**Tuesday, May 8, 2018, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Pastor Ben Kaempfer of the Downtown Community Church

Pledge of Allegiance by Commissioner Jimbo Jackson

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing the Tallahassee Community College Women's Basketball Team for winning the Junior College National Championship  
*(Commissioner Proctor)*
- Proclamation Recognizing May 7-13, 2018 as Perinatal Mental Health Awareness Week  
*(Commissioner Desloge)*
- Proclamation Recognizing May as Bike Month in Leon County  
*(Chairman Maddox)*
- Proclamation Recognizing the 5<sup>th</sup> Anniversary of the nonprofit organization, Girls on the Run and their annual 5K to be held on May 12, 2018  
*(Chairman Maddox)*
- Proclamation Recognizing May 7-11, 2018 as Economic Development Week  
*(Chairman Maddox)*

**CONSENT**

1. Minutes: February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting  
*(Clerk of Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Citizen Review Teams for FY 2019 and FY 2020 Community Human Services Partnership Funding Cycle  
*(County Administrator/ Office of Human Services & Community Partnerships)*
4. FY 2018 Springs Restoration Grant for Woodside Heights Wastewater Retrofit Project  
*(County Administrator/ Public Works/ Engineering Services/ Stormwater)*

**Status Reports:** *(These items are included under Consent.)*

5. Leon County Water Resources Committee 2017 Annual Report  
*(County Administrator/ PLACE/ Planning)*

6. FY 2018 Commissioner Discussion Items Semiannual Status Report  
(County Administrator/ County Administration)

### **CONSENT ITEMS PULLED FOR DISCUSSION**

### **CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

3-minute limit per speaker; there will not be any discussion by the Commission.

### **GENERAL BUSINESS**

7. Expansion of the Frenchtown/Southside CRA and Proposed Interlocal Agreement  
(County Administrator/ County Administration)
8. Status Report on the Analysis of the Residential Preservation Zoning District  
(County Administrator/ DSEM/ PLACE/ Development Services/ Planning)
9. Agreement between Leon County, Leon County Schools, and the American Red Cross to Further Improve Sheltering Operations Following Hurricane Irma  
(County Administrator/ County Administration)
10. Ratification of the April 24, 2018 Fiscal Year 2019 Budget Policy Workshop  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)

### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

11. Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)  
(County Administrator/ P.L.A.C.E./ Planning)
12. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two-Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (W. Tennessee St.)  
(County Administrator/ P.L.A.C.E./ Planning)
13. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single Family Two-Family Residential (R-3) Zoning District (Deshazier Lane)  
(County Administrator/ P.L.A.C.E./ Planning)

### **CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Canopy Community Development District Records of Proceedings of the Board of Supervisors meetings held on August 28, 2017, October 3, 2017 and October 25, 2017.
- Leon County Research and Development Authority Financial Statements for Years ending September 30, 2017 and 2016.

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, May 22, 2018 at 3:00 p.m.***

**All lobbyists appearing before the Board must pay a \$25 annual registration fee.  
For registration forms and/or additional information, please see the Board Secretary  
or visit the County Clerk website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov)**



**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting in 5<sup>th</sup> Floor Chambers</b>
January 23	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
January 23	Tuesday	3:00 p.m.	Regular Board Meeting
February 13	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	3:00 p.m.	Regular Board Meeting
February 27	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2018 Cycle Comp Plan Amendments</i>
March 27	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 10	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2018 Cycle Comp Plan Amendments</i>
April 10	Tuesday	6:00 p.m.	<i>Public Hearing on Proposed Charter Amendments</i>
April 24	Tuesday	9:00 a.m.	<i>Preliminary Budget Workshop</i>
<del>April 24</del>	<del>Tuesday</del>	<del>3:00 p.m.</del>	<del>Regular Board Meeting</del>
May 8	Tuesday	3:00 p.m.	Regular Board Meeting
May 22	Tuesday	3:00 p.m.	Regular Board Meeting
June 19	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
June 19	Tuesday	3:00 p.m.	Regular Board Meeting
July 10	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
July 10	Tuesday	3:00 p.m.	Regular Board Meeting
<del>August 21</del>	<del>Tuesday</del>	<del>6:00 p.m.</del>	<del><i>Public Hearing on Charter Amendments</i></del>
September 4	Tuesday	3:00 p.m.	Regular Board Meeting
September 4	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
September 24	Monday	3:00 p.m.	Regular Board Meeting
September 24	Monday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
October 9	Tuesday	3:00 p.m.	Regular Board Meeting
October 23	Tuesday	3:00 p.m.	Regular Board Meeting
November 20	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
December 10	Monday	9:00 a.m.	Board Retreat
December 11	Tuesday	3:00 p.m.	Regular Board Meeting

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

*All Workshops, Meetings, and Public Hearings are held in the Leon County Courthouse, 5<sup>th</sup> Floor Commission Chambers, at 301 South Monroe Street, and are subject to change.*

JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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JULY						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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30	31	1	2	3	4	5

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Schedule**

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>January 2018</b>	<b>Monday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 9</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 15</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider the Recommended Order and Exceptions on the Site and Development Plan Application for Brookside Village Residential Subdivision
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Thursday 25 &amp; Friday 26</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
<b>February 2018</b>	<i>Wednesday 7</i>	<i>7:30 a.m.-7:00 p.m.</i>	<i>FAC Legislative Day Challenger Learning Center – 200 S. Duval St.</i>
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
<b>March 2018</b>	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<i>Saturday 3 – Wednesday 7</i>		<i>NACO Legislative Conference Washington Hilton - Washington, DC</i>
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2018 (cont.)	Tuesday 27	6:00 p.m.	First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision.
		6:00 p.m.	First and Only Public Hearing for the Type 'C' Site and Development Plan Application for the Benners Sand Mine on Tram Road
<b>April 2018</b>	Tuesday 10	<del>12:00 – 3:00 p.m.</del> Cancelled	<del>Workshop on Charter Review Committee Final Report</del>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption and Transmittal Hearings on 2018 Cycle Comprehensive Plan Amendments
		6:00 p.m.	First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Barcelona Offices)
	<i>Continued until July 10, 2018</i>	6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman & Bull Headley)
		6:00 p.m.	Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing to Consider Issuance of Bonds for Holy Comforter
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election
	Tuesday 17	<del>1:30 p.m.</del> Cancelled	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Thursday 19 & Friday 20	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>April 2018 (cont.)</b>	<b>Tuesday 24</b>	<b>3:00 p.m. Cancelled</b>	<b>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</b>
<b>May 2018</b>	<b>Tuesday 8</b>	<b>1:00 p.m.</b>	<b>Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report</b>
		<b>3:00 p.m.</b>	<b>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</b>
		<b>6:00 p.m.</b>	<b>Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)</b>
		<b>6:00 p.m.</b>	<b>First &amp; Only Public Hearing on proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two-Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (5819 W. Tennessee St. – Ceballos Mixed Use Development)</b>
		<b>6:00 p.m.</b>	<b>First &amp; Only Public Hearing on Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single Family Two-Family Residential (R-3) Zoning District (3700 Deshazier Lane)</b>
	<b>Tuesday 15</b>	<b>1:30 p.m.</b>	<b>Capital Region Transportation Planning Agency City Commission Chambers</b>
	<b>Tuesday 22</b>	<b>3:00 p.m.</b>	<b>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</b>
	<b>Thursday 24</b>	<b>9:30 a.m.</b>	<b>Community Redevelopment Agency City Commission Chambers</b>
	<b>Monday 28</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
<b>June 2018</b>	<b>Monday 18</b>	<b>1:30 p.m.</b>	<b>Capital Region Transportation Planning Agency City Commission Chambers</b>
	<b>Tuesday 19</b>	<b>9:00 a.m. – 3:00 p.m.</b>	<b>Budget Workshop</b>
		<b>3:00 p.m.</b>	<b>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</b>
		<b>6:00 p.m.</b>	<b>First and Only Public Hearing to Consider an Ordinance to Establish an Independent Children’s Service Council District Upon Voter Approval at the November 6, 2018 General Election</b>
	<b>Thursday 21</b>	<b>1:00 – 3:00 p.m.</b>	<b>Workshop on Blueprint 2020 Implementation Plan for Infrastructure and Economic Development Programs City Commission Chambers</b>
		<b>3:00 p.m.</b>	<b>Adoption Hearing for the 2018 Comprehensive Plan Amendments on the proposed text amendment to the Intergovernmental Coordination Element City Commission Chambers</b>
	<b>Thursday 21</b>	<b>3:00 – 6:00 p.m.</b>	<b>Blueprint Intergovernmental Agency meeting City Commission Chambers</b>
	<b>Tuesday 26 - Friday 29</b>		<b>FAC Annual Conference &amp; Educational Exposition Orange County; Hyatt Regency, Orlando, FL</b>

Month	Day	Time	Meeting Type
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<b>July 2018</b>	<b>Wednesday 4</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY</b>
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		<b>6:00 p.m.</b>	<b><u>First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman &amp; Bull Headley)</u></b>
	<i>Friday 13 - Tuesday 16</i>		<i>NACo Annual Conference &amp; Exposition Gaylord Opryland - Davidson County - Nashville, TN</i>
	<b>Tuesday 24</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
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<b>August 2018</b>	<i>Wednesday 1 – Saturday 4</i>		<i>National Urban League Annual Conference Columbus, Ohio</i>
	<i>Thursday 9 - Sunday 12</i>		<i>Chamber of Commerce Annual Conference Amelia Island, FL</i>
	<del>Tuesday 21</del>	<del>6:00 p.m. Cancelled</del>	<del>Public Hearing on Charter Amendments (if necessary)</del>
	<b>Tuesday 28</b>	<b>Primary Election</b>	<b>PRIMARY ELECTION DAY</b>
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<b>September 2018</b>	<b>Monday 3</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 19 – Sunday 23</i>		<i>Congressional Black Caucus Annual Legislative Conference Washington DC</i>
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	<del>Tuesday 25 Monday 24</del>	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	<i>Wednesday - 26 Thursday 27</i>		<i>FAC Innovation, Education &amp; Leadership Summit Charlotte Harbor Event &amp; Conference Center – Charlotte County- Punta Gorda, FL</i>
<i>* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.</i>			
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<b>October 2018</b>	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>October 2018 (cont.)</b>	Tuesday 16	9:00 - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
	Tuesday 23	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
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<b>November 2018</b>	<b>Tuesday 6</b>	<b>General Election</b>	<b>ELECTION DAY</b>
	<b>Monday 12</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 22</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 23</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
	Monday 26	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 28 - Friday 30</i>		<i>FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL</i>
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<b>December 2018</b>	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Tuesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>
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<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 21</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting
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## **Citizen Committees, Boards, and Authorities** **2018 Term Expirations and Vacancies**

[www2.leoncountyfl.gov/committees/list.asp](http://www2.leoncountyfl.gov/committees/list.asp)

### **CURRENT VACANCIES**

#### **CareerSource Capital Region Board**

*(seat for an employer in the hospitality or retail industry)*  
Board of County Commissioners (1 appointment)

#### **Water Resources Committee**

Commissioner - At-large II: Maddox, Nick (1 appointment)

### **UPCOMING TERM EXPIRATIONS**

#### **JUNE 30, 2018**

#### **Affordable Housing Advisory Committee**

*(seat for a Member of the Planning Commission)*  
Board of County Commissioners (1 appointment)

#### **Architectural Review Board**

Board of County Commissioners (3 appointments)

#### **Board of Adjustment and Appeals**

Board of County Commissioners (1 appointment)

#### **CareerSource Capital Region Board**

Board of County Commissioners (2 appointments)

#### **Planning Commission**

Board of County Commissioners (1 appointment)

#### **JULY 31, 2018**

#### **Big Bend Health Council, Inc.**

Board of County Commissioners (4 appointments)

#### **Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

#### **Water Resources Committee**

Commissioner - District II: Jackson, Jimbo (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)

#### **SEPTEMBER 30, 2018**

#### **Council on Culture & Arts**

Board of County Commissioners (2 appointments)



**SEPTEMBER 30, 2018 (cont.)**

**Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

**Leon County Research and Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

**Tallahassee-Leon County Commission on the Status of Women & Girls**

Board of County Commissioners (4 appointments)

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

**OCTOBER 31, 2018**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointments)

**Tourist Development Council**

Board of County Commissioners (3 appointments)

**DECEMBER 31, 2018**

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

**Joint City/County Bicycling Workgroup**

Board of County Commissioners (3 appointments)

**Library Advisory Board**

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Agenda Item #1

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Minutes: February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Jordan Steffens, Finance Director, Clerk of the Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Clerk to the Board

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting.

### **Attachments:**

1. February 27, 2018 Regular Meeting
2. March 27, 2018 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
February 27, 2018**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Vice Chairman Jimbo Jackson and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, and John Dailey. Commissioner Bryan Desloge participated via telephone. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Clerk to the Board Rebecca Vause.

Chairman Maddox called the meeting to order at 3:00 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Pastor James Shaw, New Mount Zion Missionary Baptist Church. Commissioner Dozier then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Commissioner Dozier presented a Proclamation recognizing March 4-10, 2018 as Women in Construction Week. Jackie Wilson, National Association of Women in Construction, thanked the Board for its continued support.
  - Commissioner Proctor requested that Darryl Jones, Deputy Director of the Office of Economic Vitality's Minority, Women & Small Business Enterprise Division, initiate contact with Ms. Wilson.
- On behalf of Honor Flight Tallahassee, Tom Napier, Mac Kemp, Chuck Moore and Tom Quillin presented Chairman Maddox a plaque recognizing the Board's support for the program. Mr. Kemp shared that Honor Flight Tallahassee has flown 430 veterans on six flights to see the memorials built in their honor in Washington, D.C., which, he asserted, wouldn't have been accomplished without the County's support.
  - Commissioner Dailey commented on how proud he was that the County has been such a staunch supporter of the program since its inception. He reflected on his participation in an Honor Flight event and highly encouraged fellow Commissioners to volunteer to serve on an upcoming flight.

**CONSENT:**

*Commissioner Dozier moved, duly seconded by Commissioner Jackson to approve the Consent Agenda, with the exception of Item 8, which was pulled for further discussion. The motion carried 7-0.*

**1. Minutes: January 23, 2018 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the January 23, 2018 Regular Meeting.*

**2. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for February 27, 2018, and Pre-Approval of Payment of Bills and Vouchers for the Period of February 28 through March 26, 2018.*

**3. Memorandum of Understanding with the City of Tallahassee and the United Way of the Big Bend**

*The Board approved Option 1: Approve the Memorandum of Understanding with the City of Tallahassee and United Way of the Big Bend for the support of human services, and authorize the County administrator to execute,*

**4. Request to Schedule First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision, for March 27, 2018 at 6:00 p.m.**

*The Board approved Option 1: Schedule first and only public hearing to consider adoption of resolution authorizing road improvements for Tower Oaks Subdivision for March 27, 2018 at 6:00 p.m.*

**5. Big Bend Healthcare Coalition Grant for Emergency Medical Services**

*The Board approved Options 1 & 2: 1) Accept the grant and approve the Project/Service Agreement with Big Bend Healthcare Coalition in an amount not to exceed \$15,000 and authorize the County Administrator to execute in a form approved by the County Attorney, and 2) Approve the Resolution and associated Budget Amendment request.*

**6. Interlocal Agreement Between Leon County and State of Florida Department of Transportation for Services Related to the Stormwater Element of National Pollutant Discharge Elimination System Program Requirements**

*The Board approved Option 1: Approve the Resolution authorizing the Interlocal Agreement between Leon County and Florida Department of Transportation or services related to the stormwater element of National Pollutant Discharge Elimination System permit requirements, and authorize the County Administrator to execute the Agreement.*

**7. Project Memorandum of Agreement between Leon County, Florida Department of Transportation, and the Federal Highway Administration for the Design and Construction of Bicycle Lanes on a Portion of Smith Creek Road (CR375)**

*The Board approved Option 1: Approve the Project Memorandum of Agreement between Leon County, Florida Department of Transportation, and the Federal Highway Administration for the design and construction of bicycle lanes on a portion of Smith Creek Road (CR375) and authorize the County Administrator to execute.*

**8. Status Report on the United Way ALICE Report**

The item was pulled for further discussion by Commissioner Proctor.

County Administrator Long introduced the item and noted that the status report is provided at the request of Commissioner Proctor. He stated that should the Board desire, staff can bring back more detail on the item.

Commissioner Proctor asserted that the item did not belong on the Board's Consent Agenda. He opined that the Asset Limited, Income Constrained, Employed (ALICE) Report does not reflect the economic success as stated by the County's Office of Economic Vitality (OEV). He suggested the Board not adopt the report, but direct staff to schedule a workshop to allow United Way to make presentation of their report.

*Commissioner Proctor moved, duly seconded by Commissioner Dailey to direct staff to schedule a workshop on the findings of the United Way's ALICE Report.*

Speaker:

- Dr. Ed Holifield, 4032 Longleaf Court, offered that the ALICE Report did not receive the attention it deserved and was pleased that a future workshop was being contemplated to receive further information on its content. He maintained that the County should be concerned that it has the highest level of income equality in the country and should do more to address the plight of the working poor in Leon County.

Commissioner Dozier expressed her support for the workshop. She remarked on a recent Florida Chamber event where both the Chamber and the United Way made presentation on the ALICE Report. She relayed that hearing the information from both entities was very helpful and could be utilized by OEV in some of its initiatives. She also recommended that Jerry Parrish, Florida Chamber Foundation and OEV staff be invited to provide an update on economic development activities. Commissioner Proctor accepted the friendly amendment.

*The motion, as amended, carried 7-0.*

**9. FY 2017-2018 County Grant Program Leveraging Status Report**

*The Board approved Option 1: Accept the FY 2017-2018 County Grant Program Leveraging Status Report*

**10. 2017 Concurrency Management Annual Report**

*The Board approved Option 1: Accept the 2017 Concurrency Management Annual Report.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

**GENERAL BUSINESS**

**11. 2017-2018 Leon County Citizens Charter Review Committee Final Report**

County Administrator Long introduced the item. He advised that the Charter Review Committee (CRC) had conducted a thorough review process and recommended the following two proposed Charter amendments for the Board's consideration:

1. Provide a Code of Ethics Requirement in the Leon County Charter, and
2. Modify the Hiring/Firing Process for the County Attorney.

County Administrator Long then thanked CRC Chairman Lee Hinkle and all Charter Review Committee members for their efforts during this process. He also recognized staff Heather Peeples, Nicki Paden and Sarah Pratt for providing staff support to the Committee.

Speaker:

- Ted Thomas, 1469 Vieux Carre Drive, stated that he was a member of the CRC. He shared that there are 39,000 County residents who are registered as nonpartisan voters. He urged the Board to initiate charter amendments to make the offices of Sheriff, Property Appraiser, Clerk of Court and Comptroller, and Tax Collector nonpartisan. He noted that the County Commission, City Commission, Mayor, School Board and all local and circuit judges are chosen through nonpartisan elections.

Commissioner Dozier thanked the Committee for its service and supported the proposed recommended amendments. She pointed out that the CRC did not support the recommendation to make Constitutional offices nonpartisan; however, did agree that such a change could increase voter participation. She commented that it would be beneficial to receive more information on this topic.

Commissioner Dailey thanked the CRC members for volunteering their time and commended staff for their professionalism during the process. He submitted that, while he could support placing the recommendations on the ballot, the two recommendations could be codified through the adoption of an ordinance. Commissioner Dailey then asked for clarification regarding the Committee's decision not to advance a charter amendment making Constitutional Offices nonpartisan.

County Administrator Long explained that the proposed charter amendment was discussed by the Committee, but did not meet the voting threshold to be advanced to the Board.

County Attorney Thiele added that the CRC did not advance the charter amendment due in part to a recent ruling by the Fifth District Court of Appeal that preempts Orange County from making its Constitutional officers nonpartisan. He noted that Orange County has appealed the case to the Florida Supreme Court; however, a decision would not be rendered before the 2018 General Election. County Attorney Thiele also mentioned a proposal being considered by the Constitutional Revision Commission whereby Charter counties would be prohibited from making any changes relative to Constitutional officers. He recommended that the Board hold off on this change until the Constitutional Revision Commission has completed its review.

Commissioner Dailey remarked that he was unaware of the Orange County case and would prefer to delay moving forward until the outcome of the court case to avoid having to overturn a charter amendment later on. He did indicate however, that should the issue be brought forward by another Commissioner he could support it going to public hearing.

Commissioner Lindley voiced support for addressing the issue of hiring and firing of the County Attorney administratively; however, preferred that the Code of Ethics recommendation be put before the voters. She also agreed with Mr. Thomas's suggested amendment and acknowledged the 39,000 NPA voters that it would affect. She recommended scheduling a public hearing for a charter amendment making Constitutional Offices nonpartisan.

*Commissioner Lindley moved, duly seconded by Commissioner Dailey approval of the following options, as amended:*

*1) Accept the 2017-2018 Leon County Citizens Charter Review Committee Final Report; 2) Direct staff to schedule a public hearing on April 10, 2018 for the Citizen Charter Review Committee's Proposal to Provide a Code of Ethics Requirement in the Leon County Charter and for a Board-initiated charter amendment making the Constitutional Offices of the Sheriff, Tax Collector, Property Appraiser and the Clerk of the Court and Comptroller nonpartisan; 4) Cancel the April 10, 2018 Workshop on the Citizen Charter Review Committee Final Report; 5) Cancel the August 21, 2018 public hearing to consider proposed charter amendments, and 6) Direct staff to prepare a draft ordinance amending the hiring and firing process for the County Attorney.*

County Attorney Thiele reminded the Board that Board-initiated proposals would require a super majority vote to be placed on the ballot.

Commissioner Dozier stated that she too was unaware of the Orange County case; however, was prepared to move the issue forward. She expressed some concerns about taking the change in Constitutional Offices directly to public hearing and suggested that an agenda item

be requested to allow more discussion on the matter. Commissioner Dozier also confirmed with County Administrator Long that it was “pretty common” to use both ordinance and charter to codify the process for hiring/firing of the County Administrator and County Attorney.

Chairman Maddox shared that he had attended the CRC meetings when the change in Constitutional Officers was discussed and that various Constitutional Officers and citizens had spoken against the proposal. He also stated that while he could support an agenda item was not comfortable taking the issue directly to public hearing.

Commissioner Proctor spoke to the benefits of partisan elections and expressed opposition to moving forward with an amendment which alters the manner in which Constitutional Officers are elected, in light of the CRC’s vote to take no further action on the issue.

Commissioner Lindley commented that County Commissioners are elected in nonpartisan elections and opined that most of the Constitutional Offices are largely administrative jobs. She indicated that she would like to offer the public an opportunity to comment on the idea.

Chairman Maddox explained that his vote against the motion would be reflective of his support for an agenda item prior to going to public hearing.

*The motion carried 5-2 (Commissioners Maddox and Proctor in opposition).*

Commissioner Dailey brought up a ballot initiative to establish a Children’s Services Council. He stated that Chapter 126.901, Florida Statutes provides counties with the authority to create this type of independent special district by approval by citizens. He shared that the council has been created in nine Florida counties with great success.

*Commissioner Dailey moved, duly seconded by Commissioner Jackson, to direct staff to bring back an agenda item to consider placing the establishment of a Children’s Services Council on the 2018 General Election ballot.*

Commissioner Jackson expressed his appreciation for the motion. He stated that as a school principal he realizes how critical early intervention is to helping a child reach success both academically and later in life.

Commissioner Proctor hoped that the Board would remain supportive when individuals and organizations come before the Board to express their opposition to an increase in the millage. He revealed information from the ALICE report which described the high number of struggling families with children in Districts 1, 2, and 3 specifically.

Commissioner Dozier expressed support for the motion and echoed Commissioner Jackson’s comment about the importance of early intervention. She voiced concerns about multiple taxing initiatives that are focused on similar population and submitted that the Children’s Services Council is a mechanism to help families in general even though it is focused on children.

Commissioner Desloge commented that the initiative was a great idea “conceptionally”; however, had a reservation about the creation of another separate taxing authority in which the County would have little oversight. He stated that he was more inclined to deal with this issue internally and to fund these services appropriately.

Commissioner Dozier requested the agenda item include information of the different types of independent authorities or special districts.



Chairman Maddox asked that the Board be provided information on the fiscal impact of establishing a Children's Services Council taking into consideration the possible increased homestead exemption.

Commissioner Lindley recommended that staff include in the fiscal analysis the funds invested through the CHSP process.

*The motion carried 7-0.*

Commissioner Proctor referenced the County's previous attempt to pass an indigent healthcare surtax and opined it was again time to bring this issue before the voters. He asked County Administrator Long to discuss the differences in the establishment of a Children's Services Council District and an indigent healthcare surtax.

County Administrator Long explained that the manner in which funds collected through the indigent healthcare surtax could be utilized was very narrow as they could only be used for the uninsured and indigent in the community; whereas the Children's Services Council District is an independent special district in which the funds collected could be used to address a myriad of children's issues in the community.

*Commissioner Proctor moved to direct staff to bring back an agenda item on placing the establishment of an indigent healthcare surtax on the 2018 General Election ballot. The motion died for lack of a second.*

Commissioner Dozier, while acknowledging that Commissioner Proctor had offered a number of good points regarding the need for health care for the underinsured, believed that the establishment of a Children's Services Council District could address some of the issues he brought forward. She stated that she would like the Board to focus its attention on educating the public on the value of a Children's Services Council District.

Chairman Maddox recommended that the agenda item to establish a Children's Services Council District include an analysis on how children could be provided healthcare services through this program.

Commissioner Dailey remarked that all children within the geographic area would be served by the Children's Services Council District.

## **12. Consideration to Institute Litigation Regarding the Current Opioid Epidemic**

County Attorney Thiele introduced the item. He recalled that the Board had directed, at the request of Commissioner Desloge, an agenda item addressing the opioid litigation. He shared that many local governments throughout the country, including at least four in Florida, have initiated litigation against the pharmaceutical companies, distributors and some providers of opioids. County Attorney Thiele explained that the issue before the Board is to determine if it wishes to pursue filing litigation against appropriate defendants and, if so, does it wish to instruct the County Attorney's Office to pursue the selection of a firm or firms that are most appropriate for Leon County or issue an RFP for the purpose of selecting outside counsel with expertise in this area. He mentioned that outside counsel has been utilized by other litigants as this is an issue that will require a significant amount of work and expertise.

Commissioner Proctor asked if the County would only benefit from a possible settlement if it has initiated litigation, how damages awarded would be distributed and the cost/benefit that could be anticipated. Mr. Thiele explained that at the present time damage awards would go to

individual plaintiffs similar to what was done with the oil spill funds and the County would have to prove how much it has spent on costs associated with confronting the opioid crisis. He added that his current understanding is that only litigants would be eligible to receive damages and that virtually all of the law firms have offered to provide representation to their clients on a contingency fee bases, with reimbursement for costs. Commissioner Proctor indicated that he could be swayed to support litigation particularly if there is evidence of fraud and/or willful or intentional negligence on the part of these companies.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 2: Instruct the Leon County Attorney's Office, along with County Administration to issue a Request for Proposal for such opioid litigation outside counsel and bring back to the Board a "short list" for further consideration.*

Commissioner Dozier stated that while she is not "a fan of litigation for the sake of litigation", there are some persuasive issues in this case and should there be a settlement it would be in the County's best interest to be involved.

Commissioner Desloge commented that this is an ongoing issue facing local governments and the country and would support the motion.

The motion carried 7-0.

**13. Establishment of the FY 2019 Maximum Discretionary Funding Levels and Initial Budget Policy Guidance**

County Administrator Long introduced the item. He indicated that the item establishes the Board's FY19 maximum discretionary funding levels, as required by County ordinance. He noted that the item recommends Board's consideration for the purchase of additional debris removal equipment prior to the upcoming hurricane season and to purchase enhanced cyber security monitoring services to mitigate potential damage to the County's computer networks.

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Options 1, 2, 3 & 4: 1) Establish the Community Human Services Partnership (CHSP) funding level for FY 2019 at \$1,200,000; 2) Establish the Non-departmental maximum discretionary funding for FY 2019 as follows: a) \$27,000 for Special Event Funding and b) \$100,000 for the Kearney Center/Homeless Shelter; 3) Approve a Resolution and Budget Amendment Appropriating \$552,200 in Transportation Trust Fund balance: \$545,800 for debris removal equipment and \$6,400 to support the reclassification of three Equipment Operation positions to Heavy Equipment Operators, and 4) Approve a Budget Amendment realigning \$41,450 from General Fund Contingency to purchase cybersecurity monitoring services for the balance of the current fiscal year.*

Commissioner Proctor established with Deputy County Administrator Rosenzweig that funding for Legal Services of North Florida will be addressed at the budget workshop and is not included as part of this item. Commissioner Proctor discussed his desire for the County to commit at least one percent of its budget to the Community Human Service Partnership (CHSP) program and suggested that the Board consider this at its April Budget Workshop.

Commissioner Proctor offered a friendly amendment that the County considers committing one percent of its budget to CHSP. Commissioner Dailey did not accept the friendly amendment.

Chairman Maddox asked what percent of the County's total budget is spent on human services. County Administrator Long responded that the total spent on human services significantly surpasses one percent of the County's total budget; however, CHSP funding account for approximately .5 percent.

Commissioner Proctor submitted that one percent should be a goal to be strived for.

Commissioner Dailey explained that while he was not opposed to having this discussion, it should be in context to the entire budget at the Budget Workshop.

The motion carried 7-0.

*Commissioner Proctor moved to direct staff to bring back an agenda item considering increasing funding for CHSP to one percent of the County's total budget. The motion died for lack of a second.*

**14. Proposed Restructuring of the County's Participation in the Community Redevelopment Agency**

County Administrator Long introduced the item. He stated that the agenda item seeks consideration of the County's participation in the Community Redevelopment Agency (CRA), including significant reductions in the County's total financial contributions to the CRA and elimination of County Commissioner membership on the CRA Board. He shared that page two of the agenda item provides a breakdown of the \$23 million in savings to the County associated with the proposal.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Option 1 A-E: Accept the proposed restructuring of the County's participation in the Community Redevelopment Agency and direct the County Administrator to finalize the terms with the City, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 10, 2018 and include the following elements:*

- A. *Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).*
  - i. *County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).*
- B. *Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.*
- C. *Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.*
- D. *Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.*
- E. *Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.*

Commissioner Dozier stated that she could not support the motion. She noted that the County's funding for the Downtown CRA is extended three years more than anticipated and the term for the Frenchtown CRA has been extended eight years. She conveyed that the County having no voice on the CRA Board for the next 20 years was disconcerting and submitted that County representation has been very effective. Commissioner Dozier was also concerned that upcoming changes on the City Commission could slow down the CRA even more.

The motion carried 6-1 (Commissioner Dozier in opposition).

Commissioner Dozier spoke of the December 2014 change to the Interlocal Agreement which gave the CRA control of close to \$5 million in Tourist Development Tax (TDT) dollars. She acknowledged that some of the funds have been committed to the Cascades Park project for green rooms, etc., however, there still was no process to expend the unallocated dollars.

*Commissioner Dozier moved, duly seconded by Commissioner Dailey, to include in the negotiations with the City of Tallahassee the return of the County's authority over the unallocated Tourist Development Tax (TDT) funds formerly designated for a performing arts center.*

Commissioner Dozier continued that the County can be more efficient and the money would not be bound by CRA districts.

County Administrator Long noted that under the current Interlocal Agreement all of the expenditures associated with the TDT dollars would come before the Board for approval. He stated that with the Board's direction, staff could include the issue as part of the negotiations with the City.

Chairman Maddox stated that he was pleased that any expenditure of the funds would need Board approval and did not see any reason to return the monies to the control of the Tourist Development Office. He relayed that he could not support the motion.

Commissioner Dozier, while acknowledging that County approval would be needed, was concerned about the inertia that has occurred throughout the CRA process. She opined that by having the County and TDC staff administer the funds, projects more could get done more quickly.

*The motion carried 5-2 (Commissioners Maddox and Jackson in opposition).*

**15. Bid Award to Capital Asphalt, Inc. for the Asphaltic Concrete Materials and Services, Continuing Supply Contract**

County Administrator Long introduced the item.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve Agreement awarding bid to Capital Asphalt, Inc. in the estimated amount of \$6,357,462 for the Asphaltic Concrete Materials and Services, Continuing Supply Contract for a two-year period, and authorize the County Administrator to execute. The motion carried 7-0.*

**16. Consideration of the Voluntary Annexation Proposal from Persimmon Square, LLC to Annex Property Located at 5794 Thomasville Road**

County Administrator Long introduced the item.

*Commissioner Dailey moved, duly seconded by Commissioner Jackson, approval of Option 1: Do not object to the voluntary annexation proposal from persimmon Square LLC to annex property located at 5794 Thomasville Road. The motion carried 7-0.*

**17. Full Board Appointment to the Canopy Roads Citizens Committee and the Community Development Block Grant Citizens Advisory Task Force**

County Administrator Long introduced the item.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, the appointment of Holly Myers-Elhilow to the Canopy Road Citizens Committee for the remainder of an unexpired term plus a three-year term ending October 31, 2021. The motion carried 7-0.*

*Commissioner Proctor moved, duly seconded by Commissioner Dailey, the appointment of Linda Ryles-Lockley, Nita Jackson and Talethia Edwards to the Community Development Block Grant Citizens Advisory Task Force for a four-year term ending September 30, 2022. The motion carried 7-0.*

5:15 p.m. - Chairman Maddox announced that the Board had concluded its Consent and General Business Agendas and would recess for its dinner break. The Board will reconvene at 6:00 to conduct the scheduled public hearings.

## **SCHEDULED PUBLIC HEARINGS**

### **18. Joint County/City Adoption and Transmittal Public Hearings on the 2018 Cycle Comprehensive Plan Amendments**

The City and County Commissions met in joint session in the County Commission Chambers.

**Attending:** County Commission: Chairman Nick Maddox and Commissioners John Dailey, Mary Ann Lindley, Kristin Dozier, Jimbo Jackson, Bill Proctor, Bryan Desloge (via telephone). City Commission: Mayor Andrew Gillum and Commissioners Scott Maddox, Curtis Richardson, Gill Ziffer and Nancy Miller. Also attending were County Administrator Vince Long; County Attorney Herb Thiele; Interim City Manager Reece Goad and Clerk to the Board Rebecca Vause.

Chairman N. Maddox called the Joint County/City Adoption and Transmittal Public Hearings on the 2018 Cycle Comprehensive Plan Amendments to order at 6:02 p.m.

#### **Introductory Comments by Staff:**

Cherie Bryant, Director, Tallahassee-Leon County Planning Department, introduced the process by which the amendments would be voted upon. Pursuant to discussions regarding voting procedures for Comprehensive Plan amendments, Ms. Bryant indicated that the legal staffs of both the County and City have met on this issue and additional information will be provided at the April 10<sup>th</sup> public hearing. She advised that votes for this transmittal hearing would be taken as in the past whereby each commission will vote on all amendments.

#### **Public Hearing for 2018 Cycle Small Scale Comprehensive Plan Amendments**

Artie White, Comprehensive Planning Administrator, stated that the purpose of the public hearings is to adopt the small scale map amendments and to vote to transmit the large scale map amendments and text amendments to the State Land Planning Agency and other reviewing agencies. He advised that the small scale amendments only require one public hearing and would be adopted via ordinance at this public hearing; however, large scale amendments and text amendments require two public hearings and would be brought back for adoption on April 10, 2018.

- PCM201801: Parkway Place (Within City Limits)

Mr. White introduced and provided an overview of the proposed amendment. He advised that no public comment had been received on the item.



Speaker:

- Wade Pitt, 2015 Center Pointe Blvd, appeared on behalf of Parkway Place Partners (the applicant) and advised that he was available for questions. He requested that the amendment be adopted as recommended by staff and the LPA.

*Commissioner Richardson moved, duly seconded by Commissioner Ziffer, to approve Option 1a: Conduct the adoption public hearings on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201801. The motion carried 5-0.*

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, to approve Option 1a: Conduct the adoption public hearings on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201801. The motion carried 7-0.*

- PCM201802: PetroSouth (Within City Limits)

Mr. White introduced and provided an overview of the proposed amendment. He confirmed that there were no public speakers on the item.

*Commissioner Ziffer moved, duly seconded by Commissioner Richardson, to approve Option 1b: Conduct the adoption public hearing on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201802. The motion carried 5-0.*

*Commissioner Dozer moved, duly seconded by Commissioner Lindley, to approve Option 1b: Conduct the adoption public hearing on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201802. The motion carried 7-0.*

- PCM201803: FSU Health Clinic (Within City Limits)

Mr. White introduced and provided an overview of the proposed amendment. He confirmed there were no speakers on the item.

*Commissioner Ziffer moved, duly seconded by Commissioner Miller, to approve Option 1c: Conduct the adoption public hearing on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201803. The motion carried 5-0.*

*Commissioner Lindley moved, duly seconded by Commissioner Dailey, to approve Option 1c: Conduct the adoption public hearing on the 2018 Cycle Small Scale Comprehensive Plan Amendment PCM201803. The motion carried 7-0.*

- LMA201802: Capital Circle Light Industrial (Unincorporated Leon County)

Mr. White introduced and provided an overview of the proposed amendment. He confirmed there were no speakers on the item.

Commissioner Proctor asked about the expansion area included in the item. Mr. White explained that there is a small area (less than 1/10<sup>th</sup> of an acre total) that was not part of the rezoning request that staff recommends by included so that the entire area is designated as one land use and one zoning category.

*Commissioner Ziffer moved, duly seconded by Commissioner Richardson, to approve Option 1d: Conduct the adoption public hearings on the 2018 Cycle Small Scale Comprehensive Plan Amendment LMA201802, with expansion area. The motion carried 5-0.*

Commissioner Dailey moved, duly seconded by Commissioner Lindley, to approve Option 1d: Conduct the adoption public hearings on the 2018 Cycle Small Scale Comprehensive Plan Amendment LMA201802, with expansion area. The motion carried 7-0.

**First and Only Public Hearing on City of Tallahassee Ordinance 18-O-07 Adopting Small Scale Amendments to the Tallahassee-Leon County 2030 Comprehensive Plan**

Commissioner S. Maddox moved, duly seconded by Commissioner Miller, to conduct the first and only public hearing and adopt Ordinance 18-O-07 of the City of Tallahassee, thereby adopting the small scale amendments to the 2030 Tallahassee/Leon County Comprehensive Plan. The motion carried 5-0.

**First and Only Public Hearing on Leon County Ordinance Adopting Small Scale Amendments to the Tallahassee-Leon County 2030 Comprehensive Plan**

Commissioner Lindley moved, duly seconded by Commissioner Dozier, to conduct the first and only public hearing and adopt the proposed ordinance, thereby adopting the small scale amendments in unincorporated Leon County to the Tallahassee-Leon County 2030 Comprehensive Plan. The motion carried 7-0.

**Transmittal Hearings for 2018 Cycle Large Scale Comprehensive Plan Map Amendments**

Mr. White shared that the Transmittal Public Hearing would serve as the first of two public hearings on the following large scale map amendments:

- PCM201804: Chapel Drive (Within City Limits)

Mr. White introduced and provided an overview of the proposed amendment. He confirmed there were no speakers on the item.

Commissioner S. Maddox advised that approximately 14 years he sold a house to the property owner and out of an abundance of caution declared a conflict of interest and would not be voting on the proposed amendment. A copy of Commissioner S. Maddox's Form 8b "Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers" has been submitted to the Clerk and will be included as part of the official record.

Commissioner Richardson moved, duly seconded by Commissioner Miller, approval of Option 2a: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Amendments and transmit the proposed amendment PCM201804 to the State Land Planning Agency and review agencies. The motion carried 4-0 (Commissioner S. Maddox abstained).

Commissioner Dozier moved, duly seconded by Commissioner Jackson, approval of Option 2a: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Amendment and transmit the proposed amendment PCM201804 to the State Land Planning Agency and review agencies. The motion carried 7-0

- LMA201804: East Mahan (Unincorporated Leon County)

Mr. White introduced and provided an overview of the proposed amendment. He advised that two public comments had been received and both supported the amendment. He then confirmed there were no speakers on the item.

Commissioner S. Maddox moved, duly seconded by Commissioner Miller, approval of Option 2b: Conduct the transmittal public hearings on the 2018 Cycle Comprehensive Plan Amendments and

*transmit the proposed amendment LMA201804 to the State Land Planning Agency and review agencies. The motion carried 5-0*

Commissioner Proctor asked if other properties within the area should also be changed to Rural as they contain much of the same characteristics as the noted properties. Mr. White explained that at this time staff is only looking at one specific property; the reasons being that a Development Agreement between the property owner and the County signed in March 2007 stipulated that if development did not occur within 10 years and the Agreement was not extended, a Comprehensive Plan amendment would be initiated to revert it back to Rural.

*Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Option 2b: Conduct the transmittal public hearings on the 2018 Cycle Comprehensive Plan Amendment and transmit the proposed amendment LMA201804 to the State Land Planning Agency and review agencies. The motion carried 7-0.*

- LMA201805: Barcelona Offices (Unincorporated Leon County)

Mr. White introduced and provided an overview of the proposed amendment.

**Speaker:**

- Ricardo Hernandez, 1430 S. Dixie Hwy, Coral Gables, appeared on behalf of the owner and requested that staff's recommendation be accepted.

Commissioner Dozier confirmed with staff that all ingress/egress issues have been addressed and will continue to be monitored. Mr. White also referenced a letter (provided to the Joint Commissions) from Mr. Hernandez which provides further information from the applicant on this issue.

*Commissioner Ziffer moved, duly seconded by Commissioner Miller, approval of Option 2c: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Amendment and transmit the proposed amendment LMA201805 to the State Land Planning Agency and review agencies. The motion carried 5-0.*

*Commissioner Lindley moved, duly seconded by Commissioner Dailey, approval of Option 2c: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Amendment and transmit the proposed amendment LMA201805 to the State Land Planning Agency and review agencies. The motion carried 7-0.*

**Transmittal Hearing for 2018 Cycle Comprehensive Plan Text Amendment**

Mr. White conveyed that the Transmittal Public Hearing would serve as the first of two public hearings on the following text map amendments:

- PCT201801: Research and Innovation and Industry and Mining Land Uses

Mr. White introduced and provided an overview of the proposed amendment. He confirmed there were no speakers on the item.

*Commissioner Ziffer moved, duly seconded by Commissioner S. Maddox, approval of Option 3a: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Text Amendment and transmit the proposed amendment PCT201801 to the State Land Planning Agency and review agencies. The motion carried 5-0.*

Commissioner Proctor ascertained from County Attorney Thiele that fracking is not a permissible use in any zoning category and is specifically prohibited in Rural.



*Commissioner Dozier moved, duly seconded by Commissioner Jackson, approval of Option 3a: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Text Amendment and transmit the proposed amendment PCT201801 to the State Land Planning Agency and review agencies. The motion carried 7-0.*

- PCT201802: Regional Mobility Plan Maps

Mr. White introduced and provided an overview of the proposed amendment. He confirmed there were no speakers on the item.

*Commissioner Richardson moved, duly seconded by Commissioner Miller, approval of Option 3b: Conduct the transmittal public hearings on the 2018 Cycle Comprehensive Plan Text Amendment and transmit the proposed amendment PCT201802 to the State Land Planning Agency and review agencies. The motion carried 5-0.*

*Commissioner Dailey moved, duly seconded by Commissioner Jackson, approval of Option 3b: Conduct the transmittal public hearing on the 2018 Cycle Comprehensive Plan Text Amendment and transmit the proposed amendment PCT201802 to the State Land Planning Agency and review agencies. The motion carried 7-0.*

**Adoption of City Ordinance 18-Z-02 AA  
PRZ #170018: Parkway Place Rezoning (City Only)**

Mr. White read into the record: This is an ordinance of the City of Tallahassee, Florida designating and including additional territory as and in Commercial Parkway (CP) on the official zoning map of the City of Tallahassee adopted and established by the City Commission; providing for conflict and severability; and providing an effective date. (No speakers)

*Commissioner Miller moved, duly seconded by Commissioner Ziffer, adoption of Ordinance No 18-Z-02 AA; thereby amending the Official Zoning Map from the Residential Preservation – 1 and Residential Preservation – 2 zoning districts to the Commercial Parkway zoning district. The motion carried 5-0.*

**Adoption of City Ordinance 18-Z-03  
PRZ #170019: PetroSouth Rezoning (City Only)**

Mr. White read into the record: This is an ordinance of the City of Tallahassee, Florida designating and including additional territory as and in General Commercial (C-2) on the official zoning map of the City of Tallahassee adopted and established by the City Commission; providing for conflict and severability; and providing an effective date. (No speakers)

*Commissioner Richardson moved, duly seconded by Commissioner Miller, adoption of Ordinance 18-Z-03, thereby amending the Official Zoning Map from the Medium Density Residential zoning district to the General Commercial zoning district. The motion carried 5-0.*

**PRZ #170020: FSU Health Clinic Rezoning (City Only)**

Mr. White read into the record: This is an ordinance of the City of Tallahassee, Florida designating and including additional territory as and in Government Operational-1 (GO-1) on the official zoning map of the City of Tallahassee adopted and established by the City Commission; providing for conflict and severability; and providing an effective date. (No speakers)

*Hold the first of two public hearings on Ordinance No. 18-Z-04, and set second and final public hearing for March 21, 2018 at 6:00 p.m. in the Chambers of the City of Tallahassee City Commission at City Hall. Approved without Objection.*

### **Status Report on the Land Use Element Update**

Mr. White provided that the Tallahassee-Leon County Planning Department is currently updating the Land Use and Mobility Elements of the Comprehensive Plan to reflect community values. He shared five draft goals that are intended to serve as the basis for future public involvement and the development of objectives and policies. He then provided an overview of each of the following draft goals:

1. A Healthy Community
2. A Robust Economy
3. Places Where People Want to Live, Work and Play
4. Greater Housing Diversity
5. A Balanced Transportation Network

He advised that the next step included receiving more community involvement to help formulate the objectives and policies, of which will be brought back to both Commissions.

Commissioner Dozier established that it is staff's intent to have the objective and policy recommendations completed prior to the FY19 comprehensive plan cycle. She then noted that part of staff's "next step" includes "workshopping of draft objectives and policies with the Local Planning Agency". Commissioner Dozier stressed the need for both Commissions to be provided an opportunity to have discussion on proposed objectives and policies and recommended that both Commissions be provided status updates prior to the workshop with the LPA.

Commissioner Miller agreed and asked about scheduling a workshop for the Commissions to discuss and provide input on the objectives and policies.

Mr. White explained that the workshopping with the Local Planning Agency was only the immediate "next step" and that it is staff's intention for a workshop to be held with both the City and County Commissions. He also indicated that staff would also provide status reports throughout this process.

Commissioner Dozier indicated that it would be helpful to know the timeframe for the events mentioned.

*Commissioner Richardson moved, duly seconded by Commissioner Miller, approval of Option 5: Accept the status report on the Land Use Element Update. The motion carried 5-0.*

*Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval of Option 5: Accept the status report on the Land Use Element Update. The motion carried 7-0.*

### **19. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Light Industrial (M-1) Zoning District**

Mr. White read into the record: This is an ordinance amending Leon County Ordinance No. 9211 to provide for a change in zone classification from the Urban Fringe zoning district to the Light Industrial zoning district in Leon County, Florida; providing for conflicts; providing for severability; and providing an effective date. (No speakers).

Commissioner Proctor expressed some concerns about the proposed change, stating that the change to light industrial did not appear to be suited to the surrounding area. He asked if Southwood residents had been notified of the proposed change. Mr. White relayed that standard notification was provided and no public comment had been received.

*Commissioner Dozier moved, duly seconded by Commissioner Jackson to conduct the first and only public hearing and adopt the proposed ordinance amending the Official Zoning Map to change the zoning classification from the Urban Fringe (UF) District to the Light Industrial (M-1) Zoning District. The motion carried 6-1 (Commissioner Proctor in opposition).*

There being no further business to come before the Joint Commissions, Chairman Maddox adjourned the public hearing at 6:33 p.m.

### **CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

### **COMMENTS/DISCUSSION ITEMS**

#### **County Attorney Thiele:**

- Provided an overview of a February 22, 2018 memorandum to the Commission regarding a mediated settlement agreement that was reached in a case in which the County was a party. He requested a motion to accept the settlement agreement.
  - *Commissioner Lindley moved, duly seconded by Commissioner Dailey to ratify the settlement agreement. The motion carried 7-0.*

#### **County Administrator Long:**

- No items.

### **COMMISSIONER DISCUSSION ITEMS**

#### **Commissioner Dozier:**

- Commended the coordination between all law enforcement agencies for the student rally held at the Capital on February 21, 2018.
- Reflected on the success of the recent Village Square Town Hall.

#### **Commissioner Desloge:**

- Announced that he has been accepted into the Harvard University, JFK School of Government Institute for Senior Executives in State and Local Government and requested approval of funding for his participation in the program.
  - *Commissioner Proctor moved, duly seconded by Commissioner Jackson, to approve the County's funding of Commissioner Desloge's participation in the Harvard University, JFK School of Government Institute for Senior Executives in State and Local Government. The motion carried 7-0.*
- *Commissioner Desloge requested that staff bring back an agenda item on funding Over the Edge, an urban adventure fundraiser. Approved without Objection.*

#### **Commissioner Proctor:**

- Asked for clarification regarding the County's authority to limit the sale of assault weapons to 18-19 year olds.
  - County Attorney Thiele responded that counties are pre-empted by the state from implementing such regulations.
- Announced that he would host a "Black Panther Party, A Night in Wakanda" on Wednesday February 28, 2018 at the Moon. The event is free, but donations to benefit the Tallahassee Housing Authority Summer Youth Program will be accepted.

**Commissioner Dailey:**

- No items.

**Commissioner Lindley:**

- *Commissioner Lindley moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item on closing the gun show loophole in Leon County. The motion carried 7-0.*

**Commissioner Jackson:**

- Voiced his appreciation for the Board's support to pursue the establishment of a Children's Services Council District.
- *Requested a Proclamation recognizing former Commissioner Jane Saul's years of service to Leon County, to be presented at a future Board meeting. Approved without Objection.*

**Chairman Maddox:**

- No items.

**RECEIPT AND FILE:**

- None.

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 6:52 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
March 27, 2018**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Vice Chairman Jimbo Jackson and Commissioners Bill Proctor, Kristin Dozier, Mary Ann Lindley, Bryan Desloge and John Dailey. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Jordan Steffens and Clerk to the Board Rebecca Vause.

Chairman Maddox called the meeting to order at 3:01 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Commissioner Desloge who then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Chairman Maddox presented a Proclamation recognizing EC Presnell, St. John Paul II Catholic High School and Christine Oh, Chiles High School Leon who were selected to represent Talquin Electric at the National Rural Electric Cooperative Youth Tour in Washington, D.C.
  - Maicel Green, Media and External Affairs Coordinator, Talqin Electric, introduced the student representatives. She also introduced Abigail Stejskal of Maclay School who was chosen as an alternate. Ms. Green thanked the Board for the recognition.
- Commissioner Desloge presented a Proclamation recognizing April 3, 2018 as National Service Recognition Day.
  - Shington Lamy, Director, Office of Human Services and Community Partnerships, thanked the Board for its continued support of the Volunteer Services Division. He commented on the importance of volunteering in the community as many social service agencies depend on volunteers to be successful.
  - Commissioner Desloge reiterated the need for citizens to fill critical roles in the various County citizen committees and urged anyone who has an interest to visit the County's website for more details.

Chairman Maddox recognized Former Clerk of Court and Comptroller Bob Inzer; Former City Commissioner Mark Mustian; Former County Commissioners Cliff Thaell and Henry Lewis, III, and Chief Judge Jonathan Sjostrom, who were present in the Chambers.

**CONSENT:**

*Commissioner Desloge moved, duly seconded by Commissioner Dozier to approve the Consent Agenda, with the exception of Item #4, which was pulled for further discussion. The motion carried 7-0.*

**1. Minutes: December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the December 11, 2017 Board Retreat and February 13, 2018 Regular Meeting.*

**2. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for March 27, 2018, and Pre-Approval of Payment of Bills and Vouchers for the Period of March 28 through April 9, 2018.*

**3. Request to Schedule a Tax Exempt Financing Reform Act (TEFRA) Public Hearing for the Holy Comforter Episcopal School, Inc. Conduit Financing Request**

*The Board approved Option 1: Schedule a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing to consider issuance of bonds for Holy Comforter for Tuesday, April 10, 2018 at 6:00 p.m.*

**4. Request to Schedule a Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report**

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

**Speaker:**

- Dr. Ed Holifield, Longleaf Court, expressed his disappointment that issues such as race, childhood hunger, infant mortality, etc., were not among the issues to be discussed at the proposed workshop and was concerned about the lack of diversity among the proposed workshop participants. Dr. Holifield also expressed his frustration that the County's branch libraries are closed on Mondays.

Commissioner Proctor referenced item #13 and noted how the data identified in the ALICE Report could be used as a basis for the Committee as they deliberate on how to address the needs of children in the community. In response to Dr. Holifield, Commissioner Proctor recommended that workshop participants be expanded to include more diversity among the panel.

Chairman Maddox confirmed with County Administrator Long that staff would reach out to other organizations for more inclusion in the workshop.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Schedule the Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report for Tuesday, May 8, 2018 at 1:00 pm. – 3:00 p.m. The motion carried 7-0.*

**5. Commissioner Appointments to the Contractors Licensing and Examination Board and the Code Enforcement Board**

*The Board approved Options 1 & 2: 1) Ratify individual Commissioners appointments of citizens to the Contractors Licensing and Examination Board for three-year terms ending March 31, 2021: a. Commissioner Dailey appoints William Carpenter; b. Commissioner Lindley reappoints Scott Flowers, and c. Commissioner Proctor appoints Cheryl Clark, and 2) Ratify Commissioner Maddox's appointment of Willie Vann to the Code Enforcement Board for the remainder of the unexpired term ending July 31, 2020.*



**6. Agreement Between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services**

*The Board approved Options 1 & 2: 1) Approve the Agreement between Leon County and the Leon County Research & Development Authority for the Innovation Park Central Pond Trail Project Design and Construction Services, and authorize the County Administrator to execute, and 2) Approve the Resolution and associated Budget Amendment Request realizing the \$194,904 from the Leon County Research Development Authority into the County budget.*

**7. Plat of Upper East Subdivision and Acceptance of the Maintenance Agreement and Surety Device**

*The Board approved Option 1: Approve the plat of the Upper East Subdivision for recording in the Public Record contingent upon staff's final review and approval, and accept the Maintenance Agreement and Surety Device.*

**8. Local Agency Program Agreement Between Leon County and Florida Department of Transportation for the Design of Bicycle Lanes on a Portion of Smith Creek Road (CR375)**

*The Board approved Options 1, 2 & 3: 1) Approve the Local Agency Program Agreement with Florida Department of Transportation for the design of bicycle lanes on a portion of Smith Creek Road, and authorize the County Administrator to execute; 2) Adopt the Resolution for the Local Agency Program Agreement as referenced in the Locally Funded Agreement for the design of bicycle lanes on a portion of Smith Creek Road, and authorize the County Administrator to execute, and 3) Adopt the Resolution and Associated Budget Amendment Request realizing \$110,000 from the Florida Department of Transportation into the County budget..*

**9. Supervised Pretrial Release Program 2017 Annual Report**

*The Board approved Option 1: Accept the Supervised Pretrial Release Program 2017 Annual Report and authorize staff to submit to the Clerk of the Circuit Court and Comptroller for Leon County.*

**10. Status Report on America's First Christmas Project**

*The Board approved Option 1: Accept the status report on America's First Christmas Project.*

**11. Domi's FY 2017 Annual Report and Lease Extension**

*The Board approved Options 1, 2 & 3: 1) Accept Domi's FY 2017 Annual Report; 2) Authorize the County Administrator to execute any and all documents necessary to continue the Business Incubator Facility Lease Agreement through May 2021 at a base rent amount of \$1 plus Domi's payment of operating expenses, and 3) Authorize the County Administrator to execute an amendment to the Business Incubator Facility Lease Agreement with Domi, in a form to be approved by the County Attorney, to extend the County's contribution for broadband internet services to continue through September 30, 2019 in an amount not to exceed \$12,000 for FY 2019.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

**GENERAL BUSINESS**

**12. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses – Miscellaneous) of the Code of Laws of Leon County, Entitled “Criminal History Records Check and Waiting Period for Purchase of Firearms” for April 10, 2018 at 6:00 p.m.**

County Attorney Thiele introduced the item. He stated that the item responds to a request from the Board to bring back information on the regulation of firearm sales at gun shows and to close the gun show “loophole.” He advised that even though the Florida Legislature has preempted local governments from regulating firearms and ammunition, a provision exists in the Florida Constitution (Article VIII, Section 5(b)) which allows counties to adopt a regulatory ordinance that would “close the gun show loophole”. County Attorney Thiele offered that the County could, through the adoption of a regulatory ordinance, require non licensed sellers of fire arms to perform the necessary background check and could also impose a waiting period in which to transfer a firearm. He mentioned that enforcement would be done by local law enforcement officers.

Commissioner Lindley thanked everyone in attendance and commented that much feedback, both for and against, has been received on this issue. She remarked that the issue before the Board is to determine if it wishes to pursue a regulatory ordinance to close the loophole and to require either a three or five day waiting period. She indicated that she would advocate for a five day waiting period. Commissioner Lindley noted that those individuals who are already authorized to carry conceal would be exempt and a discussion would need to be held on enforcement. She stated that while the action is symbolic in large part, it is also practical and could be done by the County. She urged unanimous support from the Board to move forward to public hearing.

Speakers:

- Howard Purdue, 809 Maderia Circle, encouraged the Board to do what it can and to collaborate with other local governments in an effort to improve gun safety and protect citizens.
- Roy Blondeau, 6712 Buck Lake Road, spoke in support of the proposed ordinance and suggested that ATF could help with enforcement. He also suggested the Board consider the banning of gun shows.
- Former County Commissioner Henry Lewis, 6096 WW Kelley Road, spoke in favor of the proposed ordinance and urged the Board to adopt a five-day waiting period.
- Thomas Whitley, 2007 Dellwood Drive, Justice 850, urged the Board to exercise its authority to require criminal history checks and supported a five day waiting period. He stated that he was a member of Justice 850, a group of individuals dedicated to advocate for justice in the community as a member of faith. Mr. Whitley presented 254 letters of support for the proposed ordinance from individuals of Justice850. (The letters are included as part of the record).
- The following individuals waived their time in support of the proposed ordinance:
  - Barbara DeVane, 625 E. Brevard Street
  - Brenda Lee Lennick, 420 E. Park Avenue
  - Sarah Ramsey, 2021 Hickory Tree Lane
  - Albert Thorburn, 6851 Sea Biscuit Trail
  - Deborah Hernandez, 9586 Deer Valley Drive



- Colleen Thorburn, 6851 Sea Biscuit Trail
- Lee Ann Kilby, 1434 Crestview Avenue
- Sheldon Steen, 2116 Litan Lane
- Giancarlo Angolo, 2842 Sun Valley Court
- Ginny Dailey, 703 Live Oak Plantation Road
- Kim Armstrong, 1059 Parkview Drive
- Darwin Gamble, 1248 Halifax Court
- April Salter, 5443 Lawton Court
- Rev Joe Parramore, Faith in Public Life, urged the Board to approve the proposed ordinance.
- Charles Mims, stated that while he would support the Board's legal right to close the gun show loop hole, asked that it strongly consider a three-day waiting period.
- Alison Tant Richard, 6035 Boynton Homestead, spoke in favor of the proposed Ordinance and advocated for a five-day waiting period.
- David Jacobsen, 3019 Windy Hill Lane, President, Democratic Club of North Florida, shared that the organization is 100% in support of the proposed Ordinance and recommended a five-day waiting period.
- Jamie Ito, 411 Wilson Avenue, Moms Demand Action, urged the Board to move forward with the public hearing and opined that background checks are the single most effective policy to save lives.
- Richard Burton Bush, 3375 Capital Circle NE, voiced his support for the proposed ordinance and a five-day waiting period.
- Jon Harris Maurer, Equality Florida, spoke in support of the proposed ordinance.
- John Hendrick, Leon County Democratic Party, spoke in support of the proposed ordinance and a five-day waiting period.
- Former County Commissioner Cliff Thaell, 9601-59 Miccosukee Road, spoke in support of the proposed ordinance and a five day waiting period.

Commissioner Lindley moved, duly seconded by Commissioner Dailey, approval of Options 1 and 3: 1) Schedule the first and only public hearing to consider the proposed Ordinance amending Chapter 12 (Offenses-Miscellaneous) of the Code of Laws of Leon County Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms" for April 10, 2018 at 6:00 p.m. and 3): Direct staff to include a five-day waiting period in the Ordinance.

Commissioner Lindley offered that the longer waiting period would have an impact on, and hopefully prevent suicides.

Commissioner Dailey expressed his strong support for the motion. He asked County Attorney Thiele if Ordinance language should be added to address the Sheriff's concern with the 4<sup>th</sup> Amendment Right of Search and Seizure and asked if the County's current code enforcement language would needed to be amended.

County Attorney Thiele responded that the "WHEREAS" clause would be adjusted in the Ordinance presented for adoption at the April 10 Public Hearing. He also conveyed that language will also be included to allow code enforcement officers the ability to enforce the provisions of the Ordinance.

Commissioner Dailey offered a friendly amendment to include language in the proposed Ordinance which grants County code inspectors the authority to provide proactive enforcement, in addition to the Leon County Sheriff's Office, for enforcement of the Ordinance. Commissioner Lindley accepted the friendly amendment.

Commissioner Dailey conveyed his appreciation to Commissioner Lindley for bringing this issue back to the Board. He also expressed appreciation to citizens for taking the time to come address the Board on this topic and encouraged similar participation for the Public Hearing on April 10, 2018.

Commissioner Dozier thanked Sheriff McNeil for his support and willingness to work together on the issue. She expressed her support for the motion.

Commissioner Desloge also commended Commissioner Lindley for bringing this issue before the Board. He indicated that he had concerns regarding the definition of “public space” including locations such as garage sales and the government’s role in that. He also stated that he would like more discussion on the waiting period.

Chairman Maddox acknowledged the attempt by Commissioner Proctor almost 20 years ago to initiate a similar action and commented on the difference in public opinion which, he opined, most now support an a regulation which attempts to provide some control over who has the ability to purchase a firearm.

Commissioner Proctor recalled unsuccessful past attempts to prohibit gun advertisements on billboards on the Southside and commended citizens for coming out in support of the proposed Ordinance. He asked County Attorney Thiele if the Ordinance would require dealers to provide their license to sell firearms prior to being able to participate in a gun show. Mr. Thiele explained that, if the proposed Ordinance is approved, Code Enforcement would be tasked with ensuring dealers are appropriately licensed.

Commissioner Jackson thanked Commissioner Lindley for her leadership in this issue and to those citizens who provided input to the Board.

The motion as amended carried 7-0.

**13. Request to Schedule the First and Only Public Hearing for April 10, 2018 to Consider an Ordinance to Establish an Independent Children’s Service Council District Upon Voter Approval at the November 6, 2018 General Election**

County Administrator Long introduced the item and noted that the agenda item provides a complete analysis of the establishment of the District.

Speakers:

- Chief Judge John Sjostrom stated that as Chief Judge he would be one of the ex-officio members of the Children’s Services Council and stated that he is prepared to fill that statutory responsibility. He also spoke of his role as Juvenile Judge and his experience overseeing dependency cases. He mentioned that the availability of services to families can make a difference in the possible unification of families.
  - At the request of Commissioner Dailey, Chief Judge Sjostrom provided further detail on the types of services that are available to help keep families unified. The Chief Judge emphasized that while these programs can be successful, they are limited, through funding, in the number of families that can be served and impacted.
- Jon Moyle, 1006 Washington Court, urged the Board to move the issue forward to public hearing and ultimately the November ballot. He spoke of the great need in the community for the services that would be provided by the

establishment of the District and mentioned a number of individuals who are willing to serve as a Leadership Council.

- Commissioner Proctor spoke on the number of items to be on the November ballot and what could be done to ensure the public is educated on the initiative.
- Mr. Moyle responded that it would be up to the private community to advocate for the proposal and if the Board votes to move forward an advocacy campaign would be initiated.
- Monesia Brown, 2219 Thomasville Road, expressed her support for the scheduling of a public hearing. She asserted that Children Services Councils' make a difference and shared her firsthand experience of working with families in need of services.
- Rabi Jack Romberg, Temple Israel, stated that the creation of the Council would raise the education levels of children, especially those between 0-3 years of age. He urged the Board to schedule the public hearing.
- Joedrecka Brown Speights, MD, 8045 Oak Grove Plantation Road, spoke in support of the initiative. She offered that if children early in life experience trauma it increases their potential for chronic disease or early death. She advocated for health equity for children.
- Barbara DeVane, 625 E. Brevard Street, waived time in support of the proposed Ordinance.
- Roy Blondeau, 6712 Buck Lake Road, waived time in support of the proposed Ordinance.
- David Jacobsen, 3919 Windy Hill Lane, stated that during his tenure with state government, he administered a program that worked with counties that had Children's Services Council's and saw its positive impact on children. He urged the Board to move forward to public hearing.
- Sue Dick, Greater Tallahassee Chamber of Commerce, read into the record a position statement of the Board of Directors for the Chamber. A copy of which is attached for the record. She urged the Board to further study the needs of the community and develop a plan for establishing a Children's Services Council.
- Doug Martin, 1312 Nancy Drive, President of Communities and Schools of Florida. He remarked on those individuals who are at risk of dropping out of school and noted the lost economic potential of these individuals. He asserted that the cure for generational poverty is education and a systematic solution is needed to help solve this problem. He asked the Board to move the issue forward.
- Former County Commissioner Cliff Thaell, 9601 Miccosukee Road, discussed poverty in Leon County. He shared that there are 11,390 children who are food insecure (those who lack consistent access to nutritious food) in Leon County; which is the third most in Florida. He urged the Board to move forward to public hearing.
- Rosanne Wood, Leon County School Board, commented on issues facing Title 1 schools and the needs of the birth-five age group. She asserted that economics directly affects how successful children are in school. She also spoke on the need for better coordination efforts among government entities in providing services to children. She urged the Board to take the proposed ordinance to public hearing and let the citizen's weight in.
- John Hendricks, 1551 Cristobal Drive, spoke in support of scheduling a public hearing.
- Jane Johnson, 7184 Ox Bow Circle, stated that she had concerns about putting the ballot initiative before the voters at this time. She suggested a special need assessment should be done to identify where critical gaps are. She offered to help with the process.

Commissioner Dailey thanked the speakers for their input. He stated that he was a believer in the Children's Services Council and was ready to move forward to public hearing. He submitted that there are multiple studies available from local organizations which convey that there are many children in the County in need of services. He then discussed the process by which the Council is established and offered that Florida Statutes dictates that the Council will, within the first year, conduct a needs assessment. Commissioner Dailey stated that he was anxious to hear comments from the Board.

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 3: Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language that does not prescribe terms of reauthorization, thus requiring reauthorization in the 2030 General Election in accordance with Florida law.*

Commissioner Dozier offered a friendly amendment to move the public hearing from April 10 to May 22, 2018. She suggested that the extra time would allow the Board to obtain additional information and referenced the May 8 ALICE Workshop at which time staff and local human services providers will provide an overview of the Report and other social and economic indicators for the County. Commissioner Dailey accepted the friendly amendment.

Commissioner Dailey shared that after conferring with the County Administrator, that the Board could hold the public hearing as late as June or July and still be able to make the November ballot. Commissioner Dozier indicated that she would defer to Commissioner Dailey, but would prefer that it be scheduled May 22 or later.

Commissioner Dozier emphasized how critical the endeavor is and did not want to rush to public hearing without having first reviewed all available information.

Commissioner Desloge expressed concerns that there was not a specific plan for where the money would be spent. He suggested that a community needs analysis was needed before placing before the voters. He also shared his angst that a new taxing authority would be established that the County would have very little oversight. Commissioner Desloge provided that the average overhead for a Children's Services Council is 10 percent and submitted that if there is a need that is not being responded to it should be addressed by the Board first.

*Commissioner Desloge offered a Substitute Motion, which was duly seconded by Commissioner Maddox, to conduct a community-wide needs analysis to determine the needs of the community and how specific unmet would it be funded.*

Commissioner Dailey respectfully disagreed and argued that an array of very specific needs, such as child hunger and homelessness, prenatal care, infant mortality, mental health screenings in schools, youth incarceration, and youth abuse have been identified. He addressed Commissioner Desloge's concerns regarding the establishment of the special district stating that this is a mechanism utilized by many local governments to address issues in their community. He reiterated his support to move forward with the public hearing.

Commissioner Proctor commended staff on the comprehensive nature of the agenda item. He stated that he would support the original motion but was concerned that the November General Election ballot would be too crowded and did not believe the public would support the matter. He did establish with County Attorney Thiele that the Board could, instead, raise its own millage and earmark those funds for a specific function.

Commissioner Lindley also voiced her support for the original motion, as amended. She stressed the need to make a strong case for the initiative to the public.

Commissioner Jackson, as a principal of a Title IV school, argued that this is the perfect venue to provide services to those in need and were unsure where to turn. He proclaimed that early intervention programs have a direct impact on child readiness and economic success.

Chairman Maddox emphasized the importance of this endeavor. He stated that while he was apprehensive about placing it on the ballot, the need was too immense to ignore. He stated that he would place his faith in the efforts of the leadership group to convince the public of the importance and need for the Children's Services Council District.

Chairman Maddox rescinded his second to the Substitute Motion.

*The original motion as offered by Commissioner Dailey and seconded by Commissioner Dozier was back on the floor.*

Commissioner Dailey amended the motion to set the public hearing for June 19, 2018.

Commissioner Dozier clarified with County Attorney Thiele that this is a taxing authority authorized up to .5 mills and is not open ended. He added that .5 mills is the cap, but it could be less based on results of the needs assessment. Commissioner Dozier also mentioned that the Board would have a member on the Council and input on the Governor's appointments.

Commissioner Dozier requested an agenda item to be brought back at the Board's May 22, 2018 meeting to include a high-level overview of existing research relative to issues impacting children in Leon County. Chairman Maddox asked that the agenda item also include an update from the Leadership Group to ascertain their plans to help passage of the initiative. Commissioner Dailey accepted this is an amendment.

Commissioner Desloge reiterated his concerns about allowing a separate entity to have such control and noted that the Board could, on its own, earmark .5 mills of its budget for children's services.

Commissioner Proctor suggested that the County consider utilizing its "County Link" publication to share the finding from the ALICE Report with the public. He confirmed with County Administrator Long that any dollars utilized for the initiative had to be for educational purposes, not advocacy. County Attorney Thiele added that Commissioners, individually, are not prohibited from speaking for or against the measure.

*The motion, as amended, carried 7-0.*



**14. Status Update on the Proposed Restructuring of the Community Redevelopment Agency**

County Administrator Long introduced the item. He shared that the status update seeks Board authorization for the County Administrator to finalize the proposed restructuring of the Community Redevelopment Agency (CRA) as approved by the Board at its February 27, 2018 meeting; but without the additional changes to the ongoing Tourist Development cultural funding allocation process to be considered in the negotiations with the City.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Accept the status report on the proposed restructuring of the Community Redevelopment Agency, and 2) Direct the County Administrator to proceed with finalizing the proposed restructuring of the Community Redevelopment Agency, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 24, 2018 and include the following elements:*

- A. *Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023)*
  - i. *County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).*
- B. *Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.*
- C. *Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.*
- D. *Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.*
- E. *Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.*

*The motion carried 6-0 (Commissioner Dozier out of Chambers).*

**15. Bid Award to M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit**

County Administrator Long introduced the item. He provided that the vendor was the lowest responsive bidder and met all MBE and aspirational targets set for the bid.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the bid award to M of Tallahassee, Inc. in the amount of \$4,407,000 for the Woodside Heights Wastewater Retrofit, and authorize the County Administrator to execute the construction agreement. The motion carried 7-0.*

**16. Public Safety Coordinating Council Recommendation to Fund Bethel Ready4Work-Tallahassee Reentry Program**

County Administrator Long introduced the item. He indicated that the item was in response to the Board's request for the Public Safety Coordinating Council (PSCC) to make recommendation on how to allocate the \$87,783 in one-time funding set aside for public safety and crime prevention. He shared that PSCC recommends funding the Bethel Ready4Work-Tallahassee Reentry Program.

*Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval of Options 1 & 2: 1) Accept the recommendation from the Public Safety Coordinating Council and approve the agreement with Bethel Empowerment Foundation, Inc.,-Bethel Ready4Work-Tallahassee Reentry Program for the Intervention and Community Reentry Program in the amount of \$87,783, and authorize the County Administrator to execute the agreement, and 2) Approve the associated Budget Amendment Request from the Crime Prevention Contingency Account. The motion carried 7-0.*

**17. Funding Request to Support over the Edge - Tallahassee**

County Administrator Long introduced the item. He stated that the item considers providing \$10,000 for Leon County to be a presenting sponsor for the Over the Edge-Tallahassee fundraising event. He conveyed that this is not a budgeted expenditure; however, should the Board wish to fund the event, adequate funding is available from contingency.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the funding request to support Over the Edge-Tallahassee in the amount of \$10,000, and approve the Sponsorship Agreement and authorize the County Administrator to execute, and 2) Approve the associated Budget Amendment Request.*

Commissioner Dailey recalled that Over the Edge's request in the previous year was intended to be a one-time request for funding. County Administrator Long confirmed that staff did not anticipate the recurring request for funding from the organization.

*Commissioner Lindley offered a Substitute Motion, which was duly seconded by Commissioner Dailey, for Option 3: Do not approve the funding request to support Over the Edge Tallahassee and do not authorize the County Administrator to execute the Sponsorship Agreement.*

Commissioner Lindley offered that there are many nonprofits providing great services throughout the community and was unclear why the Board should approve funding for this particular organization.

Commissioner Dozier, while understanding Commissioner Lindley's reservations, noted that the fundraising event supports a number of various organizations and suggested that the Board consider funding in a lesser amount.

Commissioner Proctor reminded the Board that it routinely provides funding to the Red Hills Horse Trials in a much larger amount than is being requested.

Commissioner Desloge indicated that he would be supportive of any amount the Board deemed appropriate.

Commissioner Dailey stated that he could support a lower funding amount and recommended that any future funding requests should be part of the Board's annual budget process.

*Commissioner Lindley rescinded her substitute motion.*



*Commissioner Dailey offered a Substitute Motion, which was duly seconded by Commissioner Lindley, for approval of Option 1, as amended and 2): 1) Approve the funding request to support Over the Edge-Tallahassee in the amount of \$10,000 \$2,500 and approve the Sponsorship Agreement (Helmet Sponsor) and authorize the County Administrator to execute, and 2) Approve the associated Budget Amendment Request.*

Commissioner Dozier voiced her appreciation for the sponsorship level and suggested that the motion be amended to include future funding requests be made as part of the budget process. The amendment was accepted by Commissioner Dailey.

Chairman Maddox asked that the motion include a revised budget amendment in the amount of \$2,500 and that Commissioner Proctor rescind the original motion.

Commissioner Dailey amended his motion to include a revised budget amendment in the amount of \$2,500

Commissioner Proctor rescinded the original motion.

The motion, as amended, carried 7-0.

## **SCHEDULED PUBLIC HEARINGS**

Chairman Maddox called the Public Hearing to order at 6:00 p.m. and the Board conducted the following public hearings.

### **18. First and Only Public Hearing for the Type “C” Site and Development Plan Application for the Benners Sand Mine on Tram Road**

County Administrator Long announced the public hearing. He shared that the Development Review Committee has reviewed the item and recommended approval. He confirmed there were no speakers on the item.

*Commissioner Lindley moved, duly seconded by Commissioner Jackson, approval of Option 1: Conduct the first and only public hearing for the Type “C” site and development plan application for the Benners Sand Mine on Tram Road and approve the application based on the findings of fact and conclusions of law included herein and those established within the Development Review Committee’s record, as well as any evidence received at the Public Hearing. The motion carried 7-0.*

### **19. First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision**

County Administrator Long announced the public hearing. He stated that the road improvements were requested by the Tower Oaks property owners in accordance with the County’s 2/3 Ordinance. He confirmed there were no speakers on the item.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Conduct the first and only public hearing and adopt the Resolution approving requested road improvements for Tower Oaks Subdivision, and 2) Approve the Resolution and associated Budget Amendment Request. The motion carried 7-0.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS** (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

**COMMENTS/DISCUSSION ITEMS**

**County Attorney Thiele:**

- Read into the record the announcement of the Holy Comforter Episcopal Church TEFRA hearing.

**County Administrator Long:**

- No Items.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Dozier:**

- *Commissioner Dozier moved, duly seconded by Commissioner Dailey, approval for a Proclamation recognizing the 40<sup>th</sup> Anniversary of the “Save the Old Capitol Night” on March 30, 2018. To be presented at the event. The motion carried 7-0.*
- Suggested Board discussion on ways to assist developers in assessing the archeological and historical significance of project sites.
  - *Commissioner Dozier moved, duly seconded by Commissioner Lindley, to direct staff to bring back an agenda item to explore how the County could assist developers in assessing the archaeological and historical significance of sites and buildings being redeveloped. The motion carried 7-0.*

**Commissioner Desloge:**

- Commended both the FSU Men and Women Basketball teams on their accomplishments this past season.
- Commented on his appreciation for the civility among the Board as it discusses sensitive issues.

**Commissioner Dailey:**

- Announced that this would be the last meeting for his aide Andy Harrison and thanked him for his service.

**Commissioner Proctor:**

- At the request of Commissioner Proctor, shared that the Opioid RFP has been drafted and is awaiting issuance. He expects to have an agenda item before the Board on this issue in May.
- Commented on the degrading of the water body on the Southside.
  - *Commissioner Proctor moved, duly seconded by Commissioner Dailey, to direct staff to bring back a toxicology report on the waterbody adjacent to St. Marks Trail and west of South Adams Street. The motion carried 7-0.*
- Noted that there are no street lights in the Crawfordville Road/Capital Circle area.
  - *Commissioner Proctor moved, duly seconded by Commissioner Jackson, to direct staff to bring back an agenda item on the possibility for installation of additional street lights in the Crawfordville Road/Capital Circle area. The motion carried 7-0.*
- *Commissioner Proctor moved, duly seconded by Chairman Maddox, approval for a Proclamation recognizing the TCC Women’s Basketball team for winning the Junior College National Championship. The motion carried 7-0.*
- Gave kudos to Andy Johnson, Assistant to the County Administrator, for the efficiency in which he facilitated this session’s legislative meeting.

**Commissioner Lindley:**

- Recalled that she had at the last Board meeting, requested that a public hearing be scheduled to consider making Constitutional Officers nonpartisan.
  - *Commissioner Lindley moved, duly seconded by Commissioner Dozier, to rescind the Board's April 10, 2018 Public Hearing to consider an ordinance to amend the Leon County Charter to provide for non-partisan elections for all County Constitutional Officers. The motion carried 7-0.*

**Commissioner Jackson:**

- Expressed his appreciation for the variety of issues being addressed by the Board.

**Chairman Maddox:**

- The following proclamation requests were offered on behalf of Chairman Maddox:
  - *Commissioner Dailey moved, duly seconded by Commissioner Maddox, a Proclamation recognizing Public Works Week. To be presented at the April 10, 2018 Board meeting. The motion carried 7-0.*
  - *Commissioner Dailey moved, duly seconded by Chairman Maddox, a Proclamation declaring May 8, 2018 as Bike Month in Leon County. To be presented at the May 8, 2018 Board meeting. The motion carried 7-0.*
- Acknowledged the recent passing of Robert Travis, Jr., President of the Tallahassee Branch of the NAACP.

**RECEIPT AND FILE:**

- None.

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 7:00 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

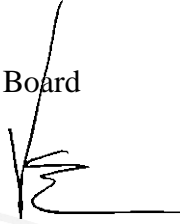
## Agenda Item #2

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Payment of Bills and Vouchers



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Tiffany Fisher, Management Analyst

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted May 8, 2018 and pre-approval of payment of bills and vouchers for the period of May 9, 2018 through May 21, 2018.

### **Fiscal Impact:**

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

### **Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for May 8, 2018, and pre-approve the payment of bills and vouchers for the period of May 9, 2018 through May 21, 2018.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the May 8<sup>th</sup> meeting, the morning of Monday, May 7, 2018. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Due to the Board not holding a regular meeting until May 22, 2018, it is advisable for the Board to pre-approve payment of the County's bills for May 9, 2018 through May 21, 2018 so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

1. Approve the payment of bills and vouchers submitted for May 8, 2018, and pre-approve the payment of bills and vouchers for the period of May 9, 2018 through May 21, 2018.
2. Do not approve the payment of bills and vouchers submitted for May 8, 2018, and do not pre-approve the payment of bills and vouchers for the period of May 9, 2018 through May 21, 2018.
3. Board direction.

### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #3**

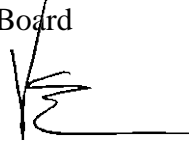


# Leon County Board of County Commissioners

## Agenda Item #3

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Citizen Review Teams for FY 2019 and FY 2020 Community Human Services Partnership Funding Cycle

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Felisa Barnes, Financial Compliance Manager Tiffany Robinson, Human Services Analyst

### **Statement of Issue:**

In accordance with the Community Human Services Partnership (CHSP) Memorandum of Understanding between the County and City of Tallahassee, this agenda item seeks the Board's ratification of the memberships of the CHSP Citizen Review Teams for the FY 2019 and FY 2020 funding cycle.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Ratify the CHSP Citizen Review Teams for the FY 2019 and FY 2020 Community Human Services Partnership funding cycle (Attachment #1).

## **Report and Discussion**

### **Background:**

On December 12, 2017, the Board approved a CHSP Memorandum of Understanding (MOU) with the City that memorialized details of the mutual commitment to the CHSP process (Attachment #2). The MOU formally established a two-year application and funding process for CHSP which will commence with the FY 2019 and FY 2020 funding years. Additionally, the MOU outlines the Citizen Review Team (CRT) process which reviews, evaluates and makes funding recommendations. In accordance with the MOU, the County and City may adopt independent processes for ratifying the CRT membership. As a result, this agenda item seeks the Board's ratification of the FY 2019 and FY 2020 CRT teams.

### **Analysis:**

Since its inception, citizens have played a critical role in the CHSP process. Citizen volunteers serve on teams assigned to review agency applications, evaluate agency presentations, and make funding recommendations for consideration by both the County and City commission. CHSP funding is organized into human services categories that help address the needs of the community. One CRT is assigned to each human service category for a total of 10 teams. The CHSP categories are:

1. Children's Services
2. Community Support Services
3. Services for Persons with Disabilities
4. Basic Needs and Emergency Services
5. Family Support Services
6. Physical health Services
7. Senior Services
8. Youth Recreation and Character Building Services
9. Youth Education Services
10. Promise Zone (Funded by the City only)

The MOU provides for the requirements of the CRTs which are as follows:

- A. Citizen Review Teams shall be established to review, evaluate, and make funding recommendations for each human services category.
- B. Citizen Review Teams shall be comprised of individuals that reside or work within the City of Tallahassee or the unincorporated areas of Leon County.
- C. Citizen Review Team members shall be recruited through an open advertisement process.
- D. All Citizen Review Team members serve on a voluntary basis.

- E. Heads of agencies and/or organizations of programs funded through the CHSP or requesting funding through CHSP are prohibited from serving on Citizen Review Teams.
- F. The County and City may have independent processes for ratifying the Citizen Review Team members.
- G. The County Administrator, or designee and the City Manager, or designee reserve the right to establish a process to gather input from members of Citizen Review Teams following the completion of the evaluation and funding recommendation for each two-year period.

During each CHSP grant funding cycle, the County and City jointly recruit citizens to review agency applications and make funding recommendations. The recruitment process begins in late February with advertisements in the local newspaper, the County and City's respective websites and the CHSP portal. Emails are also distributed through VolunteerLeon, Leadership Tallahassee, and the local National Pan-Hellenic Council member sororities and fraternities.

Since this funding cycle marks the first time that the UWBB will not participate in the CHSP process, County and City staff met with UWBB staff in December 2017 to coordinate timelines for the respective application periods, agency site visits, and recruitment schedules for citizens to serve on CRTs. The purpose of the efforts were to reduce significant scheduling overlaps and the time commitment required for citizens that wish to participate in both the CHSP and the UWBB funding processes.

Volunteers interested in serving on the CRTs register through the CHSP portal by providing their contact information, demographics, skills, background, and occupation. They are registered for mandatory CRT training workshops, which were held March 29 and 30, April 3 and 4, 2018. Training workshops are held for both new and veteran CRT volunteers. During the workshop, staff provides extensive training on the CHSP process and responsibilities of the CRT volunteers. Those responsibilities include reviewing all application materials to prepare for the agency site visit; attending all assigned agency presentations and the deliberation sessions; and participating fully in the funding decision making process in order to make recommendations in a fair, professional, and unbiased manner.

County and City staff collectively vet and assign volunteers to the 10 teams. The volunteers are vetted by staff with consideration given to their past and previous employment, professional and personal experience, interest, and potential conflicts of interest. The process allows staff to assign volunteers to teams based on their availability, skill set, and any identify potential conflicts of interest. As a part of the process, the staff also makes a concerted effort to ensure that the each team composition represents a cross section of the community.

Staff provides both the volunteers and agencies an opportunity to report any potential conflicts of interest prior to the start of the site visits. Volunteers are provided a list of the agencies that applied for CHSP funding as part of the workshop training in order to notify staff of any potential conflicts of interest. In the event the volunteers report a conflict, staff adjusts the

proposed team compositions. The revised list of CRT members is sent to the agencies for final review.

Each CRT is assigned a Team Leader and a Time Keeper to manage agency site visits and facilitate CRT discussions. The leaders are chosen based on their availability, leadership experience, and past performance as a CRT member. Past performance includes demonstrated knowledge of the CHSP process and the number of years serving on a CRT. The Team Leader and Time Keeper are generally selected by staff from a list of veteran CRT members. The veteran list is compiled by CHSP staff that have noted leadership skills demonstrated by CRT members during past grant review cycles. The volunteers are required to adhere to certain responsibilities in their assigned roles as CRT members.

The Team Leader's primary responsibilities are as follows:

- Act as facilitator during agency presentations and teams deliberations;
- Keep order and assure team discussions focus solely on information obtained from agency materials and presentation; and
- Maintain an environment during agency presentations and deliberations that allow each CRT member to express their opinions openly.

The Time Keeper primary responsibilities are as follows:

- Assume duties of Team Leader his/her absence;
- Manage the agency site visit, ensuring adherence to the amount of time given for each segment of the presentation; and
- Ensure agency presentations are conducted in accordance with the guidelines specified in the CHSP Program Description Manual.

As previously mentioned, the upcoming cycle will mark the first two-year funding cycle for CHSP. Agency programs will be awarded funding for FY 2019 and FY 2020. A total of 98 citizens registered and participated in a mandatory workshop in order to serve on a CRT and all were assigned. Attachment #1 reflects the name of the citizens and the organizations that they represent. The size of the CRTs vary between eight and 12 members. A total of 79 agency site visits have been scheduled. The evaluation process is expected to be completed in mid-June. Following this process, agencies will be notified of the CRTs recommended funding for the two funding years in early July. The agencies will have the opportunity to appeal the funding recommendations of the CRTs. As stated in the CHSP procedures, if any appeals are received, staff would appoint an independent Appeals Committee comprised of CRT members from various teams to hear the appeals and render final recommendations in early August. The CRT's funding recommendations will be submitted to the County and City commissions for approval in early September.

**Options:**

1. Ratify the Citizen Review Teams for the FY 2019 and FY 2020 Community Human Services Partnership funding cycle.
2. Do not ratify the Citizen Review Teams for the FY 2019 and FY 2020 Community Human Services Partnership funding cycle.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Membership of Community Human Services Partnership's Citizen Review Teams
2. Leon County – City of Tallahassee Memorandum of Understanding on Community Human Services Partnerships

**2018 Citizen Review Team Members  
Community Human Services Partnership**

<b>Team One: Children's Services</b>
<b>Team Leader: Gwendolyn Fillyau, Florida A &amp; M University</b>
<b>Time Keeper: Liane Schrader, Florida League of Cities</b>
Brittany Beihl, Hancock Whitney Bank
Robert Thaler, America's Second Harvest
Terry Price, Philadelphia Primitive Baptist Church
Jonetta Chukes, Office of the Public Guardian
Suzanne Stevens, Big Bend Cares
Brenda Thomas, Smith-Williams Service Center Foundation
Christopher Jones, Secure Records Solution
Jenna Scott, Florida State University

<b>Team Two: Community Support</b>
<b>Team Leader: Joe Baker, Department of Health</b>
<b>Time Keeper: Kara Palmer-Smith, CareerSource</b>
Alison Voorhees, Capital City Bank
Margo Thomas, Tallahassee Community College
Kaye Crawford, Self-Employed
Shonda Davis, Capital Medical Society
Shelley Cason, Leon County
Ann Marie Brattain, Retired
Jacqueline Byrd, Florida A & M University

<b>Team Three: Persons with Disabilities</b>
<b>Team Leader: Judie Miller, Retired</b>
<b>Time Keeper: Roland Steele, RAS Steele, LLC</b>
Susan Borland, Challenger Learning Center
Alison Laughlin, Capital City Bank
Rachel Oliver, Boys & Girls Club
Paul Shamoun, Florida League of Cities
Roshanda Dorsey, Capital Medical Society Foundation
Samantha Zadikow, Early Learning Coalition

<b>Team Four: Basic Needs</b>
<b>Team Leader: Jacquelyn Steele, FL Commission on Human Relations</b>
<b>Time Keeper: Laura Johnson, Florida Blue</b>
Eureka Jenkins, Department of Revenue
Kyra Adams, Capital Area Healthy Start
Linda Ryles-Lockley, Boys & Girls Club
Dennis Smith, Florida State University Urban & Regional Planning
Nicole Ballas, Elder Care Services
Wendy Strickland, Community Advocate
Samantha Boge, Boge Arbitration

<b>Team Five: Family Support</b>
<b>Team Leader: Ralph DeMeo, Baker Donelson</b>
<b>Time Keeper: Colette Podgorski, Florida State University Foundation</b>
Chris Wells, Sickle Cell Foundation
Betty Rivers, Retired
Joanne Dyer, Community Advocate
Dr. Patty Ball Thomas, Florida A & M University
Gretchen Brantley, Education Practices Commission
Burenette Smith, Community Advocate
Stacy Tinner, Florida A & M University
Corbin DeNagy, Florida State University
Marva Williams, Legal Aid Foundation
Tracie Hodge, Early Learning Coalition

<b>Team Six: Physical Health</b>
<b>Team Leader: William McCloud, Cantella &amp; Co., Inc.</b>
<b>Time Keeper: LaFonda Wilson, Kids Incorporated</b>
Daria Ibach, Capital City Bank
Melanie Howe, Florida League of Cities
Tony Barber, Retired
Shontina Allen, Higher Heights Creative Solutions
Ana Carroll, Legal Services of North Florida
Kathy Godwin, Capital City Bank
Tamara Garland, Florida Department of Health
Rian Meadows, Community Advocate



<b>Team Seven: Senior Services</b>
<b>Team Leader: Dan McGrew, CareerSource</b>
<b>Time Keeper: Jan Smitherman, Capital Health Plan</b>
Margaret White, Retired
Varissa Dawson, Community Advocate
Jann Tucker-Pettway, State of Florida
Summer Bogs, Big Brothers Big Sisters
Lauri Hunter, Self-Employed
Samantha Vance, Ladies Learning to Lead
Cecka Green, Leading Age Florida

<b>Team Eight: Youth Character Building</b>
<b>Team Leader: Dr. Anika Fields, Florida A &amp; M University</b>
<b>Time Keeper: Kevin Winship, Children's Home Society</b>
Holly Bernardo, Ability 1st
Doris Patridge, Community Advocate
Sabrina Rodriguez-DeConte, PACE Center for Girls
Michele Burt, Self Employed
Laurel Cosgrove, Volunteer Advocate
Dee Robinson, CareerSource
Tamara Veal, Community Advocate

<b>Team Nine: Youth Education</b>
<b>Team Leader: Kevin Forsthoefel, Ausley McMullen</b>
<b>Time Keeper: Gabrielle Gabrielli, Gabrielle Consulting, Inc.</b>
Charlie Adams, Comprehensive Emergency Services Center
Ubie Brantley, Leon County
Shan Pompey, Refuge House
Jess Tharpe, Capital City Youth Services
Chris Szorcsik, Community Advocate
Samantha Reaves, Challenger Learning Center
Nancy O'Farrell, Retired

<b>Team Ten: Promise Zone</b>
<b>Team Leader: Dr. Marilyn McGhee, Florida State University College of Nursing</b>
<b>Time Keeper: Crystal Peltier, Earl Bacon Agency</b>
Arun Dhanarajan, Big Bend Homeless Coalition
Elizabeth Emmanuel, Leadership Tallahassee
Donna Austin, Croire Inc.
Melissa Watson-Fairley, Capital Area Community Action Agency
LaTanya White, Community Advocate
Rosemary Farrell, Community Advocate
Julie Smith, Salvation Army
Royle King, Leon County
Lauren Kelly-Manders, FSU Sponsored Research

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LEON COUNTY AND THE CITY OF TALLAHASSEE  
IN SUPPORT OF THE COMMUNITY HUMAN SERVICES PARTNERSHIP**

This Memorandum of Understanding is entered into on the *2* day of *March* 2018 by and between Leon County, Florida (the County) and the City of Tallahassee (the City) to express mutual support and commitment to the Community Human Services Partnership.

**WHEREAS**, Leon County, the City of Tallahassee, and the United Way of the Big Bend (UWBB) established the Community Human Services Partnership (CHSP) in 1997 to ensure cooperative and collaborative support in funding agencies that provide direct human services to the community in a manner that assures a balanced, effective and efficient delivery system; and

**WHEREAS**, in August 2016 the UWBB informed the County and City of its intent to disengage from the CHSP commencing with the FY 2018/2019 planning and funding cycle; and

**WHEREAS**, the County and City Commissions subsequently and respectively expressed their mutual continued support for and commitment to the CHSP; and

**WHEREAS**, the CHSP will serve as a shared County and City planning and funding distribution process for the delivery of human services to those with the greatest need in our community; and

**WHEREAS**, the County and City Commissions respectively wish to provide broad policy direction and structure for the CHSP process,

**NOW THEREFORE**, the County and the City mutually agree to the following:

**I. Goals and Objectives**

- A. The goal of the CHSP fund distribution process is to review agencies' capabilities and performance, and match requests for program funding to community needs, then distribute the available funds in a manner that assures a balanced, effective and efficient human services delivery system.
- B. The County and City will maintain the following mutually adopted objectives for the CHSP:
  1. Ensure that a majority of CHSP funds are used to provide direct client services to the lowest socio-economic areas where the most difficult social conditions exist.

2. Through the Citizen Review Teams, ensure that 100% of the funds are allocated towards the areas of greatest need and opportunity.
3. Support and maintain the optimal level of human services possible with the amount of resources available.
4. Provide a service delivery system that best matches identified community needs.
5. Focus spending of CHSP funds toward a long-range perspective, which incorporates changing needs and trends relative to how needs should be met.
6. Provide a means for an ongoing review of the program and the financial needs of agencies participating in the CHSP process through program monitoring.
7. Provide a method for measuring the cost and effectiveness of the programs addressing multiple community needs.
8. Use CHSP funds to complement and supplement the agencies' budgets for the provision of comprehensive services, including all tax-supported and voluntary agency activities.
9. Ensure that funds are distributed to human service agencies without unnecessarily duplicating program funding at the expense of others.
10. Eliminate duplicate preparation of applications and reviews or interviews by agencies.
11. Maximize the level of state and federal funds coming into the community through match opportunities.
12. Provide a forum for information sharing and an opportunity to find common ground in defining terms, goals and objectives.
13. Ensure that CHSP funded agencies adhere to the American Institute of Certified Public Accountants (AICPA) standards of accounting for nonprofits.

## II. Funding by the Governing Bodies

- A. The CHSP funds shall be awarded annually for a two-year period, subject to the annual appropriation by the County and City Commissions respectively.
- B. The County and City Commissions shall respectively establish funding levels once every two years beginning in the spring of 2018 for the CHSP two-year funding period.
- C. The County and City Commissions shall consider and determine the final distribution of the CHSP funds to agencies for each two-year period and biennial contracts with the agencies.

III. Administration

- A. The CHSP will be administered jointly by the County and City.
- B. The County Administrator, or designee and the City Manager, or designee shall develop and maintain procedures for the implementation and administration of the CHSP process.
  - i. County Administrator, or designee and City Manager, or designee will execute agency biennial contracts.
- C. The County and City shall mutually establish and support an on-line system that provides, but is not limited to the following services:
  - 1. The CHSP Information and Notification
  - 2. Funding Request Application
  - 3. Agency Reimbursement and Reporting
  - 4. Data Collection
  - 5. Recruitment for Citizens Review Team members

IV. Human Services Categories

- A. The County and City Commissions shall jointly and periodically review, evaluate and revise the human services categories and the funding level for each category.
  - i. The initial human services categories established for the first two-year period (FY 2018/2019 and FY 2019/2020) are as follows:
    - 1. Children's Services
    - 2. Community Support Services
    - 3. Services for Persons with Disabilities
    - 4. Basic Needs and Emergency Services
    - 5. Family Support Services
    - 6. Physical Health Services
    - 7. Senior Services
    - 8. Youth Recreation and Character Building Services
    - 9. Youth Education Services
    - 10. Promise Zone (City only)
- B. The funding allocation established in FY 2017/2018 for CHSP shall serve as the base funding level for each human services category for the first two-year CHSP funding period (FY 2018/2019 and FY 2019/2020).
- C. Any restrictions on the use of funds shall be incorporated into the CHSP procedures. For example, language indicating that the City's Change for Change funding is restricted to the Basic Needs and Emergency Services category will be included in the CHSP procedures.

- D. In preparation for the two-year period of the FY 2020/2021 and FY 2021/2022 CHSP application cycle, the County and City shall re-evaluate the human service categories to identify the areas of highest human service needs within the City and County and determine whether the current human service categories reflect those needs. The evaluation process will also recommend the appropriate distribution of CHSP funding amongst the human service categories.
- E. The County and City shall review and evaluate the human services categories in coordination and collaboration with all stakeholders including: Citizen Review Team members, CHSP agencies, the UWBB, United Partners for Human Services, human services providers, human services program consumers, and other local partners and implement any proposed revisions in preparation for the two-year period beginning FY 2020-2021.
  - i. The evaluation process will consider pertinent statistical and demographic information regarding local human services to include, but not be limited to:
    - a. Local census data
    - b. Program data and reports provided by CHSP agencies
    - c. Existing human service and community assessment data and reports
  - ii. Proposed revisions to the initial categories and recommendations shall be presented to the County and City Commissions for approval respectively by September 2019.
- V. Requirement for Agency Participation in CHSP
  - A. Not-for-profit agency programs that provide direct human services to citizens in Tallahassee-Leon County are eligible for funding through the CHSP.
    - i. The procedures developed and maintained by the County Administrator, or designee and the City Manager or designee will establish minimum legal requirements for not-for-profit agencies to participate in the CHSP.
  - B. Agencies seeking funding through the CHSP shall be required to participate in the competitive funding process which includes: participation in mandated workshops and trainings and the submission of an on-line application.
  - C. Applications shall be accepted once every two years in accordance with the defined application period established by the County Administrator or designee and the City Manager or designee.
  - D. Applications shall not be accepted after an established deadline.

- E. The CHSP funding for programs of “new” agencies shall be limited to 7.5% collectively for each funding category. A new agency is defined as an organization that has not been awarded and/or received CHSP funding in the previous two funding periods.

VI. Requirements for Citizen Review Teams

- A. Citizen Review Teams shall be established to review, evaluate, and make funding recommendations for each human services category.
- B. Citizen Review Teams shall be comprised of individuals that reside or work within the City of Tallahassee or the unincorporated areas of Leon County.
- C. Citizen Review Team members shall be recruited through an open advertisement process.
- D. All Citizen Review Team members serve on a voluntary basis.
- E. Heads of agencies and/or organizations of programs funded through the CHSP or requesting funding through CHSP are prohibited from serving on Citizen Review Teams.
- F. The County and City may have independent processes for ratifying the Citizen Review Team members.
- G. The County Administrator, or designee and the City Manager, or designee reserve the right to establish a process to gather input from members of Citizen Review Teams following the completion of the evaluation and funding recommendation of each two-year period.

VII. Appeals Process

- A. Ensure that there is a process for agencies that wish to challenge the funding recommendations made by Citizen Review Teams and or staff as part of the procedures for the implementation and administration of the CHSP.

VIII. Program Reporting and Data Collection

- A. All agencies awarded funding through the CHSP process shall be required to submit periodic reports.
- B. Data shall be collected, compiled and analyzed for the purpose of evaluating program performance and monitoring trends.
- C. Data collected from the report shall include, but is not limited to the number of clients served, client demographic information such as race, gender, age and income.



- D. Data collected and reported shall be maintained in a manner which conforms to rules and regulations related client privacy and confidentiality.
- E. Data collected and analyzed will be shared with the agencies for purposes of improving program efficiency and operations.
- F. Information collected through data analysis processes shall be used to establish uniform outcome goals and measures.
- G. Information collected and analyzed will be shared with the Citizens Review Teams to assist in future review, evaluation and funding recommendation processes.
- H. Program outcome and performance data will be provided periodically the County and City Commissions respectively.

IX. Public Input

- A. The County Administrator and the City Manager shall convene a public meeting once a year to receive agency input, present recommend changes to the CHSP process for the upcoming cycle, and discuss long-term opportunities and enhancements to the process that would better address the human services needs of the community.
- B. Furthermore, the County and City staff shall conduct at least two additional meetings per year to solicit public and agency input on the CHSP program, monitoring area social service needs and trends along with reviewing and implementing modifications to CHSP processes and procedures.

X. Partnerships

- A. The County and City will consider organizations that wish to serve as an additional funding partner that share a mutual commitment to the goals and mission of the CHSP.

**For Leon County**



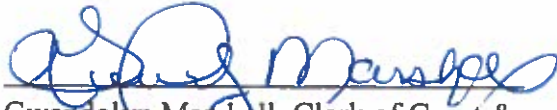
  
\_\_\_\_\_  
Vincent S. Long, County Administrator

**For City of Tallahassee**



\_\_\_\_\_  
Reese Goad, Interim City Manager

ATTESTED BY:

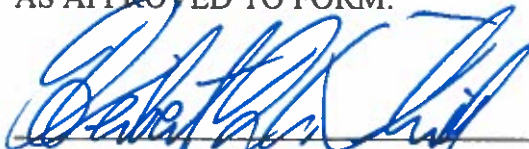


Gwendolyn Marshall, Clerk of Court &  
Comptroller, Leon County, Florida



James O. Cooke, IV, City Treasurer-Clerk

AS APPROVED TO FORM:



Herbert W.A. Thiele, County Attorney



Cassandra K. Jackson, Interim City  
Attorney

**Leon County  
Board of County Commissioners**

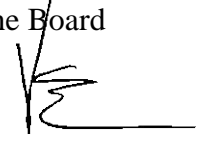
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** FY 2018 Springs Restoration Grant for Woodside Heights Wastewater Retrofit Project

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Charles Wu, P. E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Theresa B. Heiker, P.E., Stormwater Management Coordinator

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of an additional \$350,000 Florida Department of Environmental Protection (FDEP) Springs Restoration Grant for the Woodside Heights Wastewater Retrofit Project, and recognizes a change in the grant management by the State from Northwest Florida Management District (NFWMD) to FDEP.

### **Fiscal Impact:**

This item is associated with a grant in the amount of \$350,000. Funding for the local match has been budgeted from the Blueprint 2000 Water Quality Funds.

### **Staff Recommendations:**

- Option #1: Accept the additional grant totaling \$350,000 from the Springs Restoration Grant Program for the Woodside Heights Wastewater Retrofit Project, and authorize the County Administrator to execute the grant agreement, in a form to be approved by the County Attorney (Attachment #1).
- Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).

## Report and Discussion

### **Background:**

This item seeks the Board's formal acceptance of the additional \$350,000 FDEP grant for the Woodside Heights Wastewater Retrofit Project, and recognizes a change in the grant management from Northwest Florida Management District (NFWFMD) to FDEP. As part of the February 18, 2018 agenda item, the Board accepted the *Tentative Leon County Water Quality and Springs Protection Improvement Plan* as part of two Florida Department of Environmental Protection (FDEP) grants to fund septic to sewer projects in the Northeast Lake Munson and the Belair/Annawood areas. The *Improvement Plan* included a \$350,000 request of FDEP to address additional costs for the Woodside Heights Retrofit Project following final design and permitting.

This project is essential to the following FY2017-FY2021 Strategic Initiative and Bold Goal:

- Reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone) by identifying cost-effective and financially feasible ways including:
  - Develop a septic tank replacement program (2016-23A)
  - Evaluate requiring advanced wastewater treatment (AWT) for new construction (2016-23B)
- Bold Goal: Upgrade or eliminate 500 septic tanks in the PSPZ (BG2)

These particular Strategic Initiatives align with the Board's Environment Strategic Priorities:

- (EN1) Protect the quality and supply of our water
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

### **Analysis:**

In support of the County's strong commitment to reduce nitrogen impacts in the PSPZ (Primary Springs Protection Zone), the Woodside Heights Wastewater Retrofit project replaces existing septic tanks and connects up to 200 homes to a newly constructed sewer system including the construction of a sanitary sewer lift station. As part of the project, septic tanks will be pumped out, collapsed, and backfilled. All roads in the subdivision will be reconstructed after sewer line installation is complete.

At this time, the FDEP is assuming the responsibility for managing the balance of the NFWFMD Woodside Heights grant and providing the additional \$350,000 in grant funds authorized by the agreement. The NFWFMD grant is formerly terminated by the attached letter in accordance with the terms of the NFWFMD agreement (Attachment #3). The total project is estimated at \$5.8 million, jointly funded by the County (sales tax water quality funds) and state grants.

Direct contracting between FDEP and Leon County based on the *Tentative Leon County Water Quality and Springs Protection Improvement Plan*, included as part of the Woodside Heights Work Plan, is expected to streamline the grant process. The Improvement Plan will be updated by March of each year and serve as the basis for future grant agreements/amendments.

**Options:**

1. Accept the additional grant totaling \$350,000 from the Springs Restoration Grant Program for the Woodside Heights Wastewater Retrofit Project, and authorize the County Administrator to execute the grant agreement, in a form to be approved by the County Attorney (Attachment #1).
2. Approve the Resolution and associated Budget Amendment Request (Attachment #2).
3. Do not accept the additional grant funds of \$350,000 from the Springs Restoration Grant Program for the Woodside Heights Wastewater Retrofit Project.
4. Board direction.

**Recommendations:**

Options #1 and #2.

**Attachments:**

1. FDEP and Leon County Grant Agreement – Woodside Heights Wastewater Retrofit Project
2. Resolution and associated Budget Amendment Request
3. NFWFMD letter of Grant termination

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number  
**Woodside Heights Wastewater Retrofit Project** **LP37112**

2. Parties **State of Florida Department of Environmental Protection,**  
**3900 Commonwealth Boulevard**  
**Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Leon County** Entity Type: **County** +

Grantee Address: **301 South Monroe Street, Tallahassee, Florida 32301** FEID: **59-6000708**  
(Grantee)

3. Agreement Begin Date: **July 1, 2014** Date of Expiration: **December 31, 2021**

4. Project Number: Project Location(s): **30.379518, -84.268485**  
(If different from Agreement Number)

Project Description: **The grantee will design and construct connections to the Wastewater Treatment Facility and a new lift station.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$2,641,729.89</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY14-15 GAA Line Item# 1645</b>	<b>\$341,729.89</b>
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY15-16 GAA Line Item# 1639</b>	<b>\$1,950,000.00</b>
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY16-17 GAA Line Item# 1600</b>	<b>\$350,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

<p>6. Department's Grant Manager Name: <b>Mary-Elizabeth Parker</b> or successor</p> <p>Address: <b>FL Dept. of Environmental Protection</b> <b>3900 Commonwealth Boulevard</b> <b>Tallahassee, Florida 32399-0000</b></p> <p>Phone: <b>(850) 245-2818</b></p> <p>Email: <b>Mary.e.parker@dep.state.fl.us</b></p>	<p>Grantee's Grant Manager Name: <b>Theresa B. Heiker, P.E.</b> or successor</p> <p>Address: <b>Stormwater Management Coordinator</b> <b>2280 Miccosukee Road</b> <b>Tallahassee, Florida 32308</b></p> <p>Phone: <b>(850) 606-1526</b></p> <p>Email: <b>HeikerT@LeonCountyFL.gov</b></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.**

9.

**Leon County**

**GRANTEE**

Grantee Name

By

*(Authorized Signature)*

Date Signed

**Vincent S. Long, County Administrator**

Print Name and Title of Person Signing

10.

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

**Trina L. Vielhauer, Division Director**

Print Name and Title of Person Signing

Additional signatures attached on separate page.



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DWRA Additional Signatures

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Mary-Elizabeth Parker, DEP Grant Manager

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Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
  - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - ii. Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
  - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

## 11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
  - i. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - ii. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
  - iii. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
  - iv. Other Insurance.  
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior* to performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

### **13. Termination.**

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

### **14. Notice of Default.**

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

### **15. Events of Default.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
  - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.



**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

## 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of the Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

**37. Prohibited Local Government Construction Preferences.**

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

**38. Prohibited Governmental Actions for Public Works Projects.**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
  - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
  - ii. Provide employees a specified type, amount, or rate of employee benefits;
  - iii. Control, limit, or expand staffing; or
  - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT AGREEMENT  
SPECIAL TERMS AND CONDITIONS  
AGREEMENT # LP37112**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is the Woodside Heights Wastewater Retrofit Project. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

**2. Duration.**

a. Reimbursement Period.

The reimbursement period for this Agreement begins on July 1, 2014 and ends at the expiration of the Agreement.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur as indicated in Attachment 3.

c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Costs Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

**5. Match Requirements.**

There is no match required on the part of the Grantee under this Agreement.

**6. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**7. Additional Lobbying Requirements for Federally-Funded Agreements**

This Agreement is not federally funded.

**8. Miscellaneous Contract Terms.**

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. State-owned land.

The work will not be performed on State-owned land.

d. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**9. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO. LP37112**

**ATTACHMENT 3**

**PROJECT TITLE:** Leon County Woodside Heights Wastewater Retrofit Project

**PROJECT LOCATION:** The Project will be located in the Woodside Heights neighborhood, which is located in Leon County, Florida at Lat/long. (30.379518, -84.268485). See attached Figure 1 for a location map and site plan.

**PROJECT BACKGROUND:** This project will make sewer service connections to the City of Tallahassee wastewater treatment facility available for approximately 200 single family residences and businesses currently served by onsite sewage treatment and disposal systems. This project will reduce nutrients leaching into the Floridan aquifer in the Wakulla Springs contribution area. The need for this project was identified in the Florida Department of Environmental Protection's Upper Wakulla River and Wakulla Springs Basin Management Action Plan, the 2035 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

**PROJECT DESCRIPTION:** The project consists of the design, permitting and construction of central sanitary sewer lines and a lift station to make central sewer available to approximately 200 single family residences and businesses in the Woodside Heights subdivision, the specific extent of which is shown in Figure 1. The sewer system consists of approximately 13,000 linear feet of 8-inch and 10-inch diameter gravity mains together with almost 4,400 linear feet of 6-inch force main and one (1) lift station. Sewer service connections and mandatory water service connections will be made following central sanitary sewer line acceptance by the City of Tallahassee.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project cost: \$2,800,000 from Leon County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

This project grant is part of a multi-year springs improvement plan, which may be amended, and requires a local match of up to 50% of the project costs for long-term water quality and springs restoration capital projects. The Grantee will provide to the Department a status update on the plan each year, by March 1, to include an anticipated date that additional funding will be needed for the projects listed in Attachment 3, Figure 2, "Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan." Based on the Grantee's project schedule, and subject to legislative appropriation of infrastructure funding for water quality and springs restoration each year, the Department may amend this agreement to provide project funding to the Grantee for the next phase of the Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan. Under this agreement, Leon County projects identified in Figure 2 will have priority consideration as funds become available and these projects do not have to be submitted each year through the Water Management District/Department springs evaluation process.

**TASKS and DELIVERABLES:**

**Task #1: Preconstruction Activities**

**Task Description:** The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of the sanitary sewer collection and transmission system, together with the connections to the residential properties, and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction services as described below.

**Deliverable #1:** Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating percentage of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.



**Performance Standard:** The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

#### **Task #2: Bidding and Contractor Selection**

**Task Description:** The Grantee will subcontract the construction of the central sanitary sewer collection system, lift station, transmission system and connection of structures to the system with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Deliverables:** Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents, if applicable; 3) electronic copy of bid package; and 4) written notice of selected contractor(s) provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

#### **Task #3: Project Management**

**Task Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Deliverables:** Completed project management activities to date as evidenced by: Interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable, prior to submitting any invoices. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

#### **Task #4: Construction**

**Task Description:** The Grantee will construct the following components in accordance with the construction contract documents: a sewage lift station; sewer force main; gravity sewer lines; manholes; and sanitary sewer connections in accordance with the construction contract documents.

**Deliverables:** Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of on-going work representing the time period covered in the payment request; 2) signed acceptance and brief description of the completed work to date by the Grantee; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents (as applicable).

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

**Task #5: Connection to Central Sewer**

**Task Description:** The Grantee will connect up to approximately 148 single family residences and approximately 6 non-residential buildings in accordance with the final design and permits to the newly constructed sanitary sewer system for wastewater treatment by the City of Tallahassee TP Smith Wastewater Treatment facility.

**Deliverables:** Completed sanitary sewer hookups to date as described in this task, as evidenced by: 1) Signed acceptance and brief description of the completed work by the Grantee; 2) List of addresses and types of the properties connected; and 3) Proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber or a utility contractor or building contractor; or a certification by a Licensed Professional Engineer.

**Performance Standard:** The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$66,729.89	7/1/2015	4/30/2019
2	Bidding and Contractor Selection	Contractual Services	\$9,620	7/1/2015	4/30/2019
3	Project Management	Contractual Services	\$30,000	7/1/2015	6/30/2021
4	Construction	Contractual Services	\$1,042,980	7/1/2015	6/30/2021
5	Connection to Central Sewer	Contractual Services	\$1,492,400	7/1/2015	6/30/2021
Total:			\$2,641,729.89		

### Woodside Heights Wastewater Retrofit Project Location and Extents

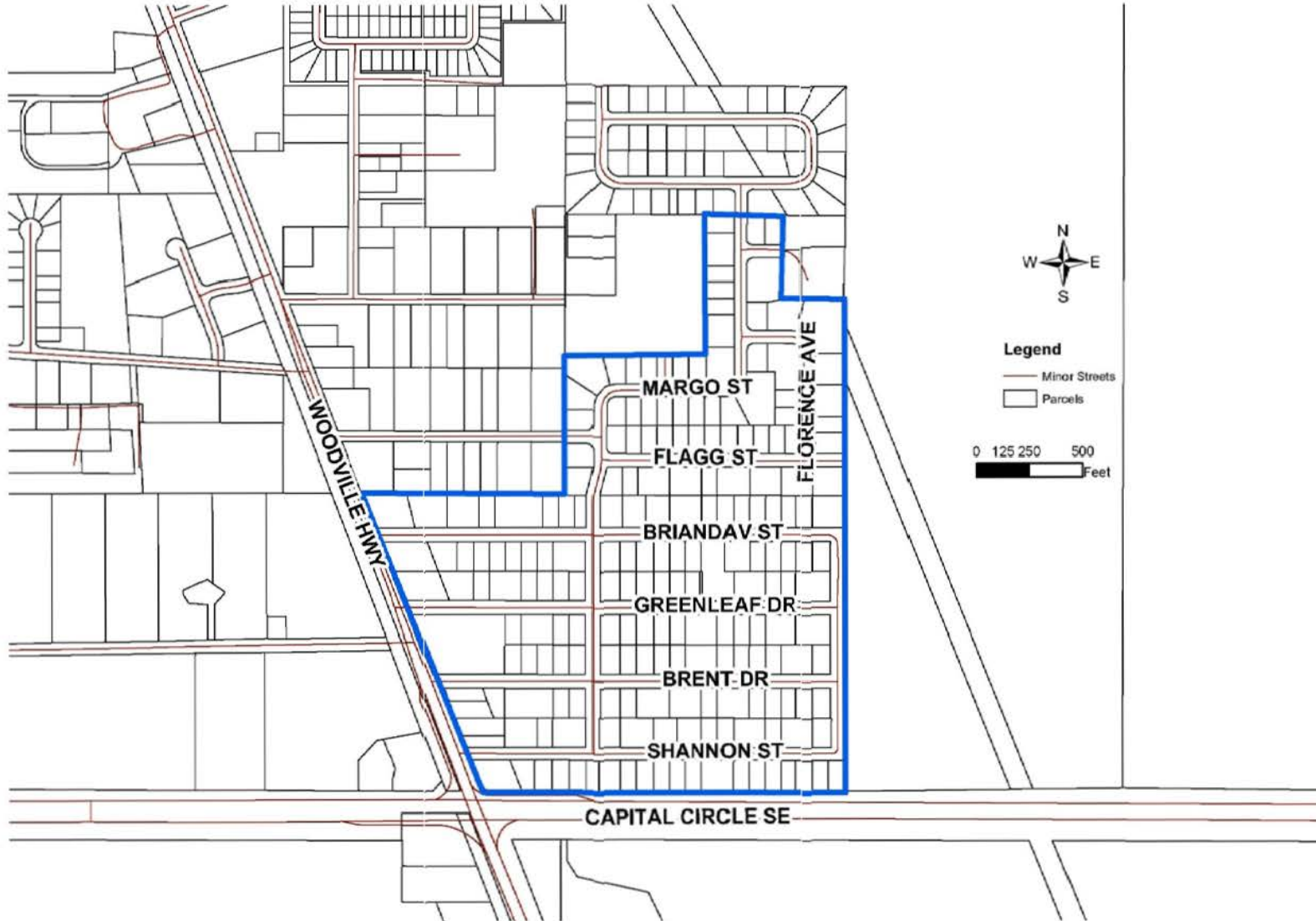


Figure 1

Leon County Tentative Water Quality and Springs Protection Infrastructure Improvement Plan

Project Name	Project Number	Total Project Cost	Funding	COST by YEAR											
				Pre-2017	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Leon County Septic to Sewer Project, FY 14-15	LP37110	\$75,000	STATE	\$75,000											
			MATCH												
Lake Munson Target Area WW Improvements, Springs FY 14-15	S0807	\$1,000,000	STATE	\$500,000											
			MATCH	\$500,000											
Woodside Heights Sewer Connection, Springs FY 15-16	S0807	\$4,600,000	STATE	\$1,950,000	\$350,000										
			MATCH	\$1,950,000	\$350,000										
Advanced Septic Systems Pilot Project, Springs FY 16-17	LP01102	\$750,000	STATE	\$750,000											
			MATCH												
Woodville Sewer System Project Phase I, Springs FY 16-17	LP01104	\$3,000,000	STATE	\$1,500,000											
			MATCH	\$1,500,000											
Northeast Lake Munson Sewer System Project, Springs FY 17-18	LP0110E	\$5,500,000	STATE		\$2,750,000										
			MATCH		\$2,750,000										
Belair/Annawood Sewer System Project, Springs FY 17-18	LP01108	\$3,500,000	STATE		\$1,750,000										
			MATCH		\$1,750,000										
Septic System Upgrades, Springs FY 18-19		\$1,000,000	STATE			\$500,000									
			MATCH			\$500,000									
Woodville Sewer System Project Phase II, Springs FY 19-20		\$2,000,000	STATE				\$1,000,000								
			MATCH				\$1,000,000								
Septic System Upgrades, Springs FY 19-20		\$1,000,000	STATE				\$500,000								
			MATCH				\$500,000								
Woodville Sewer System Project Phase III, Springs FY 20-21		\$6,300,000	STATE					\$3,150,000							
			MATCH				\$3,150,000								
Comprehensive Wastewater Treatment Facilities, FY 20-21		\$1,000,000	STATE					\$500,000							
			MATCH				\$500,000								
Woodville Sewer System Project Phase IV, Springs FY 21-22		\$5,900,000	STATE						\$2,950,000						
			MATCH					\$2,950,000							
Comprehensive Wastewater Treatment Facilities, FY 21-22		\$1,000,000	STATE						\$500,000						
			MATCH					\$500,000							
Woodville Sewer System Project Phase V, Springs FY 22-23		\$7,600,000	STATE							\$3,800,000					
			MATCH						\$3,800,000						
Comprehensive Wastewater Treatment Facilities, FY 22-23		\$1,000,000	STATE							\$500,000					
			MATCH						\$500,000						
Woodville Sewer System Project Phase VI, Springs FY 18-19		\$7,100,000	STATE								\$3,550,000				
			MATCH							\$3,550,000					
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE								\$500,000				
			MATCH							\$500,000					
Woodville Sewer System Project Phase VII, Springs FY 23-24		\$4,900,000	STATE									\$2,450,000			
			MATCH								\$2,450,000				
Comprehensive Wastewater Treatment Facilities, FY 23-24		\$1,000,000	STATE									\$500,000			
			MATCH								\$500,000				
<b>Septic Systems Upgrade/Removal TOTALS</b>		<b>\$59,225,000</b>	STATE	<b>\$4,775,000</b>	<b>\$4,850,000</b>	<b>\$500,000</b>	<b>\$1,500,000</b>	<b>\$3,650,000</b>	<b>\$3,450,000</b>	<b>\$4,300,000</b>	<b>\$4,050,000</b>	<b>\$2,950,000</b>			
			LOCAL	<b>\$3,950,000</b>	<b>\$4,850,000</b>	<b>\$500,000</b>	<b>\$1,500,000</b>	<b>\$3,650,000</b>	<b>\$3,450,000</b>	<b>\$4,300,000</b>	<b>\$4,050,000</b>	<b>\$2,950,000</b>			
septic tanks addressed per project				235	376	100	207	363	344	414	396	302			
														Totals	
														\$30,025,000	
														\$29,200,000	
															2,737

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Public Records Requirements**

**Attachment 4**

**1. Public Records**

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public  
Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

## ATTACHMENT 5

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcom/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item# 1645	2014-2015	37.052	Florida Springs Grant Program	341,729.89	087870
Original Agreement	GAA Line Item# 1639	2015-2016	37.052	Florida Springs Grant Program	1,950,000.00	087870
Original Agreement	GAA Line Item# 1600	2016-2017	37.052	Florida Springs Grant Program	350,000.00	087870

<b>Total Award</b>					<b>\$2,641,729.89</b>	
--------------------	--	--	--	--	-----------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	<b>LP37112</b>		
<b>Grantee Name:</b>	Leon County		
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>	Theresa B. Heiker, P.E.	<b>Telephone No.:</b>	(850) 606-1526
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP37112 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **the Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**

**Remit Payment Request by E-mail to:** [WSRP@dep.state.fl.us](mailto:WSRP@dep.state.fl.us)

**Be sure the E-mail payment request includes the following:**

Cc: Department's Grant/Project Manager

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_1

*Attachments:*

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:**

**Mary-Elizabeth Parker (850) 245-2818**  
[Mary.E.Parker@dep.state.fl.us](mailto:Mary.E.Parker@dep.state.fl.us)

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2017/2018; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 8th day of May, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwendolyn Marshall, Clerk of the Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18021  
Date: 4/20/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 5/8/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail: Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	061002	334353	000	NFWFMD Springs Restoration Grant	2,538,573	(1,977,579)	560,994
125	061003	334358	000	Woodside Heights DEP Grant	-	<u>2,327,579</u>	2,327,579
<b>Subtotal:</b>						<u>350,000</u>	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	061002	56300	535	Woodside Heights - Improvments Other Than Buildings	2,538,573	(1,977,579)	560,994
125	061003	56300	535	Woodside Heights DEP - Improvments Other Than Buildings	-	2,327,579	2,327,579
305	061002	56300	535	Woodside Heights - Improvments Other Than Buildings	600,000	(600,000)	-
305	061003	56300	535	Woodside Heights DEP - Improvments Other Than Buildings	-	600,000	600,000
309	061002	56300	535	Woodside Heights - Improvments Other Than Buildings	1,999,678	(1,991,449)	8,229
309	061003	56300	535	Woodside Heights DEP - Improvments Other Than Buildings	-	<u>1,991,449</u>	1,991,449
<b>Subtotal:</b>						<u>350,000</u>	

### Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	061002	334353	000	NFWFMD Springs Restoration Grant	560,994	(500,000)	60,994
125	000	399900	000	Appropriated Fund Balance	893,772	<u>500,000</u>	1,393,772
<b>Subtotal:</b>						-	

### Expenditures

Account Information					Change	Adjusted Budget	
Fund	Org	Acct	Prog	Title			
125	061002	56300	535	Woodside Heights - Improvments Other Than Buildings	560,994	(500,000)	60,994
125	950	591305	581	Transfer to Fund 305	-	<u>500,000</u>	500,000
<b>Subtotal:</b>						-	

**Revenues**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	950	381125	000	Transfer from Fund 125	-	<u>500,000</u>	500,000
						<u>500,000</u>	

**Expenditures**

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
305	061003	56300	535	Woodside Heights DEP - Improvements Other Than Buildings	600,000	<u>500,000</u>	1,100,000
<b>Subtotal:</b>						<u>500,000</u>	

**Purpose of Request:**

This budget amendment closes the Woodside Heights Wastewater Retrofit grant previously awarded by the Northwest Florida Water Management District (NFWFMD) and opens a new grant awarded by the Florida Department of Environmental Protection (FDEP). The new grant award is for the remaining balance of the NFWFMD grant (\$1,977,579), plus an additional \$350,000 from FDEP, to bring the total grant award to \$2,327,579. Additionally, this budget amendment transfers \$500,000 from the Fund 125 fund balance to Fund 305 to better distinguish the local match portion of the grant for future auditing.

Group/Program Director

Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator





Brett J. Cyphers  
Executive Director

# Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

April 26, 2018

Vincent S. Long  
County Administrator, Leon County  
301 S. Monroe St.  
Tallahassee, FL 32301

Re: NFWFMD Contract Number 15-021 for Woodside Heights Wastewater Retrofit Project

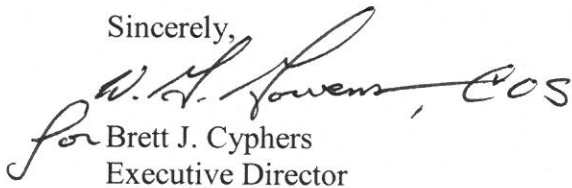
Dear Mr. Long:

The District, Leon County and the Florida Department of Environmental Protection (Department) determined that direct contracting between Leon County and the Department would streamline the project management for agreement 15-021. Consequently, the District approved the cancellation of the active agreement with the County. This termination will allow for the County to contract directly with the Department.

Per Section 3 E. of the Grant Agreement, either party may terminate the Agreement by providing thirty (30) calendar days written notice. Please consider this letter the required notice: Thirty days (30) from the date of this letter, agreement 15-021 will be terminated.

Please call John Crowe at (850) 539-2617, if you have any questions.

Sincerely,

  
for Brett J. Cyphers  
Executive Director

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN W. ALTER  
Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

JON COSTELLO  
Tallahassee

MARC DUNBAR  
Tallahassee

Page 105 of 147  
ELENE DICK  
Chipley

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port St. Joe

Posted April 30, 2018


**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

May 8, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Leon County Water Resources Committee 2017 Annual Report

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Manager
<b>Lead Staff/ Project Team:</b>	Artie White, Administrator of Comprehensive Planning Stephen Hodges, Senior Planner

### Statement of Issue:

In accordance with the Leon County Water Resources Committee (WRC) bylaws, this agenda item seeks Board acceptance of the Water Resources Committee 2017 Annual Report.

### Fiscal Impact:

This item has no fiscal impact to the County.

### Staff Recommendation:

Option #1: Accept the Leon County Water Resources Committee 2017 Annual Report (Attachment #1).

## **Report and Discussion**

### **Background:**

The Leon County Water Resources Committee (WRC) was established by the Board in 1995 and reauthorized on September 15, 2015 by the Board with the adoption of the Enabling Resolution No. 15-43. The committee was charged by the Board:

*“...with the purpose of considering the values provided to the public by the various lakes and related water resources of Leon County, including groundwater, and to recommend to the Board policies, regulations, management activities and long-term funding strategies that protect or enhance these values, while considering the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation.”*

The bylaws of the WRC require the Chair or his/her designee to provide an annual report of the actions of the committee to the Board.

### **Analysis:**

The WRC continues to review policies and regulations addressing surface and ground water management and other related issues. The WRC’s recommendations to the Board have been recognized and incorporated into many Board discussions. The WRC Annual Report summarizes the WRC’s activities and actions for the Board’s consideration.

### **Options:**

1. Accept the Leon County Water Resources Committee 2017 Annual Report (Attachment #1).
2. Do not accept the Leon County Water Resources Committee 2017 Annual Report.
3. Board direction.

### **Recommendation:**

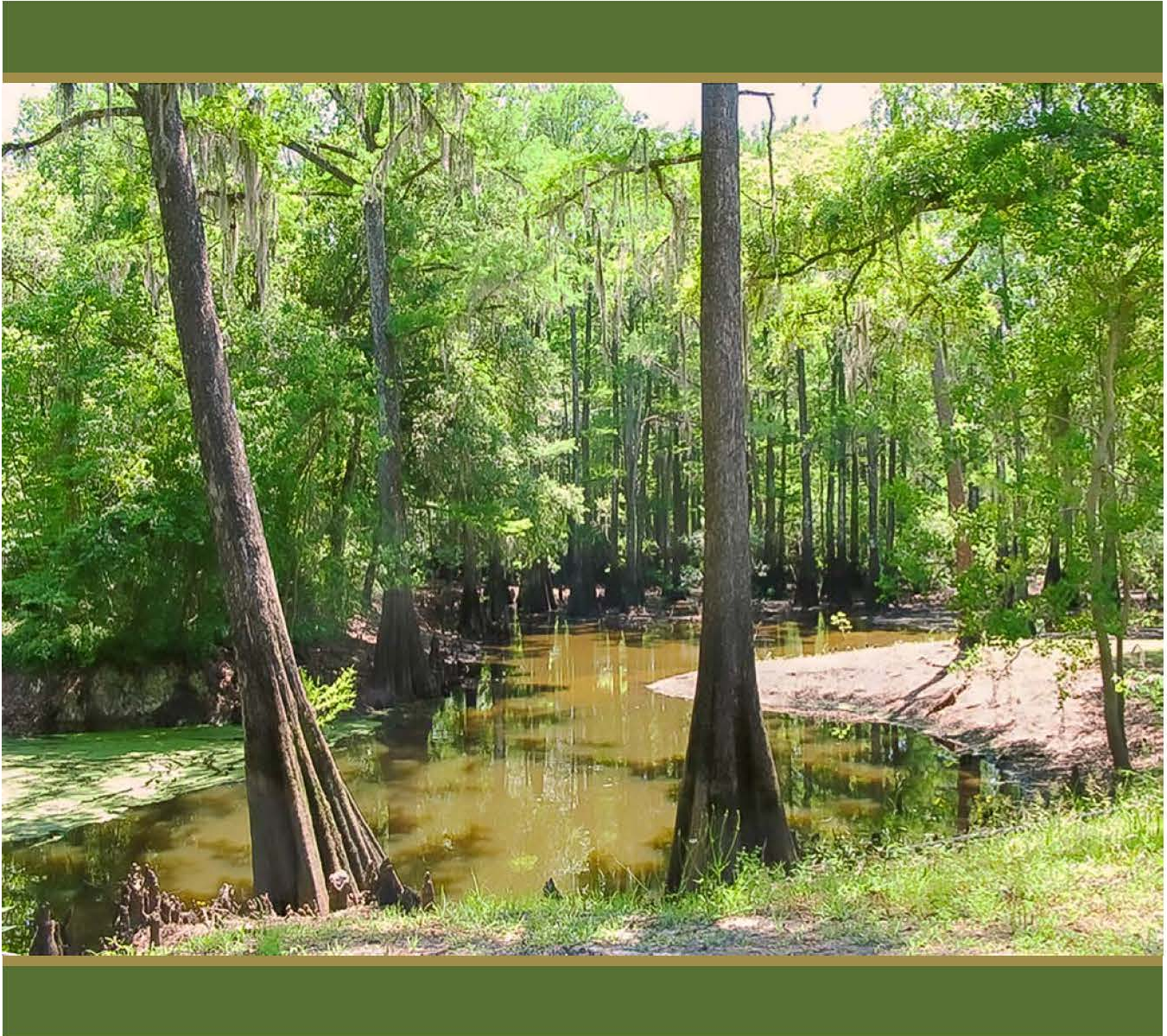
Option #1.

### **Attachment:**

1. Leon County Water Resources Committee 2017 Annual Report



# 2017 Annual Report



## Leon County Water Resources Committee

## **Leon County Water Resources Committee 2017 Annual Report**

The charge of the Water Resources Committee as provided by the Leon County Board of County Commissioners is to consider the values provided to the public by the various lakes and related water resources of Leon County, including groundwater, and to recommend to the Board policies, regulations, management activities and long-term funding strategies that protect or enhance these values. In assessing these values, the Committee also considers the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation, and to consider an ecosystems approach wherever applicable (From the Bylaws of the Leon County Water Resources Committee).

The Water Resources Committee had an extensive turnover of appointees in 2017 with five of the seven members being new to the Committee and its issues and concerns. Subsequently, staff arranged various presentations on these issues from County Administration, Public Works, Planning, and Legal staff, as well as presentations from the public, the City of Tallahassee's Water Resources Engineering division, the Northwest Florida Water Management District, and the Florida Department of Environmental Protection.

### **Actions and Presentations**

#### Review of Comprehensive Plan Amendments

The Committee reviewed several proposed Comprehensive Plan amendments in the 2017 Cycle and made the following recommendations for Board consideration:

1. Southside Pit (PCM201701) – At their regular meeting on January 10, 2017, the Committee concurred with the staff recommendation to deny this amendment. At their regular meeting on February 6, 2017, the Committee supported the staff recommendation for the Board of County Commissioners to adopt the revised application which requested a land use change only for the active portion of the sand mine.
2. East Mahan (LMA201805) – At their regular meeting on December 4, 2017, the Committee expressed its support of the staff recommendation for the Board of County Commissioners to adopt this amendment.

#### Presentations

1. On February 6, 2017 at their regular meeting, Johnny Richardson of the County's Public Works Department presented materials to the Committee summarizing the Fiscal Year 2017 Capital Improvement projects and their locations.

2. On March 6, 2017 at their regular meeting, the Committee heard a presentation from Dr. Pamela Hall and Debbie Lightsey, representing the Wakulla Springs Alliance, outlining the desired “next steps” for the Alternative Sewer Solutions Study for Woodville which is one of the Blueprint 2020 sales tax projects.
3. On May 1, 2017 at their regular meeting, Scott Ross, Director of Financial Stewardship for Leon County, gave a comprehensive presentation on the County’s annual budgeting process.
4. On June 6, 2017 at their regular meeting, Artie White of the Planning Department gave a presentation on recent Land Use Element Update activities.
5. On August 7, 2017 at their regular meeting, Johnny Richardson of the Leon County Public Works department made a presentation on the Lake Munson activities to date, including a description of an ongoing project to acquire sediment samples from the lake.
6. On October 9, 2017 at their regular meeting, Theresa Heiker of the Leon County Public Works department discussed recent actions taken by Leon County Public Works to address septic tanks in portions of the unincorporated area of the County.
7. On October 9, 2017 at their regular meeting, City Water Resources Engineering staff described for the Committee an ongoing project to provide central sewer facilities in residential areas with septic tanks in the incorporated area of Primary Focus Area #1 identified in the Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP).
8. On December 4, 2017 at their regular meeting, Planning staff presented information regarding proposed Cycle 2018 comprehensive plan text amendment PCT201801 (Science & Industry Land Use Category). Following a discussion, the Committee expressed general support for this proposed amendment, and asked that updates on the amendment be provided to the Committee.
9. On December 4, 2017 at their regular meeting, Sherry Carpenter, Aquatic Preserve Manager for Lake Jackson, updated the Committee on the development of the management plan for the Lake Jackson Aquatic Preserve.

**Leon County  
Board of County Commissioners**

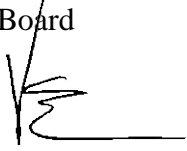
**Notes for Agenda Item #6**



# Leon County Board of County Commissioners

## Agenda Item #6

May 8, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** FY 2018 Commissioner Discussion Items Semiannual Status Report

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

Biannually, staff provides an update on the status of requested items from the Board's meeting discussions. This agenda item seeks the Board's acceptance of the semiannual status report on the FY 2018 Commissioner Discussion Items from previous Board meetings.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Accept the Semiannual FY 2018 Commissioner Discussion Items status report (Attachment #1).

## **Report and Discussion**

### **Background:**

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of these discussion items is then tracked by Administration and reported to the Board semiannually. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

### **Analysis:**

For the period of October 1, 2017 – March 31, 2018, other than Proclamations, a total of 33 items were generated as a result of Board discussion (Attachment #1). Five were derived from discussion at the December 2017 Board Retreat. The remaining items were sourced from discussion during regular Board of County Commission meetings.

The number of tasks In Progress is 8; with 25 items Completed.

### **Options:**

1. Accept the Semiannual FY 2018 Commissioner Discussion Items Status Report (Attachment #1).
2. Accept the Semiannual FY 2018 Commissioner Discussion Items Status Report, with modifications.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. FY 2018 Commissioner Discussion Items Semiannual Status Report

**FY 2017/2018  
Commissioner Discussion Items Status Report  
October 1, 2017 – March 31, 2018**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>May 23, 2017</b>	Maddox	Requested that staff provide information on the possibility of becoming a Certified Entrepreneurial Community	Administration / OEV Ken Morris / Al Latimer	<i>In Progress:</i> <i>Agenda Item anticipated for May 22, 2018</i>
	Desloge	Requested a status update on possible voluntary collection agreements with other short-term rental platforms	Administration/Tourism Ken Morris / Kerri Post	<b>Done.</b> <i>Agenda Item #14 on October 24, 2017</i>
	Dozier	Motion directed staff to prepare an update identifying opportunities for improvement and ongoing efforts related to resiliency	Administration / Emergency Management Mathieu Cavell / Kevin Peters	<b>Done.</b> <i>Board Retreat on December 11, 2017</i>
<b>June 20</b>	Proctor	Requested staff reach out to the university researchers regarding strategies to address their finding that Tallahassee is among the most economically segregated cities in the U.S.	PLACE/OEV Ben Pingree / Al Latimer / Darryl Jones	<i>Ongoing</i> <i>Will be included in the WMBE Disparity Study, December 2018.</i>
	Desloge	Requested an agenda item (after court ruling) on the Human Rights Ordinance & possible modifications to the cap	County Attorney Herb Thiele	<b>Done.</b> <i>Court ruling has been received;</i> <i>Agenda item #17 for Oct. 24, 2017</i>
	Desloge	Requested a status report on possible plan to promote Tallahassee as the site of “America’s First Christmas”	Administration / Tourism Ken Morris / Kerri Post	<b>Done.</b> <i>Agenda item #10 on March 27, 2018</i>
	Desloge	Requested a status report on the Adult Civil Citation Programs in Leon County	Administration / IDA Wanda Hunter / Teresa Broxton	<b>Done.</b> <i>Agenda item #5 on Nov 28, 2017</i>
	Dozier	Requested the County host a State of the Startup Community Forum during E-Month	Administration / OEV Ken Morris / Al Latimer	<b>Done.</b> <i>OEV hosted the Entrepreneurial Engagement Meeting on Nov. 29, 2017</i>
<b>Sept 20</b>	Dozier	Motion requested a status report on deep well injection in Florida including any legislation and an update on Waste Management’s deep well injection permit for Springhill landfill.	Administration / Office of Resource Stewardship Andy Johnson/Maggie Theriot	<b>Done.</b> <i>Agenda item #6 on Nov 28, 2017</i>
	Lindley	Directed staff to provide an updated Leon County 2008 Climate Action Plan	Office of Resource Stewardship Maggie Theriot / Tessa Schreiner	<b>Done.</b> <i>Agenda item #14 on Dec 12, 2017</i>
<b>Sept 26</b>	Proctor / Desloge	Requested staff bring back an agenda item with information on the support given to Big Bend Cares.	HSCP Shington Lamy	<b>Done.</b> <i>Agenda item #9 on Dec 12, 2017</i>

**FY 2017/2018  
Commissioner Discussion Items Status Report  
October 1, 2017 – March 31, 2018**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>Sept 26</b>	Dozier	Requested an agenda item on a status report and presentation from the Leon County Health Dept. on the Community Health Improvement Plan (CHIP)	HSCP: Shington Lamy	<i>In Progress.</i> <i>CHIP has not yet been finalized.</i>
<b>Oct 10</b>	Dozier	Directed staff to include “Use of Wireless Communication Devices While Driving” in the Board’s 2018 State & Federal Legislative Priorities Workshop	Administration Andrew Johnson	<b>Done.</b> <i>Included in the Oct 24 Legislative Priorities Workshop</i>
<b>Oct 24</b>	Dozier	Requested the Public Safety Coordinating Council (PSCC) provide recommendations to the BOCC regarding the expenditure of the \$87,783 within 120 days. The PSCC should expand their analysis and recommendations beyond jail population management to include approaches to address the violent crime incidents in the community.	Administration Wanda Hunter / Andrew Johnson	<b>Done.</b> <i>Agenda item #16 on March 27, 2018</i>
	Dozier	Directed the County Administrator send a letter to the City of Tallahassee expressing the County’s further interest in collaborating on addressing the violent crime incidents through-out the community.	County Administrator Vince Long	<b>Done.</b> <i>Letter sent on October 27, 2017</i>
	Lindley	Directed staff to host a Citizen Engagement Series Session on the “Keep it Rural” initiative.	CMR Mathieu Cavell	<i>In Progress</i> <i>Community and Media Relations continues to work with Development Support and Environmental Management staff to design and implement an engaging event about rural business opportunities and the role of the canopy road in rural development.</i>
<b>Nov 14</b>	Dailey	Direct staff to bring back an agenda item on renaming the Leon County Courthouse Annex in honor of Chief Judge Francis.	Administration Andrew Johnson /Nicki Paden	<b>Done.</b> <i>Agenda item #5 on Dec 12, 2017</i>
	Dozier	Directed staff to work with Shop Local 850 to promote the Shop Local Initiative	CMR Mathieu Cavell	<b>Done.</b> <i>Leon County promoted the Shop Local Initiative throughout the month of Dec 2017, beginning with conventional media advertisements and a social media campaign culminating in a joint County/City/Shop Local 850 press conference.</i>

**FY 2017/2018  
Commissioner Discussion Items Status Report  
October 1, 2017 – March 31, 2018**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Nov 28	Proctor	Requested a presentation from the Tallahassee Board of Realtors regarding the potential impact of federal tax reform on the Leon County community.	Administration Andrew Johnson	<b>Done.</b> <i>Staff had several discussions with Miriam Nicklaus from Tallahassee Board of Realtors. She declined to make a presentation.</i>
Dec 12, 2017	Proctor	Directed staff to bring back an agenda item on Big Bend Crime Stoppers' funding request of \$50,000.	OMB / IDA Scott Ross / Teresa Broxton	<b>Done.</b> <i>Agenda item #12 on Jan. 23, 2018</i>
Jan 23, 2018	Dec. 11, 2017 Board Retreat	Requested a status report on the sectors/industries that created new jobs during the last year.	PLACE /OEV Ben Pingree/AI Latimer	<b>Done.</b> <i>Agenda item #9 on Jan. 23, 2018</i>
	Dec. 11, 2017 Board Retreat	Requested a budget item on Ready4Work and other workforce initiatives	Administration/OMB Wanda Hunter / Scott Ross	<b>Done.</b> <i>At the March 27, 2018 meeting, the Board allocated \$87,783 to the Bethel Empowerment Foundation for the Bethel/Ready4Work-Tallahassee Reentry Program.</i>
	Dec. 11, 2017 Board Retreat	Requested regular updated from the Sheriff regarding progress on addressing crime, including data and metrics.	Administration Wanda Hunter	<u><i>In Progress:</i></u> <i>Letter sent by County Administrator to Sheriff Walt McNeil.</i> <i>Anticipated Presentations for June 19 &amp; Oct 23 Agendas</i>
	Dec. 11, 2017 Board Retreat	Requested an update on the Miccosukee Sense of Place Initiative	Administration Heather Peoples	<b>Done</b> <i>Agenda item #10 on Jan. 23, 2018.</i>
	Dec. 11, 2017 Board Retreat	Requested an update on five-year Target of Implementing 500 Citizen Ideas	Administration Heather Peoples	<b>Done</b> <i>Agenda item #10 on Jan. 23, 2018.</i>
	Desloge	Requested a budget discussion item on the Big Bend Crime Stoppers' funding request.	County Administration/ OMB/IDA Wanda Hunter / Scott Ross / Teresa Broxton	<b>Done.</b> <i>Item #6 on the agenda for the April 24 Budget Policy Workshop</i>
	Desloge	Requested an agenda item on municipalities' response to the opioid epidemic and related lawsuits.	County Attorney Herb Thiele	<b>Done.</b> <i>Agenda Item #12 February 27, 2018</i>

**FY 2017/2018  
Commissioner Discussion Items Status Report  
October 1, 2017 – March 31, 2018**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>Jan 23</b>	Desloge	Requested the Chairman send a letter in support of the National Science Foundation's study on the socioeconomic impact of septic tanks.	County Administration Heather Peeples	<b>Done.</b> <i>Letter of support sent January 26, 2018</i>
	Desloge	Directed staff to conduct a review of the Residential Preservation land use designation and bring back an agenda item.	Administration / DSEM Ken Morris / David McDevitt	<u><i>In Progress.</i></u> <i>Agenda item #8 for May 8, 2018.</i>
	Dozier	Requested an agenda item for consideration of a title sponsorship and partnership with the Tallahassee Symphony Orchestra & Village Square for next year's Created Equal event.	CMR Matt Cavell	<b>Done.</b> <i>Agenda Item #14 February 13, 2018</i>
	Proctor	Requested a report on current challenges to home rule and requested the Chairman send a letter to the Legislative Delegation & Leadership opposing relocation of the state capital.	County Administration Andy Johnson	<b>Done.</b> <i>Agenda Item #1 February 13, 2018</i> <i>Staff presented a mid-session legislative update to the Board, including discussion on home rule issues, at the February 13 meeting. The Chairman's letter opposing relocation of the state capital was sent on January 25.</i>
<b>Feb 13</b>	Dozier	Requested the County work with FSU & Innovation Park to co-brand signage for the MagLab.	Administration Ken Morris	<u><i>In Progress.</i></u>
	Proctor	Requested a status report on the United Way's Asset Limited, Income Constrained, Employed (ALICE) Report	Administration / HSCP Wanda Hunter / Shington Lamy	<b>Done.</b> <i>Agenda Item #8 February 27, 2018</i>
	Proctor	Requested an update on Springhill Road, the Airport Gateway Project and FSU's new road.	Administration / PLACE Ken Morris / Ben Pingree	<b>Done.</b> <i>Blueprint IA Agenda Item #12 on March 1, 2018</i>
<b>Feb 27</b>	Proctor	Requested a workshop on the findings of the United Way ALICE Report.	Administration/ HSCP/ OEV Wanda Hunter / Shington Lamy / Al Latimer	<b>Done.</b> <i>Agenda item #4 on March 27, 2018 and Workshop scheduled for May 8, 2018</i>
	Dailey	Requested an agenda item to consider placing the establishment of a Children's Services Council on the 2018 General Election Ballot	Administration / OMB Heather Peeples / Scott Ross	<b>Done.</b> <i>Agenda item #13 on March 27, 2018</i>

**FY 2017/2018  
Commissioner Discussion Items Status Report  
October 1, 2017 – March 31, 2018**

<b>Meeting Date</b>	<b>Commissioner</b>	<b>Discussion Item</b>	<b>Staff Assigned</b>	<b>Status</b>
<b>Feb 27</b>	Dozier	Requested negotiations with the City for the return of the County's authority over the unallocated Tourist Development Tax funds formerly designated for a performing arts center.	Administration Ken Morris	<b>Done.</b> <i>Agenda item #14 on March 27, 2018</i>
	Desloge	Requested an agenda item on funding Over the Edge, an urban adventure fundraiser.	Administration Andy Johnson	<b>Done.</b> <i>Agenda item #17 on March 27, 2018 – Board Approved \$2500 Helmet Sponsorship</i>
	Lindley	Requested an agenda item on closing the gun show loophole in Leon County.	Administration / County Attorney- Andy Johnson/ Herb Thiele	<b>Done.</b> <i>Agenda item #12 on March 27, 2018</i>
<b>March 27</b>	Proctor	Requested staff reach out to FAMU and other human service providers to participate in the May 8th ALICE Report Workshop	County Administration / HSCP Wanda Hunter / Shington Lamy	<b>Done.</b> <i>Dr. Robin Perry from FAMU will be a participant in the May 8 Workshop.</i>
	Dailey	Requested an Agenda item at the May 22 meeting to include high-level overview of existing research relative to issues impacting children in Leon County including community advocate feedback and County education campaign	County Administration Heather Peeples	<u><i>In Progress</i></u> <i>Agenda item anticipated for May 22, 2018</i>
	Dozier	Requested an agenda item on how to assist developers in assessing the archeological & historical significance of project sites	PLACE / DSEM Ben Pingree / David McDevitt	<u><i>In Progress:</i></u> <i>Agenda item anticipated for May 22, 2018</i>
	Proctor	Requested an update on the request for proposals for opioid litigation outside counsel	County Attorney Herb Thiele	<b>Done.</b> <i>Responded to the Board via Memorandum on April 4, 2018, providing an update on status of the RFPs.</i>
	Proctor	Requested an update on the waterbody adjacent to St. Marks Trail, north of Bragg Dr. at South Adams Street	Public Works Tony Park	<u><i>In Progress:</i></u> <i>Awaiting results from the Lab.</i>
	Proctor	Requested an agenda item assessing the need for additional street lighting on Crawfordville Road from Capital Circle to the City limits.	Public Works Tony Park	<u><i>In Progress:</i></u> <i>Staff contacted FDOT for evaluation; awaiting FDOT response.</i>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

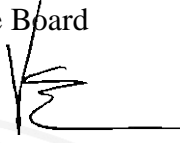


# Leon County Board of County Commissioners

## Agenda Item #7

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Restructuring of the County's Participation in the Community Redevelopment Agency; Expansion of the Greater Frenchtown/Southside Community Redevelopment Area

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Nicki Paden, Management Analyst

### Statement of Issue:

This item seeks the Board's approval of two amendments to the Interlocal Agreements governing the Community Redevelopment Agency (CRA), as approved by the Board on March 27<sup>th</sup>, to restructure the County's participation in the CRA and seeks Board acceptance of the Finding of Necessity to expand the Frenchtown/Southside CRA District to include the South City, Orange Avenue and Springhill Road areas.

### Fiscal Impact:

This item has a fiscal impact. The proposed restructuring will provide adequate funding for the County to satisfy the impacts of the possible additional Homestead Exemption and provides additional long-term savings by reducing the County's overall contributions to the CRA as follows:

- \$23 million in overall savings to the County by adopting the proposed restructuring.
- FY 2019 – FY 2023: \$1.0 million growing to \$1.4 million in annual reduced payments from the County to the CRA as a result of equalizing the County and City's contribution rates to the Frenchtown/Southside CRA District.
- Beginning in FY 2024: Annual payments to the CRA would be reduced by an additional \$1.8 million to a total of \$3.3 million through the elimination of the County's contribution to the Downtown CRA District. Total savings from the discontinuance of Downtown CRA payments are estimated at \$29.2 million. (Note: the County would still make contributions for Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).

- By extending the County's investment in the Frenchtown/Southside CRA District from 2030 to 2038, the County's overall contribution would increase by \$6.3 million over the life of the District. The City would contribute an additional \$22.7 million for a total increase in funding of \$29 million to the Frenchtown/Southside CRA District.

**Staff Recommendation:**

- Option #1: Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County's participation in the Downtown District (Attachment #1), subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.
- Option #2: Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County's participation in the Frenchtown/Southside District (Attachment #2), subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.
- Option #3: Accept the Finding of Necessity for the Expansion of the Frenchtown/Southside Community Redevelopment Area CRA District (Attachment #3) to include the South City, Orange Avenue and Springhill Road areas, subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.

## **Report and Discussion**

### **Background:**

This item seeks the Board's approval of two amendments (Attachments #1 & #2) to the Interlocal Agreements governing the Community Redevelopment Agency (CRA), as approved by the Board on March 27<sup>th</sup>, to restructure the County's participation in the CRA and seeks Board acceptance of the Finding of Necessity (Attachment #3) to expand the Frenchtown/Southside CRA District to include the South City, Orange Avenue and Springhill Road areas. This proposed restructuring of the CRA is the culmination of ongoing negotiations, proposals, and policy options dating back to the Board's 2016 Annual Retreat with the approval of the following strategic initiative:

*Evaluate sunseting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City (2016-9).*

The general terms and conditions of the proposed restructuring, including the Frenchtown/Southside CRA District boundaries expansion, were approved by the County and City Commissions during their respective meetings in February 2018 and again by the County on March 27, 2018. The County and City Commissions directed staff to prepare the Interlocal Agreements and any other necessary legal documents to be formally executed by each party. Based on this direction, staff has prepared two Interlocal Agreements to effectuate the proposed restructuring for the respective Downtown and Frenchtown/Southside CRA Districts. In addition, the expansion areas proposed in the CRA's Finding of Necessity are incorporated in to the amendment to the Frenchtown/Southside CRA Interlocal Agreement.

As presented at the Board's February 27<sup>th</sup> and March 27<sup>th</sup> meetings, this restructuring greatly benefits the County by providing long-term savings and the short-term cash flow necessary to implement the Board-approved FY 2020 Fiscal Plan to address anticipated revenue losses associated with the additional Homestead Exemption (Attachments #4 & #5). In addition to the overall savings to the County, this restructuring will extend the life of the Frenchtown/Southside CRA and thereby increase the County and City investment where revitalization is needed most including the proposed expansion areas in South City, Orange Avenue, and Springhill Road.

### **Analysis:**

This restructuring greatly benefits the County by significantly reducing the County's total financial contribution to the CRA. It provides a long-term savings of \$23 million and the short-term cash flow necessary to implement the FY 2020 Fiscal Plan approved by the Board to address anticipated revenue losses associated with the additional Homestead Exemption. The City Commission is expected to approve these amendments to the Interlocal Agreements at their meeting on May 23<sup>rd</sup> along with the required public hearing to adopt the Finding of Necessity for the expansion of the Frenchtown/Southside CRA District. The next day, on May 24<sup>th</sup>, the CRA Board will take the final vote to approve these Interlocal Agreements to restructure the County's participation in the CRA.

As described in the Board's March 27<sup>th</sup> agenda item, the County and City have approved each of the following elements of the CRA restructuring:

- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - i. The County contributes approximately 8.3 mills for the majority of the Frenchtown/Southside CRA District while the City contributes 4.1 mills.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

As previously approved by the Board, the restructuring of the County's participation of the CRA includes the removal of County Commissioners from the CRA Board. While this is vital concession on the part of the County, the composition of the CRA Board would align more with peer governing bodies throughout the state. As a result, the County can achieve significant short- and long-term financial savings in exchange for yielding its participation in the governance of both CRA Districts. The key financial benefits of the restructuring are as follows:

- \$23 million in overall savings to the County.
  - A \$29.2 million reduction in the County's financial investment in the Downtown CRA
  - An additional \$6.3 million investment in the Frenchtown/Southside CRA.
- \$1 million annual recurring savings to the County starting in FY 2019 (by equalizing the millage rate contributions for the Frenchtown/Southside CRA).
- An additional \$1.8 million annual recurring savings to the County starting in FY 2024 (by no longer making annual increment payments to the Downtown CRA except for the Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square projects).
- By equalizing the millage rate contributions and extending the term of the Frenchtown/Southside CRA District from 2030 to 2038, the County will provide an additional \$6.3 million and the City will provide an additional \$22.8 million totaling \$29.1 of added investment for the Frenchtown/Southside CRA.

#### Downtown CRA District

Leon County is required to make annual increment revenue payments to the Downtown CRA District through FY 2034 under the existing Interlocal Agreement. The County currently contributes approximately 4.3 mills in increment revenue payments based on property values in the Downtown District. Under the proposed restructuring, the County's annual payments would conclude in FY 2023 with exception to the County's share of increment revenue payments for the three projects approved by the CRA Board since July 1, 2017 (the Firestone/Bloxham redevelopment, 4Forty North Apartments, and the Washington Square project). The Downtown CRA will continue to operate through FY 2034 and collect incremental revenue from the City of Tallahassee.

#### *Fourth Amendment to the Downtown CRA Interlocal Agreement:*

The Fourth Amendment to the Downtown CRA Interlocal Agreement maintains the County's annual increment payments through FY 2023 (Attachment #1). Starting in FY 2024, the County would only have to make increment payments each year for the three aforementioned projects approved by the CRA Board since July 1, 2017 (the Firestone/Bloxham redevelopment, 4Forty North Apartments, and the Washington Square project). The County's share of increment payments for each of these projects would be a portion of revenue generated by these developments and payments would continue through the life of the Downtown CRA District which will expire in 2034.

The County's full financial participation in the Downtown CRA through FY 2023 provides enough funding for the CRA to satisfy other project commitments with repayment schedules that go beyond FY 2023 (Gateway & Doubletree), including the financing of approximately 240 public parking spaces associated with the Firestone/Bloxham redevelopment. In light of this public parking investment by the CRA to be financed by a combination of CRA funds and parking revenues, staff agreed to remove a provision from the existing agreement which called for the CRA to provide annual funding to support a bus service program transporting jurors from the County's public parking lot near the Main Library to the Courthouse. According to the CRA's annual reports, funding was provided annually but the program was rarely utilized.

Assuming a modest growth in the tax increment value for the Downtown CRA, the County would realize a savings of \$1.8 million in FY 2024 by no longer having to make a full increment revenue payment to the Downtown CRA. Over the long-term, the County's financial withdrawal would take place 11 fiscal years prior to the scheduled expiration of its existing obligations for the Downtown CRA in 2034, resulting in a \$29.2 million savings for the County. While the return of these monies to the County's general fund will greatly alleviate future budget constraints associated with the additional Homestead Exemption, the modifications to the Frenchtown/Southside CRA District also provides the necessary cash flow to address the County's FY 2020 budget needs outlined in the Fiscal Plan.

#### Frenchtown/Southside CRA District

Leon County contributes its entire millage rate, approximately 8.3 mills, in annual increment revenue payments for most of the Frenchtown/Southside CRA District which is scheduled to conclude in 2030. The City also contributes its full millage rate (4.1 mills) which is less than

half of the County payment. The County has long sought millage parity with the City for payments to the Frenchtown/Southside CRA much like what has been negotiated through interlocal agreements for the Downtown CRA. However, the Frenchtown/Southside CRA was created prior to the establishment of the County’s Charter allowing the City to independently establish the Frenchtown/Southside CRA District utilizing the County’s full millage rate and without being required to enter into an interlocal agreement. Since that time, Florida Statutes have been revised to prescribe millage parity for new CRA districts and/or the expansion of existing districts. Such was the case when the County and City approved the expansion of the Frenchtown/Southside CRA District in 2016. Accordingly, 26 parcels along the South Monroe Street corridor were added to the Frenchtown/Southside CRA resulting in additional tax increment contributions by the County and City, both based on the City’s millage rate (Attachment #6). The disparate millage rate contributions for the original portion of the Frenchtown/Southside CRA remained the same.

More recently, the CRA Board has expressed interest in another expansion of the Frenchtown/Southside CRA District boundaries to include additional neighborhoods in South City along Orange Avenue and east of Meridian Street, the Bond neighborhood west of Pasco Street, and the western side of Springhill Road from Orange Avenue to Kissimmee Street (Attachment #7). Similar to the 2016 boundary expansion for the Frenchtown/Southside CRA, this proposed expansion would also rely on millage parity if approved by the County, City, and CRA Board.

*Proposed First Expansion of the Frenchtown/Southside CRA District:*

On March 22, 2018, the CRA Board accepted the findings for all three study areas and approved the expansion of the Frenchtown/Southside CRA to include the South City, Orange Avenue and the Springhill Road areas (Attachment #8). A Finding of Necessity study is required by Florida Statutes to determine if the expansion areas exhibit the statutory conditions of blight. If two or more of the conditions exist in an area, the area may be deemed as blighted. As illustrated in Table #1, the Finding of Necessity found that each of the expansion areas met at least two blight conditions.

*Table #1: Results from the Finding of Necessity - Blight Conditions Met for the Frenchtown/Southside Expansion Areas*

<b>Blight Conditions<sup>1</sup></b>	<b>South City</b>	<b>Orange Ave.</b>	<b>Springhill Rd.</b>
Fire and emergency medical service calls to the area are proportionately higher than in the remainder of the municipality	X	X	
A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality.	X	X	
Unsafe conditions due to missing sidewalks, bike lanes, and open ditches.	X	X	X
Deterioration of site and other improvements (boarded windows, damaged roofs, etc.)	X		X

<sup>1</sup>Blight conditions and criteria are established in subsection 163.340(8), Florida Statutes

As part of the approval process for the expansion of the Frenchtown/Southside CRA District under the current Interlocal Agreement, the Finding of Necessity and the expansion areas must be accepted by the Board (Attachment #3). Staff recommends the Board's acceptance of the Finding of Necessity and has incorporated the expanded boundaries into the First Amendment to the Frenchtown/Southside CRA Interlocal Agreement. Upon Board acceptance of the Finding of Necessity, the City will conduct a public hearing on May 23<sup>rd</sup> to adopt the Finding of Necessity and amend the Frenchtown/Southside Redevelopment Plan to include the new expansion area parcels.

*First Amendment to the Frenchtown/Southside CRA Interlocal Agreement:*

Based on the County's long-sought desire for millage parity for the Frenchtown/Southside CRA District, the CRA Board's desire for another expansion of the District, and the continued need for long-term investments within the Frenchtown/Southside CRA communities, the First Amendment to the Frenchtown/Southside CRA Interlocal Agreement includes the following modifications (Attachment #2):

- Equalizes the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
- Expands the Frenchtown/Southside CRA District to include the South City, Orange Avenue and Springhill Road areas.
- Extends the term of the Frenchtown/Southside CRA District from 2030 to 2038.

Millage parity provides an immediate savings to the County's general fund and a greater opportunity and financial flexibility to reexamine the long-term needs of the Frenchtown/Southside CRA. As evidenced by the CRA Board's desire for another expansion of the Frenchtown/Southside CRA District and the community's call for greater investment in redevelopment projects in the District, this restructuring calls for the extension of the Frenchtown/Southside CRA from 2030 to 2038. This proposed extension comes with the backdrop of the Florida Legislature's recent consideration of dissolving and/or shortening the remaining life of existing CRAs during the 2017 and 2018 legislative sessions. By approving the proposed restructuring, the County and City can ensure the extension of the Frenchtown/Southside CRA through 2038 without seeking the approval of the Florida Legislature as contemplated in HB 17 and approved by the House during the 2018 legislative session. In addition, this eight-year extension of the Frenchtown/Southside CRA would enhance opportunities to incentivize vital long-term projects for 15 or 20-year periods.

Assuming a modest growth rate in the incremental tax values in the out-years, Table #2 shows that the eight-year extension of the Frenchtown/Southside CRA would realize an additional \$29 million under the proposed restructuring. The extension benefits the District much like compound interest. The additional time provides more compounding revenue associated with the growth of incremental values and will further empower the CRA Board to pursue projects that may require long-term financing or incentives. This is best illustrated in Table #2 by analyzing the difference between the City's increment contributions anticipated for the existing structure versus the proposed structure. Although the City will maintain the same millage rate either way, its increment obligations to the Frenchtown/Southside CRA are projected to be \$18.1

million over the next 12 years under the current structure but would more than double that amount (\$40 million) over the subsequent eight-year extension. Similarly, the County would contribute more revenue over the next 20 years at the reduced millage rate (4.1 mills) than would be required over the remaining 12 years of the existing term with the higher millage rate (8.3 mills) due to the compounding benefit afforded by the additional time for values to grow.

*Table #2: Estimated Long-Term Financial Impacts (in Millions) of the Proposed Restructuring for the Frenchtown/Southside CRA District*

	<b>County Increment</b>	<b>City Increment (4.1 Mills)</b>	<b>Total Tax Increment for Frenchtown/Southside CRA District</b>
Existing Structure – County Contributes 8.3 Mills Through FY 2030	\$36.7 M	\$18.1 M	\$54.8 M
Proposed Restructuring – County Contributes 4.1 Mills Through 2038	\$43 M	\$40.9 M	\$83.9 M
Increased Contributions to the Frenchtown/Southside CRA District	\$6.3 M	\$22.8 M	\$29.1 M

The County’s extended investment in the Frenchtown/Southside CRA combined with the millage equalization will require an additional investment of \$6.3 million through 2038 but will also provide adequate short-term savings to meet financial constraints outlined in the Board-approved Fiscal Plan. The additional \$29 million generated for the Frenchtown/Southside CRA does not contemplate the proposed boundary expansion which will only require approximately \$5,500 of increment payments by the County in the first year. The increment values will increase over time as revitalization efforts continue in the new expansion areas.

Fiscal Impact of CRA Restructuring

The County’s Fiscal Plan approved by the Board to address the reduction of ad valorem revenues in FY 2020 associated with the additional Homestead Exemption, sought to reduce the County’s CRA payments by \$1.4 million in 2020. As shown in Table #3, the proposed restructuring would result in the County realizing approximately \$1 million of savings in increment revenue payments for the Frenchtown/Southside CRA District beginning in FY 2019 due to millage equalization. The following year, the County would realize another \$1.1 million for the Frenchtown/Southside CRA which would grow correspondingly with the taxable values in the District. Today, the County’s general fund does not realize additional revenues associated with the growth in Frenchtown/Southside CRA values because the County’s entire millage rate is obligated to the increment revenue payment for nearly the entirety of this District. By FY 2024, as described in an earlier section and illustrated in Table #3, the County will realize an additional \$1.8 million upon the discontinuance of annual increment revenue payments to the Downtown CRA.



*Table #3: Leon County’s Estimated Short-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency*

	<b>FY 19</b>	<b>FY 20<sup>2</sup></b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>
Frenchtown/Southside CRA Savings (4.1 Mills) <sup>1</sup>	\$1 M	\$1.1 M	\$1.2 M	\$1.3 M	\$1.4 M	\$1.5 M	\$1.6 M
Downtown CRA Savings	\$0	\$0	\$0	\$0	\$0	\$1.8 M	\$2.0 M
<b>Total Savings</b>	<b>\$1 M</b>	<b>\$1.1 M</b>	<b>\$1.2 M</b>	<b>\$1.3 M</b>	<b>\$1.4 M</b>	<b>\$3.3 M</b>	<b>\$3.6 M</b>

<sup>1</sup> Leon County contributes approximately 8.3 mills annually for most of the Frenchtown/Southside CRA District.

<sup>2</sup> Implementation of the additional Homestead Exemption and the County’s Fiscal Plan

In addition to the short-term savings to help balance the County budget over the next few years, the overall long-term savings to the County as shown in Table #4 is approximately \$23 million due in large part to the discontinuance of annual increment payments for the Downtown CRA 11 years prior to the requirements called for in the current agreement.

*Table #4: Leon County’s Estimated Long-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency*

<b>CRA District</b>	<b>County Changes in Total Payments</b>
Downtown CRA Restructuring: (Last Payment to be made in FY 2023) <sup>1</sup>	\$29.2 million in savings
Frenchtown/Southside CRA Restructuring: 4.1 Mills Through 2038 <sup>2</sup>	\$6.3 million in total increased payments
<b>Total Long-Term County Savings</b>	<b>\$22.9 million</b>

<sup>1</sup> Leon County contributes approximately 4.3 mills annually which is currently scheduled through FY 2034.

<sup>2</sup> Leon County contributes approximately 8.3 mills annually for most of the Frenchtown/Southside CRA District which is currently scheduled through FY 2030.

*Next Steps*

To modify the structure, participation, or financial obligations regarding the CRA, approval of an amendment to the respective Interlocal Agreement is required of the County, City, and the CRA Board. Accordingly, staff has prepared two amendments to the respective Interlocal Agreements governing the Downtown and Frenchtown/Southside CRA Districts to effectuate the proposed restructuring and recognize the expanded boundary of the Frenchtown/Southside CRA District upon the Board’s acceptance of the Finding of Necessity. The Board’s approval of Options #1 – 3 (the staff recommendation) is the County’s final step toward realizing the restructuring of the County’s participation in the CRA and is the culmination of ongoing negotiations, proposals, and policy options dating back to the Board’s 2016 Annual Retreat.

Should the Board approve the amendments to the respective Interlocal Agreements and accept the Finding of Necessity, the City will consider the amendments to the Interlocal Agreements at its meeting on May 23<sup>rd</sup>. The City will also conduct a public hearing on May 23<sup>rd</sup> to adopt the Finding of Necessity and amend the Frenchtown/Southside Redevelopment Plan to include the new expansion area parcels. Upon adoption by the County and City Commissions, the final approval of the amendments to the Interlocal Agreements will be presented to the CRA Board the following day, May 24, 2018, which would also serve as County Commissioners' final meeting on the CRA Board.

**Options:**

1. Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County's participation in the Downtown District (Attachment #1), subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.
2. Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County's participation in the Frenchtown/Southside District (Attachment #2), subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.
3. Accept the Finding of Necessity for the Expansion of the Frenchtown/Southside Community Redevelopment Area CRA District (Attachment #3) to include the South City, Orange Avenue and Springhill Road areas, subject to the execution of amendments to both Interlocal Agreements to restructure the County's participation in the Community Redevelopment Agency.
4. Do not accept the Finding of Necessity for the Expansion of the Frenchtown/Southside CRA District to include the South City, Orange Avenue and Springhill Road areas.
5. Board direction.

**Recommendation:**

Options #1 – 3.

**Attachments:**

1. Fourth Amendment to the Downtown CRA District Interlocal Agreement
2. First Amendment to the Frenchtown/Southside CRA District Interlocal Agreement
3. Finding of Necessity to expand the Frenchtown/Southside CRA District
4. February 27, 2018 agenda item on the Proposed Restructuring
5. March 27, 2018 agenda item on Status Update on Proposed Restructuring
6. July 12, 2016 agenda item on the Finding of Necessity for the Frenchtown/Southside CRA
7. Map of Expansion Study Areas
8. March 22, 2018 CRA agenda item on the Finding of Necessity

**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA**

This Fourth Amendment to the Interlocal Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida (the “City”), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the “Agency”).

**RECITALS**

**WHEREAS**, the County, City, and Agency entered into the Interlocal Agreement as of the 23<sup>rd</sup> day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009, and as further amended by that Third Amendment dated December 11, 2014 (collectively the “Agreement”); and

**WHEREAS**, the County seeks to discontinue its active participation in the Community Redevelopment Agency; and

**WHEREAS**, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County’s Board of County Commissioners, and jointly executed by the Parties; and

**WHEREAS**, the Parties desire to enter into a Fourth Amendment to the Agreement to modify the provisions relating to Membership and the County’s financial contributions to the Downtown District Community Redevelopment Area.

**NOW, THEREFORE**, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree that this Fourth Amendment to the Interlocal Agreement hereby incorporates, in its entirety the Interlocal Agreement dated June 23, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009, and as further amended by that Third Amendment dated December 11, 2014.

Section 1. Authority

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

## Section 2. Definitions

Unless otherwise defined herein, the following words and phrases shall have the following meanings:

- a. **“Agency”** means the City of Tallahassee Community Redevelopment Agency, or its successor, a public body corporate and politic.
- b. **“Act”** means Part III of Chapter 163 of Florida Statutes, as may be amended from time to time.
- c. **“Agreement”** means this document and other terms and conditions which are included and the exhibits and documents that are expressly incorporated herein by reference.
- d. **“City”** means the City of Tallahassee, a Municipal Corporation under the laws of the State of Florida.
- e. **“Community Redevelopment Area”** means a slum area, and blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment.
- f. **“County”** means Leon County, Florida, a Political Subdivision of the State of Florida, a Charter County.
- g. **“Downtown Community Redevelopment Plan”** or **“Plan”** means the plan adopted by the City Commission on June 23, 2004 for redevelopment of the District, and any amendments or revisions to such plan as the City Commission may from time to time approve in compliance with and subject to the limitations of this Agreement.
- h. **“Downtown District Community Redevelopment Area”** or **“District”** means the area located within the corporate limits of the City and found and determined by the City Commission in Resolution No. 02-R-43, adopted on September 11, 2002, to be a slum and blighted area (as the term is defined in the Act), a copy of which Resolution is attached hereto as Exhibit A.
- i. **“Effective Date”** means the date upon which the last party to this Agreement has fully executed same in accordance with the formalities imposed upon such entity required by Florida Law.

- j. **“Increment Revenue”** means the amount calculated pursuant to Section 163.387(1), Florida Statutes.

Section 3. Term of Downtown District Community Redevelopment Area and Agreement:

- a. The term of the District for purposes of completing all Projects contemplated hereunder shall be no later than thirty-five (35) years from June 23, 2004 (original effective date of the Interlocal Agreement). The City reserves the right to reduce the term of the District to less than 35 years as provided for in this Agreement, provided that all indebtedness, in whatever form agreed to, and other contractual obligations involving County funds have been fully satisfied. The City shall notify the County of such intent to terminate the District at least 180 days prior to such termination in accord with Section 11(e) of this Agreement. During the term of the District, the County method of investment in any redevelopment activities proposed by the Agency within the boundaries of the District shall be subject to the terms and conditions of this Agreement and any amendments hereto.
- b. The term of this Agreement shall commence upon the Effective Date, and shall end upon dissolution of the District, however, in no event to exceed thirty-five (35) years from June 23, 2004 (original effective date of the Interlocal Agreement), unless earlier terminated pursuant to Section 9 of this Agreement.
- c. This Agreement is non-terminable and non-cancelable during its term, and any amendments thereto, except as provided in Section 9 herein.

Section 4. Community Redevelopment Area.

The parties recognize the validity of the existing Downtown District Community Redevelopment Areas created pursuant to City Resolution No. 02-R-43 adopted September 11, 2002. Any attempt to modify the boundaries of this District, as set forth and delineated in said Resolution, other than by dissolution of such District, shall require the prior written approval of the County. Further, the creation of a Community Redevelopment Agency or Community Redevelopment Area or any boundary adjustments to any existing or newly created Community Redevelopment Area, occurring after the effective date of this Agreement, shall also require the prior written approval of the County.

Section 5. Downtown District Community Redevelopment Area.

The County delegates to the City those powers contained in the Act for the District, and all parties agree to the following conditions:

- a. The District shall have duration of no more than thirty-five (35) years from June 23, 2004 (original effective date of the Interlocal Agreement). However, annual Increment Revenue shall be collected for a period of no more than thirty (30) years from the date upon which the District was created by the City.

- b. The membership of the Agency shall consist solely of the membership of the City Commission, who shall act as its governing body and who shall have all those powers enumerated under the Act, unless otherwise conferred or delegated hereunder.

Section 6. Financial Provisions

a. Tourist Development Tax.

- (1) The tourist development tax funds (the "Funds") in the amount of \$5,042,522 previously collected through and including September 30, 2014, which had been dedicated exclusively for the debt service, construction and/or operational costs of a performing arts center(s) in the Downtown District Community Redevelopment Area, shall be set aside for use by the Agency consistent with this Section 6.a. of the Agreement. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the County's general fund.
- (2) On September 25, 2017 and October 25, 2017, the County and City respectively approved the utilization of up to \$2.25 million of the Funds, for the Capital City Amphitheater Support Space. The parties shall enter into a separate agreement for the utilization of the Capital City Amphitheater Support Space.
- (3) The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City, related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects. The Funds may be utilized in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. The Funds shall be utilized for projects, programs and expenses authorized under section 125.0104, Florida Statutes.
- (4) All tourist development tax funds collected on and after October 1, 2014, shall be retained by the County for utilization consistent with section 125.0104, Florida Statutes.
- (5) Any portion of the Funds not utilized by the Agency, shall be returned to or otherwise be made available to the Leon County Tourist Development Tax Trust Fund, upon the termination or expiration of the Agency.

- b. Joint Funding of Downtown District Community Redevelopment Area Trust Fund. The City's annual contribution of Increment Revenue to the Trust Fund shall be equal to the ad valorem tax rate adopted by the City Commission as part of the annual budget adoption process, and applied to the incremental increase in

ad valorem taxes. The County's annual contribution of Increment Revenue to the Trust Fund shall be equal to an ad valorem rate that is 1.154 times the City ad valorem rate, but not to exceed the maximum rate of 4.2698, and applied to the incremental increase in ad valorem taxes. The incremental increase in ad valorem taxes shall be determined as provided in Section 163.387(1), Florida Statutes. The County contribution of Tax Increment to the Downtown District will terminate with final annual payment to be made in FY 2023, subject to the specific and continuing funding obligations as provided below.

- c. County Funding of Approved Projects. After FY 2023, the County will only provide funding for the projects specified below and as provided for in this subsection.

(1) Firestone/Bloxham Annex Development

- (a) The County will pay its annual share of Tax Increment funding committed to the Firestone/Bloxham Annex development as approved by the CRA Board on September 25, 2017 in that agenda item numbered 5.02 and that agreement between the CRA and Cascades Joint Venture, LLC dated January 16, 2018.
- (b) The County funding shall be determined annually as follows: Assessed Value of Property x Rate x 90% = County Funding.
- (c) The annual Assessed Value of the Property shall be determined by the Leon County Property Appraiser.
- (d) Rate shall be equal to an ad valorem rate that is 1.154 times the City ad valorem rate, but not to exceed the maximum rate of 4.2698.
- (e) The funding for the Firestone/Bloxham Annex development shall terminate on June 30, 2034.

(2) 440 North Monroe Street (Envision Credit Union site)

- (a) The County will pay its annual share of Tax Increment funding committed to the 440 North Monroe Street development as approved by the CRA Board on September 25, 2017 in that agenda item numbered 5.03.
- (b) The County funding shall be determined annually as follows: (Assessed Value of Property – Baseline Taxable Value) x Rate = County Funding.
- (c) The annual Assessed Value of the Property shall be determined by the Leon County Property Appraiser.
- (d) The Baseline Taxable Value shall be the Taxable Value of the Property for the tax year 2017 as determined by the Leon County Property Appraiser.

- (e) Rate shall be equal to an ad valorem rate that is 1.154 times the City ad valorem rate, but not to exceed the maximum rate of 4.2698
  - (f) The funding for the 440 North Monroe Street development shall terminate on June 30, 2034.
- (3) Washington Square (227 South Calhoun St.)
- (a) The County will pay its annual share of Tax Increment funding committed to the Washington Square development as approved by the CRA Board on November 9, 2017 in that agenda item numbered 6.02 and that agreement between the CRA and Fairmont Development, LLC dated March 8, 2018.
  - (b) The County funding shall be determined annually as follows: (Assessed Value of Property – Baseline Taxable Value) x Rate = County Funding.
  - (c) The annual Assessed Value of the Property shall be determined by the Leon County Property Appraiser.
  - (d) The Baseline Taxable Value shall be the Taxable Value of the Property for the tax year 2003 as determined by the Leon County Property Appraiser.
  - (e) The funding for the Washington Square development shall terminate on June 30, 2034.

Section 7. Audit.

- a. The County shall have the right from time to time at its sole expense to audit the compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, the right to audit from time to time for compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement as it relates to construction of Projects shall extend for a period of five (5) years after the completion of the Projects.
- b. The County shall have full access, for inspection, review, and audit purposes, to all items referred to in the preceding paragraph.
- c. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide to the County an annual report as required by Sections 163.387(8) and 163.356(3), Florida Statutes. The City and the Agency shall include a comparison of plan goals, objectives, and policies to annual program accomplishments and an analysis comparing current tax base to the base year, in addition to the statutorily required financial statements.
- d. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide a report to the County on an annual basis, as



required by Section 163.356(3)(c), Florida Statutes, to effectively demonstrate accountability for the resources and activity. The activity report shall be provided in a format approved by the County, City and Agency, and must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the Community Redevelopment Area Plan. Specific details of the reporting shall be part of the terms and conditions of any amendments to this Agreement.

Section 8. Termination.

- a. If any Party fails to comply with any terms or conditions of this Agreement or default in any of its obligations under this Agreement, and shall fail within thirty (30) calendar days after written notice to the non-compliant party to correct such default or non-compliance, the non-defaulting party, at its option may forthwith terminate this Agreement.
- b. In the event that either the City or the Agency removes or otherwise diminishes any delegated authority under this Agreement, as identified under Section 5, or otherwise defaults in any of its obligations under this Agreement, the County, at its sole option, may forthwith terminate this Agreement, and the City or the Agency, jointly and severally shall be liable to County for all funds paid pursuant to the provisions of this Agreement by the County to the Trust Fund or to any other fund or entity, or otherwise owed or pledged thereto, for the purposes of and retroactive to the effective date of this Agreement. In the event that the County defaults in any of its obligations under this Agreement, the City and Agency shall have all rights and privileges under Chapter 163, Florida Statutes, and the County shall be liable to the Agency for all Increment Revenue otherwise due to the Agency since the date of this Agreement, notwithstanding the limitations set forth in this Agreement.
- c. The grounds for termination and the remedy set forth in this Section are intended to be cumulative with those set forth in other paragraphs in this Agreement, as well as those otherwise available to the parties at law or at equity.

Section 9. Dispute Resolution.

- a. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Paragraph. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this Section 10. The aggrieved party shall give written notice to the other party, in the manner set forth in Section 11.e., setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
- b. Should the parties be unable to reconcile any dispute, the appropriate Agency, City and County personnel shall meet at the earliest opportunity, but in any event

within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision, in writing, to the City Manager and County Administrator. If they are unable to reconcile their dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting of the City Manager and County Administrator at their earliest opportunity, but in any event within 20 days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

- c. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other party. The mediator shall meet the qualifications set forth in Rule 10.010(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.
- d. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
  - (1) Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), or a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.
  - (2) Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government issues relating to Community Redevelopment Agencies.

- (3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 10. Procedure for the Creation of New Community Redevelopment Agencies or the Expansion of Existing Community Redevelopment Agencies.

The City and County agree either Party may only propose new Community Redevelopment Areas in areas within the City limits or boundary adjustments to existing Community Redevelopment Areas, subject to the provisions of this Section. Should either the City or County propose a new Community Redevelopment Area, or a boundary adjustment to an existing Community Redevelopment Area, it shall be required to first receive the prior written approval of the other Party. The City and the County agree to negotiate the boundaries, the duration of future Community Redevelopment Areas and such Increment Revenue in good faith.

Section 11. General Provisions.

- a. Assignment. The parties shall not assign any portion of this Agreement without written consent first obtained from the other parties and any assignment made contrary to the provisions of this Paragraph may be deemed a default of the Agreement and, at the option of the other parties, shall not convey any rights to the assignee.
- b. Compliance with Applicable Law. In providing services and otherwise carrying out its obligations under this Agreement, the parties shall comply with Applicable Law. Such compliance shall include obtaining any and all federal, state, or local permits or licenses required to perform its obligations under this Agreement.
- c. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship or employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provision of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County, the City and the Agency.
- d. Non-waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

- e. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

and to the City as follows:

City Manager  
City Hall  
300 S. Adams Street, Box A-21  
Tallahassee, Florida 32301

and to the Agency as follows:

Executive Director  
City Hall  
300 S. Adams Street  
Tallahassee, Florida 32301

- f. Force Majeure. A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Paragraph 6 of this Agreement.
- g. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

- h. Indemnification. To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent that same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations of Florida law, including the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligations imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the indemnifying party may be entitled.
- i. Amendment. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective successors and assigns, if any. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.
- j. Third Party Beneficiary. This Agreement is solely for the benefit of the County, the City, and the Agency, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- k. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should a material term, provision, covenant, or condition of this Agreement be held unenforceable by a Court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternative contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position, or otherwise mitigate the loss of protection or benefit resulting from the mitigation.

- 1. Limited Application. Except with respect to Sections 4 and 10 herein, this Agreement shall in no event be construed as applying to the Frenchtown Southside Community Redevelopment District established September 23, 1998.

This Fourth Amendment to the Agreement shall be effective upon full execution hereof by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2018.

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

ATTEST:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**CITY OF TALLAHASSEE**

BY: \_\_\_\_\_  
Andrew D. Gillum, Mayor

Date: \_\_\_\_\_

Approved as to Form:

ATTEST:

BY: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer/Clerk

BY: \_\_\_\_\_  
Cassandra K. Jackson, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_

\_\_\_\_\_, Chair

Date: \_\_\_\_\_

FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
REGARDING EXPANSION OF GREATER FRENCHTOWN/SOUTHSIDE  
COMMUNITY REDEVELOPMENT AREA

This First Amendment to the Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day May, 2018 (the "Effective Date"), by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County") and the CITY OF TALLAHASSEE, a Florida municipal corporation created and existing under the laws of the State of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "CRA"); collectively (the "Parties").

RECITALS

WHEREAS, the County and the City entered into the Agreement as of the 1<sup>st</sup> day of November, 2016, regarding the Expansion of the Greater Frenchtown/Southside Community Redevelopment Area ("GFS"); and

WHEREAS, the City and the County has approved the restructuring the County's participation in the CRA; and

WHEREAS, the Agreement provides that any portion of the Agreement may be amended or waived only pursuant to an instrument in writing and jointly executed by the Parties; and

WHEREAS, on February 27, 2018, the Leon County Board of County Commissioners addressed the expansion of the GFS District to include the Expansion Area and approved the expansion subject to the terms and conditions contained herein; and

WHEREAS, on May \_\_\_\_, 2018, the City Commission adopted Resolution \_\_\_\_\_ finding the existence of blight and making a finding of necessity for community redevelopment in the Expansion Area;

WHEREAS, on May \_\_\_\_, 2018, the City Commission has approved a resolution providing for expansion of the boundaries of the GFS District; and

WHEREAS, the Parties to the Agreement agree that it is in the best interest of the Parties to expand the boundaries of the GFS District, modify the Parties' funding obligations and provide the date for expiration of the GFS District.



NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Section 3. is hereby deleted, replaced and superseded by the following:
  3. Consent to Expansion of GFS District. The County consents to expansion of the boundaries of GFS District as approved by CRA Board at its March 22, 2018 meeting and the County on May 8, 2018. A copy of the expansion map is attached and incorporated hereto as Exhibit A.
2. Section 4. is hereby deleted, replaced and superseded by the following:
  4. Millage within GFS District and Expansion Area. Beginning FY 2019, the tax increment for the District and Expansion Area shall be calculated using the millage rate imposed by the City, as may be adjusted from year to year, in accordance with Section 163.387(1)(b)(1)(a) of the Florida Statutes, with the County contributing tax increment at the same millage rate as the City.
3. Section 5. is hereby deleted in its entirety.
4. Section 6. is hereby deleted, replaced and superseded by the following:
  6. Expiration of GFS District. The expiration of GFS District shall be extended to June 30, 2038. The City and County shall take such other action as necessary to extend the expiration to said date. No tax increment revenue generated from properties within the GFS District shall be appropriated to the Trust Fund for any period after June 30, 2038 without an express and written agreement signed by all the parties hereto.

All other terms and conditions of the Agreement remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives with the intent to be legally bound.

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**CITY OF TALLAHASSEE**

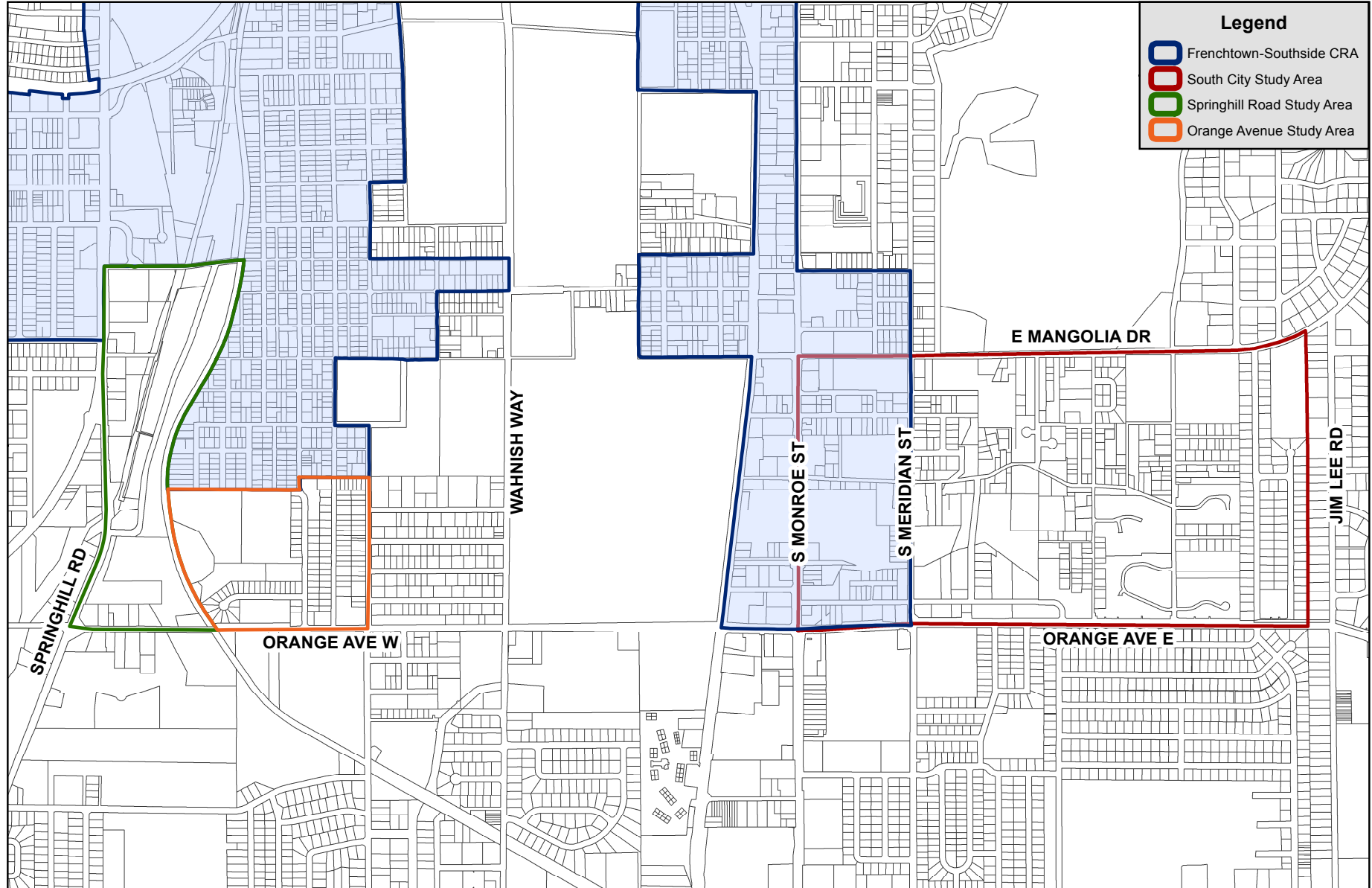
BY: \_\_\_\_\_  
Andrew D. Gillum, Mayor

ATTEST:  
BY: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer/Clerk





APPROVED AS TO FORM:  
BY: \_\_\_\_\_  
Cassandra Jackson, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

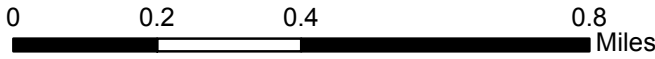
BY: \_\_\_\_\_  
\_\_\_\_\_, Chair



**Legend**

-  Frenchtown-Southside CRA
-  South City Study Area
-  Springhill Road Study Area
-  Orange Avenue Study Area

# Study Areas



This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be constructed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.  
Map Produced: August 25, 2017



TALLAHASSEE  
Community  
Redevelopment  
Agency

City of Tallahassee Community Redevelopment Agency  
Greater Frenchtown/Southside  
Community Redevelopment Area

**Finding of Necessity for Redevelopment:**  
**South City Study Area**  
**Orange Avenue Study Area**  
**Springhill Road Study Area**

Prepared April 2018

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## Executive Summary

The Greater Frenchtown/Southside Community Redevelopment Area (GFS District), originally the Tallahassee Community Redevelopment Area, was established in June 2000 when the City Commission adopted the Greater Frenchtown/Southside Community Redevelopment Plan and established the Greater Frenchtown/Southside Community Redevelopment Trust Fund.

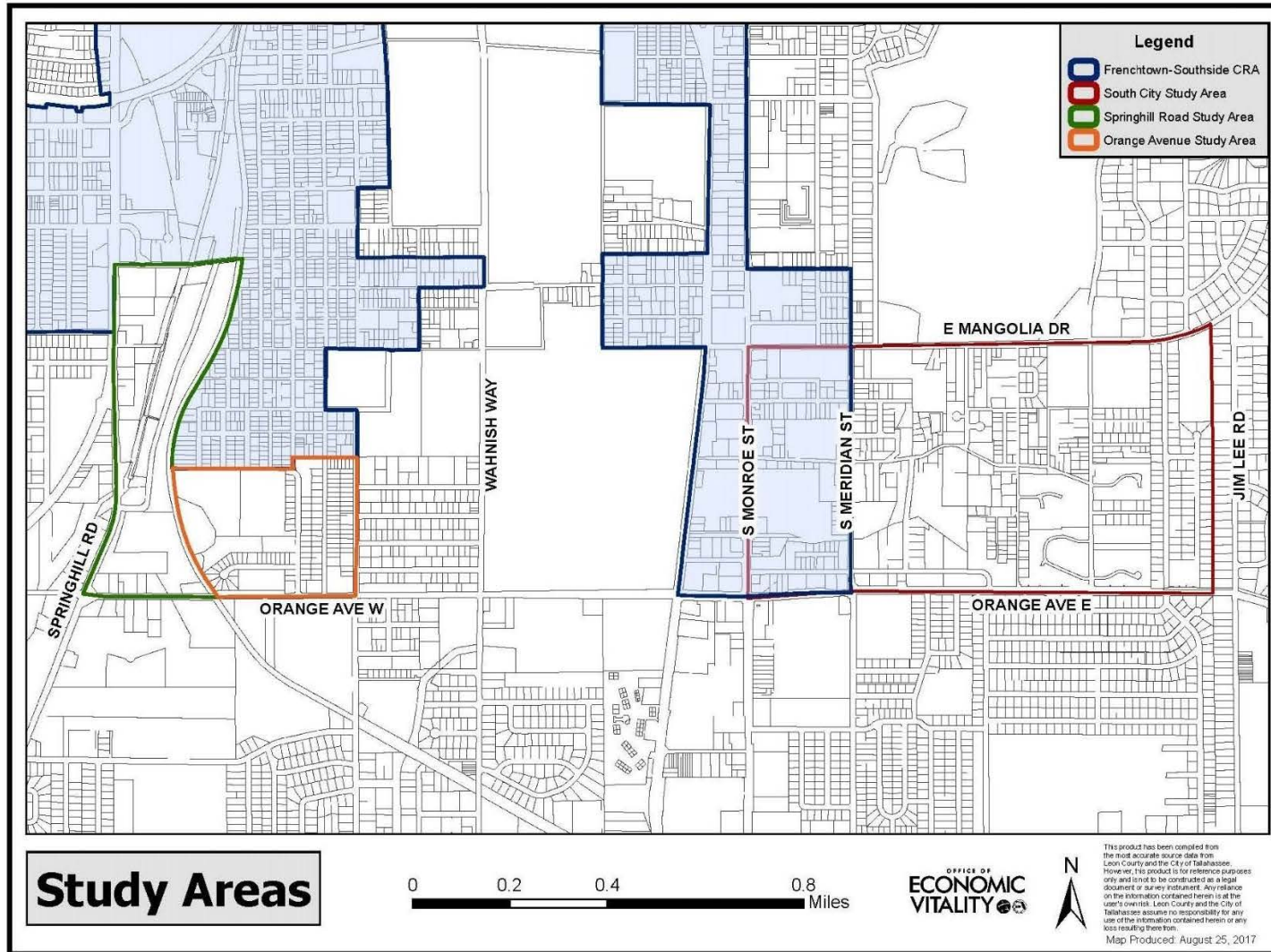
The original GFS District study area included a number of properties that were not part of the adopted boundaries of the district. City Commission concerns over the size of the study area and the impact it might have on City and County tax revenues resulted in the removal of some areas sections of the original study that might have qualified as blighted from the recommended district boundaries. This included properties on the east side of South Monroe Street, South City and other areas in the southern portion of the GFS District.

In 2016, the City of Tallahassee Community Redevelopment Agency (CRA) expanded its boundaries to include 23 commercial parcels on the east side of South Monroe Street from Van Buren Street to Perkins Street. The CRA Board, in 2017, directed staff to examine the possibility of once again expanding the boundaries of the GFS District to include South City (South City study area), the southern portion of the Bond Neighborhood (Orange Avenue study area), and the east side of Lake Bradford Road from Kissimmee Street to Springhill Road (Springhill Road study area). Map 1 shows the precise boundaries of each study area. CRA staff conducted an analysis of the three study areas to determine if they meet the definition of blight as defined in Section 163.340(8), Florida Statutes. The analysis identified four blighting conditions in the three study areas, although not all conditions applied to each study area. The four blighting conditions are:

- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality; and
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.

The facts presented in this report are the basis for an officially adopted Finding of Necessity for redevelopment within the three study areas. A need for redevelopment has been found within the study area and it is recommended that the GFS District boundaries be expanded to include the three study areas on the study area map at page 2.

Map 1:  
Proposed Greater Frenchtown Southside Community Redevelopment Area Expansion Study Areas



## Methodology

The creation or expansion of a redevelopment area requires an official Finding of Necessity declaring that redevelopment is necessary in the public interest. The purpose of this report is to present the facts relating to a Finding of Necessity for redevelopment within the three study areas shown on Map 1: South City, Orange Avenue, and Springhill Road, to evaluate the facts and determine if conditions of blight as defined in Section 163.340(8), F.S., exist within the areas. This report is also used as a tool to provide recommendations regarding the expansion of the existing GFS District boundary to include the three study areas.

The methodology for preparing this report included an analysis of data which was readily available, such as property values, fire and emergency medical services (EMS) responses and building code violations. Additional analysis was conducted from the public right-of-way on some of the more visual criteria including unsafe conditions, and deterioration of site. Each study area was divided into subareas to aid in determining where the visual conditions exist. The maps outlining the subareas are found in Appendix A. The results of the staff analysis are summarized in this report. To qualify as blighted, the properties had to demonstrate one or more of the 15 definitions of blight listed below from Chapter 163.340(8), F.S.

Definition of blight from Section 163.340(8), F.S.: “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.



## **Results of the Analysis**

Four blighted conditions were found to exist in the three study areas. Although not all conditions were found in each study area, the areas shared similar conditions of blight. A summary of the analysis and the four conditions are outlined below.

The first condition examined was whether fire and emergency medical service calls to the area were proportionately higher than in the remainder of the City. The data on this condition is readily available from the City and County's Consolidated Dispatched Agency and can be quickly studied to determine if the condition exist in the areas. This condition was found to exist in both the South City and Orange Avenue study areas.

The second condition studied was whether a greater number of violations of the Florida Building Code existed in the study areas than the number of violations recorded in the remainder of the City. For this analysis two types of code violations were reviewed when analyzing this blight condition: building code violations and care of premise or inoperable vehicle violations. Similar to the first condition, the data for code violations were also readily available through the City's Growth Management's office. Likewise, this condition existed in both South City and Orange Avenue study areas.

Unsafe conditions was the third blighted condition reviewed in the analysis. This condition was realized as a result of walking and driving through the study areas. Staff noticed the lack of sidewalks, open ditches and multiple curb cuts, which poses a risk for pedestrians navigating the study areas. This condition was found to exist in all three study areas: South City, Orange Avenue and Springhill Road.

The last condition examined was deterioration of site or other improvements. Much like the unsafe conditions, the deterioration of site and other improvements was also discovered as a result of walking and driving through the study areas. There are number of deteriorated and/or abandoned buildings in the South City and Springhill Road Study areas. This condition did not exist in the Orange Avenue study area.

A more detailed discussion of the findings is presented below.

### **South City Study Area – 4 Criteria Present**

The South City study area is bounded by Magnolia Street to the north, the properties located on the eastern side of Dozier Drive (up to Magnolia), Orange Avenue to the south and Meridian Street to the west. The study area does not include the areas already located within the GFS District boundary. Staff found four conditions in the South City study area sufficient to recommend for the finding of necessity.

#### **1. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality – (Requirement Fulfilled)**

The South City study area has a higher incident rate per capita of both fire incidents and emergency medical services (EMS) than the City of Tallahassee as a whole. Table 2 below shows the South City study area fire incidents per 1,000 populations were nearly 45 percent greater at 318.7 incidents than the City's per capita rate of 220.4 incidents. Likewise, Table 3 shows the number of EMS calls per capita in the study area was nearly 51 percent greater than the entire City, with the per square mile rate exceeding the City's rate by nearly 370 percent.

Table 2: South City Study Area Fire Incidents, 2015-2016

	<b>Total Incidents</b>	<b>Incident Rate per 1,000 Population</b>	<b>Incident Rate per Sq. Mile</b>
South City Study Area	834	318.7	1,737.5
City of Tallahassee Total	39,984	220.4	387.8

Table 3: South City Study Area EMS Calls, 2015-2016

	<b>Total Calls (Non-Cancelled)</b>	<b>Calls per 1,000 Population</b>	<b>Call Rate per Sq. Mile</b>
South City Study Area	1,142.0	436.4	2,379.2
City of Tallahassee Total	52,476	289.3	509.0

**2. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality – (Requirement Fulfilled)**

There were two types of code violations analyzed for this blight condition: building code violations and care of premise or inoperable vehicle violations. As illustrated in Table 4 below, The South City study area had a greater number of code violations per square mile than the City, with 583.3 violations per square mile compared to the City’s with 105.7 per square mile, a 450 percent increase above the City’s rate.

Table 4: South City Study Area Violations, Rate per Square Mile, 2015-2016

	<b>South City Study Area</b>	<b>City of Tallahassee</b>
Building Code Violations (Dangerous Building & Substandard Buildings)	64.6	10.7
Care of Premise & Inoperable Vehicle Violations	518.8	95.0
Total Violations, 2015-2016	583.3	105.7

**3. Unsafe Conditions – (Requirement Fulfilled)**

The unsafe conditions found existing in the South City study area are from missing sidewalks and bike lanes, and open ditches, as illustrated in Figures 1 through 3 below. These conditions were found in all four Sub-Areas. Missing sidewalks places pedestrians in harm’s way when they are forced to walk on the

side of the street with oncoming traffic. The absence of a complete pedestrian sidewalk network, including bike lanes, not only leads to unsafe conditions for pedestrians, but also for cyclist and those with special access needs.



#### 4. Deterioration of Site and Other Improvements – (Requirement Fulfilled)

Conditions that may lead to deterioration of buildings and site includes broken paving and sidewalks, deficient parking lots, missing curbs, defects in the roof, and missing doors and windows. In analyzing South City, deterioration of building and other improvements were found rather than deterioration of the site. Deteriorating buildings are often vacant or neglected which makes them vulnerable to misuse, fire hazards, or occupation for criminal purposes. All four Sub-Areas exhibited this condition as illustrated in Figure 4 and Figure 5.



**Orange Avenue Study Area – 3 Criteria Present**

The Orange Avenue study area is bounded by Weis Street to the north, Pasco Street to the east, Orange Avenue to the south, St. Marks Trail to the west. Staff found three conditions in the Orange Avenue study area appropriate to recommend for the finding of necessity.

**1. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality – (Requirement Fulfilled)**

The Orange Avenue study area, similar to the South City study area, has a higher fire incident and EMS call incident rates than the rest of the City. As shown in Table 5, the per capita rate of fire incidents (356.7) was 62 percent higher than the rest of the City (220.4). The per capita EMS call rate (491.1) was nearly 70 percent higher than the City’s rate (289.3), as outlined in Table 6. Due to the fairly small size of the study area, the incident rate per square mile for both fire and EMS incidents was not used in the analysis.

Table 5: Orange Avenue Study Area, Fire Incidents, 2015-2016

	<b>Total Incidents</b>	<b>Incident Rate per 1,000 Population</b>	<b>Incident Rate per Sq. Mile</b>
Orange Avenue Study Area	321	356.7	3,566.7
City of Tallahassee Total	39,984	220.4	387.8

Table 6: Orange Avenue Study Area, EMS Calls, 2015-2016

	<b>Total Calls (Non-Cancelled)</b>	<b>Calls per 1,000 Population</b>	<b>Call Rate per Sq. Mile</b>
Orange Avenue Study Area	442	491.1	4,911.1
City of Tallahassee Total	52,476	289.3	509.0

**2. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality – (Requirement Fulfilled)**

The Orange Avenue study area had nearly 500 percent more building code and care of premise violations per square than the City, with 633.3 in the study area compared to 105.7 for the City. Table 7 below highlights the code violations rate per square mile for the Orange Avenue study area.

Table 7: Orange Avenue Study Area Code Violations, Rate per Square Mile, 2015-2016

	<b>Orange Avenue Study Area</b>	<b>City of Tallahassee</b>
Building Code Violations (Dangerous Building & Substandard Buildings)	33.3	10.7
Care of Premise & Inoperable Vehicle Violations	600.0	95.0
Total Violations, 2015-2016	633.3	105.7

### 3. Unsafe Conditions – (Requirement Fulfilled)

The sidewalks in the Orange Avenue Sub- Area 1 revealed a disconnect in the sidewalk system in the area. Weis Street, which is the only side street in the study area, does not have sidewalks connecting to the existing sidewalks making it challenging for pedestrians to walk safely throughout the area, as shown on Figure 6.



The Orange Avenue study area is in the Multimodal Transportation District (MMTD) which requires sidewalks on local streets to be at least six feet in width. The analysis found the other streets in the study area which had sidewalks were of a variety of sidewalk widths. This also creates an access and safety challenge for pedestrians in the area. Figure 7 shows sidewalks in the study area range from three and four feet in width.

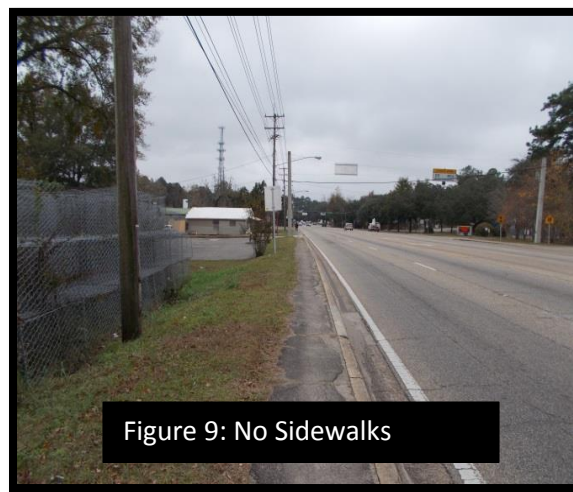
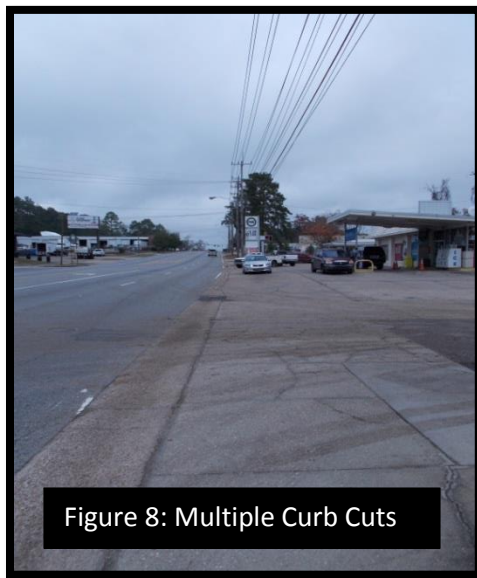




## **Springhill Road Study Area – 2 Criteria Present**

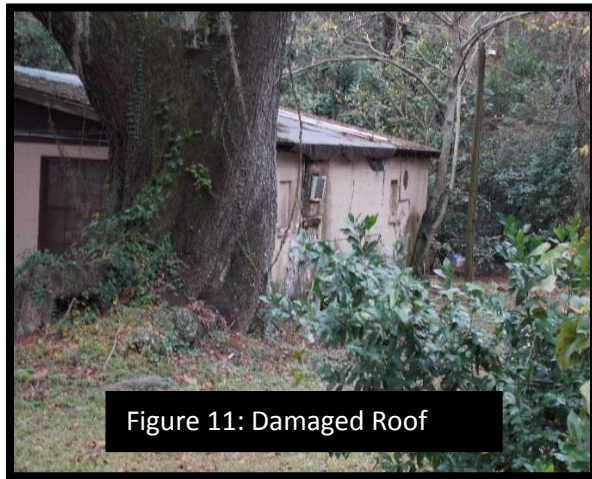
### **1. Unsafe Conditions – (Requirement Fulfilled)**

The existence of unsafe conditions particularly to pedestrians, those with special access needs and cyclists, in study Sub-Area 1 includes multiple curb cuts and no sidewalks on the east side of Lake Bradford Road, as shown in Figure 8 and Figure 9. The lack of adequate sidewalks and pedestrian crossings on Kissimmee Street between Mill Street and Lake Bradford Road also revealed unsafe conditions. Figure 10 shows open ditches along Mill Street from Lake Bradford Road to Kissimmee Street in Sub-Area 2, revealing additional unsafe conditions in the study area.



## 2. Deterioration of Site and Other Improvements – (Requirement Fulfilled)

There was a number of structures found displaying deterioration in both sub-areas, from damaged roofs to abandoned commercial buildings, as highlighted in Figure 11 and Figure 12. These sites and structures tend to indicate investment in the area could be risky, alarming potential investors and hindering improvements in the area.

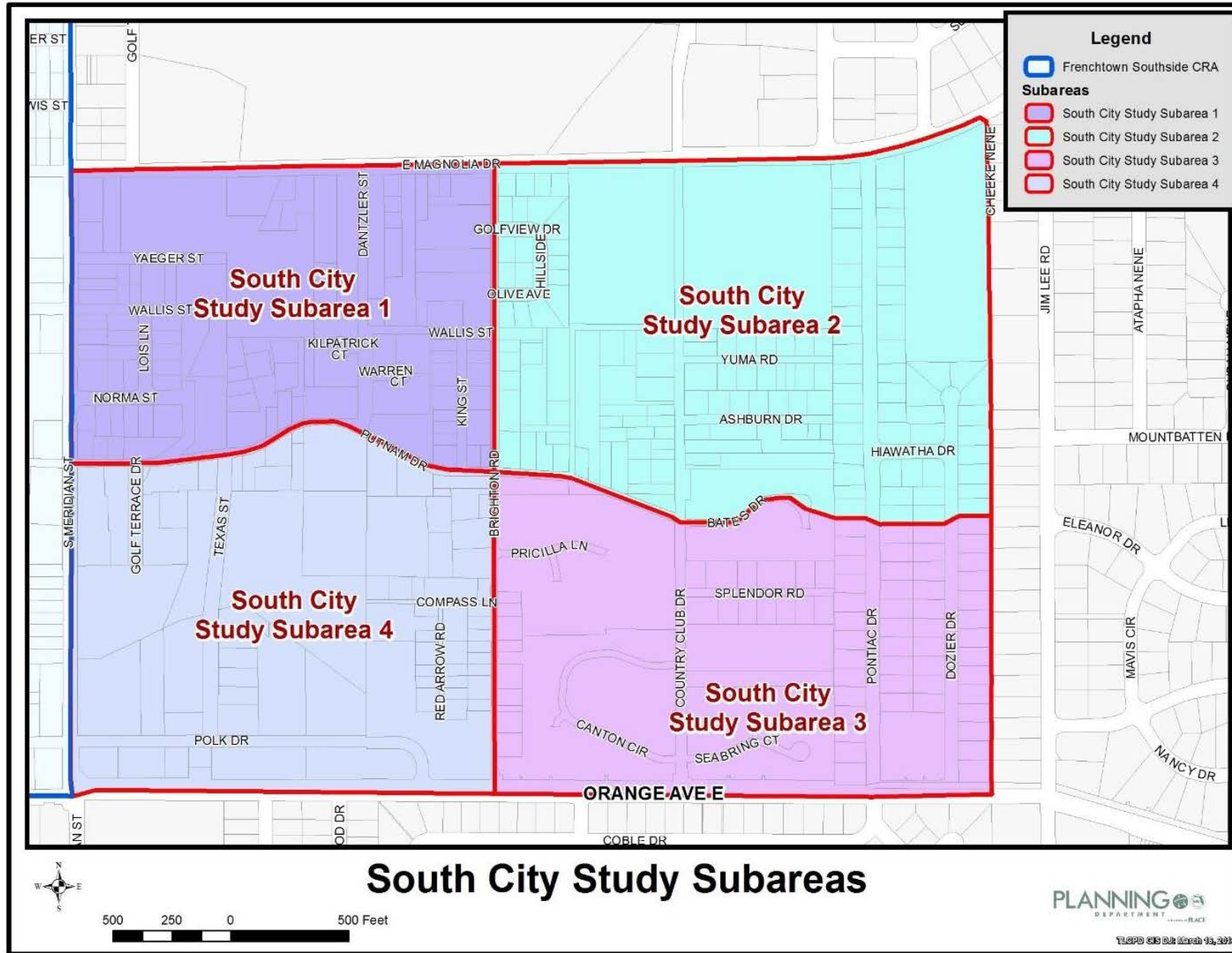


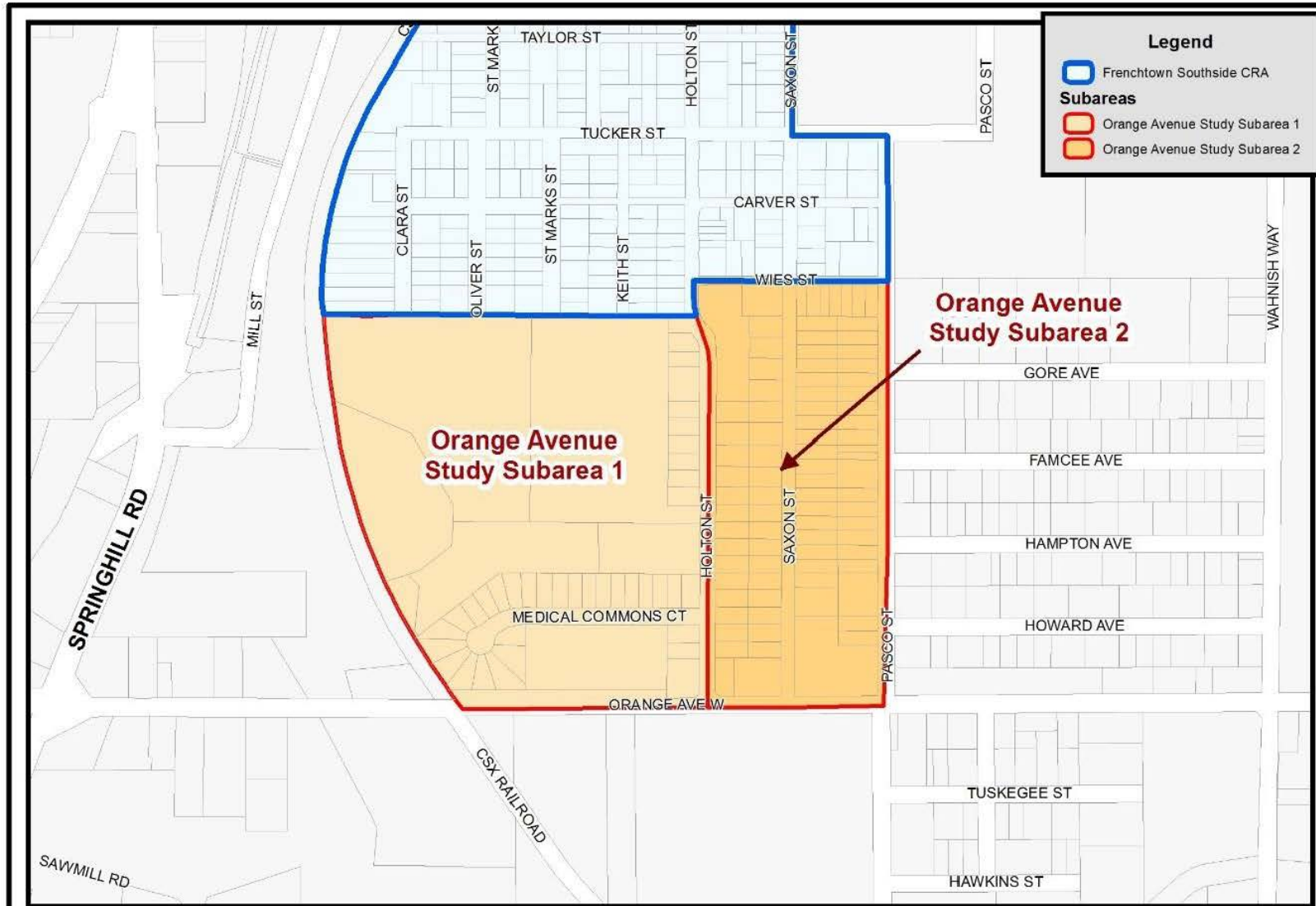
### **Recommendation**

It is recommended that the Leon County Board of County Commissioners, in accordance with the interlocal agreement, approve the expansion of the existing Greater Frenchtown/Southside Community Redevelopment to include the South City, Orange Avenue and Springhill Road study areas.

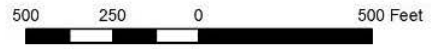


## **Appendix A: Sub-Area Maps**

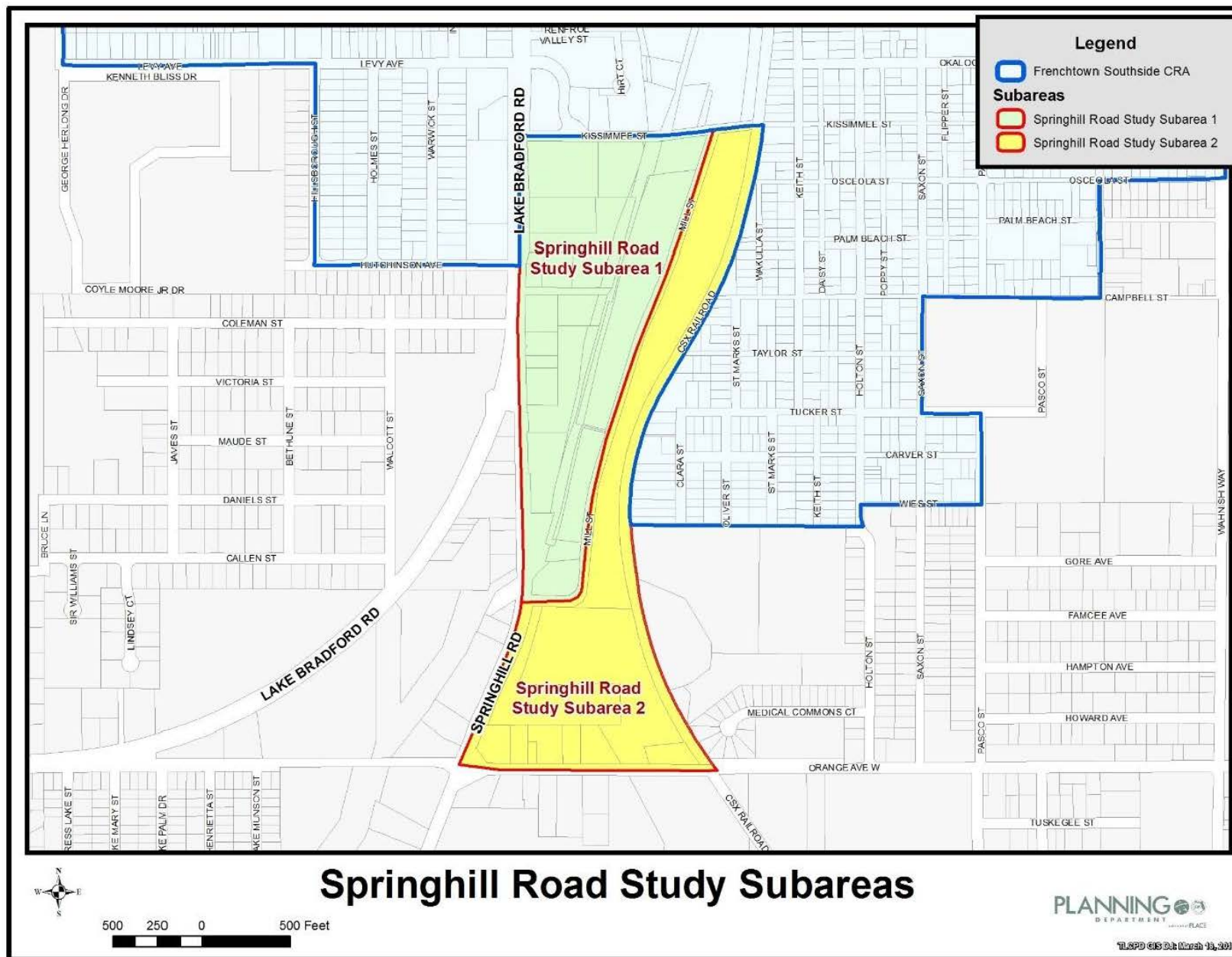




# Orange Avenue Study Subareas



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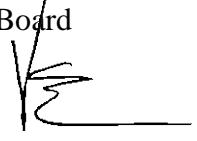


# Leon County Board of County Commissioners

## Agenda Item #14

February 27, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Proposed Restructuring of the County's Participation in the Community Redevelopment Agency

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item seeks Board consideration of a proposed restructuring of the County's participation in the Community Redevelopment Agency (CRA), including significant reductions in the County's total financial contribution to the CRA and elimination of County Commissioner membership on the CRA Board. This proposed restructuring greatly benefits the County by providing a long-term savings of \$23 million and the short-term cash flow necessary to implement the FY 2020 Fiscal Plan approved by the Board to address anticipated revenue losses associated with the additional Homestead Exemption.

This proposed restructuring of the CRA is the culmination of ongoing negotiations, proposals, and policy options dating back to the Board's 2016 Annual Retreat with the approval of the following strategic initiative:

*Evaluate sunseting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City (2016-9).*

The City Commission is expected to consider this proposed restructuring at its next meeting on February 28, 2018.

### **Fiscal Impact:**

This item has a fiscal impact. The proposed restructuring will provide adequate funding for the County to satisfy the impacts of the possible additional Homestead Exemption and provides additional long-term savings by reducing the County's overall contributions to the CRA as follows:

- \$23 million in overall savings to the County by adopting the proposed restructuring.
- FY 2019 – FY 2023: \$1.0 million growing to \$1.4 million in annual reduced payments from the County to the CRA as a result of equalizing the County and City’s contribution rates to the Frenchtown/Southside CRA District.
- Beginning in FY 2024: Annual payments to the CRA would be reduced by an additional \$1.8 million to a total of \$3.3 million through the elimination of the County’s contribution to the Downtown CRA District. Total savings from the discontinuance of Downtown CRA payments are estimated at \$29.2 million. (Note: the County would still make contributions for Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- By extending the County’s investment in the Frenchtown/Southside CRA District from 2030 to 2038, the County’s overall contribution would increase by \$6.3 million over the life of the District. The City would contribute an additional \$22.7 million for a total increase in funding of \$29 million to the Frenchtown/Southside CRA District.

**Staff Recommendation:**

Option #1: Accept the proposed restructuring of the County’s participation in the Community Redevelopment Agency and direct the County Administrator to finalize the terms with the City, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 10, 2018 and include the following elements:

- A. Discontinue the County’s financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County’s millage rate contribution to the City’s millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.



## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's acceptance of a proposed restructuring of the County's participation in the Community Redevelopment Agency (CRA) including significant reductions in the County's financial contribution to the CRA and elimination of County Commissioner membership on the CRA Board. The City Commission is expected to consider this proposed restructuring at its next meeting on February 28, 2018.

Since December 2016, the County and City Commissions have considered the County's desired withdrawal from the Downtown CRA District (DT CRA) during their respective annual retreats, budget workshops, and Commission meetings. Both Commissions and the CRA Board have examined various phaseout options and policy considerations which were most recently presented in an October 24, 2017 status report to the Board (Attachment #1). At that time, the Board directed the County Administrator to:

- Bring back an amendment to the DT CRA Interlocal Agreement by February 2018 to sunset the County's participation by FY 2020, subject to the support of the City Commission, based on Phaseout Options #2 or #4 as presented in that agenda item;
- Cease consideration for the expansion of an existing CRA District or the creation of a new CRA District until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020; and
- Bring back a revised fiscal plan during the FY 2019 budget process if there is no agreement to phase out the County's financial participation in the DT CRA.

Related to the redevelopment and economic vitality of the Downtown, Frenchtown, and Southside areas, the Board also directed OEV to bring back an agenda item on possible alternative programs that could be implemented in these areas including the former state Enterprise Zone incentives. A status report on alternative programs will be presented by OEV in a separate agenda item at a later date.

Following the Board's October 24, 2017 meeting, the County Administrator immediately summarized the Board's guidance in a letter provided to the City Manager in time for the City Commission's deliberations the following evening on October 25<sup>th</sup> (Attachment #2). At that meeting, the City Commission unanimously supported a hybrid concept that would narrow the focus of the DT CRA by eliminating funding for events and business improvement grants, focusing on public infrastructure and large private projects that "pay for themselves," and fulfilling the financial commitments for all of the previously approved projects (Attachment #3). The City's hybrid proposal was designed to refine the expenses of the DT CRA and thereby reduce the County and City increment revenue contributions by an indeterminate amount starting in FY 2020 through the expiration of the DT CRA in FY 2034.

The City has also taken the position that upon any restructuring of the County's financial participation in the DT CRA, it wishes to remove County Commissioner participation on the CRA Board. Since the CRA Board governs both CRA Districts as required by Florida law, this

would also remove the County's participation and oversight in the Greater Frenchtown/Southside CRA District (F/S CRA) for which the County contributed \$1.7 million in FY 2018 based on the County's full millage rate and more than double the City's contribution.

Although the County and City Commissions offered different policy guidance at their respective meetings in October, there remained mutual interest and opportunity to explore modifications to the existing CRA Districts leading the County Administrator and the Interim City Manager to continue negotiations throughout this period to further the goals and objectives of the two local governments. This agenda item presents the product of these negotiations which provides for a multifaceted restructuring of both the Downtown and Frenchtown/Southside CRA Districts including the County's financial participation and governance roles.

Should the Board choose not to accept the proposed restructuring of the CRA, additional guidance and direction may be provided for staff to continue negotiations with the City on this matter. Alternatively, the Board may choose to maintain the status quo whereby the County continues to make annual contributions to the F/S and DT CRA Districts through 2030 and 2034 under the respective interlocal agreements and millage rates.

The proposed restructuring of the County's participation in the CRA is essential to the following FY2017-FY2021 Strategic Initiative:

- *(EC1, EC2) Evaluate sunseting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City. (2016-9)*

This particular Strategic Initiative aligns with the Board's Economy Priorities of:

- *(EC1) - Do well designed public infrastructure which supports business, attracts private investment and has long term economic benefits.*
- *(EC2) - Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.*

### **Analysis:**

Based on the Board's previous guidance, the County Administrator engaged in negotiations with the Interim City Manager taking into consideration the forthcoming Constitutional Amendment providing an additional Homestead Exemption and the County's Fiscal Plan to ensure the long term financial viability of Leon County. Unanimously adopted by the Board on June 20, 2017, the Fiscal Plan is designed to address the anticipated \$7.2 million revenue loss in 2020 associated with the additional Homestead Exemption while minimizing any property tax rate increase (Attachment #4). More specifically, the Fiscal Plan called for sunseting the County's projected \$1.4 million increment revenue contributions to the DT CRA by FY 2020. In turn, the \$1.4 in realized savings would be directed back into the general fund to offset a portion of the anticipated \$7.2 million revenue loss and mitigate the need for further budget reductions or increases in the Countywide millage.



Changes to the structure, participation, or financial obligations regarding the CRA require an interlocal agreement approved by the County, City, and the CRA Board. While numerous ideas and scenarios have been discussed at the CRA in their deliberations related to this issue, the County Administrator and Interim City Manager explored in good faith opportunities to balance the short- and long-term goals of their respective organizations, resolve long standing differences with regard to the CRA, and present a solution that serves the best interest of all affected stakeholders. Since the proposed restructuring includes elements not previously considered by either Commission, this concept is described in the analysis. Based on the guidance of the County and City Commissions at their respective meetings on February 27<sup>th</sup> and 28<sup>th</sup>, an interlocal agreement could be drafted for adoption in the spring as described in the final section of this analysis.

The proposed restructuring will shorten the County's financial participation in the DT CRA District by 11 years from FY 2034 to FY 2023, four years beyond the County's recent efforts to conclude payments to the DT CRA in FY 2019. However, the DT CRA will continue to operate through FY 2034 and collect incremental revenue from the City of Tallahassee. In addition, this proposal includes several significant changes to the F/S CRA which had not been considered in recent Board deliberations. The modifications to the F/S CRA provide short-term financial savings to the County in order to address the financial constraints anticipated for FY 2020 and significant long-term savings to the County while also providing greater investment in the F/S CRA to further revitalization efforts. The following is an outline of this proposed restructuring for both CRA Districts, a summary of the benefits, and a detailed analysis for each element of the proposal:

- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - i. The County contributes approximately 8.3 mills for the majority of the Frenchtown/Southside CRA District while the City contributes 4.1 mills.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

This proposed restructuring greatly benefits the County by providing long-term savings and the short-term cash flow necessary to implement the FY 2020 Fiscal Plan approved by the Board to address anticipated revenue losses associated with the additional Homestead Exemption. In

addition to the overall savings to the County, this restructuring will extend the life of the F/S CRA and thereby increase the County and City investment where revitalization is needed most. The key financial benefits of the restructuring are as follows:

- \$23 million in overall savings to the County.
  - A \$29.2 million reduction in the County's financial investment in the Downtown CRA
  - An additional \$6.3 million investment in the Frenchtown/Southside CRA.
- \$1 million annual recurring savings to the County starting in FY 2019 (by equalizing the millage rate contributions for the Frenchtown/Southside CRA).
- An additional \$1.8 million annual recurring savings to the County starting in FY 2024 (by no longer making annual increment payments to the Downtown CRA except for the Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square projects).
- By equalizing the millage rate contributions and extending the term of the Frenchtown/Southside CRA District from 2030 to 2038, the County will provide an additional \$6.3 million and the City will provide an additional \$22.8 million totaling \$29.1 of added investment for the Frenchtown/Southside CRA.

#### Downtown CRA District

Leon County is required to make annual increment revenue payments to the DT CRA District through FY 2034 under the existing Interlocal Agreement. The County contributes approximately 4.3 mills in increment revenue payments and sought to withdraw its financial participation by FY 2020 (final payment in FY 2019) with the exception of the three recently approved projects that require future incentives to be paid from the property taxes generated upon their completion. Based on the existing project commitments and repayment obligations that extend beyond FY 2019, along with the desire to utilize DT CRA funds to improve infrastructure, the City would not consent to the County's financial withdrawal by FY 2020. Alternatively, the proposed restructuring developed by the County Administrator and Interim City Manager would push back the County's withdrawal date from the DT CRA by four years with the final annual increment payment being made in FY 2023. Beyond FY 2023, the County would only be obligated to provide its share of increment revenue payments for the three projects approved since July 1, 2017 (the Firestone/Bloxham redevelopment, 4Forty North Apartments, and the Washington Square project).

Assuming a modest growth in the tax increment value for the DT CRA, the County would realize a savings of \$1.8 million in FY 2024 by no longer having to make a full increment revenue payment to the DT CRA. Over the long-term, the County's financial withdrawal would take place 11 fiscal years prior to the scheduled expiration of its existing obligations for the DT CRA in 2034, resulting in a \$29.2 million savings for the County. While the return of these monies to the County's general fund will greatly alleviate future budget constraints associated with the additional Homestead Exemption, the modifications to the Frenchtown/Southside CRA District

also provides the necessary cash flow to address the County's FY 2020 budget needs outlined in the Fiscal Plan.

#### Frenchtown/Southside CRA District

Leon County contributes its entire millage rate, approximately 8.3 mills, in annual increment revenue payments to the F/S CRA District which is scheduled to conclude in 2030. The City also contributes its full millage rate (4.1 mills) which is less than half of the County payment. The County has long sought millage parity with the City for payments to the F/S CRA much like what has been negotiated through interlocal agreements for the DT CRA. However, the F/S CRA was created prior to the establishment of the County's Charter allowing the City to independently establish the F/S CRA District utilizing the County's full millage rate and without being required to enter into an interlocal agreement. Since that time, Florida Statutes have been revised to prescribe millage parity for new CRA districts and/or the expansion of existing districts. Such was the case when the County and City approved the expansion of the F/S CRA District in 2016. Accordingly, 26 parcels along the South Monroe Street corridor were added to the F/S CRA resulting in additional tax increment contributions by the County and City, both based on the City's millage rate (Attachment #5). The disparate millage rate contributions for the original portion of the F/S CRA remained the same.

More recently, the CRA Board has expressed interest in another expansion of the F/S CRA District boundaries to include additional neighborhoods along Orange Avenue, east of Meridian Street and the Bond neighborhood, and west of Pasco Street (Attachment #6). Following a presentation on September 25, 2017, the CRA Board directed staff to bring back a more detailed blight analysis of the study area to include better defined boundaries and a schedule for required actions. Similar to the 2016 boundary expansion for the F/S CRA, this proposed expansion would also rely on millage parity if approved by the County, City, and CRA Board. The consideration of this boundary expansion took place as the County and City were unable to reconcile the timing and execution of the County's financial withdrawal from the DT CRA. As a result, on October 24, 2017 the County Commission unanimously agreed to cease consideration for the creation or expansion of a CRA District until an agreement has been executed to sunset the County's participation in the Downtown CRA by FY 2020.

Based on the County's long-sought desire for millage parity for the F/S CRA, the CRA Board's desire for another expansion of the F/S CRA District, and the continued need for long-term investments within the F/S CRA communities, the County Administrator and Interim City Manager propose the following modifications:

- Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the F/S CRA District starting in FY 2019.
  - The County contributes approximately 8.3 mills for the majority of the F/S CRA District while the City contributes 4.1 mills.
  - Finalize and approve the boundaries for the proposed F/S CRA District expansion.
  - Extend the term of the F/S CRA District from 2030 to 2038.

As shown in Table #1, the proposed restructuring would result in the County realizing approximately \$1 million of savings in increment revenue payments for the F/S CRA District beginning in FY 2019, one year sooner than anticipated in the Fiscal Plan. The following year, the County would realize another \$1.1 million due to millage equalization for the F/S CRA which would grow correspondingly with the taxable values in the District. Today, the County’s general fund does not realize additional revenues associated with the growth in F/S CRA values because the County’s entire millage rate is obligated to the increment revenue payment for this District.

The County’s Fiscal Plan approved by the Board to address the reduction of ad valorem revenues associated with the additional Homestead Exemption is anticipated to impact the County’s FY 2020 budget. While the anticipated FY 2020 savings of \$1.1 million due to the millage equalization of the F/S CRA is less than the \$1.4 million the County sought by withdrawing from the DT CRA by FY 2020, the modifications to the F/S CRA beginning in FY 2019 provide an opportunity to set aside the \$1 million realized in the prior year to offset or bridge the shortfall as the County budget is impacted by the Homestead Exemption. By FY 2024, as described in the previous section and illustrated in Table #1, the County will realize an additional \$1.8 million upon the discontinuance of annual increment revenue payments to the DT CRA.

Table #1: Leon County’s Estimated Short-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency

	<b>FY 19</b>	<b>FY 20<sup>2</sup></b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>
Frenchtown/Southside CRA Savings (4.1 Mills) <sup>1</sup>	\$1 M	\$1.1 M	\$1.2 M	\$1.3 M	\$1.4 M	\$1.5 M	\$1.6 M
Downtown CRA Savings	\$0	\$0	\$0	\$0	\$0	\$1.8 M	\$2.0 M
<b>Total Savings</b>	<b>\$1 M</b>	<b>\$1.1 M</b>	<b>\$1.2 M</b>	<b>\$1.3 M</b>	<b>\$1.4 M</b>	<b>\$3.3 M</b>	<b>\$3.6 M</b>

<sup>1</sup> Leon County contributes approximately 8.3 mills annually to the Frenchtown/Southside CRA District.

<sup>2</sup> Implementation of the additional Homestead Exemption and the County’s Fiscal Plan

In addition to the immediate savings to the general fund to satisfy the revenue needs outlined in the County’s Fiscal Plan, millage parity provides a greater opportunity and financial flexibility to reexamine the long-term needs of the F/S CRA. As evidenced by the CRA Board’s desire for another expansion of the F/S CRA District and the community’s call for greater investment in redevelopment projects in the District, this proposed restructuring calls for the extension of the F/S CRA from 2030 to 2038. This proposed extension comes with the backdrop of the Florida Legislature’s consideration of dissolving and/or shortening the remaining life of existing CRAs during the 2017 and 2018 legislative sessions. By approving the proposed restructuring, the County and City can ensure the extension of the F/S CRA through 2038 without regard to seeking the approval of the Florida Legislature as contemplated in HB 17 and approved by the House. In addition, this eight year extension of the F/S CRA would enhance opportunities to incentivize vital long term projects for 15 or 20-year periods.

Table #2: Estimated Long-Term Financial Impacts (in Millions) of the Proposed Restructuring for the Frenchtown/Southside CRA District

	County Increment	City Increment (4.1 Mills)	Total Tax Increment for the Frenchtown/Southside CRA District
Existing Structure – County Contributes 8.3 Mills Through FY 2030	\$36.7 M	\$18.1 M	\$54.8 M
Proposed Restructuring – County Contributes 4.1 Mills Through 2038	\$43 M	\$40.9 M	\$83.9 M
Increased Contributions to the Frenchtown/Southside CRA District	\$6.3 M	\$22.8 M	\$29.1 M

Assuming a modest growth rate in the incremental tax values in the out-years, Table #2 shows that the eight year extension of the F/S CRA would realize an additional \$29 million under the proposed restructuring. The extension benefits the District much like compound interest. The additional time provides more compounding revenue associated with the growth of incremental values and will further empower the CRA Board to pursue projects that may require long-term financing or incentives. This is best illustrated in Table #2 by analyzing the difference between the City’s increment contributions anticipated for the existing structure versus the proposed structure. Although the City will maintain the same millage rate either way, its increment obligations to the F/S CRA are projected to be \$18.1 million over the next 12 years under the current structure but would more than double that amount (\$40 million) over the subsequent eight year extension. Similarly, the County would contribute more revenue over the next 20 years at the reduced millage rate (4.1 mills) than would be required over the remaining 12 years of the existing term with the higher millage rate (8.3 mills) due to the compounding benefit afforded by the additional time for values to grow.

The County’s extended investment in the F/S CRA combined with the millage equalization will require an additional investment of \$6.3 million through 2038 but will also provide adequate short term savings to meet financial constraints outlined in the Board-approved Fiscal Plan. The additional \$29 million generated for the F/S CRA does not contemplate the proposed boundary expansion being sought by the CRA Board and included in this proposed restructuring which would further enhance revenues and revitalization efforts in the F/S CRA District. In addition to the short-term savings to help balance the County budget over the next few years, the overall long-term savings to the County as shown in Table #3 is approximately \$23 million due in large part to the discontinuance of annual increment payments for the DT CRA 11 years prior to the requirements called for in the Interlocal Agreement.

Table #3: Leon County’s Estimated Long-Term Savings (in Millions) Under the Proposed Restructuring of the Community Redevelopment Agency

<b>CRA District</b>	<b>County Changes in Total Payments</b>
Downtown CRA Restructuring: (Last Payment to be made in FY 2023) <sup>1</sup>	\$29.2 million in savings
Frenchtown/Southside CRA Restructuring: 4.1 Mills Through 2038 <sup>2</sup>	\$6.3 million in total increased payments
<b>Total Long-Term County Savings</b>	<b>\$22.9 million</b>

<sup>1</sup> Leon County contributes approximately 4.3 mills annually which is currently scheduled through FY 2034.

<sup>2</sup> Leon County contributes approximately 8.3 mills annually to the Frenchtown/Southside CRA District which is currently scheduled through FY 2030.

CRA Board Governance

From 2000 to 2007, the initial makeup of the CRA Board consisted only of the five City Commissioners as voting members. Following the adoption of the County Charter and subsequent approval of an amendment to the Interlocal Agreement creating the DT CRA, four County Commissioners were added with full voting rights to make a nine member governing body for both Districts of the CRA. Florida law limits the membership of CRA Boards to nine members so the County has maintained its minority membership and voting position on the CRA Board since 2007 despite contributing much more tax increment funding each year. As described in the October 24, 2017 status report to the Board, Florida law allows for multiple community development areas within a jurisdiction but requires a singular governing agency and board of directors to oversee its activities. Based on the City’s willingness to restructure the County’s financial contribution to both CRA Districts and desire that the CRA Board revert back to its former structure composed only of City Commissioners, this negotiated proposal recommends the removal of County Commissioners from the CRA Board upon the final adoption of an interlocal agreement to effectuate the entirety of this restructuring concept as presented herein.

While the removal of County Commissioners from the CRA Board would be a vital concession on the part of the County, the resulting composition of the CRA Board would better align with peer governing bodies throughout the state. In summary, the County can achieve significant short- and long-term financial savings in exchange for yielding its participation in the governance of both CRA Districts.

Summary & Next Steps

Although the County and City Commissions offered differing policy guidance at their respective meetings in October, there remained a mutual interest and opportunity to explore modifications to the CRA, prompting the County Administrator and the Interim City Manager to continue negotiations throughout this period to further the goals and objectives of the two local governments. However, this multifaceted proposed restructuring of both the DT and F/S CRA Districts is the culmination of proposals, policy options, and negotiations dating back to the December 2016 Board Retreat.

The proposed restructuring of the CRA balances the County's short- and long-term goals, resolves long standing differences with regard to the millage parity, and requires a vital concession by the County to no longer have Commissioners serve on the CRA Board. It will shorten the County's financial participation in the DT CRA District by 11 years from FY 2034 to FY 2023, four years beyond the County's recent efforts to conclude payments to the DT CRA in FY 2019, and extend the life of the F/S CRA by eight years to direct investment where it is needed most. The City will continue to provide incremental revenue to the DT CRA through FY 2034 while both the County and City would provide further investment in to the F/S CRA District through the proposed expansion of the District as included in this concept.

The key financial impacts of the restructuring are as follows:

- \$23 million in overall savings to Leon County.
- By equalizing the millage rate contributions for the F/S CRA, the County would realize approximately \$1 million of savings from reduced increment revenue payments beginning in FY 2019, one year sooner than anticipated in the Fiscal Plan.
- In FY 2020, when the additional Homestead Exemption is implemented to reduce the tax base and ad valorem revenues, the County would realize another \$1.1 million due to the parity in millage for the F/S CRA.
- While the \$1.1 million savings in FY 2020 is less than the \$1.4 million identified shortfall in the County's Fiscal Plan, the FY 2019 implementation as proposed herein provides an opportunity to set aside the initial \$1 million realized by the County to offset the shortfall for the first few years following the implementation of the Homestead Exemption.
- For the DT CRA after FY 2023, the County will only make increment revenue reimbursements for the three projects recently approved (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square) which will be paid from the property taxes generated upon their completion.
- By FY 2024, the County will realize an additional \$1.8 million upon the discontinuance of annual increment revenue payments for the DT CRA.
- By discontinuing annual increment revenue payments for the DT CRA 11 years prior to the requirements called for in the Interlocal Agreement, the County's general fund will realize a savings of \$29.2 million.
- The eight year extension of the F/S CRA District from 2030 to 2038 combined with the millage equalization will result in an overall \$29 million additional investment for the F/S CRA.
  - The County's investment in the F/S CRA will increase by an estimated \$6.3 million. The City's investment will increase by approximately \$41 million.

By approving the proposed restructuring, the County and City can ensure the extension of the F/S CRA through 2038 without regard to seeking the approval of the Florida Legislature as

contemplated in HB 17 and approved by the House. In the best interests of affected stakeholders, the final product of this negotiation offers a solution that will reduce the County's reliance on fund balance and millage increases to balance the FY 2020 budget, provides greater long-term investment to the F/S CRA, provides an overall estimated \$23 million in savings to the County, and sets a course to begin winding down the investments by the DT CRA over the next five years.

To effectuate modifications to the structure, participation, or financial obligations regarding the CRA, approval of an interlocal agreement is required of the County, City, and the CRA Board. This item seeks the Board's acceptance of the proposed restructuring prior to the drafting of an interlocal agreement. The City Commission is expected to consider this proposed restructuring of the CRA at its next meeting on February 28<sup>th</sup>. Based on the guidance provided by the respective Commissions, the County Administrator and Interim City Manager will work to immediately finalize the proposed restructuring and, if needed, will present any remaining or unresolved policy issues for discussion at the March 22<sup>nd</sup> CRA meeting.

The March 22<sup>nd</sup> CRA agenda will also include an item seeking to finalize the boundary expansion for the F/S CRA in order to meet the timelines presented herein and posed in active state legislation. To further the broader restructuring efforts, staff recommends supporting the anticipated F/S CRA District boundary expansion at the March 22<sup>nd</sup> CRA meeting as subsequent approval by the County Commission is required to effectuate the boundary changes and obligate the County's financial participation. Consistent with the direction approved by the Board on October 24, 2017, the Board's approval of the Finding of Necessity to expand the F/S CRA District boundaries would be incorporated into the interlocal agreement to restructure the CRA and contingent upon the execution of the interlocal agreement by all three parties.

Should both Commissions accept the general terms and conditions for the proposed restructuring of the CRA, the County and City will prepare an interlocal agreement and any other necessary legal documents to be formally executed by each party. The anticipated schedule provides the County and City the opportunity to review and approve the formal documents so that the restructuring can be implemented by the start of FY 2019. Alternatively, should the Board or City Commission not approve the proposed restructuring at their respective meetings in early April, the Board will still have time to reexamine the Fiscal Plan during the FY 2019 budget workshops:

- March 22<sup>nd</sup> CRA Meeting: Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 24<sup>th</sup> County Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA and the Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 25<sup>th</sup> City Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA.
- May 23<sup>rd</sup> City Commission Meeting: Public Hearing to adopt the Finding of Necessity to expand the Frenchtown/Southside CRA.



- May 24<sup>th</sup>, CRA Meeting: Final Adoption of the Interlocal Agreement for the proposed restructuring of the CRA (the final CRA meeting to include County Commissioner participation).

Staff will bring back a revised Fiscal Plan during the FY 2019 budget process as previously directed by the Board on October 24, 2017, if the County or City Commissions do not wish to pursue the proposed restructuring as is or as amended, or if either party does not approve the necessary legal documents to restructure the County's participation in the CRA at their respective meetings on April 10<sup>th</sup> and April 11<sup>th</sup>.

**Options:**

1. Accept the proposed restructuring of the County's participation in the Community Redevelopment Agency and direct the County Administrator to finalize the terms with the City, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 10, 2018 and include the following elements:
  - A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
  - D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.
2. Do not accept the proposed restructuring of the Community Redevelopment Agency.
3. Board direction.

**Recommendation:**

Options #1 A-E.

Attachments:

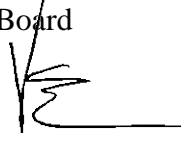
1. October 24, 2017 Status Report on the Sunsetting of the Downtown Community Redevelopment Area.
2. October 24, 2017 letter to City Manager regarding the Board's actions related to the sunset of the Downtown CRA.
3. October 25, 2017 City Commission Agenda Item regarding the Phase out of the Downtown CRA.
4. June 20, 2017 budget discussion item and ratification of the Fiscal Plan to address the additional Homestead Exemption.
5. July 12, 2016 agenda item to expand the Greater Frenchtown/Southside CRA.
6. September 25, 2017 CRA agenda item regarding a second expansion of the Greater Frenchtown/Southside CRA.

# Leon County Board of County Commissioners

## Agenda Item #14

March 27, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Update on the Proposed Restructuring of the Community Redevelopment Agency

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Ken Morris, Assistant County Administrator Nicki Paden, Management Analyst

### **Statement of Issue:**

This status update seeks the Board's authorization for the County Administrator to finalize the proposed restructuring of the Community Redevelopment Agency (CRA) as approved by the Board on February 27, 2018 but without the additional changes to the ongoing Tourist Development cultural funding allocation process approved by a separate motion at that meeting to be considered in the negotiations with City.

### **Fiscal Impact:**

The proposed restructuring of the CRA has a fiscal impact as described in greater detail in the February 27<sup>th</sup> agenda item including a \$23 million overall savings to the County. The proposed restructuring will provide the desired funding for the County to offset a portion of the revenue loss associated with the possible additional Homestead Exemption and provides additional long-term savings by reducing the County's overall contributions to the CRA.

### **Staff Recommendation:**

See next page.

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**Staff Recommendation:**

- Option #1: Accept the status update on the proposed restructuring of the Community Redevelopment Agency.
- Option #2: Direct the County Administrator to proceed with finalizing the proposed restructuring of the Community Redevelopment Agency, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 24, 2018 and include the following elements:
- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
  - D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

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## **Report and Discussion**

### **Background:**

Based on previous Board direction, the County Administrator and City Manager entered into negotiations to sunset the County's participation in the Downtown Community Redevelopment Agency (CRA). The County Administrator and Interim City Manager explored in good faith opportunities to balance the short- and long-term goals of their respective organizations, resolve long standing differences with regard to the CRA, and present a solution that serves the best interest of all affected stakeholders.

The proposed restructuring, as presented in the February 27<sup>th</sup> agenda item and approved by the Board, includes the following elements (Attachment #1):

- A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
  - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
- B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
- C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.
- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
- E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.

Additionally, the Board also approved a separate motion to include in the negotiations with the City the return of the County's authority over the unallocated Tourist Development Tax (TDT) funds designated for cultural funding. Pursuant to the existing interlocal agreement, the current process requires the County, the City and the CRA to approve the allocation of these funds.

On February 28, 2018, the City of Tallahassee approved the proposed restructuring of the CRA. However, the City did not approve the additional changes to the ongoing Tourist Development cultural funding allocation process.

Regarding the Tourist Development cultural funding allocation process, since the Third Amendment to the CRA Interlocal Agreement in 2014, approximately \$5.1 million of TDT has been set aside for projects, programs and expenses related to culture, visual arts, and heritage in either of the CRA Districts (Attachment #2). The CRA Board is charged with making recommendations for the utilization of these funds which are subject to final approval by both the County and City Commissions. To date, \$2.25 million of the TDT funds has been allocated by the County and City for the Capital City Amphitheater support space to be constructed as part of the North American Properties redevelopment project adjacent to Cascades Park.

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Currently, the cultural funding allocation process approved by the CRA (and consistent with the existing Interlocal Agreement) to allocate the remaining TDT funding is underway and is expected to award all of the designated TDT funds upon its completion.

This agenda item provides the Board an update on action taken by the City Commission at its February 28<sup>th</sup> meeting, the status of CRA's ongoing grant process for the remaining \$2.9 million of TDT, and the recommended next steps in order to effectuate the proposed restructuring of the CRA.

**Analysis:**

Immediately following the Board's approval of the proposed restructuring of the CRA, the City Commission took up the issue at its meeting on February 28, 2018 (Attachment #3). The City Commission approved the restructuring as proposed by the City Manager and County Administrator (elements A-E on page 3 in the Background section of this agenda item); however, the City Commission did not affirm the changes to the TDT allocation sought by the Board.

As previously mentioned, the CRA Board is charged with making recommendations to the County and City Commissions for the utilization of the TDT funds once dedicated to the performing arts center. Approximately \$2.9 million of TDT funds remain available for projects, programs and expenses related to culture, visual arts, and heritage in either of the CRA Districts. On May 25, 2017, the CRA Board approved the creation of the Arts and Culture Review Committee (ACRC) in an effort to identify, evaluate, and recommend potential proposals for the utilization of the remaining TDT balance (Attachment #4). The six-member committee consists of representatives from the Leon County Tourist Development Council, the Council on Culture and Arts, the Tallahassee Downtown Improvement Authority, the Knight Creative Communities Initiative, and one representative from both the Frenchtown/Southside Citizen Advisory Committee and the Downtown Redevelopment Commission.

ACRC has provided guidance to CRA staff for the development of a two-phased process for the review and ranking of funding requests for the allocation of TDT toward proposed projects, programs and expenses related to culture, visual arts, and heritage. The application process is based on objectives from the Capital Area Cultural Plan and feedback gathered from the arts, cultural, and general community. Once applications are received, the ACRC will review and rank funding requests based on evaluation criteria approved by the CRA Board during their May 25, 2017 meeting. Following this review, funding requests will be forwarded to the Leon County Tourist Development Council prior to consideration by the CRA Board and final approval by the County and City Commissions.

At this time, CRA staff anticipates opening the application process by the last week of March 2018. This process is consistent with the terms of the CRA Interlocal Agreement and the policy guidance provided by the CRA Board. An update on the ACRC's application/review process and timeline will be provided at the CRA meeting on March 22, 2018. County Tourism staff will continue to work with the ACRC throughout their efforts to identify, evaluate, and recommend proposals for the utilization of the remaining TDT funds.

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Based on the mutual support for elements A-E of the proposed restructuring, the City Commission not consenting to the reassignment of the remaining \$2.9 million in TDT funds to the County's sole discretion, and the ongoing arts and culture grants process consistent with the Interlocal Agreement, staff recommends proceeding with the CRA restructuring as initially proposed and approved by the Board. Staff will coordinate with the City to prepare an interlocal agreement and any other necessary legal documents to be formally executed by each party as follows:

- March 22<sup>nd</sup> CRA Meeting: Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 24<sup>th</sup> County Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA and the Finding of Necessity to expand the Frenchtown/Southside CRA.
- April 25<sup>th</sup> City Commission Meeting: Approval of the Interlocal Agreement for the proposed restructuring of the CRA.
- May 23<sup>rd</sup> City Commission Meeting: Public Hearing to adopt the Finding of Necessity to expand the Frenchtown/Southside CRA.
- May 24<sup>th</sup>, CRA Meeting: Final Adoption of the Interlocal Agreement for the proposed restructuring of the CRA (the final CRA meeting to include County Commissioner participation).

The anticipated schedule provides the County and City the opportunity to review and approve the formal documents so that the financial restructuring can be implemented by the start of FY 2019. County Commissioners' final meeting serving on the CRA Board would be May 24, 2018.

**Options:**

1. Accept the status update on the proposed restructuring of the Community Redevelopment Agency.
2. Direct the County Administrator to proceed with finalizing the proposed restructuring of the Community Redevelopment Agency, in a form to be approved by the County Attorney, which shall be brought back to the Board for approval on April 24, 2018 and include the following elements:
  - A. Discontinue the County's financial contributions to the Downtown CRA District by FY 2024 (final payment to be made in FY 2023).
    - i. County increment incentives would continue to be made only for the three recently approved projects (Firestone/Bloxham redevelopment, 4Forty North Apartments, and Washington Square).
  - B. Equalize the County's millage rate contribution to the City's millage rate throughout the entirety of the Frenchtown/Southside CRA District starting in FY 2019.
  - C. Finalize and approve the boundaries for the proposed Frenchtown/Southside CRA District expansion.

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- D. Extend the term of the Frenchtown/Southside CRA District from 2030 to 2038.
  - E. Upon execution of this proposed restructuring, County Commissioners would no longer serve on the governing body of the CRA.
3. Do not accept the status update on the proposed restructuring of the Community Redevelopment Agency and direct the County Administrator to discontinue the proposed restructuring until the City agrees to reassign the remaining \$2.9 million in Tourist Development Tax funds to the sole discretion of the County.
  4. Board direction.

**Recommendation:**

Options #1 & #2.

**Attachments:**

1. February 27, 2018 Agenda Item on the Proposed Restructuring of the County's Participation in the Community Redevelopment Agency
2. December 11, 2014 Third Amendment to Interlocal Agreement
3. February 28, 2018 City Commission Agenda Item on the Proposed Restructuring of the County's Participation in the Community Redevelopment Agency
4. May 25, 2017 CRA Agenda Item Regarding the Creation of the Arts and Culture Review Committee




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #28

July 12, 2016

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Consideration of Expanding the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and Acceptance of the Finding of Necessity for the South Monroe Street Study Area Parcels to be Added to the Greater Frenchtown/Southside Community Redevelopment Area

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Ken Morris, Assistant County Administrator

**Fiscal Impact:**

This item seeks the Board's approval to expand the Greater Frenchtown/Southside Community Redevelopment Area and, subsequent to the City's approval of the expansion, will require both the County and City to make annual tax increment payments to the Tallahassee Community Redevelopment Area (CRA) for an additional 26 parcels starting in FY 2018. The baseline for the calculation of the tax increment will be the 2016 certified values and the payment will be based on the City's millage rate. Staff anticipates the early payments to be insignificant but they will continue to grow annually through the duration of the Greater Frenchtown/Southside Community Redevelopment Area which will expire in 2030.

**Staff Recommendation:**

- Option #1: Accept the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the Greater Frenchtown/Southside Community Redevelopment Area (Attachment #1) and authorize the County Administrator to execute an agreement with the City, in a form to be approved by the County Attorney, governing the expansion of the Greater Frenchtown/Southside Community Redevelopment Area that includes:
- a. Millage parity for the expanded parcels; and,
  - b. The expiration of the Greater Frenchtown/Southside Community Redevelopment Area in 2030.

## **Report and Discussion**

### **Background:**

This item seeks Board approval to expand the Greater Frenchtown/Southside Community Redevelopment Area (GFS District) and acceptance of the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the GFS District (Attachment #1). Pursuant to the County's Interlocal Agreement with the City, the creation of a new CRA or a boundary adjustment to an existing CRA within the City limits shall require written approval of the County.

The GFS District was established in June 2000 when the City Commission adopted the GFS Community Redevelopment Plan and established the GFS Community Redevelopment Trust Fund. The GFS District consists of three distinct geographic sections and is comprised of over 1,450 acres of residential, office, commercial/retail, industrial, and green/open space land uses, all located near downtown Tallahassee (Attachment #2). Included within the boundaries of the redevelopment area are thirteen neighborhood communities; seven major commercial/retail areas including sections of Tennessee Street, Tharpe Street, North and South Monroe Streets, Gaines Street, Lake Bradford Road and South Adams Street; and numerous mixed-use areas. In addition, the redevelopment area borders parts of the Florida A&M University and the Florida State University.

In 2012, the CRA Board directed staff to examine the possibility of expanding the boundaries of the GFS District to include the 26 commercial parcels (6 blocks) that front the east side of South Monroe Street between Van Buren and Perkins Street (the South Monroe Study Area). CRA staff provided the results of their preliminary analysis, which indicated the existence of one or more of the fifteen blight conditions listed in Chapter 163.340(8), F.S., within the South Monroe Street Study Area, which would allow the study area to be designated as blighted. The CRA Board directed staff to move forward preparing a Finding of Necessity for the South Monroe Street Study Area.

At the February 27, 2013 CRA Board meeting, staff presented the draft Finding of Necessity of the South Monroe Street Study Area, which found the aggregate assessed property values in the study area did not show any appreciable increase in the five years prior to 2012. This single condition of blight met the blight determination requirements of Chapter 163.340(8), F.S., for a Finding of Necessity if both the City and County agreed to accept a single blight condition through an interlocal agreement or by resolution. The CRA Board did not object to the use of a single blight condition but questioned whether the "no appreciable change" in the aggregate value of the properties during the previous five years was a suitable measure given the national drop in residential and commercial properties starting in 2008.

CRA staff expanded the blight analysis and updated the South Monroe Street Study Area Finding of Necessity to include four conditions of blight (described in the Analysis Section below as listed in Chapter 163.340(8), F.S. On June 23, 2016, the CRA Board (1) accepted the Finding of Necessity for the South Monroe Street Study Area, (2) approved the expansion of the GFS District boundary to include the study area parcels and (3) authorized CRA staff to move forward with the activities needed to formally adopt the Finding of Necessity and expand the boundary of the GFS district.

Based on the CRA Board's direction, the next step is to present the South Monroe Street Study Area Finding of Necessity to the Board of County Commissioners (Board) for acceptance and, per the Interlocal Agreement that governs the CRA, for the Board to approve the expansion of the GFS District to include the 26 parcels in the study area (a map of the 26 parcels can be found on page 4 of Attachment #1).

### **Analysis:**

Following this initial direction, there have been several discussions regarding additional expansions of the GFS District boundaries beyond the Study Area and/or the creation a new redevelopment district altogether. To best utilize limited resources and avoid the possibility of multiple revisions to the GFS District Redevelopment Plan and/or area, staff is moving forward with the expansion and Finding of Necessity for the South Monroe Street Study Area as part of the Redevelopment Plan update. At a future date, should the Board decide to move forward with additional revisions to the CRA area, staff will initiate a separate process.

As part of the GFS Community Redevelopment Plan update, staff has updated the draft Finding of Necessity. There is no appreciable increase in the aggregate assessed property values within the South Monroe Street Study Area for the previous five years (2010 to 2014), but the latest analysis also noted three other consistent blighting factors within the study area, for a total of four blighting conditions. The four blight conditions and analysis are described below, and are included in the draft Finding of Necessity.

#### **1. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the five years prior to the finding of such conditions**

The aggregate assessed property values in the South Monroe Street Study Area did not show any appreciable increase in the five years prior to 2015. In 2010, the certified taxable value was \$6,399,830 for the study area; by 2015 the value had declined to \$5,639,514. Although there have been some increases in individual property values in the study area in recent years, the aggregate value of the properties today is \$760,316 less than it was in 2010. The 2016 certified values will not be available from the Leon County Property Appraiser until October, but no significant increase in the value of the properties in the South Monroe Street Study Area from 2015 to 2016 is expected.

## **2. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities**

Of the six blocks within the South Monroe Street Study Area, all were found to have inadequate street layout or parking facilities. The inadequate street layout and parking facilities makes it hard for pedestrians and bicyclist to safely travel the area. Outdated parking designs places pedestrians and bicyclists between parked vehicles and moving traffic. The area also has inadequate public transportation facilities, primarily in the lack of shelters and seating for public transportation users.

## **3. Unsanitary and unsafe conditions**

There are a number of unsafe conditions identified in the South Monroe Street Study Area, from narrow sidewalks placing pedestrians close to fast moving traffic, to not having guardrails near steep embankments. The outdated parking design and sidewalk layout also forces pedestrians to walk behind parked cars at the edge of the street, an unsafe condition. The absence of a complete pedestrian sidewalk network, along with insufficient parking designs, leads to unsafe conditions for pedestrians, cyclists and those with special access needs. This condition was found within all six blocks of the study area.

## **4. Deterioration of site and other improvements**

The analysis found minor and major site and structural deterioration within the South Monroe Street Study Area. There were a number of driveways and parking lots with cracked or uneven pavement and potholes. Other properties had damaged signs, broken windows and damaged and collapsed roofs. Deteriorating sites and structures are often indications that re-investment in the area may be risky, which tends to further inhibit improvements in the area. Examples of site deterioration were found within all six blocks of the study area.

### Fiscal Impact:

Approving the South Monroe Street Study Area Finding of Necessity and adding the 26 parcels to the GFS District will result in additional tax increment contributions by the City and County to the CRA that can be reinvested in the study area. However, because the expansion of the GFS District will not occur until after June 30<sup>th</sup>, the baseline value (the value from which future tax increment payments are calculated) for the new parcels will be based on the 2016 certified values. As a result, the County would not make a tax increment payment to the CRA for the parcels in the study area until FY 2018, when the tax increment can be calculated using the difference in the 2017 certified values and the 2016 baseline values. The County's tax increment contribution for the new parcels would be equal to the City's millage rate for that year. For example, the City's current millage rate is 4.2 mils, if that is the rate in effect when the CRA begins collecting tax increment on the new parcels, the County's contribution for the 26 parcels in the South Monroe Street Study Area will also be based on 4.2 mils. If the City's millage rate increases or decreases from one year to the next, the County contribution will be based on that revised rate. However, there will be no change to the contribution rate from the City and County

on the existing boundary parcels – the City contribution will be based on the City millage rate for that year, and the County contribution will be based on the County millage rate for that year.

Because there were no increases in the aggregate property values in the South Monroe Street Study Area from 2010 until 2015, it is not anticipated that the addition of the 26 parcels to the GFS District will result in significant tax increment contributions by the City and County in the near term. Provided below, using confirmed revenue figures, for illustration purposes only, is the calculation of tax increment that would be due from both the City and County using 2014 as the baseline value, 2015 as the first year to calculate any tax increment due to the CRA and a millage rate of 4.2 for both the City and County. In this scenario, the City and County would each have had to make an additional \$267 tax increment contribution to the GFS District beyond what would be required under the existing district boundaries.

2014 Taxable Value	\$5,606,025
2015 Taxable Value	\$5,639,514
Increase/ (Decrease)	\$ 33,489
<b>FY 2016 TIF Revenue</b>	<b>\$ 267.24</b>

Assuming an extreme growth in property values of 5% from 2016 to 2017, the County’s tax increment payment to the CRA in FY 2018 for these 26 parcels would be approximately \$1,150. Although the anticipated tax increment payment associated with the South Monroe Street Study Area beginning in FY 2018 will not be substantial in the near term, the County’s payments will grow annually through the life of the GFS District which will expire in 2030. The addition of the 26 parcels to the GFS District will make them eligible for CRA redevelopment assistance which can provide incentives for additional private investment in the South Monroe corridor, improve the appearance of the district, and increase the value of the properties in the long term.

**Next Steps:**

As previously stated, the Interlocal Agreement that governs the CRA requires the expansion of the GFS District to be approved by both the County and City Commissions. Should the Board approve the GFS District expansion efforts and accept the Finding of Necessity with the four aforementioned conditions of blight, the City Commission is required by Florida Statutes as the governing authority for the CRA to adopt the Finding of Necessity for the South Monroe Street Study Area by resolution. Staff anticipates that the City will take up this issue, subject to the Board’s approval on July 12<sup>th</sup>, at its meeting on July 13, 2016.

Once the County and City have agreed on the boundary expansion for the GFS District and the City has adopted the Finding of Necessity for the 26 parcels, the formal expansion of the boundaries will be guided in accordance with Chapter 163, F.S. This will include notice to the local taxing authorities regarding the proposed expansion of the GFS District boundaries. At this time, staff anticipates presenting the proposed expansion at the September 28, 2016 City Commission meeting for adoption by ordinance at a Public Hearing on the same date. Following the City Commission's adoption of the ordinance expanding the GFS District by the 26 parcels in

the South Monroe Street Study Area, the property owners and/or tenants will be eligible to apply for CRA grant assistance.

**Options:**

1. Accept the Finding of Necessity for the South Monroe Street Study Area parcels to be added to the Greater Frenchtown/Southside Community Redevelopment Area (Attachment #1) and authorize the County Administrator to execute an agreement with the City, in a form to be approved by the County Attorney, governing the expansion of the Greater Frenchtown/Southside Community Redevelopment Area that includes:
  - a. Millage parity for the expanded parcels; and,
  - b. The expiration of the Greater Frenchtown/Southside Community Redevelopment Area in 2030.
2. Do not approve the expansion of the Greater Frenchtown/Southside Community Redevelopment Area.
3. Board direction.





**Recommendation:**

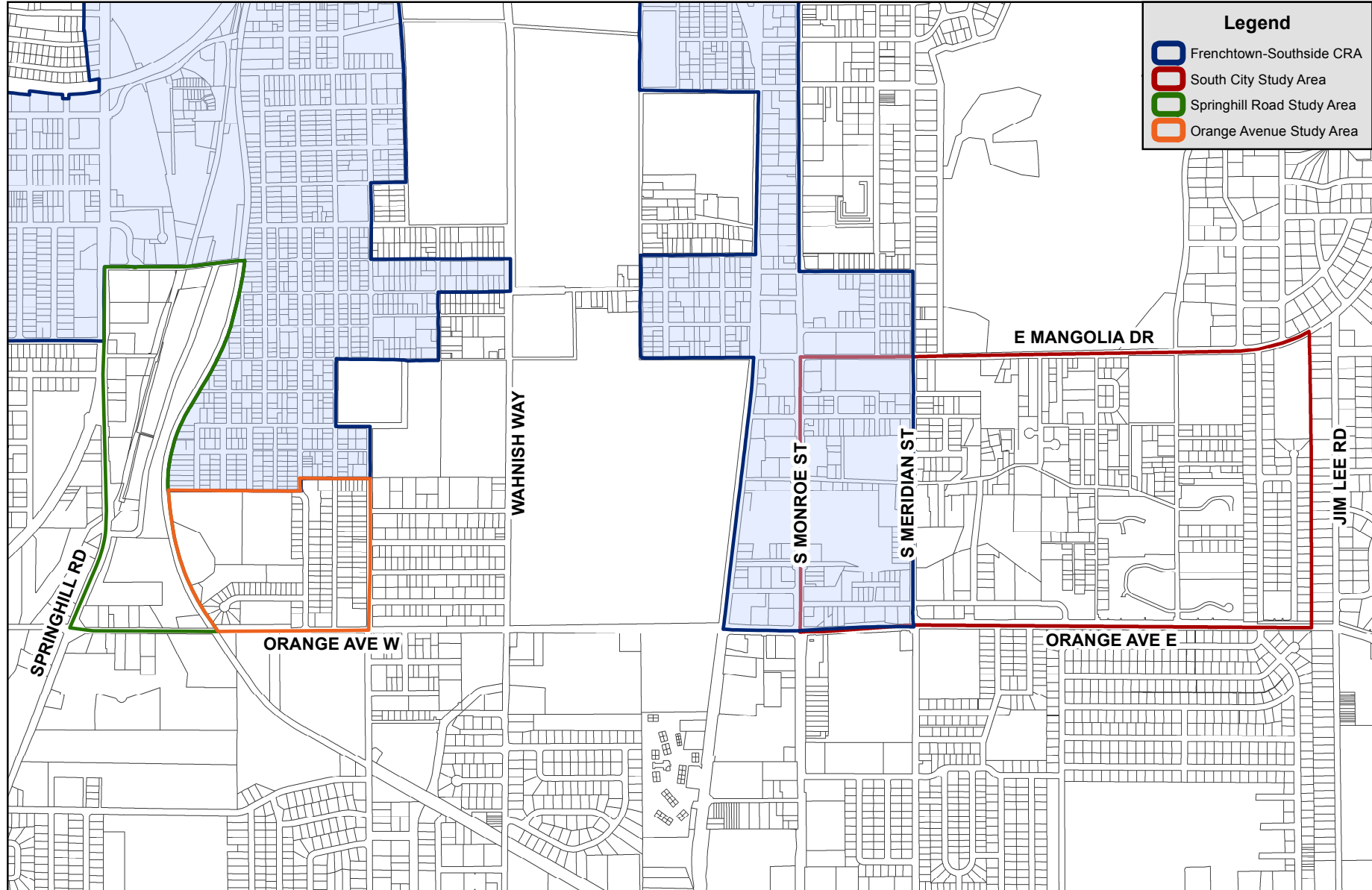
Option #1.

**Attachments:**

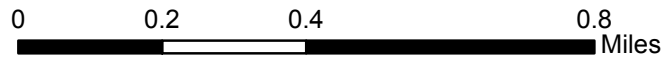
1. Draft Finding of Necessity, March 2016.
2. Map of Existing GFS District Boundaries.

**Legend**

-  Frenchtown-Southside CRA
-  South City Study Area
-  Springhill Road Study Area
-  Orange Avenue Study Area



# Study Areas



This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Map Produced: August 25, 2017



## Agenda Item Details

Meeting	Mar 22, 2018 - CRA Board Meeting
Category	5. Frenchtown Southside District Policy Formation and Direction
Subject	5.02 Accept the Findings from the Southside Study Areas and Approve the Expansion of the Greater Frenchtown/Southside Community Redevelopment Area – Roxanne Manning, Tallahassee Community Redevelopment Agency
Type	Action, Discussion
Recommended Action	Option 1: (1) Accept the findings for all three study areas, (2) approve the expansion of the GFS District to include the South City, Orange Avenue and Springhill study areas, and, (3) authorize CRA staff to move forward with the activities needed to adopt the Finding of Necessity and increase the boundary of the GFS District in accordance with Chapter 163, Part III, F.S., and the Interlocal Agreement governing the expansion of existing redevelopment districts.

For more information, please contact: Sherri Curtis, Tallahassee CRA, (850) 891-8354

### *Statement of Issue*

On September 28, 2017, the CRA Board directed staff to examine the possibility of expanding the boundaries in three areas of the southern portion of the Greater Frenchtown/Southside Community Redevelopment Area (GFS District). These areas included South City, Orange Avenue (lower Bond neighborhood) and Springhill Road study areas, see map at Attachment 1. Before an area can be included in a community redevelopment area there must be a legislative finding ("Finding of Necessity") that at least two of the fourteen statutorily defined conditions of slum or blight are present in the area. § 163.340(8), F.S.; §163.355, F.S.

Staff identified four blighted conditions in the three study areas, although not all conditions applied to each study area. The blighted conditions were as follows:

- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Fire and emergency medical service (EMS) calls to the area proportionately higher than in the remainder of the county or municipality; and
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality.

In an attempt to identify a fifth condition of blight, the analysis also included a review to determine if there was a lack of appreciable increase in the aggregate assessed values of real properties in the study areas over the past five years. However, that condition did not exist in the study areas. Each study area had an increase in property values between 2013 and 2017 that exceeded the aggregate average for the entire GFS District.

The final results of the analysis showed that all three study areas exhibited at least two conditions of blight, thus meeting the statutory requirements for designation as a blighted area. The South City and Orange Avenue study areas both revealed a higher per capita rate of fire and EMS calls, a higher number of building code violations per square mile, and unsafe conditions. The South City study area also showed a number of deteriorated sites. There were properties in the Orange Avenue study area that could use repairs but did not appear to be unsafe. Finally, unsafe conditions and deterioration of site were also noted in the Springhill Road study area.

On January 8, 2018, the findings were presented to the GFS Citizens' Advisory Committee (CAC) for their recommendation on the expansion of the GFS District. The CAC members expressed concern over how the expansion would impact the availability of



funds for needed projects within the existing district boundary, since the new areas were not expected to generate any significant levels of tax increment, at least in the near term. At the same time the members understood the needs and challenges facing the South City neighborhood. Following a fairly lengthy discussion on the pros and cons of the proposed expansion, the CAC unanimously recommended that only the South City Study Area be considered for inclusion within the GFS District.

It is important to note that at the time the expansion proposal was reviewed by the CAC, the discussion regarding the County's withdrawal and concurrent restructuring of the CRA District was still in progress. The results of that discussion now provide solutions to concerns expressed by the CAC members about the proposed expansion. If the proposed restructuring of the GFS District is approved by the City, County and CRA, the GFS District would be extended by eight years resulting in an estimated \$29 million in additional funding for needed projects, which may ease the CAC member's concern. The increase in both time and funding will enhance the CRA's ability to make a positive difference in those areas. Moreover, the redeveloped commercial areas along Springhill may result in even more TIF revenue after they are redeveloped.

All three study areas meet the statutory test for blight by showing two or more blighting conditions. The South City and Orange Avenue areas demonstrate a higher incidence and intensity of blight criteria than the Springhill area. Both South City and Orange Avenue study areas have extensive residential areas that could both benefit from the Neighborhood Partnership Grant Program which provides grants to neighborhood and homeowners' associations located within the GFS District for neighborhood improvements. While prioritizing improvements to residential areas over commercial areas is important to the CAC, the additional funding resulting from the CRA restructuring can also provide funding for beneficial improvements in the Springhill area.

### ***Recommended Action***

Option 1 - (1) Accept the Findings for all three study areas, (2) approve the expansion of the GFS District to include the South City, Orange Avenue and Springhill study areas, and (3) authorize CRA staff to move forward with the activities needed to adopt the Finding of Necessity and increase the boundary of the GFS District in accordance with Chapter 163, Part III, F.S., and the Interlocal Agreement governing the expansion of existing redevelopment districts.

### ***Fiscal Impact***

The action taken today will not result in a fiscal impact to either the City or County at this time. Following expansion of the GFS District boundary to include one or more of the study areas, the City of Tallahassee and Leon County will be required to make tax increment payments to the CRA, which is expected to start in FY 2019. Under the recent changes to Chapter 163, Part III, the Leon County tax increment payment will be based on a millage rate that matches the City's millage rate. Based on a comparison of the 2016 and 2017 taxable values of the properties in the study area, and with millage equity between the City and County, the South City Study Area would generate approximately \$11,053 in total tax increment, the Orange Avenue Study Area would generate \$11,006 and the Springhill Road Study Area would generate \$611. Please note these amounts are expected to increase as a result of redevelopment activity.

## **Supplemental Material/Issue Analysis**

### ***History/Facts & Issues***

The GFS District (originally the Tallahassee Community Redevelopment Area) was established in June 2000 when the City Commission adopted the GFS Community Redevelopment Plan and established the GFS Community Redevelopment Trust Fund. The GFS District consists of three distinct geographic sections and is comprised of over 1,500 acres of residential, office, commercial/retail, industrial, and green/open space land uses, all located near downtown Tallahassee. Included within the boundaries of the redevelopment area are thirteen neighborhood communities; seven major commercial/retail areas including sections of Tennessee Street, Tharpe Street, North and South Monroe Streets, Gaines Street, Lake Bradford Road and South Adams Street; and numerous mixed-use areas. In addition, the redevelopment area borders parts of the Florida A & M University and the Florida State University. A map of the existing GFS District is attached as Attachment 2.

If the proposed expansion is approved, this will be the second expansion of the GFS District. In October 2016, the CRA Board expanded the GFS District to include 23 parcels on the eastern portion of South Monroe Street from Van Buren Street to Perkins Street.

On September 28, 2017, the CRA Board directed staff to further evaluate the three Southside areas of the GFS District for the possibility of expanding the boundaries of the district. These areas included South City, Orange Avenue (lower Bond

neighborhood) and Springhill Road study area (Attachment 1). The first step towards adding the study areas to the existing GFS District is to conduct a Finding of Necessity to determine if the study areas exhibit any of the conditions of blight as listed in Section 163.340(8), F.S. By statute, if two or more of the blighted conditions exist in an area, the area may be deemed as blighted.

At the September 28<sup>th</sup> Board meeting, staff provided an initial analysis of three blighting conditions to quickly determine if two or more blight conditions existed in all three study areas. The blight conditions in the initial analysis are listed below. These conditions were used in the first review because they are readily available from existing sources maintained by the City and/or County.:

- No appreciable increase in the aggregate assessed values of real properties in the study area over the past five years;
- Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality; and
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality.

On November 9, 2017, staff expanded the statutory conditions of blight to include conditions based on a visual assessment of the study areas. These conditions were:

- Unsanitary or unsafe conditions; and
- Deterioration of site or other improvements.

#### **Results of Aggregate Assessed Value Analysis - (Failed Statutory Requirement)**

Between tax years 2013 and 2017, the aggregate assessed value of the GFS District increased by 6.4 percent (ranging from a low of 0.1 percent in 2013 to a high of 16.3 percent in 2015). As shown in Table 1 the aggregate assessed property values in each of the study areas increased by 13.8 percent or higher between 2013 and 2017, which is higher than the aggregate increase for the GFS District as a whole. As a result, the blighted condition of no appreciable increase in property values over the previous five years does not exist in the three study areas.

Table 1: Assessed Property Values

<b>Tax Year</b>	<b>South City Study Area</b>	<b>Orange Avenue Study Area</b>	<b>Springhill Study Area</b>
2013	\$36,827,473	\$13,303,087	\$3,084,584
2014	\$39,644,546	\$13,614,007	\$3,499,238
2015	\$40,232,116	\$14,309,598	\$3,455,818
2016	\$41,471,697	\$14,810,574	\$3,434,450
2017	\$42,819,643	\$16,152,801	\$3,509,000
Change in Value 2013-2017	\$5,992,170	\$2,849,714	\$424,416
Percentage Change	16.3%	21.4%	13.8%

The results of the remaining blight conditions analyses are provided below for each study area. Each study area has two or more conditions of blight, although not all of the conditions are present in each study area. To assist in the evaluating the visual criteria, staff divided each study area into sub areas which are depicted in Attachment 3.

#### **South City Study Area - 4 Criteria Present**

##### **1. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality - (Requirement Fulfilled)**

As shown in Table 2 below, the South City study area has a higher incident rate per capita of both fire incident and emergency medical services (EMS) calls than the City of Tallahassee as whole. For the 2015-2016 period, the South City study area fire incidents per 1,000 population (318.7) was nearly 45 percent greater than the City's per capita rate of 220.4. South City's study area also had a higher incident rate per square mile that exceeded the City's rate by nearly 350 percent. Similarly, Table 3 shows the number of emergency medical service calls per capita in the study area was nearly 51 percent greater than for entire City, with the per square mile rate exceeding the City's rated by approximately 370 percent.

Table 2: South City Study Area Fire Incidents, 2015-2016

	<b>Total Incidents</b>	<b>Incident Rate per 1,000 Population</b>	<b>Incident Rate per Sq. Mile</b>
South City Study Area	834	318.7	1,737.5
City of Tallahassee Total	39,984	220.4	387.8

Table 3: South City Study Area EMS Calls, 2015-2016

	<b>Total Calls (Non-Cancelled)</b>	<b>Calls per 1,000 Population</b>	<b>Call Rate per Sq. Mile</b>
South City Study Area	1,142.0	436.4	2,379.2
City of Tallahassee Total	52,476	289.3	509.0

## **2. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality- (Requirement Fulfilled)**

Staff examined two types of code violations when analyzing this blight condition: building code violations and care of premise or inoperable vehicle violations. As shown on Table 4, the South City study area had a greater number of code violations per square mile than the City, with 583.3 violations per square mile compared to the City's with 105.7 per square mile, a 450 percent increase above the City rate (Table 4).

Table 4: South City Study Area Code Violations, Rate per Square Mile, 2015-2016

	<b>South City Study Area</b>	<b>City of Tallahassee</b>
Building Code Violations (Dangerous Building & Substandard Buildings)	64.6	10.7
Care of Premise & Inoperable Vehicle Violations	518.8	95.0
Total Violations, 2015-2016	583.3	105.7

## **3. Unsafe conditions- (Requirement Fulfilled)**

The unsafe conditions identified in the South City study area are from missing sidewalks, bike lanes and open ditches (see images at Attachment 4). The missing sidewalks place pedestrians in harm's way when forced to walk on the side of the street with oncoming traffic. The absence of a complete pedestrian sidewalk network, including bike lanes, leads to unsafe conditions for pedestrians, cyclists and those with special access needs. These conditions were found in the South City Sub Areas 1 - 4.

**4. Deterioration of site and other improvements- (Requirement Fulfilled)**

The analysis found a number of sites with varying levels of structural deterioration within the South City study area. Attachment 5 shows residential units with damaged roofs and boarded windows and doors. This condition also correlates to the high rates of code violations in the study area, and can be a condition found in higher crime areas. Examples of site deterioration were found within all four sub areas.

**Orange Avenue Study Area- 3 Criteria Present****1. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality- (Requirement Fulfilled)**

Similar to the South City study area, the Orange Avenue study area has much higher fire and EMS call incidents than the rest of the City. For 2015-2016, the per capita rate of fire incidents was 62 percent higher than the rest of the City, and the per capita EMS call rate was nearly 70 percent higher than the City rate (Tables 5 and 6). Because of the relatively small size of the study area, the incident per square mile for both fire and EMS incidents is not used in the analysis.

Table 5: Orange Avenue Study Area, Fire Incidents, 2015-2016

	<b>Total Incidents</b>	<b>Incident Rate per 1,000 Population</b>	<b>Incident Rate per Sq. Mile</b>
Orange Avenue Study Area	321	356.7	3,566.7
City of Tallahassee Total	39,984	220.4	387.8

Table 6: Orange Avenue Study Area, EMS Calls, 2015-2016

	<b>Total Calls (Non-Cancelled)</b>	<b>Calls per 1,000 Population</b>	<b>Call Rate per Sq. Mile</b>
Orange Avenue Study Area	442	491.1	4,911.1
City of Tallahassee Total	52,476	289.3	509.0

**2. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality- (Requirement Fulfilled)**

Similar to the South City study area, for 2015 - 2016 the Orange Avenue study area had approximately 500 percent more building code and care of premises violations per square mile than the City; 633.3 in the study area compared to 105.7 for the City (Table 7).

Table 7: Orange Avenue Study Area Code Violations, Rate per Square Mile, 2016-2016

	<b>Orange Avenue Study Area</b>	<b>City of Tallahassee</b>
Building Code Violations (Dangerous Building & Substandard Buildings)	33.3	10.7
Care of Premise & Inoperable Vehicle Violations	600.0	95.0
Total Violations, 2015-2016	633.3	105.7

### 3. Unsafe conditions- (Requirement Fulfilled)

There is a disconnect in the network of sidewalks in the Orange Avenue Sub Area 1. Weis Street, which is the only side street in the study area, does not have sidewalks on either side of the road making it a challenge for safe pedestrian use (Attachment 6). Although all the other streets in the study area have sidewalks, there is a mix of sidewalk widths. The Orange Avenue study area is within the Multimodal Transportation District (MMTD) which requires sidewalks on local streets to be at least six feet wide. Staff's analysis found the sidewalks in the study area varied from between three to and four feet in width.

### Springhill Road Study Area- 2 Criteria Present

#### 1. Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality - (Requirement Inconclusive)

Staff did evaluate fire and EMS service calls in the Springhill Road study area (Tables 8 and 9), but the low number of calls (34 and 43, respectively) and the small population in the study area distorts the impact of those measures, resulting in extremely high difference when compared to the City per capita rate (more than 1,300 times the overall city rate). Conversely, the incident rate per square mile is well below that of the City. As a result, staff did not use this measure in determining blight for the study area.

Table 8: Springhill Road Study Area, Fire Incidents, 2015-2016

	<b>Total Incidents</b>	<b>Incident Rate per 1,000 Population</b>	<b>Incident Rate per Sq. Mile</b>
Springhill Road Study Area	34	3,090.9	283.3
City of Tallahassee Total	39,984	220.4	387.8

Table 9: Springhill Road Study Area, EMS Calls, 2015-2016

	<b>Total Calls (Non-Cancelled)</b>	<b>Calls per 1,000 Population</b>	<b>Call Rate per Sq. Mile</b>
Springhill Road Study Area	43	3,909.1	358.3
City of Tallahassee Total	52,476	289.3	509.0

#### 2. A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the municipality- (Requirement Inconclusive)

With 50 total code violations, the Springhill study area had approximately 53 percent fewer building code and care of premise/inoperable vehicle violations when compared to the City (Table 10). As a result, staff did not use this measure in determining blight for the study area.

Table 10: Springhill Road Study Code Violations, Rate per Square Mile, 2016-2016

	<b>Springhill Road Study Area</b>	<b>City of Tallahassee</b>
Building Code Violations (Dangerous Building & Substandard Buildings)	8.3	10.7
Care of Premise &	41.7	95.0

Inoperable Vehicle Violations		
Total Violations, 2015-2016	50.0	105.7

### 3. Unsafe conditions- (Requirement Fulfilled)

Springhill Road study area revealed unsafe conditions for pedestrians with multiple curb cuts and no sidewalks on the east side of Lake Bradford Road (Attachment 7, Sub-Area 1), the lack of adequate sidewalks and pedestrian crossings on Kissimmee Street between Mill Street and Lake Bradford Road, and no sidewalks and open ditches adjacent along Mill Street from Lake Bradford to Kissimmee Street (Attachment 7, Sub-Area 2).

### 4. Deterioration of site and other improvements- (Requirement Fulfilled)

The analysis found structures in the both subareas with signs of deterioration, from damaged roofs to abandoned commercial buildings (Sub-Areas 1 and 2, Attachment 8). Deteriorating sites and structures are often indications that re-investment in the area may be risky, which tends to further inhibit improvements in the area.

#### *GFS CAC Recommendation*

On January 8, 2018, the above findings were presented to the GFS Citizens' Advisory Committee (CAC) for their recommendation on the expansion of the GFS District. The CAC members expressed concerned over how the expansion would impact the availability of funds for the needed projects within the existing district boundary, since the new areas were not expected to generate any significant levels of tax increment. Additionally, the CAC members were concerned that the Springhill area, if added to the district, could absorb a disproportionately higher percentage of CRA funds because commercial projects tend to cost more than neighborhood projects. The CAC discussed the needs and challenges facing the South City neighborhood, and noted that South City would benefit most from being included in the GFS District due to planned improvements to the Orange Avenue Apartments and other neighborhood oriented improvements. Following a lengthy discussion on the pros and cons of the expansion, the CAC recommended that only the South City Study Area be considered for expansion with a unanimous vote of 4-0.

It is important to note that at the time the expansion proposal was reviewed by the CAC, the discussion regarding the County's withdrawal and concurrent restructuring of the CRA District was still in progress. The results of that discussion now provide solutions to concerns expressed by the CAC members about the proposed expansion. If the proposed restructuring of the GFS District is approved by the City, County and CRA, the GFS District would be extended by eight years resulting in an estimated \$29 million in additional funding for needed projects, which may ease the CAC member's concern. The increase in both time and funding will enhance the CRA's ability to make a positive difference in those areas. Moreover, the redeveloped commercial areas along Springhill may result in even more TIF revenue after they are redeveloped.

#### *Staff's Recommendation*

Based on the results of staff's research, the proposed restructuring of the CRA and the CAC recommendation, staff recommends that the CRA Board include all three areas in the GFS District. All of the study areas would benefit from existing CRA programs, including the Neighborhood Partnership Grant Program which is funded by the CRA and administered by Parks, Recreation and Neighborhood Affairs Department and the Business Facility Improvement Grant in the commercial areas. South City and Orange Avenue Study Areas both have income-based housing developments (Orange Avenue Apartments and Leon Arms Apartments, respectively, which could benefit from CRA affordable housing funds.

Also, the restructuring of the GFS District will result in the life of the GFS District being extended by eight years resulting in an estimated \$29 million in additional funding for needed projects, This results in a total of approximately \$83 million in CRA funds over the extended life of the GFS district.

#### *Recommendation and Next Steps*

Following direction and approval from the CRA Board on the expansion of the GFS District, staff will finalize the Finding of Necessity and begin the steps outlined below for final approval and adoption of the GFS District expansion.

Expansion Step	Date	Action
Registered letter to Leon County BoCC on proposed expansion of GFS District and modification to redevelopment plan.	03/23/2018	BoCC has 30 days to respond to expansion per 163.361(3)(B)1, F.S.
Interlocal Agreement for the restructuring of the CRA	04/24/2018	BoCC execute agreement
Interlocal Agreement for the restructuring of the CRA	04/25/2018	City Commission execute agreement
Leon County BoCC approval of Finding of Necessity and expansion of GFS District.	05/08/2018	BoCC approval required per interlocal agreement.
Notice to Taxing Authorities of proposed boundary expansion and of public hearing by Tallahassee City Commission.	NLT 05/08/2018	15-day review by taxing authorities required per 163.346, F.S.
Publish public hearing notice.	NLT 05/08/2018	15-day notice prior to City Commission Public Hearing
City Commission Public Hearing to adopt the Finding of Necessity, approve expansion of the GFS District boundary and modify the GFS District Community Redevelopment Plan.	05/23/2018	Adoption by resolution. This also includes the City Commission approval required per the interlocal agreement.

Per the Interlocal Agreement that governs the CRA, the expansion of the GFS District must be approved by the Leon County Board of County Commissioners. This is the next step in the process of expanding the district and is scheduled for May 8, 2018. The final step will be for the City Commission to adopt the Finding of Necessity, approve the expansion of the GFS District consistent with the Finding of Necessity and modify legal description of the GFS District in the GFS District Community Redevelopment Plan to include the expansion area parcels on May 23rd.

### **Options**

1. Accept the Findings for all three study areas, (2) approve the expansion of the GFS District to include the South City, Orange Avenue and Springhill study areas, and (3) authorize CRA staff to move forward with the activities needed to adopt the Finding of Necessity and increase the boundary of the GFS District in accordance with Chapter 163, Part III, F.S., and the Interlocal Agreement governing the expansion of existing redevelopment districts.
2. Accept the findings for the South City and Orange Avenue study areas, (2) approve the expansion of the GFS District to include the South City and Orange Avenue study areas and (3) authorize CRA staff to move forward with the activities needed to adopt the Finding of Necessity and increase the boundary of the GFS District in accordance with Chapter 163, Part III, F.S., and the Interlocal Agreement governing the expansion of existing redevelopment districts.

3. Provide alternate direction.

*Attachments/References*

1. Map of Expansion Study Areas
2. Map of Existing GFS District Boundaries
3. Map of Expansion Study Subareas
4. South City Unsafe Condition Photos
5. South City Site Deterioration Photos
6. Orange Avenue Unsafe Condition Photos
7. Springhill Road Unsafe Condition Photos
8. Springhill Road Site Deterioration Photos

Attachment 1.pdf (1,422 KB)	Attachment 2.pdf (1,193 KB)	Attachment 3.pdf (942 KB)
Attachment 4.pdf (1,012 KB)	Attachment 5.pdf (842 KB)	Attachment 6.pdf (792 KB)
Attachment 7.pdf (997 KB)	Attachment 8.pdf (867 KB)	



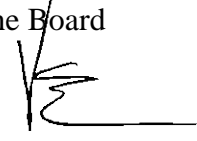
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

May 8, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Status Report on the Analysis of the Residential Preservation Zoning District

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support & Environmental Management Ben Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Planning Director
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Shawna Martin, Principal Planner, Development Services Division Artie White, Administrator of Comprehensive Planning

### **Statement of Issue:**

This agenda item provides a review and analysis of the Residential Preservation zoning district as requested by the Board on January 23, 2018 following the Public Hearing to consider a recommended order entered by a Special Master on the site and development plan application for the Brookside Village residential subdivision. This status report also seeks the Board's authorization to proceed with an amendment to the Residential Preservation zoning district's development standards to modify language related to compatibility and permissible density in order to address any subjectivity in an effort to provide additional clarity and certainty of development standards to property owners and adjacent neighborhoods.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

- Option #1: Accept the status report on the analysis of the Residential Preservation zoning district.
- Option #2: Authorize staff to proceed with the development of an Ordinance (Attachment #1) amending the Residential Preservation zoning district to clarify the intent of the district and implementing development standards.

## Report and Discussion

### **Background:**

On January 23, 2018, the Board directed staff to review and provide recommendations, if appropriate, to the Residential Preservation (RP) Land Use Category of the Comprehensive Plan. This agenda item provides a review and analysis of the RP zoning district as requested by the Board and seeks authorization to proceed with an amendment to the RP zoning district's development standards to modify language related to compatibility and permissible density in order to address any subjectivity in an effort to provide additional clarity and certainty of development standards to property owners and adjacent neighborhoods.

An analysis of the RP zoning district was previously brought to the Board on January 24, 2017 whereby staff was directed to proceed with determining appropriate site specific residential zoning designations for parcels outside of recorded or unrecorded subdivisions and within the Urban Service Area. Subsequent to this action, an administrative challenge was filed against the County for its approval of a residential development within the RP zoning district which delayed consideration of site specific zoning designations.

At the Public Hearing on January 23, 2018, the Board adopted a recommended order from the Division of Administrative Hearings regarding a proposed residential development within the RP zoning district, thereby approving the Brookside Village residential subdivision. At this meeting, the Board also directed staff to provide a status report on the analysis of the RP zoning district and to include any potential enhancements noted during the review of Brookside Village that may need to be addressed. For this status report and analysis on the RP zoning district, a summary and timeline of the County's actions with regard to the Tallahassee-Leon County Comprehensive Plan, land uses, and zoning districts is provided in the remainder of this section.

In July 1990, the Board adopted the Tallahassee-Leon County Comprehensive Plan, which established the RP Future Land Use Category (Policy 2.2.3, Land Use Element). A subsequent RP zoning district (Section 10-6.617, Land Development Code) was established by the Board in 1992 to implement the RP Future Land Use Category contained in the Comprehensive Plan. Due to the extent of existing residential development, the RP district became one of the largest land use districts in the County. Currently, it is the County's largest district within the Urban Service Area comprising nearly 33% of the total land area.

When initially adopted, the RP zoning district provided a specific formula for calculating allowable density. Densities for parcels not located within a recorded or unrecorded subdivision (metes and bounds parcels) were limited to no greater than 25% of the densest residential land contiguous to the proposed development. In situations where there was no existing contiguous residential development, the allowable density was limited to no greater than 25% of the densest residential development within ¼ mile. This policy was often difficult to implement and continued a development pattern that inefficiently utilized land and infrastructure which was in conflict with the Policies of the Comprehensive Plan for development within the Urban Service Area.

In 2003, the Board established the Residential Land Availability and Affordability Committee to address concerns noted by the real estate and development communities and the Tallahassee Builders Association, regarding a perceived lack of available land for development. This Committee, which included members of Leon County neighborhood associations, provided a report to the Board in July 2004 that noted the need to clarify the allowable density for development within the RP zoning district, especially for those properties located outside of recorded and unrecorded subdivisions. In addition, the Committee found that the density of undeveloped parcels within the RP zoning district was being inhibited by older, lower density development nearby, much of which was developed prior to the availability of urban services, specifically central water and sewer. While the associated regulations were ensuring strict compatibility with surrounding development, they were also preventing the most efficient use of land within the Urban Service Area. The optimization of underdeveloped land within the Urban Service Area is a primary tenet of the Comprehensive Plan and serves to achieve many of its most important goals. As a result of the Committee's report and recommendations, the Board directed staff to implement a number of the Committee's findings, including the removal of existing density-limiting restrictions for metes and bounds properties with available urban infrastructure.

In February of 2005, after review by the Development Support and Environmental Management Citizen's User Group and a consistency determination by the Planning Commission, the Board adopted amendments to the Comprehensive Plan and RP zoning district which allowed for the more efficient use of available urban infrastructure for new development within the Urban Service Area. These amendments replaced the 25% density increase limitation on metes and bounds parcels, outside of unrecorded and recorded subdivisions, with low density residential defined in the Land Development Code as a gross density of up to six dwelling units per acre. The amendments also contained new provisions intended to clarify allowable development types (single family detached, single family attached, etc.) in the RP zoning district by removing the consideration of existing density in adjacent subdivisions from being the primary driver of the allowable density on nearby undeveloped properties.

The next section of this item further analyzes the purpose of the RP district, the allowable development types within the district, and the issues of density and compatibility which raised concerns with property owners adjacent to the Brookside Village residential subdivision.

**Analysis:**

The primary purpose of the RP district is to protect existing residential areas from incompatible land uses and density intrusions. The district expressly prohibits commercial, retail, office, and industrial uses. Non-residential uses permissible within the district are limited to community services (libraries, religious facilities, police/fire stations, etc.). In addition, the Comprehensive Plan outlines specific performance criteria for measuring compatibility when non-residential uses are proposed adjacent to RP zoned properties [Policy 2.2.39(e)].

The RP zoning district currently allows densities of zero to six dwelling units per acre, but is silent on development standards such as lot size, building height, impervious area and setbacks. These standards are established during the site and development plan review and approval process. While this approach provides flexibility for the site designer, it does not provide the

developer and neighboring residential areas the certainty typical of other more prescriptive zoning districts. As a result, the Board directed staff in January of 2017 to proceed with an analysis of RP zoned metes and bounds parcels within the Urban Service Area to identify enhancements that could provide more certainty while ensuring consistency with Comprehensive Plan policies and objectives for urban development.

Many existing subdivisions inside the Urban Service Area were developed prior to the adoption of the Comprehensive Plan, lacked available urban infrastructure, or did not protect environmentally sensitive features in a stand-alone conservation easement. This resulted in larger lots and much lower densities. Urban infrastructure has been extended to many of these areas and, along with it, the ability to more efficiently utilize existing, undeveloped land. While continuing to develop these areas in a low-density manner would ensure compatibility with existing development, it would also be inconsistent with many of the growth management goals of the Comprehensive Plan and results in the inefficient use of major infrastructure investments within the community.

The recently approved Brookside Village residential subdivision demonstrated the concerns from adjacent, established subdivisions regarding permissible density, lot size, and the use of clustering as a design technique to ensure preservation of onsite environmental features within the RP zoning district. In their objections to the subdivision, adjacent residents and their legal counsel pointed to some of the more subjective language regarding compatibility and density in the Land Development Code description of the RP zoning district. These same objections are now being raised over another RP residential development currently under review, the Retreat at Mahan. In both situations, adjacent subdivisions were established prior to the adoption of the Comprehensive Plan and before urban infrastructure was extended to these areas to provide adequate support for the increased density.

Upon analysis of the RP zoning district, and the specific concern raised during these recent residential development application review processes, staff recommends immediately modifying subjective language under the purpose and intent section of the RP zoning district. These changes include, but are not limited to, removing the following provision from the district intent which has been found to be misinterpreted in objections to residential development:

“Compatibility with surrounding residential type and density shall be a major factor in the authorization of development approval and in the determination of the permissible density.”

More specifically, the recommended draft Ordinance presents a reformatted description of the RP zoning district to further clarify permissible density, allowable building types, and applicable development standards, particularly for development proposals on metes and bounds parcels (Attachment #1).

Should the Board approve of proceeding with the development of an Ordinance, staff would solicit comments from the Board’s Advisory Committee on Quality Growth and will bring the draft Ordinance for a Planning Commission Comprehensive Plan consistency review Public Hearing. The draft Ordinance will also require at least one public hearing before the Board prior to final disposition. It is important to note that this solution would not have prohibited the site

plan approval for the Brookside Village had it already been in place. However, it does provide the developer and neighboring residential areas with greater certainty of the allowable development activity for the RP district. To consider changes permissible density, allowable building types, and development standards, those modifications should be through the Comprehensive Plan.

In addition, the Tallahassee-Leon County Planning Department has undertaken a comprehensive update to the Land Use and Mobility Elements of the Comprehensive Plan. This update includes evaluation of the RP future land use category which will be incorporated into the analysis of the Land Use Element as a whole and the RP land use category specifically. It is anticipated this process will result in amended or new Comprehensive Plan goals and objectives for the RP future land use category that reflect a countywide vision for future growth and development. These revisions may include changes to allowable density and uses within RP and could call for design standards within the County's Land Development Code intended to better address compatibility of uses and neighborhood character.

The latest status report on the Comprehensive Plan reform process was provided to the Board on February 27, 2018, and included five goals for the Land Use and Mobility Element (Attachment #2). Planning is conducting a second round of community outreach and will bring back the revised goals for the Land Use and Mobility Element to the Board in the summer. By fall 2018, Planning will present the draft revisions to the Land Use and Mobility Elements for the Board's consideration. Based on the review and analysis of the RP zoning district, staff recommends proceeding with the draft Ordinance to remove and modify the subjective language related to permissible density, allowable building types, and applicable development standards in the RP zoning district.

**Options:**

1. Accept the status report on the analysis of the Residential Preservation zoning district.
2. Authorize staff to proceed with the development of an Ordinance (Attachment #1) amending the Residential Preservation zoning district, intended to remove and modify the subjective language related to permissible density, allowable building types, and applicable development standards in the RP zoning district.
3. Do not accept the status report on the analysis of the Residential Preservation Zoning District and do not authorize staff to proceed with the development of an Ordinance amending the Residential Preservation zoning district to further clarify the zoning district standards.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Draft Ordinance
2. Draft Land Use and Mobility Element Goals

ORDINANCE NO. 18-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING SECTION 10-6.617 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED "RESIDENTIAL PRESERVATION"; RENAMING SECTION 10-6.617 TO "RESIDENTIAL PRESERVATION (RP) ZONING DISTRICT"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to clarify the intent of the Residential Preservation zoning district specifically with regard to the allowable densities of new development while protecting existing and established residential development;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**SECTION 1.** Section 10-6.617 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Residential Preservation," is hereby renamed as "Residential Preservation (RP) Zoning District" and is amended to read as follows:

**Sec. 10-6.617 - Residential Preservation (RP) Zoning District.**

~~Sec. 10-6.617. Residential preservation.~~

~~(a) *Purpose and intent.* The residential preservation district is characterized by existing homogeneous residential areas within the community predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land uses and density intrusions. Commercial, retail, office, and industrial activities are prohibited. Certain nonresidential activities may be permitted, such as home occupations consistent with the applicable provisions of section 10-6.803; community services and facilities/institutional uses consistent with the applicable provisions of section 10-6.806; and churches, religious organizations, and houses of worship. Single family, duplex residences, manufactured homes, and cluster housing may be permitted within a range of zero to six units per acre. Compatibility with surrounding residential type and density shall be a major factor in the authorization of development approval and in the determination of the permissible density.~~

~~(1) In residential preservation areas outside the urban service area, the density of the nonvested development in residential preservation areas shall be consistent with the underlying land use category.~~

~~(2) In residential preservation areas inside the urban services area, new residential development densities shall be consistent with those within the developed portions of the recorded or unrecorded subdivision in which they are located. Consistency for the purposes of this paragraph shall mean that proposed lots shall not be smaller than the smallest lot that was created by the original subdivision plat or any subsequent replat that may have occurred consistent with county land development regulations in effect at the time.~~

1 ~~(3) When new residential development inside the urban services area is proposed for an~~  
2 ~~area not located within a recorded or unrecorded subdivision, densities shall be~~  
3 ~~permitted in the range of zero to six dwelling units per acre consistent with the~~  
4 ~~availability of central water and sewer service to accommodate the proposed~~  
5 ~~development. If central water and sewer service is not available, density shall be~~  
6 ~~limited to a maximum of two dwelling units per acre consistent with all applicable~~  
7 ~~provisions of the Environmental Management Act.~~

8 ~~(4) Notwithstanding the provisions of subsection 10-6.617(a)(2) above, existing lots in a~~  
9 ~~recorded or unrecorded residential subdivision zoned residential preservation may be~~  
10 ~~resubdivided up to a maximum density of six dwelling units per acre provided that the~~  
11 ~~parent lot directly abuts an existing arterial or major collector roadway that was not~~  
12 ~~constructed as part of the subdivision's roadway network. This provision shall not apply~~  
13 ~~to lots whose current designated primary access is from a street internal to the~~  
14 ~~recorded or unrecorded subdivision zoned residential preservation. Existing lots of~~  
15 ~~record with no current frontage on a major collector or arterial roadway, as specified~~  
16 ~~above, cannot be aggregated to benefit from the provision of this section.~~

17 ~~The following factors shall be used to determine the maximum allowed number of lots~~  
18 ~~per acre created pursuant to this subsection: a) the availability of water and sewer to~~  
19 ~~accommodate the proposed development as cited in subsection 10-617(a)(3) above; b)~~  
20 ~~compliance with applicable local and/or Florida Department of Transportation (FDOT)~~  
21 ~~roadway connection standards c) the mitigation of any adverse impacts on the~~  
22 ~~transportation network, and d) compliance with any other applicable provisions of the~~  
23 ~~Land Development Code, including those pertaining to environmental protection.~~  
24 ~~Acceptable mitigation for impacts to the transportation network include a common~~  
25 ~~ingress/egress access point for all newly created lots, frontage roadways, or any other~~  
26 ~~solution that mitigates the adverse impacts on the transportation network as~~  
27 ~~determined by the director.~~

28 ~~(5) Allowable development type shall be construed to mean the following:~~

29 ~~a. Parcels proposed for residential which are located in a recorded or unrecorded~~  
30 ~~subdivision shall develop consistent with the type of residential development~~  
31 ~~pattern located inside the recorded or unrecorded subdivision.~~

32 ~~b. Parcels proposed for residential which are located inside the urban service area~~  
33 ~~and not in a recorded or unrecorded subdivision shall develop consistent with the~~  
34 ~~type of residential development pattern located adjacent to the vacant parcel.~~

35 ~~c. Parcels proposed for residential development surrounded by a mix of conventional~~  
36 ~~single-family homes and manufactured homes, shall be developed for~~  
37 ~~conventional single-family homes.~~

38 ~~d. Parcels proposed for residential development surrounded by a mix of single-family~~  
39 ~~and duplex development shall be developed for single-family use, unless duplex~~  
40 ~~residential development is the predominant type.~~

41 ~~e. The placement of standard design manufactured homes and mobile homes shall~~  
42 ~~be allowed in manufactured home parks, in subdivisions platted explicitly for~~  
43 ~~allowing manufactured homes, or as a replacement unit for any lawfully existing~~  
44 ~~manufactured home consistent with the provisions of article XII of this chapter.~~



1 ~~(b) Allowable uses. For the purpose of this article, the following land use types are allowable~~  
2 ~~in the RP zoning district and are controlled by the land use development standards of this~~  
3 ~~article, the Comprehensive Plan and schedules of permitted uses.~~

4 ~~(1) Low density residential.~~

5 ~~(2) Passive recreation.~~

6 ~~(3) Active recreation.~~

7 ~~(4) Community services.~~

8 ~~(5) Light infrastructure.~~

9 ~~(c) List of permitted uses. Some of the uses on these schedules are itemized according to the~~  
10 ~~Standard Industrial Code (SIC). Those uses or activities permitted through special exception~~  
11 ~~shall require review and approval by the Board of County Commissioners consistent with the~~  
12 ~~provisions of section 10-6.611. Allowable uses, appropriate permit level and applicable~~  
13 ~~development and locational standards in the residential preservation district are as follows:~~

14 ~~P = Permitted use R = Restricted use S = Special exception~~

DRAFT

1

Legend					
LR	=	Low-density residential	CS	=	Community services
PR	=	Passive recreation	LI	=	Light infrastructure
AR	=	Active recreation			

2

SIG Code	Name of Use	Development and Locational Standards				
		LR	PR	AR	CS	LI
	<b>RESIDENTIAL</b>					
	Dwelling, one-family	P				
	Dwelling, two-family	R				
	Dwelling, mobile home	P				
	Mobile home park	S				
	<b>SERVICES</b>					

	<del>Elementary and secondary schools legally established and in existence as of July 1, 2015, including expansions to existing facilities</del>				S	
	<del>Religious organizations</del>				S	
	<b>PUBLIC ADMINISTRATION</b>					
922	<del>Public order and safety</del>				S	
9221	<del>Police protection</del>				S	
9224	<del>Fire protection</del>				S	
	<b>RECREATION</b>					
	Hiking and nature trails			P		
	Picnicking			P		
	Canoe trails			P		
	Bicycle trails			P		
	Horseback riding trails			P		
	Tot lots				P	
	Court sports				P	
	Field sports				P	

1 -

2 ~~Placement of new mobile homes are limited to the following areas: existing mobile home parks; and platted mobile home~~  
3 ~~subdivisions. New mobile homes shall also be allowed as replacements of lawfully existing mobile homes in other locations. New~~  
4 ~~mobile home parks may be established as per the provisions set forth in section 10-6.807.~~

5 ~~(d) *Development standards.* All proposed development shall meet the applicable buffer zone standards as outlined in section 10-~~  
6 ~~7.522. For residential development in recorded or unrecorded subdivisions, the development standards including front, rear,~~  
7 ~~side, and side corner yard setbacks for new residential development shall be consistent with the developed portions of the~~  
8 ~~recorded or unrecorded subdivision in which it is located. For new residential development in residential preservation areas not~~  
9 ~~located in recorded or unrecorded subdivisions, the applicable development standards including, but not limited to front, rear,~~  
10 ~~side, and side corner yard setbacks shall be established at the time of subdivision and site and development plan review.~~

11 ~~(Ord. No. 07-20, § 2, 7-10-07; [Ord. No. 16-07](#), § 4, 5-10-16; [Ord. No. 17-01](#), § 5, 1-24-17)~~

12

DRAFT

<b><u>1. District Intent</u></b>	<b><u>2. Principal Uses</u></b>	<b><u>3. Special Exception and Restricted Uses (Subject to Section 10-6.611).</u></b>	<b><u>4. Prohibited Uses</u></b>
<p><u>The RP district is characterized by existing homogeneous residential areas within the community, predominantly accessible by local streets. The primary function is to protect and preserve the character of existing, established recorded and unrecorded subdivisions by prohibiting commercial, retail, office and industrial uses. Future development and redevelopment shall be limited to low-density residential uses based on location, as outlined in the development standards below. The maximum gross density (as defined in Section 10-1.101) allowed for new residential development in the RP district is six (6) dwelling units per acre. Certain community and recreational facilities related to residential uses are also permitted as a special exception or restricted use.</u></p>	<p><u>(1) Single-family detached dwellings, including Residential Design Manufactured Homes (RDMH) and Standard Design Manufactured Homes (SDMH), as outlined in the development standards below.</u></p> <p><u>(2) Single-family attached dwellings.</u></p> <p><u>(3) Two-family dwellings.</u></p> <p><u>(4) Home occupations, consistent with the applicable provisions of Section 10-6.803</u></p>	<p><u>(1) Community services related to the permitted principal uses, including libraries, religious facilities, police/fire stations and expansions to elementary and secondary schools legally established and in existence as of July 1, 2015 (special exception use; also subject to Section 10-6.806).</u></p> <p><u>(2) Mobile home/manufactured home parks (special exception use; also subject to Section 10-6.807).</u></p> <p><u>(3) Passive and active recreational facilities: hiking and nature trails, picnicking, canoe trails, horseback riding trails, tot lots, court sports and field sports (restricted use).</u></p>	<p><u>(1) Commercial uses (including retail)</u></p> <p><u>(2) Office uses</u></p> <p><u>(3) Industrial uses</u></p>
<b><u>DEVELOPMENT STANDARDS</u></b>			
<b><u>5. Parcels Outside the Urban Service Area (USA):</u></b>			

(1)	<b>Density:</b> <u>Shall be consistent with the underlying land use category.</u>
(2)	<b>Building Type:</b> <u>Shall develop as single-family detached, which includes Residential Design Manufactured Homes (RDMH) and Standard Design Manufactured Homes as outlined in Article XII, Manufactured Housing.</u>
(3)	<b>Building Setbacks:</b> <u>Shall be consistent with the setbacks for the recorded or unrecorded subdivision, as determined by the Department of Development Support and Environmental Management. If on a metes and bounds parcel, the setbacks shall be determined at the time of site and development plan review.</u>
<b><u>6. Parcels Inside the Urban Service Area (USA) Within a Recorded or Unrecorded Subdivision:</u></b> <u>Consistency with surrounding residential building type and density shall be a major determinant in granting development approval, notwithstanding the exceptions noted below.</u>	
(1)	<b>Density:</b> <u>No newly created lot shall be smaller than the smallest lot of record approved as part of the original recorded (platted) or unrecorded subdivision, or any approved reconfiguration or re-plat that may have occurred consistent with the land development regulations in effect at that time.</u> <b>Exception:</b> <u>If the parcel proposed for subdivision abuts an existing arterial or major collector roadway that was not constructed as part of the subdivision's roadway network, then the lot shall be considered akin to a metes and bounds parcel and may be re-subdivided per the densities outlined herein:</u> <p style="margin-left: 40px;"><u>(a) When central water/sewer is available, a maximum gross density of six (6) dwelling units per acre is allowed; or</u></p> <p style="margin-left: 40px;"><u>(b) When no central water/sewer is available, a maximum gross density of two (2) dwelling units per acre is allowed, consistent with all the applicable provisions of the Environmental Management Act.</u></p>
(2)	<b>Building Type:</b> <u>Shall develop consistent with the predominant (&gt;50%) residential building type (single-family detached, single-family attached, two-family, manufactured home, etc.) located inside the recorded or unrecorded subdivision.</u> <b>Exception:</b> <u>If the parcel proposed for subdivision has been determined to be akin to a metes and bounds parcel, as outlined in the density section above, then it shall be allowed to develop with single-family attached, detached or two-family dwellings, or any combination thereof, notwithstanding the predominant type of development within the original recorded or unrecorded subdivision. If single-family detached units are located directly adjacent to the proposed development, then the development</u>

	<p><u>shall provide single-family detached units along these perimeter property boundaries, with the more intensive development type (attached, two-family) located internal to the development.</u></p>
(3)	<p><b><u>Building Setbacks:</u></b> <u>Shall be consistent with the setbacks for the recorded or unrecorded subdivision as determined by the Department of Development Support and Environmental Management.</u></p> <p><b><u>Exception:</u></b> <u>If the parcel proposed for subdivision has been determined to be akin to a metes and bounds parcel, as outlined in the density section above, then it shall be allowed to develop applicable building setbacks at the time of site and development plan review that shall be reviewed and approved by the County Administrator or designee.</u></p>
<p><b><u>7. Parcels Inside the Urban Service Area (USA) Not Within a Recorded or Unrecorded Subdivision (Metes and Bounds Parcels):</u></b></p>	
(1)	<p><b><u>Density:</u></b></p> <p><u>(a) When central water/sewer is available, a maximum gross density of six (6) dwelling units per acre is allowed. There is no minimum lot size requirement and a transfer of development units [Policy 4.2.5, Conservation Element of the Comprehensive Plan] shall be allowed in order to meet provisions of the Environmental Management Act, Comprehensive Plan goals, objectives and policies, or to provide open space and recreational opportunities for residents of the proposed development.</u></p> <p><u>(b) When no central water/sewer is available, a maximum of two (2) dwelling units per acre is allowed, consistent with all the applicable provisions of the Environmental Management Act.</u></p>
(2)	<p><b><u>Building Type:</u></b> <u>Shall be allowed to develop with single-family detached, attached or two-family dwellings, or any combination thereof. If single-family detached units are located directly adjacent to the proposed development, then the development shall provide single-family detached units along these perimeter property boundaries, with the more intensive development type (attached, two-family) located internal to the development.</u></p>
(3)	<p><b><u>Building Setbacks:</u></b> <u>To be developed at the time of site and development plan review and shall be reviewed and approved by the County Administrator or designee.</u></p>
<p><b><u>8. Community Services and Facilities/Institutional Uses:</u></b> <u>All community service and facilities/institutional uses shall meet the applicable provisions of Section 10-6.611 (special exception and restricted uses) and Section 10-6.806 (community services and</u></p>	

facilities/institutional services). Development standards and access management criteria for community service uses are noted below, with a complete list of requirements outlined in Section 10-6.806.

(1) **Development Standards:** During the course of the required land development review, the appropriate review authority shall authorize development standards appropriate for the proposed use. Such development standards shall address land use compatibility, environmental constraints, and the availability of infrastructure.

(2) **Access Management:** Private and charter schools shall not be accessed from an arterial roadway unless designed to provide full, safe access from both directions. Secondary schools shall not be accessed from a residential local street unless designed as part of a master plan development or planned unit development. Proposed schools shall not require a new driveway access to a designated canopy road, as defined in section 10-1.101.

**9. Mobile Home Parks:** New mobile home parks may be established as per the provisions set forth in Section 10-6.807. The placement of new mobile homes is limited to existing mobile home parks, platted mobile home subdivisions or as a replacement for an existing lawfully established mobile home in other areas.

**10. Buffer Zone Standards:** All proposed development shall meet the minimum landscape buffer standards in Section 10-7.522.

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a sewage flow estimated not to exceed 900 gallons per day. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

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1 **SECTION 2.** Conflicts. All ordinances or parts of ordinances in conflict with the provisions of  
2 this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this  
3 Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County  
4 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this  
5 Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.  
6

7 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or portion of this  
8 article is for any reason held invalid or unconstitutional by any court of competent jurisdiction,  
9 such portion shall be deemed a separate, distinct, and independent provision and such holding  
10 shall not affect the validity of the remaining portions of this Ordinance.  
11

12 **SECTION 4.** Effective date. This ordinance shall be effective according to law.

13  
14 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County,  
15 Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.  
16

17  
18 LEON COUNTY, FLORIDA

19  
20 BY: \_\_\_\_\_

21 NICK MADDOX, CHAIRMAN  
22 BOARD OF COUNTY COMMISSIONERS  
23

24  
25 ATTEST:  
26 GWENDOLYN MARSHALL, CLERK OF THE COURT

27 AND COMPTROLLER  
28 LEON COUNTY, FLORIDA  
29

30  
31 BY: \_\_\_\_\_  
32

33 APPROVED AS TO FORM:  
34 LEON COUNTY ATTORNEY'S OFFICE  
35

36  
37 BY: \_\_\_\_\_  
38 HERBERT W.A. THIELE, ESQ.  
39 COUNTY ATTORNEY

**Tallahassee-Leon County Comprehensive Plan**  
**Draft Land Use and Mobility Element Goals**  
**February 12, 2018**

### **Draft Goal 1 [LM] -A Healthy Community:**

Our community will maintain a healthy environment comprised of neighborhoods, activity centers places of employment, and natural areas designed and built to be lively, inclusive, safe, and sustainable.

To maintain a healthy environment our community will protect and improve the quality of its: air, potable water, soils, forests, natural water bodies and waterways while also protecting habitats for native plants and animals. Valuable or irreplaceable natural resources will be conserved. All residents and visitors to our community will have access to vitally important open spaces. To achieve this goal, our community will:

- Identify natural resources that contribute to human well-being.
- Prioritize the preservation of natural areas (including conservation areas, environmentally sensitive features and water resources) when making land use and transportation decisions.
- Provide access and opportunities for active and passive recreation, open spaces, greenways and parks.
- Coordinate with neighboring local governments, and regional, state, and federal agencies to cooperatively manage natural resources extending beyond jurisdictional boundaries.

The planning for healthy neighborhoods, activity centers, places of employment, and natural areas will treat all citizens equitably and provide opportunities for citizen involvement while recognizing the importance of private property rights. Planning and development of a healthy community will address the importance of school siting, community context and access to:

- Employment
- Parks and recreational opportunities
- Transportation options
- Health services and healthy food options
- Schools and educational opportunities

## **Draft Goal 2 [LM] – A Robust Economy:**

Our community will foster a robust economy by enhancing the ability to:

- Increase access to employment opportunities by locating jobs proximate to the homes of people that can provide critical talent in skilled trades.
- Reduce barriers to starting and growing businesses.
- Retain and create new enhanced employment opportunities that emphasize Tallahassee-Leon County's target industries.

Land use and transportation strategies will support a robust economy through:

- Innovation districts and the clustering of mutually beneficial businesses.
- Access to educational and training facilities.
- Connections to roadways, rail, transit, and aviation systems.
- The appropriate location of manufacturing and distribution facilities.

Our community will strive to facilitate the development, attraction, and cultivation of innovative businesses to foster a robust, financially sustainable economy. Associated job creation will help position the economy for sustained, directed growth, raising the quality and standard of living for the citizens of Tallahassee-Leon County.

### **Draft Goal 3 [LM] – Places Where People Want to Live, Work, and Play:**

Our community will maintain and build places where people want to live, work and play to:

- Provide diverse and expanded lifestyle choices.
- Foster economic development in urban areas and identified activity centers.
- Promote efficient and financially feasible development patterns.
- Maintain distinct development patterns between urban, sub-urban, and rural areas.
- Plan for reduction of urban sprawl while focusing on revitalization efforts to mitigate sprawl.
- Reduce infrastructure costs while recognizing the overall importance of resulting financial viability/sustainability.
- Benefit from viable and sustainable growth.
- Protect agricultural and forestry uses.
- Preserve natural resource-based activities, ecosystem functions and services, hazard protections, cultural resources, and scenic landscapes
- Promote development practices to support:
  - Neighborhoods that are diverse in use and population.
  - Communities that are mutually designed for pedestrians, transit, bikes and cars.
  - Places that are designed and built to be inclusive and accessible.
  - Urban areas framed by locally or regionally derived architecture and landscape design that celebrate local history, climate, and ecology.

## **Draft Goal 4 [LM] – Greater Housing Diversity:**

Our community will strive for greater diversity of the housing stock to:

- Expand affordable housing opportunities and options for people with varying income levels.
- Promote housing options that accommodate an increased population supported by transit or on-demand transportation and non-motorized forms of transportation.
- Support the following principles that offer greater flexibility for people in different stages of life and with different abilities:
  - Accessible outdoor spaces and buildings that can be used and enjoyed by people of all ages.
  - Transportation options that provide non-vehicular drivers with rides to and from healthcare facilities.
  - Housing designed or modified to accommodate aging in place.
  - The availability of accessible, affordable, educational and engaging social activities.
  - Places for intergenerational activities where both young and old can learn from one another to honor what each has to offer.
  - Opportunities for the elderly to work for pay, volunteer their skills and be actively engaged in community life.
  - Public spaces that support interaction and the spread of information through a variety of means.
  - Accessible and affordable health and community services.

While working toward greater housing diversity, our community will protect the character of existing, viable residential areas through neighborhood design and building types.

## **Draft Goal 5 [LM] – A Balanced Transportation Network:**

Our community will have a balanced and viable transportation network with location-appropriate options so pedestrians, bicyclists, motorists and public transportation users of all ages/abilities can travel safely and conveniently throughout the community.

The transportation network shall:

- Include streets, sidewalks, bicycle facilities, shared use paths, trails, airport facilities, transit, and on-demand options.
- Account for land use context, right-of-way constraints, as well as the short-term and long-term costs of transportation infrastructure.
- Incorporate emerging technologies.
- Provide safe routes to schools and options for the transportation disadvantaged and vulnerable road users.
- Distribute the benefits and burdens of transportation projects equitably.
- Maintain adopted quality of service measures.

Our community will coordinate with neighboring local governments and regional, state, and federal agencies to cooperatively plan and manage a balanced transportation network. This coordination will help maximize funding and development opportunities.

**Leon County  
Board of County Commissioners**

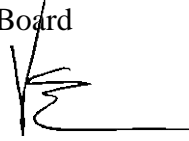
**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Agreement between Leon County, Leon County Schools, and the American Red Cross to Further Improve Sheltering Operations Following Hurricane Irma

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mathieu Cavell, Assistant to the County Administrator Kevin Peters, Emergency Management Director

### **Statement of Issue:**

This agenda item seeks Board approval to enter into a tri-party agreement between Leon County, Leon County Schools, and the American Red Cross to further improve sheltering operations as recommended in the Hurricane Irma After-Action Report.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the Agreement for emergency shelter operations, between Leon County, Leon County Schools, and the American Red Cross (Attachment #1), and authorize the County Administrator to execute.



## Report and Discussion

### **Background:**

This agenda item seeks Board approval to enter into a tri-party agreement between Leon County, Leon County Schools, and the American Red Cross to further improve sheltering operations as recommended in the Hurricane Irma After-Action Report.

A historic and unprecedented storm, Hurricane Irma inflicted far-reaching damage throughout Florida and other areas in the United States and Caribbean island nations. One of the most destructive storms to impact Florida in recorded history, Hurricane Irma caused the largest mass evacuation in the history of the state. As Irma's path continued to shift westward, Leon County and community partners conducted the largest sheltering operation in the County's history with more than 3,000 people seeking safety in 10 general population risk shelters.

As is the case with any emergency event or disaster, Hurricane Irma presented a unique set of challenges for residents and responders and specific opportunities for improvements and refinements to continue to enhance resiliency for the next disaster, specifically in the area of sheltering operations.

Following any large-scale emergency event, Leon County conducts an extensive after-action review to assess the preparedness, response, and recovery activities taken and to identify strengths and weaknesses in these efforts as well as recommendations for improvement during future emergencies. The Hurricane Irma After-Action Report presented 95 findings and 65 specific recommendations to build upon our community's successful response efforts and become even stronger for the next emergency. The Board accepted the report at the December 12, 2017 meeting. Relative to sheltering, the report included the following:

- *Finding #27:* Leon County has met with Leon County Schools and the Red Cross and identified specific opportunities to make major improvements to future risk sheltering operations.
  - *Recommendation 53.1:* Develop a revised shelter operations plan in collaboration with Leon County Schools and the American Red Cross to enhance shelter staffing, the management of shelter facilities, and provision of food and shelter supplies.
  - *Recommendation 53.2:* In updating shelter operations plans, ensure that dedicated space in each facility is designated to house EMS, Public Works, and utility restoration personnel who are predeployed to school facilities in advance of a hurricane or tropical storm.
  - *Recommendation 53.3:* Develop a Memorandum of Understanding to be executed by Leon County, the Leon County Schools, and the American Red Cross to effectuate the revised shelter operations plan.

This agreement is essential to the following FY2017-FY2021 Strategic Initiative:

- Implement the recommendations of the Hurricane Irma After-Action Report. (2017-14)

This particular Strategic Initiative aligns with the Board's Governance Strategic Priorities:

- (G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
- (G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

Leon County's sheltering operations plan provides for two types of shelters: host and risk. In short, host shelters are often opened for evacuees from other communities who may seek safety in the County. Risk shelters are for local residents who may be impacted by disaster and should seek shelter in more secure housing. In the tri-party agreement for emergency shelters, Leon County is responsible for directing the opening of risk shelters and coordinating operations support. The American Red Cross will remain responsible for all host shelter operations in coordination with faith-based, nonprofit, and local government entities.

### **Analysis:**

The unprecedented scale of risk sheltering operations leading up to and through Hurricane Irma revealed opportunities to enhance plans and partnerships to better serve the community and make a strong response even stronger. Immediately following Irma, staff met with Leon County Schools, the American Red Cross, and other community partners to make improvements to the shelter operations plan. These improvements leverage the assets and resources of each agency to ensure the best coordination of facilities, staffing, supplies, and communication in future risk sheltering operations.

Overall, the tri-party agreement outlines that Leon County Government will continue to direct the opening of risk shelters staffed by Leon County Schools with training and resources from the American Red Cross. These areas of responsibility build upon Leon County's long-time partnership in sheltering and disaster recovery with both the Leon County Schools as well as the American Red Cross.

The enhanced sheltering operations agreed upon will ensure the following key objectives are met:

- Resources such as cots, snacks, and other supplies are available at all shelters when opened.
- Geographically diverse risk shelters are opened to serve citizens throughout the community.

Title: Agreement between Leon County, Leon County Schools, and the American Red Cross to Further Improve Sheltering Operations Following Hurricane Irma

May 8, 2018

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- Leon County will continue to work with the State of Florida to have the Florida Division of Emergency Management survey and inventory all university and college facilities that could be used for mass sheltering (the survey of the Donald L. Tucker Civic Center is ongoing).
- Risk shelters are staffed by Leon County Schools and operated under the national standards and best practices of the American Red Cross. All necessary training will be completed prior to June 1, 2018 and refreshed on an annual basis.
- American Red Cross will provide shelter managers and oversight for any open risk shelter in Leon County.

The agreement also outlines how Leon County Animal Control will continue to work with community partners such as the Big Bend Disaster Animal Response Team to provide pet-accessible sheltering. These operations are important because some at-risk citizens will not evacuate their homes if they must leave their animals behind.

If approved by the Board, the tri-party agreement will be executed and included in the County's Comprehensive Emergency Management Plan so as to best serve the community during future disasters.

**Options:**

1. Approve the tri-party agreement for emergency shelter operations between Leon County, Leon County Schools, and the American Red Cross (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the tri-party agreement for emergency shelter operations between Leon County, Leon County Schools, and the American Red Cross, and do not authorize the County Administrator to execute.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Tri-Party Agreement for Emergency Shelter

## **TRI-PARTY AGREEMENT FOR EMERGENCY SHELTERS**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **LEON COUNTY, FLORIDA** a Charter County and political subdivision of the State of Florida (hereinafter the “County”) and the **LEON COUNTY SCHOOL BOARD** (hereinafter the “District”); and the **CAPITAL AREA CHAPTER OF THE AMERICAN RED CROSS** (hereinafter the “Red Cross”), and the Parties hereto agree as follows:

**WHEREAS**, safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and,

**WHEREAS**, Hurricane Irma (2017) triggered the largest statewide evacuation in Florida history, and the largest mass care shelter operation in Leon County’s history; and,

**WHEREAS**, the County has developed an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program, which includes a sheltering component; and,

**WHEREAS**, the Red Cross is a non-profit humanitarian organization, chartered by the United States Congress, that provides disaster relief to survivors of disasters; including mass care activities; and,

**WHEREAS**, during a declared state or local emergency and upon the request of the director of the county emergency management agency, the district school board in the affected area shall participate in emergency management by providing facilities and necessary personnel to staff such facilities; and,

**WHEREAS**, the District has been a long-time partner in shelter operations and disaster recovery, most especially with Hurricane Hermine (2016) and Hurricane Irma.

**NOW, THEREFORE** the County, the District and the Red Cross, in the interest of mutual support and cooperation in mass care shelter readiness, agree to the following:

### **SECTION 1.**

The Parties hereto agree that the above and foregoing whereas clause sections are true and correct, and binding upon the Parties, and are hereby incorporated into this Agreement.

### **SECTION 2. THE SHELTER OPERATIONS PLAN FOR THE COUNTY**

The Parties hereto agree to operate in accordance with the following Shelter Operations Plan, which includes performing all respective responsibilities and meeting all respective obligations as set forth below:

In the 2018 Statewide Emergency Shelter Plan, the Florida Division of Emergency Management states that public sheltering during emergency evacuation is planned, resourced and managed by local emergency management (Leon County Emergency Management) in collaboration with local agencies and community organizations. Shelters are generally opened 24 to 36 hours before forecasted onset of tropical-storm-force winds (40+ miles per hour) and remain open for about 72 hours after the end of storm conditions.

This shelter operations plan develops and defines the major responsibilities and objectives of Leon County Emergency Management and its affiliates to operate safe, secure, and accessible shelters that provide basic life-sustaining services. As such, the following shelter operations plan primarily considers the following two types of sheltering:

- **Risk** - A facility that is safe and provides essential support services, and is **located inside of a hazard risk area; e.g., projected path of an approaching hurricane or severe storm**. As local conditions may present hazards such as storm surge inundation, inland rainfall flooding, high winds, or hazardous materials which may exceed the building codes of the facility, shelter selection criteria in ARC 4496 ([American Red Cross's Standards for Hurricane Evacuation Shelter Selection](#)) do need to be considered. For planning purposes, the operational period of a Risk Evacuation Shelter is from 24 hours prior to forecast landfall time until 72 hours after landfall of a hurricane or severe storm. The designation does not imply that a shelter is capable of affording complete protection or is free from hazards but only that it meets established minimum safety criteria.
- **Host** – A facility that is safe and provides essential support services, and is **located outside of a hazard risk area; e.g., projected path of an approaching hurricane or severe storm**. As local conditions are not expected to present hazards such as storm surge inundation, inland rainfall flooding, high winds, or hazardous materials which exceed the building codes of the facilities, shelter selection guidelines in ARC 4496 ([American Red Cross's Standards for Hurricane Evacuation Shelter Selection](#)) do not have to be considered. For planning purposes, the operational period of a Host Evacuation Shelter is from 24 hours prior to forecast landfall time until 72 hours after landfall of a hurricane or severe storm.

In short, host shelters are often opened for evacuees from other communities who may seek safety in the County. Risk shelters are for local residents who may be impacted by disaster and should seek shelter in more secure housing.

Also, Leon County Emergency Management, in coordination with the District, will maintain a list of preferred risk shelter sites to be opened in preparation for and in response to disaster. The preferred risk shelter list is a subsection of the overall District facilities that are geographically diverse, have storm hardening, and would best serve the community during a disaster. When directing the opening of the District facilities, Leon County Emergency Management will consider the preferred risk shelter list while also reserving the right to open other school facilities as community need dictates.

The following shelter operations plan outlines responsibilities for the following agencies during a natural or manmade disaster that necessitates the opening of risk shelters in the County. Each agency below also has one or more associated responsibilities related to sheltering.

Specific activities in support of the sheltering operations plan are:

**As to the County:**

**Major Responsibilities**

- To activate, coordinate, and maintain the shelter operations plan, which includes directing the opening of risk and host shelters as the disaster dictates.
- Request resources from the State of Florida and ensure all requested aid and resources are deployed.
- Direct the Florida Department of Health in the County to open special needs shelters as needed. Once activated, FDOH in the County is the lead agency in providing trained medical care and feeding for special needs shelterees. The County will support special needs shelter operations through Leon County Emergency Medical Services and other County-specific functions.
- Lead pet accessible sheltering operations in coordination with the Big Bend Disaster Animal Response Team. Such resources include but are not limited to: trailers for kenneling, trained volunteers and/or staff to assist with kenneling and care of pets, and food and other equipment.

**Specific Objectives**

- Direct the opening of risk and host shelters in preparation for or in response to disaster.
- When needed, activate the sheltering operations plan and all associated partners in response to a hazard threatening the County.
- Convene the shelter operations plans members prior to hurricane season to discuss, update, and verify the shelter operations plan as outlined in this document.
- Update and revise the shelter operations plan as needed with the input from all associated partners.
- Coordinate with sheltering operations partners before, during, and after a disaster to make necessary resource requests of the State of Florida. Resources could include but are not limited to: cots, water, shelf-stable meals, and other supplies.
- Direct the transition of sheltering operations from risk shelters at the District facilities to host shelters at faith-based, nonprofit, and local government locations.
- Coordinate with the Florida Division of Emergency Management (FDEM) to maintain and update a list of recognized host and risk shelters. Recognized risk shelters will be assessed and surveyed by FDEM staff to verify the buildings meet ARC 4496 standards.

## **As to the District:**

### **Major Responsibilities**

- Designate staff from the District to work as on site **shelter managers** for the District facilities to support risk sheltering in the County. Shelter managers are responsible for providing leadership, supervision, and administrator support for the risk shelters and are responsible for the shelter's overall operation.
- Designate staff from the District to work as **shelter workers** for the District facilities to support risk sheltering in the County. Shelter workers work with the shelter managers to help intake, process, support, and otherwise care for shelterees at a risk shelter. Duties include but are not limited to assisting with registration, setting up cots and other resources, and assisting with other tasks as needed.

### **Specific Objectives**

- Provide initial shelter operations training to the District staff in coordination with the Red Cross and Leon County Emergency Management. All shelter managers and shelter workers should be trained to the Red Cross standards.
- Refresh shelter operations training with the District staff prior to each hurricane season (June 1). All shelter managers and shelter workers should be trained to Red Cross standards.
- In collaboration with Leon County Emergency Management and the Florida Division of Emergency Management, assisting in maintaining and updating a list of recognized host and risk shelters. Recognized risk shelters will be assessed and surveyed by FDEM staff to verify the buildings meet ARC 4496 standards.
- Maintain a list of preferred school sites to be opened as risk shelters, understanding that Leon County Emergency Management may direct the opening of other schools not on the preferred list as the disaster and community need dictates.
- Identify locations within preferred school sites where pet accessible shelter operations are to be set up.

## **As to the Red Cross:**

### **Major Responsibilities**

- Recruit, train, and deploy community volunteers to support risk and host shelter operations in Leon County.
- Provide all training to the District staff and community volunteers. Shelter operations training will be refreshed prior to the beginning of hurricane season (June 1).
- Continue to operate host sheltering in the County by direction of the County or the State of Florida.
- Provide food and other resources for host shelters and risk shelters.

- Provide oversight of shelter managers.

### **Specific Objectives**

- Continue to operate all host sheltering activities for the County in coordination with faith-based, nonprofit, and local government entities. Host sheltering includes receiving evacuees from other communities while the County is not at risk of a direct impact. In addition, host sheltering includes transitioning risk sheltering populations from the District facilities to other faith-based, nonprofit, and local government facilities. This ensures that the District facilities can reopen when schools return to normal operations.
- Warehouse, maintain, and deliver sheltering equipment such as but not limited to: cots, bedding, food supplies, signage, toiletries, etc. Materials will be used in both host and risk sheltering in the County.
- Coordinate with community partners to feed shelterees according to the Red Cross shelter standards.

### **SECTION 3. TIMELINE FOR ACTIVATING SHELTER OPERATIONS PLAN**

The Parties hereto agree to use reasonable efforts to abide by the timeline set forth below:

The following timeline provides a broad overview of actions to be taken to activate and implement the shelter operations plan in preparation for a hurricane, tropical storm, or other natural hazard that can be forecasted days in advance. Leon County Emergency Management acknowledges that not all disasters will have advance notice, however the last two major disasters (Hermine and Irma) to affect the County have provided days of advance notice to prepare and deploy. An “at-a-glance” review of the major responsibilities set forth in this section is attached hereto as Exhibit A and incorporated herein by reference.

This timeline uses the forecasted storm track, specifically 5-day error cone, 3-day error cone, etc.

#### **Five Days from Impact**

The County activates the Shelter Operations Plan and convenes partners to discuss implementation of the plan. Leon County Emergency Management may involve any other agency or community entities at their discretion:



- The County
- The District
- The Red Cross
- Florida Department of Health in Leon County
- Leon County Emergency Medical Services
- Leon County Animal Control
- Big Bend Disaster Animal Response Team
- Leon County Volunteer Services (VolunteerLEON)
- Community Organizations Active in Disaster, leadership representative

#### **Four Days from Impact**

- Leon County Emergency Management designates a Shelter Operations Liaison in the Emergency Operations Center. The Shelter Operations Liaison will assist in coordinating with other entities and providing updates to the Emergency Management Director.
- Leon County Emergency Management directs Shelter Operations Plan participants to assess inventory and resources, including but not limited to: cots, water, shelf-stable meals, and other supplies.
- The District notifies principals and staff of a potential disaster that would necessitate a need for shelter staffing.
- The District assesses shelter manager and shelter worker availability.
- The Red Cross continues activating local and regional volunteers to assist with the possible need for host and risk shelters.
- The Red Cross completes any additional training for shelter managers and shelter workers if needed.
- The Red Cross begins recruiting for just-in-time volunteers to assist with shelter operations.

### **Three Days from Impact**

- Leon County Emergency Management designates risk shelters to open 24-48 hours before impact. These designated shelters strongly considers but is not limited by the FDEM recognized list of shelters as well as the District list of preferred sheltering sites.
- Where applicable, shelter participants such as the Red Cross, Leon County Animal Control, and Big Bend Disaster Animal Response Team, pre-deploy resources to designated shelter locations.
- If necessary, the District makes shelter managers and shelter workers available for just in-time-training by the Red Cross.
- The Red Cross continues any just-in-time training as needed.

### **Two Days from Impact**

- Risk or host shelters open as directed by Leon County Emergency Management. The County will be considered a host community if the error cone no longer includes the County. The County will be considered a risk community if the error cone includes the County.
- The District staffs all risk shelters with the District personnel.
- The Red Cross coordinates with community participants on feeding plans for both risk and host shelters. When possible, the Red Cross also assists FDOH in the County with feeding plans at the special needs shelter if requested.
- At this time, all sheltering resources have been deployed to risk shelters and operations are underway. The Shelter Operations Liaison confirms and reports all activities.
- Pet accessible sheltering is in place at all designated shelters.

### **One Day from Impact**

- Additional risk or host shelters are opened by direction of Leon County Emergency Management.
- Operations continue through the storm's impact.

### **One Day After Impact**

- Leon County Emergency Management convenes Shelter Operations Plan participants to discuss transitioning from risk sheltering to host sheltering. As risk shelters are demobilized, the District staff return to their normal schedules.

- Leon County Emergency Management will prioritize moving from risk sheltering at the District facilities to host shelters at faith-based or other facilities so as to help the community return to normal faster.

If the County is a host community, Leon County Emergency Management coordinates with FDEM to discuss messaging of when evacuees can safely return.

#### SECTION 4. TERMINATION

Any Party may terminate this Agreement without cause, by giving the other Parties not less than thirty (30) days prior written notice of its intent to terminate. In no event shall a Party be required to give the other Parties such thirty (30) days written notice if, in the opinion of the terminating Party, either of the other Parties is unable to perform its obligations hereunder, or if in the opinion of the terminating Party, the services being provided are not satisfactory. In such case, the terminating Party may immediately terminate the Agreement by providing a notice of termination to the other Parties.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of the Parties arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

#### SECTION 5. INDEMNIFICATION

The Parties agree to be fully responsible for their own acts of negligence and agree to be liable for any claims or damages proximately caused thereby; provided, however, that the liability of the County and the District is each subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the others, nor a waiver of sovereign immunity, nor a waiver of any defense the Parties may have under such statute, nor as consent to be sued by third parties.

#### SECTION 6. RECORDS AND RECORDS RETENTION

All Parties shall comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

1. Keep and maintain public records required by the County or the District to perform the Services required under this Agreement.
2. Upon request from the County or the District's custodian of public records, provide the County or the District with a copy of the 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.

3. 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 the Term of this Agreement and following termination of the Agreement if the Parties do not transfer the records to the County and/or the District.

4. Upon termination of the Agreement, transfer, at no cost, to the County and/or the District all public records in possession of the Parties or keep and maintain public records required by the County or the District to perform the Services required hereunder. If the Parties transfer all public records to the County and/or the District upon termination of the Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keep and maintain public records upon termination of the Agreement, the Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County and/or the District, upon request from the County or the District's custodian of public records, in a format that is compatible with the information technology systems of the County or the District.

**5. IF ANY OF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**For County - Kevin Peters, (850) 606-3710, [petersK@leoncountyfl.gov](mailto:petersK@leoncountyfl.gov), 911 Easterwood Drive, Tallahassee, FL 32311.**

**For LCSB - Julie Jernigan, (850) 487-7363, [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net), 2757 W. Pensacola St., Tallahassee, FL 32304.**

**For Red Cross – Nicole King, (850) 878-6080, [nicole.king@redcross.org](mailto:nicole.king@redcross.org), 1115 Easterwood Drive, Tallahassee, FL 32311.**

SECTION 7. NOTICE

- a. Upon execution of the Agreement, each Party shall provide in writing, the name of the Party's staff member who will be responsible for the submission of all Party's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to the County: Name: Mathieu Cavell, Assistant to the County Administrator  
Address: Leon County, County Administration  
301 South Monroe Street, 5<sup>th</sup> Floor  
Tallahassee, FL 32301

Notice to the District: Name: Robert Tricquet, Director, District Security Center  
Address: District Security Center  
3420 West Tharpe St.  
Tallahassee, FL 32303

Notice to the Red Cross: Name: Nicole King, Disaster Program Manager  
Address: American Red Cross – North Florida Region  
1115 Easterwood Drive  
Tallahassee, FL 32311

#### SECTION 8. CONTRACT MANAGEMENT

- a. Kevin Peters, Emergency Management Coordinator, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, unless or until a written notice is provided to the Parties stating otherwise.
- b. No officer, employee, agent or representative of the Parties shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties' performance under this Agreement.

For the purpose of this section, a Party's representative shall include, but not be limited to, the Party, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of said Party.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

#### SECTION 9. MISCELLANEOUS PROVISIONS

- a. Status

The Parties at all times relevant to this Agreement shall be an independent contractor and in no event shall any of the Parties nor any employees or subcontractors under it be considered to be employees of any other Party.

b. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of any Party.

c. Non-Waiver

Failure by any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

d. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

e. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

f. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

g. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Parties shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

h. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

i. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the

remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

j. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government (“Force Majeure”), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

k. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

l. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

m. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County or the District, as separate political subdivisions of the State of Florida, under section 768.28, Florida Statutes, as amended.

n. Attorneys’ Fees and Costs.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs, including attorneys’ fees and costs incurred in litigating entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline,

as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

**IN WITNESS WHEREOF** the Parties evidence this Agreement through the execution of this Tri-Party Agreement For Emergency Shelters by their duly authorized signatures.

**LEON COUNTY, FLORIDA**

**LEON COUNTY SCHOOL BOARD**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_  
Alva Striplin, Board Chair

ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

ATTESTED:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Rocky Hanna, Superintendent of Schools

APPROVED AS TO FORM:  
Leon County Attorney's Office

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

By: \_\_\_\_\_  
Opal McKinney-Williams, Esq.  
School Board Attorney

**AMERICAN RED CROSS  
NORTH FLORIDA REGION**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Bob Pearce, Regional Disaster Officer

\_\_\_\_\_  
Witness #2



**Exhibit A**

Shelter Operations Plan - Responsibility	Leon County Government	Leon County Schools	American Red Cross	Leon County Animal Control	Big Bend DART
Activate the Shelter Operations Plan in preparation for or in response to disaster	X				
Direct the opening of risk and host shelters as dictated by disaster	X				
Update the Shelter Operations Plan annually prior to hurricane season and include the document as an annex to the Comprehensive Emergency Management Plan	X				
Request resources from the State of Florida and ensure all requested aid and resources are deployed	X				
Direct the Florida Department of Health in Leon County to open special needs shelters	X				
Coordinate with local law enforcement (LCSD / TPD) to provide security at shelters	X				
Designate staff to work as shelter managers and shelter workers prior to hurricane season		X			
Assign designated staff to risk shelters as shelter managers and shelter workers (in general, 2 managers per shelter and 12 workers per shelter)		X			
Prior to hurricane season, provide training for shelter managers and shelter workers		X	X		
Deliver resources to operate shelters, including but not limited to: cots, bedding, food supplies, signage, toiletries, etc.			X		
Recruit, train, and deploy community volunteers to support risk and host shelter operations in Leon County			X		
Operate host sheltering in Leon County by direction of Leon County Government or the State of Florida			X		
Support feeding operations for host and risk shelters			X		
Provide pet accessible sheltering resources at designated shelters				X	X
Operate pet accessible sheltering at designated shelters				X	X
Upon request, provide kenneling resources to all risk or host shelters				X	X

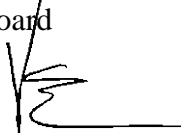
**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

May 8, 2018

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Ratification of the April 24, 2018 Fiscal Year 2019 Budget Workshop

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator, Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Tim Barden, Budget Manager Jelani Marks, Management and Budget Analyst

### **Statement of Issue:**

This agenda item ratifies the Board's actions at the April 24, 2018 Fiscal Year 2019 Budget Workshop.

### **Fiscal Impact:**

This agenda item has a fiscal impact and establishes Board direction for the Fiscal Year 2019 preliminary budget.

### **Staff Recommendation:**

Option #1: Ratify the actions taken by the Board during the April 24, 2018 FY 2019 Budget Workshop regarding the nine Budget Workshop Items.

## **Report and Discussion**

### **Background:**

As specified on the Board adopted budget calendar, a Budget Policy workshop was conducted on April 24, 2018. The purpose of the workshop was to provide staff direction regarding the development of the FY 2019 preliminary budget.

### **Analysis:**

In accordance with the actions taken during the April 24, 2018 Budget Workshop, the Board authorized the following:

#### **1. Workshop Item #1: Fiscal Year 2019 Preliminary Budget Overview**

The Board approved Option #1 as presented:

1. Accept staff's report on the preliminary budget.

#### **2. Workshop Item #2: Reduction in Medical Fees and Modification to the Hardship Policy**

The Board approved Options #1 and #2 as presented:

1. Approve the proposed Fee Schedule and Rate Resolution effective June 1, 2018 (Attachment #1).
2. Approve the amendments to Policy No. 07-1, *Collection of Delinquent Emergency Medical Services Accounts* (Attachment #2).

In addition, the Board directed staff bring back an agenda item at a future date on the Community Paramedic Program.

#### **3. Workshop Item #3: Leon County Sheriff's Office Proposed Training Facility**

The Board approved Option #1 as presented:

1. Authorize the Leon County Sheriff's Office to utilize and improve the Tyson Road property for law enforcement training.

#### **4. Workshop Item #4: Miccosukee Rural Community Sense of Place Plan**

The Board approved Options #1, #2 and #3 as presented:

1. Accept the Miccosukee Rural Community Sense of Place Plan (Attachment #3).
2. Adopt the Multiyear Funding Strategy to implement the Miccosukee Rural Community Sense of Place Plan.
3. Direct staff to bring back an agenda item establishing the Miccosukee Citizens Working Group as a focus group.

**5. Workshop Item #5: Status Update on the “Livable Infrastructure for Everyone” (L.I.F.E.) Program**

The Board approved Options #1 and #2 as presented:

1. Accept the status update on the Livable Infrastructure for Everyone (L.I.F.E.) Program.
2. Approve the minor modifications to Policy No. 16-6, Livable Infrastructure for Everyone (L.I.F.E.) Program (Attachment #4).

**6. Workshop Item #6: Consideration of a Funding Request from Big Bend Crime Stoppers, Inc. (BBCS)**

The Board approved Option #2:

2. Do not direct staff to include \$50,000 in one-time funding in the FY 2019 preliminary budget to support the BBCS request.

**7. Workshop Item #7: Annual Review of Outside Agency Contract for Services**

The Board approved Options #1 and #2 as presented:

1. Funding is tentatively included in the FY 2019 Preliminary Budget for the following agencies.
  - Legal Services of North Florida: \$257,500
  - DISC Village: \$222,759
  - Tallahassee Senior Citizens Foundation: \$179,000
  - St. Francis Wildlife Association: \$71,250
  - Tallahassee Trust for Historic Preservation: \$63,175
  - Whole Child Leon: \$38,000
  - Domestic Violence Coordinating Council: \$25,000
  - United Partners for Human Services: \$23,750
  - Oasis Center: \$20,000
  - Sustainable Tallahassee: \$8,800
  - Sharing Tree: \$10,000
2. As part of the FY 2019 budget, redirect the \$200,000 TMH Trauma Center funding to support the 24% reduction in Emergency Medical Services transport fees (as reflected Workshop Item #2).

**8. Workshop Item #8: Consideration of Funding to Construct Dog Parks in Unincorporated Leon County**

The Board approved Option #1 as presented:

1. Direct staff to include \$30,000 in the Capital Improvement Program in FY 2019, FY 2020, and FY 2021 for design and construction of dog parks in the unincorporated area.

**9. Workshop Item #9: Expansion of Solar Energy at County Facilities**

The Board approved Option #1:

1. Approve using the \$190,000 from the BP Oil Spill settlement to pay for the installation of solar energy improvements on the following County buildings: Leon County Courthouse, the Transfer Station, the Northeast Branch Library and the planned restroom facility at the Apalachee Regional Park.

Other Workshop Discussion

Based on Board discussion, the County Administrator informed the Board that two other agenda items would be presented at a future commission meeting:

1. Status report on the future availability of State surplus properties. An agenda item on this issue will be included at a future date.
2. Efforts to officially have Miccosukee designated as a “Census-designated place” during the upcoming 2020 United States Census for the purpose of enhancing the area’s eligibility for grant funding.

**Options:**

1. Ratify the actions taken by the Board during the April 24, 2018 FY 2019 Budget Workshop regarding the 9 Budget Workshop Items.
2. Do not ratify the actions taken by the Board during the April 24, 2018 FY 2019 Budget Workshop.
3. Board direction.

**Recommendation:**

Option #1.

Attachments:

1. Draft Fees Schedule and Rate Resolution
2. Recommended amended Policy No. 07-1, Collection of Delinquent Emergency Medical Services Accounts
3. Miccosukee Rural Community Sense of Place Plan
4. LIFE Program Policy

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
ADOPTING EMS RATES TO BE CHARGED RECIPIENTS OF EMS SERVICES**

**WHEREAS**, the Leon County Board of County Commissioners is committed to providing Emergency Medical Services to all residents of Leon County; and

**WHEREAS**, the Board desires to provide the most efficient service to all residents; and

**WHEREAS**, the Board recognizes that in order to provide this service that users of the system must pay a fee; and

**WHEREAS**, the Board desires to establish EMS rates in accordance with industry best practices; and,

**WHEREAS**, the Board desires that rates should be adjusted annually to address normal inflationary increases.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

1. Effective June 1, 2018 the EMS rates to be charged by Leon County to recipients of ambulance transportation services are hereby designated below:

<b>EMS Services – Ambulance Transportation</b>	<b>Rate</b>
Basic Life Support Non-Emergency Base	\$446
Basic Life Support Emergency Base	\$713
Advanced Life Support 1 - Non-Emergency Base	\$535
Advanced Life Support 1 - Emergency Base	\$847
Advanced Life Support 2 - Base	\$1,225
Specialty Care Transport Base	\$1,448
Mileage – per mile	\$14.74

2. Effective October 1, 2018 and every subsequent October 1, EMS rates for ambulance transportation services shall be adjusted to 200% of the then current Medicare fee schedule. In the event that the Medicare fee schedule is decreased over the previous year, the EMS rates shall be left unchanged.

3. Effective June 1, 2018 the EMS rates to be charged by Leon County to recipients of non-transport services are hereby designated below:

<b>EMS Service – Non-Transport</b>	<b>Rate</b>
Stand-by, 2 staff with vehicle, 3 hour minimum	\$153 / hour
Stand-by, 1 staff no vehicle, 3 hour minimum	\$76 / hour
First Aid/Assessment	\$293

4. EMS rates for non-transport services shall remain in place unless otherwise adjusted by the Leon County Board of County Commissioners.

DONE AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this the \_\_\_\_ day of \_\_\_\_ 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:

Gwendolyn Marshall, Clerk of Court and  
Comptroller, Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney



## Board of County Commissioners Leon County, Florida

### Policy No. 07 - 1

Title: Collection of Delinquent Emergency Medical Services Accounts

Date Adopted: ~~February 26, 2008~~ May 8, 2018

Effective Date: ~~February 26, 2008~~ May 8, 2018

Reference:

Policy Superseded: Policy No. 07-01, "Collection of Delinquent Emergency Medical Services Accounts," adopted February 13, 2007; revised February 26, 2008

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 07-1, "Collection of Delinquent Emergency Medical Services Accounts," ~~adopted revised~~ revised February ~~26~~13, 2008~~7~~, is hereby further amended and a revised policy is adopted in its place, to wit: superseded and amended as follows:

All users of Leon County Emergency Medical Services (EMS) will be billed and charged in accordance with current Federal and State guidelines for EMS billing, and in accordance with policies established by the Leon County Board of County Commissioners. Leon County will make every effort to collect all monies owed for services rendered by EMS.

The following delinquent accounts shall be turned over to a collection agency:

1. Accounts where the patient is more than 18 years of age.
2. Accounts where the patient is less than 18 years of age and guarantor / responsible party information exists.
3. Accounts that have no pending insurance payments; or where no insurance exists; or in those instances where the insurance claim has been denied by the insurance provider and the last contact with the patient or responsible party has been more than 90 days.
4. Accounts where efforts to contact the patient or responsible party have been exhausted by the billing agency or where the billing agency has attempted to contact the patient or responsible party for 90 days and has had no response.

Policy  
17.02

No.

07

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Collection of Delinquent Emergency Medical Services Accounts

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In no event shall a delinquent account be sent to a collection agency where either:

1. there has been no attempt to follow-up on an insurance claim and no payment rejection decision has been obtained from the third-party payer; or
2. if the patient or responsible party is found by the County Administrator or his designee to be indigent, based upon competent, substantial evidence.

The patient or responsible party (applicant) shall be deemed indigent when the applicant's income is equal to or below the then-current federal poverty guidelines prescribed for the size of the household of the applicant by the U.S. Department of Health and Human Services. Applicants with incomes above 100% of poverty, but at or below 200% of poverty will be charged according to the sliding discount schedule attached as Exhibit A. The sliding discount schedule will be updated during the first quarter of every calendar year with the latest federal poverty guidelines.

The collection agency will utilize all currently acceptable collections practices in accordance with its contract with Leon County, the Federal Fair Debt Collection Practices Act, and the Florida Commercial Collection Practices Act.

A finance charge of 1% per month or 12% APR will be added to all accounts that are referred to the collection agency.

The collection agency will report unpaid accounts to a consumer reporting agency or credit bureau, in accordance with federal and state law.

Once all collection efforts have been exhausted by the collection agency, unpaid accounts will be classified as "efforts exhausted." The Clerk of the Court, Finance Division, and the billing agency are authorized to classify balances of accounts determined to be "efforts exhausted" as uncollectible and write the amount off from the outstanding accounts receivable balance.

The County Administrator is authorized to utilize such forms and procedures reasonably necessary to carry out the provisions of this policy.

Revised ~~2/26/08~~ 5/8/2018

**Exhibit A – Sliding Discount Schedule**

<b>Poverty Level</b>	<b><u>100% or Less</u></b>	<b><u>110%</u></b>	<b><u>120%</u></b>	<b><u>130%</u></b>	<b><u>140%</u></b>	<b><u>150%</u></b>	<b><u>160%</u></b>	<b><u>170%</u></b>	<b><u>180%</u></b>	<b><u>190%</u></b>	<b><u>200%</u></b>	<b><u>&gt;200%</u></b>
<b>Discount</b>	<b><u>100%</u></b>	<b><u>100%</u></b>	<b><u>90%</u></b>	<b><u>80%</u></b>	<b><u>70%</u></b>	<b><u>60%</u></b>	<b><u>50%</u></b>	<b><u>40%</u></b>	<b><u>30%</u></b>	<b><u>20%</u></b>	<b><u>10%</u></b>	<b><u>0%</u></b>
<b>Household Size</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b><u>1</u></b>	<u>\$12,140</u>	<u>\$13,354</u>	<u>\$14,568</u>	<u>\$15,782</u>	<u>\$16,996</u>	<u>\$18,210</u>	<u>\$19,424</u>	<u>\$20,638</u>	<u>\$21,852</u>	<u>\$23,066</u>	<u>\$24,280</u>	<u>\$24,281</u>
<b><u>2</u></b>	<u>\$16,460</u>	<u>\$18,106</u>	<u>\$19,752</u>	<u>\$21,398</u>	<u>\$23,044</u>	<u>\$24,690</u>	<u>\$26,336</u>	<u>\$27,982</u>	<u>\$29,628</u>	<u>\$31,274</u>	<u>\$32,920</u>	<u>\$32,921</u>
<b><u>3</u></b>	<u>\$20,780</u>	<u>\$22,858</u>	<u>\$24,936</u>	<u>\$27,014</u>	<u>\$29,092</u>	<u>\$31,170</u>	<u>\$33,248</u>	<u>\$35,326</u>	<u>\$37,404</u>	<u>\$39,482</u>	<u>\$41,560</u>	<u>\$41,561</u>
<b><u>4</u></b>	<u>\$25,100</u>	<u>\$27,610</u>	<u>\$30,120</u>	<u>\$32,630</u>	<u>\$35,140</u>	<u>\$37,650</u>	<u>\$40,160</u>	<u>\$42,670</u>	<u>\$45,180</u>	<u>\$47,690</u>	<u>\$50,200</u>	<u>\$50,201</u>
<b><u>5</u></b>	<u>\$29,420</u>	<u>\$32,362</u>	<u>\$35,304</u>	<u>\$38,246</u>	<u>\$41,188</u>	<u>\$44,130</u>	<u>\$47,072</u>	<u>\$50,014</u>	<u>\$52,956</u>	<u>\$55,898</u>	<u>\$58,840</u>	<u>\$58,841</u>
<b><u>6</u></b>	<u>\$33,740</u>	<u>\$37,114</u>	<u>\$40,488</u>	<u>\$43,862</u>	<u>\$47,236</u>	<u>\$50,610</u>	<u>\$53,984</u>	<u>\$57,358</u>	<u>\$60,732</u>	<u>\$64,106</u>	<u>\$67,480</u>	<u>\$67,481</u>
<b><u>7</u></b>	<u>\$38,060</u>	<u>\$41,866</u>	<u>\$45,672</u>	<u>\$49,478</u>	<u>\$53,284</u>	<u>\$57,090</u>	<u>\$60,896</u>	<u>\$64,702</u>	<u>\$68,508</u>	<u>\$72,314</u>	<u>\$76,120</u>	<u>\$76,121</u>
<b><u>8</u></b>	<u>\$42,380</u>	<u>\$46,618</u>	<u>\$50,856</u>	<u>\$55,094</u>	<u>\$59,332</u>	<u>\$63,570</u>	<u>\$67,808</u>	<u>\$72,046</u>	<u>\$76,284</u>	<u>\$80,522</u>	<u>\$84,760</u>	<u>\$84,761</u>
<b><u>for each additional person add</u></b>	<u>\$4,320</u>	<u>\$4,752</u>	<u>\$5,184</u>	<u>\$5,616</u>	<u>\$6,048</u>	<u>\$6,480</u>	<u>\$6,912</u>	<u>\$7,344</u>	<u>\$7,776</u>	<u>\$8,208</u>	<u>\$8,640</u>	<u>\$8,641</u>

The income levels included on this matrix are based on the HHS Poverty Guidelines for 2018 and will be updated during the first quarter of every calendar year with the latest federal poverty guidelines.





# MICCOSUKEE

Rural Community | Sense of Place







# Placemaking

In 2016 the Leon County Board of County Commissioners directed the Tallahassee–Leon County Planning Department to conduct the first sense of place study in a rural community. The Strategic Initiative (Q5, EC1) “Perform a Sense of Place study for the Miccosukee community” (2016), was adopted with the Revised Leon County Strategic Plan on January 26, 2016. This strategic initiative related to the Quality of Life Strategic Priority, (Q5) “Create senses of place in our rural areas through programs, planning and infrastructure, phasing in appropriate areas to encourage connectedness” (2012). It also relates to the Economic Strategic Priority, (EC1) “Integrate infrastructure, transportation, redevelopment opportunities and community planning to create the sense of place which attracts talent” (2012). The purpose of the Miccosukee sense of place study is to identify opportunities to help strengthen the connection between people and the Miccosukee community. The initiative will allow citizens to make extraordinary improvements in their community and provide an outlet for proactive and positive change.

During the development of this plan, an opportunity arose for Leon County to acquire ownership of the Concord School site. Knowing that this was an important component to the Miccosukee Community Park, it was apparent that the plan should take into account the potential this site could play in the future of Miccosukee. In November of 2017, this item went before the County Commission and the school board agreed to convey the property to Leon County. With this transaction complete, the plan has moved forward looking at this site and the role it will play in the Miccosukee Community.

Placemaking is not just the act of building or fixing up a space, but a process that fosters the creation of vital public destinations: the kind of places where people feel a strong stake in their communities and a commitment to making things better. Simply put, Placemaking capitalizes on a local community’s existing assets, inspiration, and potential to ultimately create good public spaces that promote people’s health, happiness, and well-being.

A place is more than a sum of its parts and typically has a shared character, personality, or identity. While no place is like any other, one common element runs through each—its people! No one knows more about a place than the people that live there, experience it every day, and make it their own.

A rural community has a sense of place all its own. The rural character is rooted in the settlement patterns of the original inhabitants and the agricultural economy. Out of these roots, emerges a legacy of reliance on the land as a source of pride and livelihood that is carried down from generation to generation.

The geography of the rural community is also unique. The landscape is rich with environmental amenities and a natural aesthetic. Development is dispersed and distances between households and centers of activity are relatively large. Rural communities are also characterized by fewer retail and employment centers and the sense of place is partly defined by the civic and religious institutions that connect community residents.









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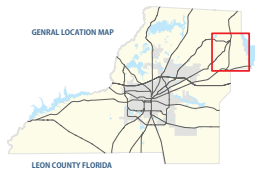
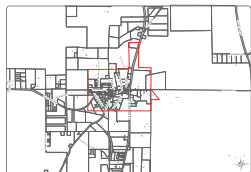
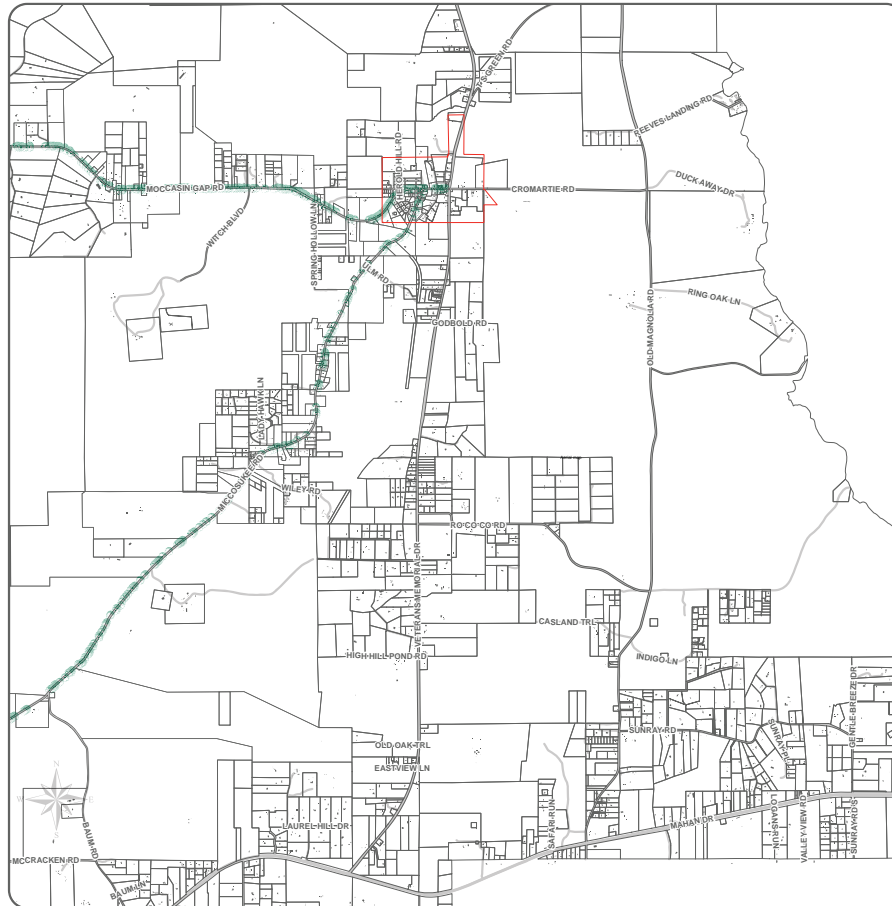




# Introduction to the Miccosukee Community

The Miccosukee community is located in northeast, unincorporated Leon County. This rural community is centered around the intersection of Moccasin Gap Road and Veterans Memorial Drive, and encompasses the Rural and Rural Community zoning and land use categories. The boundaries of Miccosukee are defined by the residents who live and work in the community. The bounds are identified as the Georgia state line to the north, Lake Miccosukee to the east, U.S. 90 (Mahan Drive) to the south, and Bradley's Pond at Old Centerville Road to the west.

The center of the Miccosukee community is marked by a small cluster of community facilities and commercial uses at the two-way stop intersection of Moccasin Gap Road and Veterans Memorial Drive. The commercial uses include the convenience store/gas station and a thrift store in a former U.S. Post Office on the northwest corner of the intersection. Community facilities include the Miccosukee Community Park and recreation area to the southeast, and a nearly 3,000 square foot Community Center approximately 500 feet west of the intersection on Moccasin Gap Road. The Miccosukee Community Park includes the approximately 7,500 square foot Concord (Old Miccosukee) School building previously owned by the Leon County School Board. In January of 2018 this site was acquired by Leon County Government and currently serves the Miccosukee Boys and Girls Club. Beyond the central intersection lies a historic church, residential properties, and a small gated subdivision, Shire Ridge, to the west. Beyond the Rural Community zone lies Reeves Fish Camp to the east and a number of estate homes and hunting plantations.



# History

The Miccosukee community is rich with history dating back to the Creek Native Americans that once inhabited the area, to the small community of churches, schools, and general stores that were established in the 19th century to serve the growing agricultural industry. Settlers were drawn to Miccosukee for the fertile soil, resulting in the formation of some of the area's largest cotton plantations. Following the Civil War, large tracts of land were purchased as quail hunting estates by northern industrialists, but agriculture remained the dominant economic force and, as a result, the Florida Central Railroad service was established by 1887. Agriculture sustained the community until the boll weevil insect infestation of 1916 drastically slowed agricultural production and eventually resulted in the discontinuation of railroad service in the 1940s following the Great Depression. The legacy of the agricultural plantations and their subsequent decline is a common plot in the personal histories of the community's multi-generational residents.

The Miccosukee community was designated a Florida Heritage Site in 2004 by the Leon County Board of Commissioners and the Florida Department of State. A sign commemorating the designation is erected near the intersection of Veterans Memorial Drive and Moccasin Gap Road. Several historically significant properties have been added to the National Register of Historic Places including the Miccosukee Methodist Church and three historic homes on Veterans Memorial Drive. The original site of the Concord Schoolhouse is another historically significant place in Miccosukee. The schoolhouse was constructed in 1897, during the Reconstruction Era, to serve African-American students in the community. Following integration, the school was combined with the Miccosukee School, which operated until the 1980s. The historic Concord Schoolhouse structure was relocated to the Tallahassee Museum and is now a part of the "Old Florida" exhibit.







## Community Assets

### Rural Character + History

The scenic beauty of rural Miccosukee is one of its greatest assets. Both Moccasin Gap Road and Miccosukee Road are designated as canopy roads and provide entries to the community that contribute to the idyllic character and natural aesthetic. The landscape is characterized by low-density residential development, open fields, recreational uses, and limited community services.

Recreational opportunities in Miccosukee provide a unique alternative to what's available in the city. The rural community boasts natural amenities for outdoor recreation including hunting and fishing. The area is very popular with regional cyclists; hundreds of riders from across the U.S. flock to Miccosukee for the renowned Spaghetti 100 race each November. Reeve's Landing and Cypress Landing, on Lake Miccosukee, are public facilities owned and maintained by Leon County and contribute to the area's recreational options.

Miccosukee's rich cultural history is another significant asset of the community. This history is reflected in the preservation of historic structures and several have been added to the National Register of Historic Places. Additional historic resources are present in the mature vegetation, majestic oaks, and vernacular architecture of churches, schools, and homes constructed in the 19th and early 20th centuries.





# Public Spaces + Community Facilities

Public spaces and community facilities create opportunities for area residents to connect with one another and their surroundings. Miccosukee is served by two such spaces, each within 500ft of the central intersection at Moccasin Gap Rd and Veterans Memorial Drive.

- The Concord (Old Miccosukee) School, constructed in 1940, and Community Park is a combined educational facility and recreation area with a playground and ball fields. The school building and associated recreation facilities once served as a community school that was closed in the 1980s. Today, the building houses the Miccosukee Boys and Girls Club, and is owned and maintained by the Leon County Government as of January 2018. This building is nearly 78 years old and is currently in need of major renovations to continue operating as a community amenity.
- The Miccosukee Community Center is a 2,404 square foot multi-purpose room with a kitchen and restrooms, located on approximately one acre at the corner of Moccasin Gap Road and Billingsley Road. The Community Center is owned and operated by Leon County Government, and can be rented for use. It also serves as the location of weekly community activities including exercise classes and tutoring, as well as occasional Senior Center Lunch and Learn meetings. The existing structure is at a point where the maintenance cost required to upkeep the building is going to cost more than the building value.

## Civic + Religious Institutions

The Miccosukee rural community also benefits from the presence of active civic and religious institutions. Organized groups of individuals, united by a set of shared beliefs or purpose, add value to the community. For example, the Miccosukee Youth Education Foundation (MYEF) provides bi-weekly tutoring for school-aged children, adult education courses, and summer classes at the Miccosukee Community Center. Many community members are also involved in one of the four local churches that provide weekly services and community assistance.





## Goals

Through public engagement events and several site visits with the residents of the greater Miccosukee Community, conversations with a broad range of residents revealed both strong connections to their community and a variety of priorities they have for the area. While a diverse range of perspectives were expressed, many common themes arose. One common theme was the importance of preserving what makes the Miccosukee community unique by maintaining its rural character.

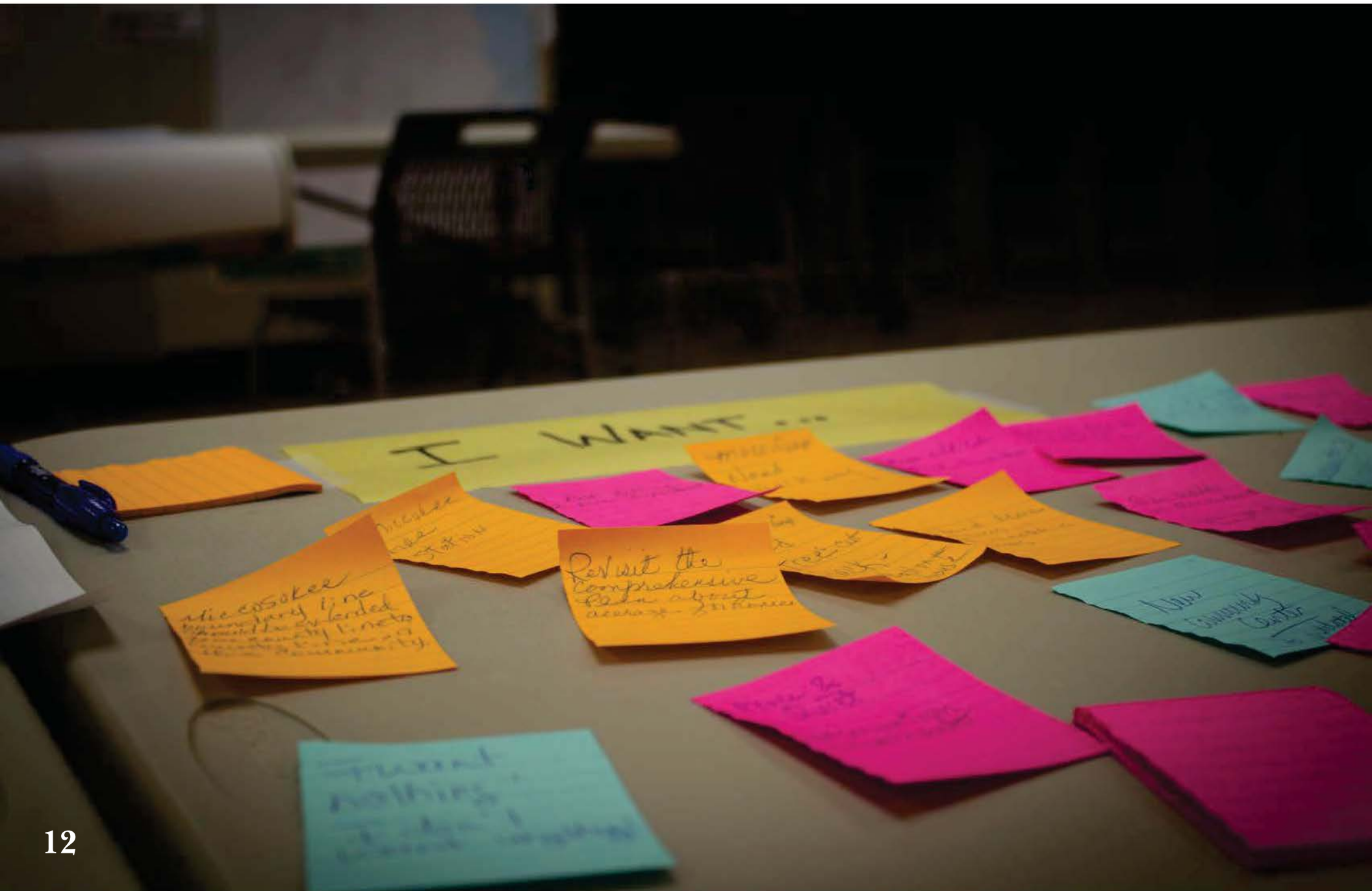
**This plan identifies a series of goals, objectives, and strategies to strengthen the identity of the Miccosukee Community and address the priorities of all the citizens.**

### Goals include:

- Goal 1: Facilitate Community Engagement While Promoting Identity and History
- Goal 2: Communicate Land Development Opportunities and Constraints
- Goal 3: Explore Opportunities to Enhance Community Services
- Goal 4: Improve Transportation Safety









# Goal 1: Facilitate Community Engagement While Promoting Identity and History



## VILLAGE OF MICCOSUKEE

In 1778 the British mapped this once thriving community, originally called "Mikasuki," with "sixty houses, a square, 28 families and 70 gunmen." The village was first settled by Native Americans of Creek descent who were often in armed conflict with white settlers. In 1818 Andrew Jackson and his men invaded, defeating the forces of village leader Kinhagee. Most of the Native Americans fled, but the area's fertile soil drew settlers and the area was soon resettled. A U. S. Post Office was built in 1831, as were churches, schools, and general stores. The town became a prime location for some of the area's largest cotton plantations. After the Civil War, agriculture remained the mainstay, and by 1887 a railroad served the community. In the 1890s, wealthy northern industrialists began purchasing large tracts of land to use as winter quail hunting estates, taking thousands of acres of land out of agricultural production. Yet the community continued to thrive until the boll weevil insect infestation of 1916 and the Great Depression (1929-1935) destroyed Leon County's agricultural base. The rail line ceased operations by the mid-1940s, leaving the Miccosukee community of today rich in turn-of-the-century charm.

A FLORIDA HERITAGE SITE  
SPONSORED BY THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE FLORIDA DEPARTMENT OF STATE

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**MICCOSUKEE**  
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## Objective 1.1: Establish a Miccosukee Citizens Working Group

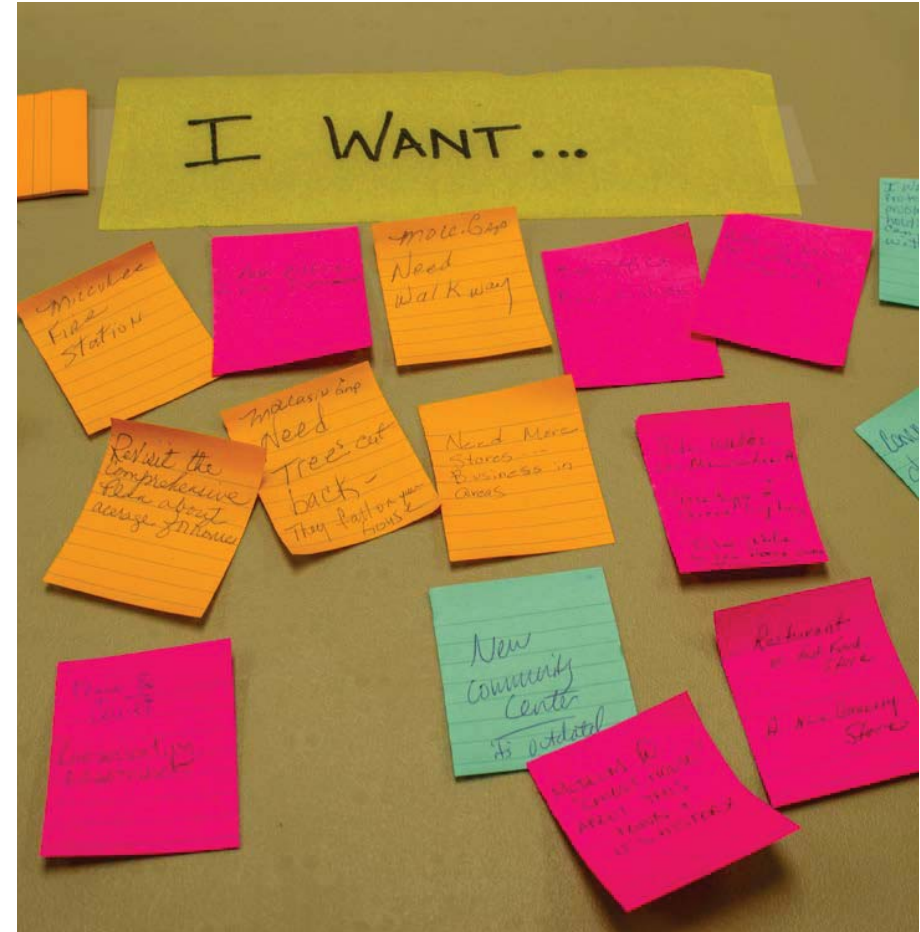
The working group could be similar to that of the Midtown Merchant Association, which implements the Midtown Action Plan. This has been beneficial to Midtown as a way for those involved in the area to meet and discuss ideas and goals.

The working group will work to accomplish the goals and objectives in this plan. In addition, this group will organize others to become more involved in the community to help accomplish the vision of this plan.



### Strategies

- Identify community leaders
- Determine the minimum number of members needed for the group
- Identify members to make up a board to represent all of Miccosukee
- Have the working group schedule regular meetings to discuss the Miccosukee community vision and report information to the county liaison
- Identify a county liaison
- Use the group to identify issues that need to be addressed by the community.



LEAD:  
Office of Resource Stewardship

POTENTIAL PARTNERS:  
Miccosukee Citizens Working Group

## Objective 1.2: Develop a Process to Document and Record the History of Miccosukee

Documenting and recording the history of Miccosukee will ensure that future generations are aware of the community's unique value and heritage. This process may also serve as the foundation for future projects and other objectives, such as heritage festivals, historic markers, or a museum.



### Strategies

- Identify a community history team
- Set a regular meeting schedule and location with the team
- Identify tools and resources, such as the StoryCorps app and StoryCorps.me
- Review archives at floridamemory.com
- Have oral history recording sessions

<p><b>LEAD:</b> Miccosukee Citizens Working Group</p>	<p><b>POTENTIAL PARTNERS:</b> FAMU History Department FSU History Department Leon County Library</p>	<p>State of Florida Archives Tallahassee Historical Society WFSU</p>
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## Objective 1.3: Host an Annual Community Festival That Recognizes the Heritage and History of Miccosukee

Miccosukee has a long, fascinating history that could serve as the basis for a community festival. Many residents have researched the community's history, which could be expressed through a community event as a way to celebrate this history with others. Hosting a festival with local farmers, makers, and community members who can speak about the history of Miccosukee provides an opportunity to document, share, and develop pride in Miccosukee's heritage.



### Strategies

- Identify a community advocate and organizer
- Build a team to plan and organize the event
- Set a regular meeting schedule and meeting location with the team
- Determine the location of the event, such as the community center or community park
- Recruit farmers, makers, and other vendors
- Identify speakers who can tell interesting and engaging stories about the community

<p><b>LEAD:</b> Miccosukee Citizens Working Group</p>	<p><b>POTENTIAL PARTNERS:</b> The Council on Culture and Arts (COCA)</p>
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## Objective 1.4: Identify Historic Places Within the Community

Identifying historical places in the community can support the telling of Miccosukee’s story and provide the basis for future efforts, such as historic district designations and the installation of historic markers.



### Strategies

- Identify a community advocate and organizer
- As a community, identify potential historic places
- Work with the Tallahassee–Leon County GIS Department to map historic sites
- Determine how to honor/ tell the story of these places
- Work with Tallahassee–Leon County Planning Department to evaluate historic preservation overlay zoning where appropriate
- Where appropriate, apply for Florida Department of State Division of Historical Resources historic markers to identify historic resources
- Apply for Florida Department of State Division of Historical Resources historic preservation grants

LEAD:  
Miccosukee Citizens Working Group

POTENTIAL PARTNERS:  
FAMU History Department  
FSU History Department  
Tallahassee–Leon County GIS  
Tallahassee–Leon County Planning Department  
Tallahassee Trust for Historic PreservationS

## Objective 1.5: Identify Cemeteries as Significant Places

Miccosukee has multiple cemeteries throughout the community that are of importance to the community and its history. Identifying these cemeteries can share a piece of the community’s history with visitors.



### Strategies

- Identify a community member to take the lead
- Conduct a meeting to identify the location of all the cemeteries in the community
- Work with Tallahassee–Leon County GIS Department to map sites
- Work with Tallahassee–Leon County Planning Department to develop a cemetery wayfinding system

LEAD:  
Miccosukee Citizens Working Group

POTENTIAL PARTNERS:  
FAMU History Department  
FSU History Department  
Tallahassee–Leon County Planning Department  
Tallahassee Trust for Historic Preservation

## Objective 1.6: Acknowledge the Significance of Both the Concord School and the Miccosukee School

Miccosukee was home to two schools, the Concord School and the Miccosukee School. The Concord School was built in 1897 and became one of the five largest African-American rural schools in Leon County. In the 1960s, the Concord School was combined with the Miccosukee School and the site renamed Concord School. The original Concord schoolhouse is preserved at the Tallahassee Museum. Consideration could be given to reflecting the history of the two schools at the current Concord Elementary (Old Miccosukee) School site.



### Strategies

- Identify a community advocate and organizer
- As a community, document the story of the two schools
- Work with the Tallahassee–Leon County Planning Department on how to implement the objective (i.e. a site marker, plaque on school, etc.)

LEAD:  
Miccosukee Citizens Working Group

POTENTIAL PARTNERS:  
Office of Resource Stewardship  
Tallahassee–Leon County Planning Department  
Tallahassee Museum

## Objective 1.7: Re-Establish the Community Garden

Community gardens make important contributions to all facets of sustainability. By providing access to fresh produce, gardens save participants money, increase access to healthy food, and cut down the amount of fossil fuel used to get food to the dinner table. In addition, community gardens provide educational opportunities and a place to share cultural heritage.



### Strategies

- Apply for a materials, technical support, and a grant from the Leon County Community Gardens program
- Apply to the Damayan Garden Project for community garden support
- Request technical assistance from the Leon County UF/IFAS Extension Office
- Working Group will schedule community garden work days
- Work with potential partners to hold demonstrations and classes about gardening
- Establish the Seed Library Program on this site

LEAD:  
Miccosukee Citizens Working Group

POTENTIAL PARTNERS:  
Florida A&M University  
Leon County UF/IFAS Extension Office  
Leon County Office of Sustainability  
Sustainable Tallahassee  
Damayan Garden Project







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# Goal 2: Communicate Land Development Opportunities and Constraints



## Objective 2.1: Provide Training and Updates on Development and Permitting Regulations

Many residents have misinformation about regulations and codes and are not up to date on current procedures. Providing updated standards keeps community members in the know and helps them in making decisions about their property. As property is handed down from one generation to the next, the citizens would like to understand how the property can be split and developed. This would also include density, stormwater regulations, environmental regulations, etc.



### Strategies

- Hold a Development Support and Environmental Management training/informational session with questions and answers twice a year at the Miccosukee Community Center
- Provide information to the citizen of any potential regulation changes that could affect development
- Rural Lego Exercise

**LEAD:**  
Development Support & Environmental Management

**POTENTIAL PARTNERS:**  
Leon County Community and Media Relations  
Tallahassee–Leon County Planning Department

## Objective 2.2: Conduct a Commutiy Workshop on the Canopy Roads Management Plan

Several Miccosukee residents have property within the Canopy Roads Protection Zone. Some of these citizens have owned and/or resided on the properties for years and have a wealth of knowledge they can provide as input on the Canopy Roads Plan.



### Strategies

- Have the Canopy Road Citizens Community (CRCC) liaison meet with the Miccosukee citizens to gather input

**LEAD:**  
Canopy Road Citizens Community Liaison

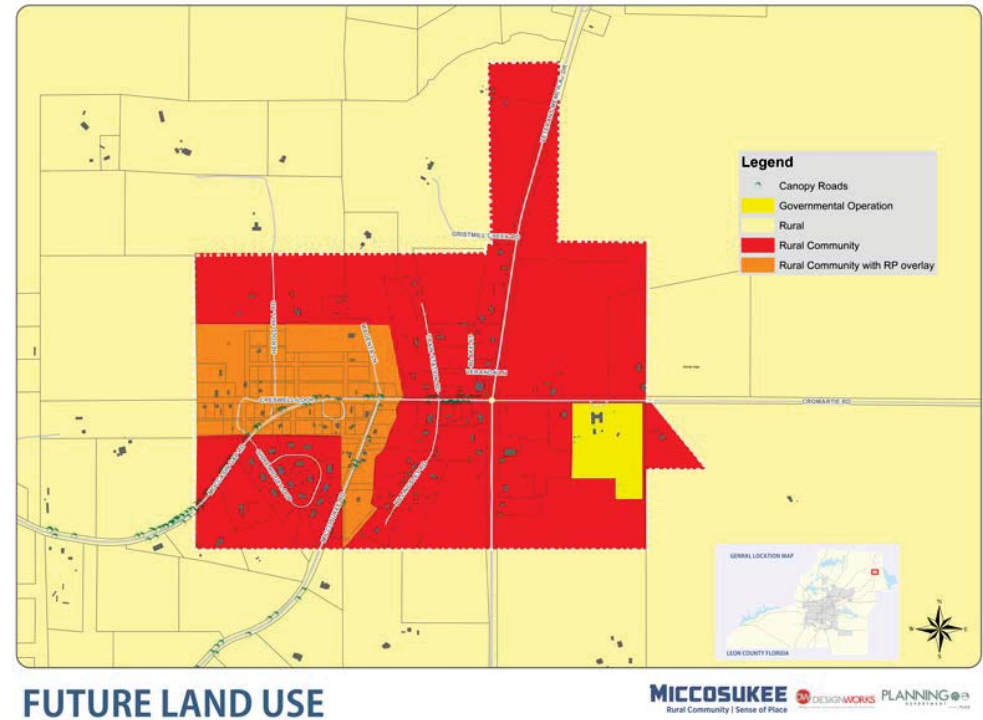
**POTENTIAL PARTNERS:**  
Canopy Road Citizens Community Board

### Objective 2.3: Re-Evaluate the Residential Preservation Overlay with the Rural Community Land Use and Zoning

The Rural Community land use category on the Future Land Use Map is intended to distinguish long-established unincorporated communities located outside the Urban Service Area. The Rural Community land use category allows residential uses and small business commercial districts where minor office and small- to moderate-sized commercial development provide local and surrounding rural residents access to basic shopping opportunities. The existing Residential Preservation Overlay in Miccosukee limits the uses allowed to only residential development. The Residential Preservation Overlay does not include established residential developments, but rather limits the allowable uses at the intersection of Miccosukee Road and Moccasin Gap Road and along Moccasin Gap in the eastern portion of the community. The removal of the Residential Preservation Overlay in Miccosukee would allow for small-scale commercial uses to serve the general Miccosukee area.

#### Strategies

- The Comprehensive Planning team at the Tallahassee–Leon County Planning Department can evaluate the implications of removing the Residential Preservation Overlay
- The Tallahassee–Leon County Planning Department can process a Comprehensive Plan Map Amendment and associated rezoning as part of a future Comprehensive Plan Amendment Cycle
- Other Future Land Use Map amendments can be evaluated during the larger Comprehensive Plan Update process



LEAD:  
Miccosukee Citizens Working Group

POTENTIAL PARTNERS:  
Tallahassee-Leon County Planning Department









# Goal 3: Explore Opportunities to Enhance Community Services





### Objective 3.1: Consolidate the Community Center with the Amenities at the Concord School Site

Through a recent land transaction between the Leon County School Board and Leon County Government, Leon County Government now has ownership of the Concord School site. Having previously held the surrounding properties, Leon County Government now holds the entire 15.9 acre site that includes all the ball fields, the community garden, Concord School, and other amenities. Incorporating the community center into this site with the other amenities would enhance the community experience of its users. In addition, having one location that provides all the community amenities will help centralize activities and create a hub for the community.



#### Strategies

- Identify potential uses and enhancements to both facilities and grounds to serve community needs
- Determine and prioritize the improvements needed to bring the existing building up to current standard as a county facility
- Prioritize funding to begin the process of revitalizing the Concord School building.
- Establish the Concord School site as an emergency comfort station after weather and emergency events
- Explore opportunities to incorporate mobile connectivity on the Concord School site
- Incorporate access to electricity and internet to outdoor public gathering spaces at the Concord School site
- Explore options for library services on this site
- Monitor the need of having a volunteer fire station as the community grows

LEAD:  
Office of Resource Stewardship

POTENTIAL PARTNERS:  
Tallahassee- Leon County  
Planning Department- DesignWorks

### Objective 3.2: Address Garbage at the Concord (Old Miccosukee) School Dumpster

The dumpster off Cromartie Road, on the property of the Miccosukee Park, has been used as a bulk item dumping ground. Many residents have expressed concerns over these items being dumped on the site and the nuisance it is to the community. During the development of this plan Leon County Government acquired ownership of this parcel and addressed this matter. The site will be maintained to the same high standard as the other parks throughout the county.



#### Strategies

- Should this issue return, contact the Leon County Solid Waste Management Division (850.606.1800) to make them aware or use the Citizen Connect Application: <http://www2.leoncountyfl.gov/service-request/>

LEAD:  
Leon County Solid Waste Management Division

POTENTIAL PARTNERS:  
Miccosukee Citizens Working Group

### Objective 3.3: Explore opportunities to create a historical feature that represents the old Miccosukee Rail Depot and the Miccosukee Community

In the 1940s and prior Miccosukee was home to its on Rail Depot. This depot was located on, what is today, the property line of two Leon County Properties, one of which currently has the Miccosukee Community Center. With the existing community center building being in decline, and consolidating the uses on the Concord School site, it is inevitable that the building will be removed and the site revisioned. This is an opportunity to share the story of the Miccosukee community while including an outdoor gathering space for residents.



#### Strategies

- Research the Miccosukee Rail Depot History and community history
- Identify potential uses and enhancements for the site
- Begin the process of sharing the history of Miccosukee

LEAD:  
Office of Resource Stewardship

POTENTIAL PARTNERS:  
Tallahassee- Leon County  
Planning Department- DesignWorks

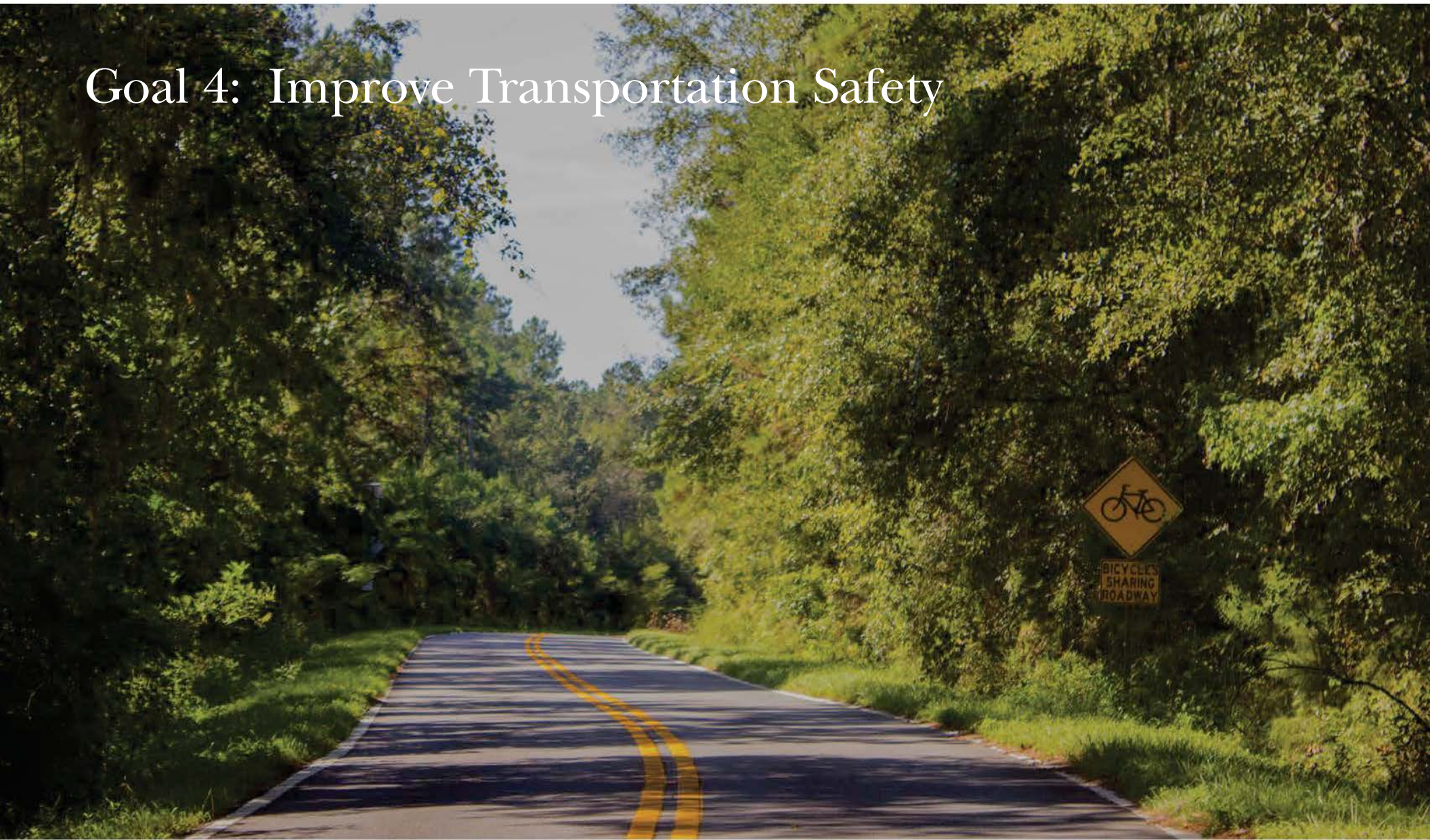








# Goal 4: Improve Transportation Safety





## Objective 4.1: Explore Opportunities to Provide Wider Shoulders on Veterans Memorial Drive for All Road Users

Through community meetings residents expressed concerns over cyclist safety on the roads. Wider shoulders can provide room on the road that would help increase the safety for the cyclist. In addition, this treatment would allow space for vehicles to pull off the road in an emergency situation. Due to constraints with Canopy Roads and existing right away, Veterans Memorial would be most feasible option for this treatment.



Benefits of shoulders for all road users:

- Allowing for driver error and providing space to make evasive maneuvers
- Increasing the sight distance for through-vehicles and for those entering the roadway
- Providing structural support for the pavement, moving surface water farther from the travel lanes, reducing damage to the base and subgrade as well as reducing hydroplaning, splash and spray
- Providing space for maintenance operations and signs
- Providing space for disabled vehicles, mail delivery and bus stops

In many cases, a paved shoulder can add one more critical benefit:

Providing space for bicyclists and pedestrians

Directly quoted from: [http://www.clrp.cornell.edu/nuggets\\_and\\_nibbles/articles/2013/accommodating.html](http://www.clrp.cornell.edu/nuggets_and_nibbles/articles/2013/accommodating.html)

### Strategies

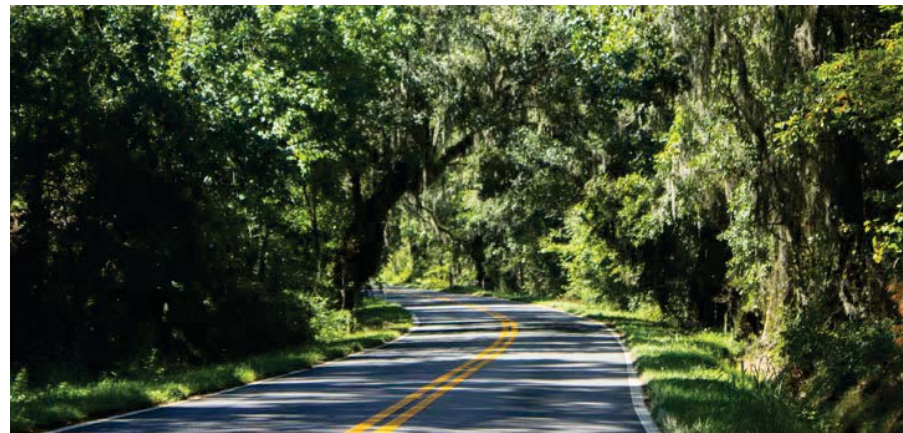
- Explore phasing options for segments of Veterans Memorial Drive, beginning with areas between U.S. Highway 90 (Mahan Drive) and Cromartie Road (~5.29 miles))
- Identify any roadway improvements planned for Miccosukee
- Work with Leon County Public Works to incorporate this into resurfacing projects or other improvements
- Coordinate with the Capital Region Transportation Planning Agency to identify projects appropriate for the Transportation Improvements Program and the Regional Mobility Plan

LEAD:  
Leon County Public Works

POTENTIAL PARTNERS:  
Capital Region Transportation Planning Agency  
Miccosukee Citizens Working Group Tallahassee-  
Leon County Planning Department

## Objective 4.2: Explore Opportunities to Increase the Lighting on Road Segments

Providing lighting will increase the safety of drivers and pedestrian. This should be provided in a way that does not take away from the rural character of the community. Dark sky principles (lighting that is directed towards the ground to avoid light pollution in the sky) should be considered with this type of project.



### Strategies

- Identify roadway segments where lighting is needed
- Work with Leon County Public Works to incorporate this into other improvements through the Livable Infrastructure For Everyone (LIFE) Program and Street Lighting program to determine the feasibility of providing street lighting

LEAD:  
Leon County Public Works

POTENTIAL PARTNERS:  
Miccosukee Citizens Working Group



### Objective 4.3: Explore Opportunities to Provide Sidewalks from the Community Center Site to the Concord (Old Miccosukee) School

The Miccosukee Community Center site and the Concord School bookend the walkable destinations in the Miccosukee community spanning a distance of about 2,170 feet. Providing a sidewalk in this area would allow for a safer route between these two popular community destinations.



#### Strategies

- Identify any roadway improvements planned for Miccosukee
- Work with Leon County Public Works to discuss potential opportunities
- Identify funding sources, e.g., the Livable Infrastructure For Everyone (LIFE) Program
- Seek right-of-way donations where Leon County Government does not own land

<p><b>LEAD:</b> Leon County Public Works</p>	<p><b>POTENTIAL PARTNERS:</b> Capital Region Transportation Planning Agency Miccosukee Citizens Working Group Tallahassee–Leon County Planning Department</p>
--	---

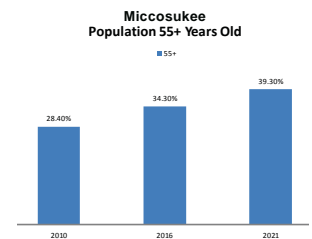
### Objective 4.4: Monitor the Transportation Needs of the Aging Population

The 55+ population of Miccosukee has increased significantly since 2010 and is projected to continue this growth pattern into the future (see Appendix C, page 37). As the community ages, the need for transportation to and from the grocery store, doctor appointments, and other basic services will increase. This demographic shift will require better access to regular transportation options. Currently, StarMetro, who houses data on ridership, has not seen an increase in ridership for this area since 2010. To date, the Miccosukee area has only eight registered users, and within in the last year, four individuals have used the service for a total of 235 trips.



#### Strategies

- Monitor ridership on a yearly basis
- Determine if ridership is increasing
- Identify a transportation solution as the needs increase



<p><b>LEAD:</b> Miccosukee Citizens Working Group</p>	<p><b>POTENTIAL PARTNERS:</b> Apalachee Regional Planning Council Big Bend Transit Leon County Senior Outreach Program</p>
---	--









## Plan Evaluations and Updates

The Miccosukee Rural Community Placemaking Action Plan is meant to be a guide to enhance the Miccosukee Community. To account for the projects that have been accomplished, this plan should be evaluated two years from the adoption date. In addition to seeing the achievements, the evaluation will allow the priority list of projects to be reevaluated to determine if the projects should be realigned to meet the current climate of the community. Through the evaluation process, the plan may be amended to reference the projects that have been accomplished and updated with information on each of these projects. As the community deems necessary, projects may be added to the plan during the evaluations. At the two-year evaluation, an appropriate schedule for the next evaluation can be determined.





# Appendix A: Miccosukee Community Public Meetings Notices

October 20 - 22, 2016 / Miccosukee Community Center, 13887 Mocassin Gap Road

**HAVE IDEAS**  
TO STRENGTHEN THE  
MICCOSUKEE COMMUNITY?  
IS THERE ANYTHING YOU  
WOULD LIKE TO SEE IN THE AREA?  
COME JOIN US AND SHARE YOUR IDEAS!

**MICOSUKEE**  
Rural Community | Sense of Place

THURSDAY - SATURDAY | OCTOBER 20-22  
THURSDAY & FRIDAY NOON - 8 PM  
SATURDAY 8 AM - 5 PM

**MICOSUKEE COMMUNITY CENTER**  
13887 MOCCASIN GAP ROAD  
TALLAHASSEE, FL 32309

YOUR INPUT WILL BE USED IN DEVELOPING THE MICCOSUKEE RURAL COMMUNITY SENSE OF PLACE PLAN. REPRESENTATIVES FROM THE TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT AND LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT WILL BE PRESENT.

FOR MORE INFORMATION, CONTACT DEVAN LEAVINS,  
TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT, AT 850.891.6400.

**PLANNING DEPARTMENT**  
A COMMITMENT TO PLACE

## Leon County Seeks Input from the Miccosukee Rural Community

Monday, October 17, 2016

### Leon County Seeks Input from the Miccosukee Rural Community

**WHO:** Leon County  
**WHAT:** Community Meeting  
**WHEN:** Thursday – Saturday, Oct. 20-22 at various times  
**WHERE:** Miccosukee Community Center, 13887 Mocassin Gap Road

In its continuous focus and commitment to engage citizens, Leon County will host a series of public meetings to gain input on ways to strengthen the Miccosukee Rural Community. The meetings will be held on Thursday, October 20 and Friday, October 21 from noon to 8 p.m., and Saturday, October 22 from 8 a.m. to 5 p.m. at the Miccosukee Community Center, 13887 Mocassin Gap Road.

During these times, citizens can visit the community center to share ideas to enhance and shape the Miccosukee community. Representatives from the Tallahassee-Leon County Planning Department and Leon County Department of Development Support and Environmental Management will be present to listen, answer questions, and discuss various topics.

The meetings will be conducted as informal design workshops where citizens can attend at their convenience during the three days and provide input. The meetings will be used to develop a Miccosukee Rural Community Sense of Place plan.

For more information, contact Devan Leavins, Tallahassee-Leon County Planning Department, at (850) 891-6441 / [Devan.Leavins@talgov.com](mailto:Devan.Leavins@talgov.com) or Mathieu Cavell, Leon County Community and Media Relations, at (850) 606-5300 / [cmr@LeonCountyFL.gov](mailto:cmr@LeonCountyFL.gov)

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# Appendix A: Miccosukee Community Public Meetings Notices

March 22, 2016 / Miccosukee Community Center, 13887 Mocassin Gap Road



COME JOIN US AND SHARE YOUR IDEAS!

## MICCOSUKEE

Rural Community | Sense of Place

# COMMUNITY MEETING

**THURSDAY, MARCH 22, 2018**  
TWO MEETINGS  
12 NOON - 1:30 PM & 6 PM - 7:30 PM

**MICCOSUKEE COMMUNITY PARK**  
15011 CROMARTIE RD, TALLAHASSEE, FL 32309

CITIZENS WILL HAVE THE OPPORTUNITY TO REVIEW  
THE DRAFT PLAN BASED ON THE COMMENTS FROM  
THE COMMUNITY MEETING BACK IN 2016.

**PLANNING** DEPARTMENT  
a division of PLACE

## Leon County Seeks Input from the Miccosukee Rural Community

**Leon County Seeks Input from the Miccosukee Rural Community**

**WHO:** Leon County  
**WHAT:** Community Meeting  
**WHEN:** Thursday, March 22 at noon and 6 p.m.  
**WHERE:** Miccosukee Community Park, 15011 Cromartie Rd.

In its continuous focus and commitment to engage citizens, Leon County will host two public meetings to gain input on ways to strengthen the Miccosukee Rural Community. The meetings will be held on Thursday, March 22 from noon to 1:30 p.m. and again from 6 p.m. to 7:30 p.m. at the Miccosukee Community Park, 15011 Cromartie Rd. Both meeting agendas will be the same, but offered twice for convenience.

During these times, citizens can visit the Miccosukee Community Park to share ideas on the draft Miccosukee Sense of Place Plan. The draft plan was developed with input received from citizens in late 2016. Representatives from the Tallahassee-Leon County Planning Department and Leon County Office of Resource Stewardship will be present to listen, answer questions, and discuss various topics.

For more information, contact Devan Leavins, Tallahassee-Leon County Planning Department, at (850) 891-6441 / [Devan.Leavins@Telgov.com](mailto:Devan.Leavins@Telgov.com) or Mathieu Cavell, Leon County Community and Media Relations, at (850) 606-5300 / [cmr@LeonCountyFL.gov](mailto:cmr@LeonCountyFL.gov).

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# Appendix B: Summary of Topics Discussed at Public Meetings

## Development and Permitting

- Stormwater requirements and holding ponds
- Permits
- Constraints to building on property
- Property taxes
- Urban sprawl
- Ability to divide property for family
- Wind load requirements for structures
- Ability to get financing for development
- Smaller property owners versus larger landowners
- Barriers to entry for people moving back to Miccosukee
- Illegal subdivisions
- Canopy road zones
- Septic tanks

## Land use and density

- Allowable density
- Miccosukee is surrounded by large landowners and plantations
- Rural Community Land Use
- Residential Preservation overlay

## Community Services

- Fire fee
- Fire stations
- Fire hydrants
- Satellite office with law enforcement and a medical office

- Homeowner's insurance policies
- Community center
- A library branch
- Leon County Government Annex
- Crime prevention program
- Talquin water availability
- Internet availability
- Access to facilities at the park
- Emergency/storm shelter
- Conservation lands
- Lighting behind the community center
- Paving the parking lot behind the community center
- Garbage pick up
- Tree maintenance
- Emergency response times
- Volunteer fire department
- Elementary school or charter schools
- Vending machines in Community Center
- Space for exercise, games, and community functions
- More activities for children and seniors
- Community garden for adults and children
- Regular daily open hours for Community Center
- Build new Community Center instead of renovating the Concord School

## Canopy Roads

- Canopy road buffer zone
- Safety concerns

- Vehicles and driveway lines of sight
- Falling limbs and trees
- Tree branches in the electric lines
- Clearing underbrush
- Speed humps to slow traffic at Veterans Memorial / Moccasin Gap intersection

## Community Characteristics

- People identify as Miccosukee for miles
- The community desires to come together across race/ethnic, political, and land ownership divisions
- Branding historic resources to create a sense of place
  - Ghost house
  - Historic train path
- Young people move away and do not return
- Creation of jobs in the community
- Concord school, Indian Spring Church, and the Miccosukee Community Center are the three polling places instead of one central community location
- Develop an annual festival
- Develop a farmers' market
- Host a car show
- Collect and display local artifacts

## Transportation

- Street Lighting
- Sidewalks to connect community features
- Bike lanes or paved shoulders

- Deep ditches along the roads
- Reflectors on the road
- Speeding
- Conflicts between cyclists and automobiles
- Walking, biking, and horse riding trails

## Summary of comments from the Miccosukee Youth Educational Foundation

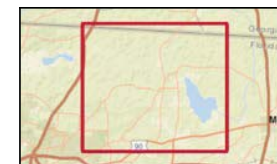
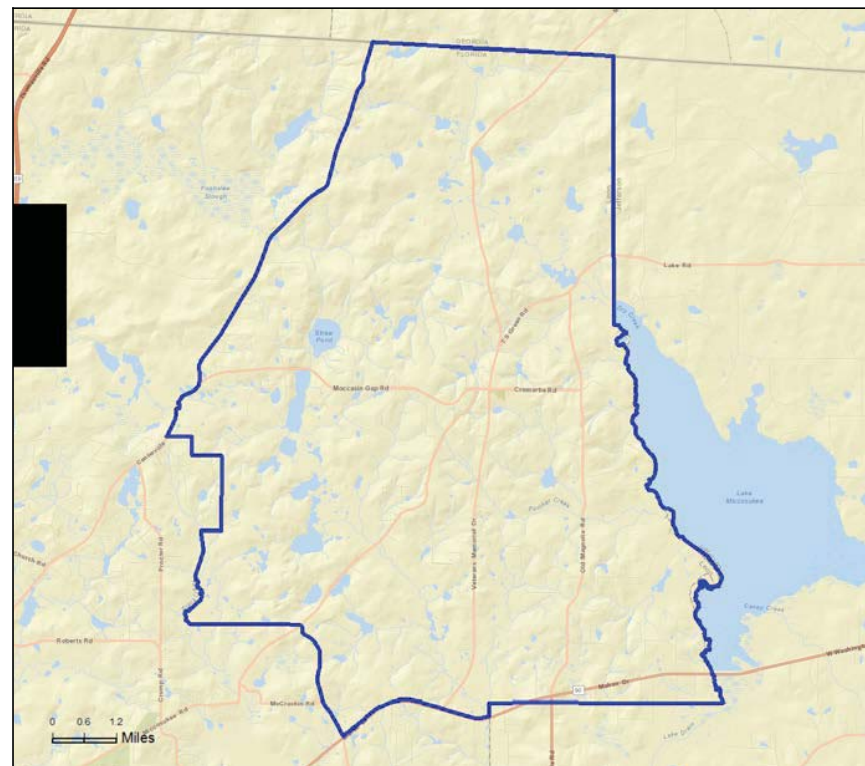
- Five adults, twelve students ranging from kindergarten through high school
- Things they want in the community include:
  - A store
  - Fast food
  - A laundry mat
  - Community swimming pool
  - Library branch
  - Grocery store
- "You have to drive a car" - A kindergartener
- The community needs:
  - Bike lanes
  - Walking path
  - Sidewalk
- "Many people walk"
- "Five miles away is still in the community"
- There are times when multiple groups want/need the community center at the same time.
- The community center with multiple spaces that can be used at the same time. "A coffee shop or small shop inside the community center would be great."

# Appendix C: Miccosukee Community Profile

The Tallahassee-Leon County Comprehensive plan identifies the Miccosukee Community as the area around Veterans Memorial Drive and Cromartie Road. Conversations with many of the residents revealed that those who identify as part of the Miccosukee Community extend much further out than this location. The Miccosukee Community profile provides demographic data for the geographical area of the Miccosukee Community as defined by residents. The following map is the boundary that is being used to define the Miccosukee Community, based on input from those that identifying as part of the Miccosukee Community. The demographic data following the map is based on the same location as the map. This data provides a snapshot into the makeup of this rural community.

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV



May 12, 2017





# Appendix C: Miccosukee Community Profile



## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

Population Summary	
2000 Total Population	2,266
2010 Total Population	2,597
2016 Total Population	2,653
2016 Group Quarters	0
2021 Total Population	2,715
2016-2021 Annual Rate	0.46%
2016 Total Daytime Population	1,713
Workers	179
Residents	1,534
Household Summary	
2000 Households	847
2000 Average Household Size	2.66
2010 Households	985
2010 Average Household Size	2.64
2016 Households	993
2016 Average Household Size	2.67
2021 Households	1,011
2021 Average Household Size	2.69
2016-2021 Annual Rate	0.36%
2010 Families	760
2010 Average Family Size	2.99
2016 Families	762
2016 Average Family Size	3.04
2021 Families	774
2021 Average Family Size	3.06
2016-2021 Annual Rate	0.31%
Housing Unit Summary	
2000 Housing Units	936
Owner Occupied Housing Units	78.7%
Renter Occupied Housing Units	11.6%
Vacant Housing Units	9.6%
2010 Housing Units	1,183
Owner Occupied Housing Units	71.5%
Renter Occupied Housing Units	11.7%
Vacant Housing Units	16.7%
2016 Housing Units	1,197
Owner Occupied Housing Units	67.8%
Renter Occupied Housing Units	15.3%
Vacant Housing Units	17.0%
2021 Housing Units	1,220
Owner Occupied Housing Units	67.4%
Renter Occupied Housing Units	15.4%
Vacant Housing Units	17.1%
Median Household Income	
2016	\$60,624
2021	\$67,064
Median Home Value	
2016	\$218,966
2021	\$312,179
Per Capita Income	
2016	\$29,883
2021	\$32,179
Median Age	
2010	42.9
2016	44.8
2021	46.4

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021. Esri converted Census 2000 data into 2010 geography.

May 12, 2017

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## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

2016 Households by Income	
Household Income Base	993
<\$15,000	11.8%
\$15,000 - \$24,999	6.0%
\$25,000 - \$34,999	10.2%
\$35,000 - \$49,999	12.8%
\$50,000 - \$74,999	17.8%
\$75,000 - \$99,999	9.9%
\$100,000 - \$149,999	20.9%
\$150,000 - \$199,999	6.0%
\$200,000+	4.6%
Average Household Income	\$81,828
2021 Households by Income	
Household Income Base	1,011
<\$15,000	11.2%
\$15,000 - \$24,999	6.8%
\$25,000 - \$34,999	5.9%
\$35,000 - \$49,999	8.6%
\$50,000 - \$74,999	22.8%
\$75,000 - \$99,999	10.2%
\$100,000 - \$149,999	22.6%
\$150,000 - \$199,999	7.1%
\$200,000+	4.7%
Average Household Income	\$88,559
2016 Owner Occupied Housing Units by Value	
Total	811
<\$50,000	17.4%
\$50,000 - \$99,999	7.2%
\$100,000 - \$149,999	6.7%
\$150,000 - \$199,999	17.4%
\$200,000 - \$249,999	3.6%
\$250,000 - \$299,999	5.1%
\$300,000 - \$399,999	11.1%
\$400,000 - \$499,999	6.4%
\$500,000 - \$749,999	9.4%
\$750,000 - \$999,999	14.8%
\$1,000,000 +	1.0%
Average Home Value	\$338,889
2021 Owner Occupied Housing Units by Value	
Total	822
<\$50,000	7.8%
\$50,000 - \$99,999	3.8%
\$100,000 - \$149,999	5.2%
\$150,000 - \$199,999	21.3%
\$200,000 - \$249,999	4.7%
\$250,000 - \$299,999	6.0%
\$300,000 - \$399,999	9.5%
\$400,000 - \$499,999	6.9%
\$500,000 - \$749,999	11.6%
\$750,000 - \$999,999	22.0%
\$1,000,000 +	1.1%
Average Home Value	\$419,153

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021. Esri converted Census 2000 data into 2010 geography.

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# Appendix C: Miccosukee Community Profile



## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

2010 Population by Age	
Total	2,595
0 - 4	5.2%
5 - 9	6.6%
10 - 14	7.5%
15 - 24	12.8%
25 - 34	8.1%
35 - 44	12.6%
45 - 54	19.0%
55 - 64	17.4%
65 - 74	7.6%
75 - 84	2.3%
85 +	1.1%
18 +	75.6%
2016 Population by Age	
Total	2,654
0 - 4	4.7%
5 - 9	5.4%
10 - 14	6.6%
15 - 24	12.0%
25 - 34	10.8%
35 - 44	10.7%
45 - 54	15.4%
55 - 64	18.8%
65 - 74	11.0%
75 - 84	3.5%
85 +	1.0%
18 +	79.4%
2021 Population by Age	
Total	2,715
0 - 4	4.5%
5 - 9	5.1%
10 - 14	6.0%
15 - 24	10.4%
25 - 34	11.5%
35 - 44	10.8%
45 - 54	12.5%
55 - 64	17.6%
65 - 74	15.4%
75 - 84	5.3%
85 +	1.0%
18 +	80.6%
2010 Population by Sex	
Males	1,255
Females	1,342
2016 Population by Sex	
Males	1,276
Females	1,376
2021 Population by Sex	
Males	1,298
Females	1,417

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

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## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

2010 Population by Race/Ethnicity	
Total	2,598
White Alone	70.6%
Black Alone	26.6%
American Indian Alone	0.3%
Asian Alone	0.6%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.5%
Two or More Races	1.4%
Hispanic Origin	2.2%
Diversity Index	45.4
2016 Population by Race/Ethnicity	
Total	2,653
White Alone	67.6%
Black Alone	29.2%
American Indian Alone	0.3%
Asian Alone	0.7%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.5%
Two or More Races	1.7%
Hispanic Origin	2.6%
Diversity Index	48.5
2021 Population by Race/Ethnicity	
Total	2,715
White Alone	65.4%
Black Alone	31.1%
American Indian Alone	0.3%
Asian Alone	0.8%
Pacific Islander Alone	0.0%
Some Other Race Alone	0.6%
Two or More Races	1.9%
Hispanic Origin	3.0%
Diversity Index	50.7
2010 Population by Relationship and Household Type	
Total	2,597
In Households	100.0%
In Family Households	89.6%
Householder	28.6%
Spouse	21.5%
Child	33.7%
Other relative	3.6%
Nonrelative	2.2%
In Nonfamily Households	10.4%
In Group Quarters	0.0%
Institutionalized Population	0.0%
Noninstitutionalized Population	0.0%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

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**MICCOSUKEE**  
Rural Community | Sense of Place

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# Appendix C: Miccosukee Community Profile



## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

2016 Population 25+ by Educational Attainment	
Total	1,891
Less than 9th Grade	3.2%
9th - 12th Grade, No Diploma	5.3%
High School Graduate	19.8%
GED/Alternative Credential	2.9%
Some College, No Degree	19.8%
Associate Degree	6.6%
Bachelor's Degree	33.5%
Graduate/Professional Degree	8.8%
2016 Population 15+ by Marital Status	
Total	2,210
Never Married	25.5%
Married	66.7%
Widowed	2.9%
Divorced	4.8%
2016 Civilian Population 16+ in Labor Force	
Civilian Employed	97.2%
Civilian Unemployed	2.8%
2016 Employed Population 16+ by Industry	
Total	1,138
Agriculture/Mining	3.3%
Construction	2.4%
Manufacturing	11.8%
Wholesale Trade	5.3%
Retail Trade	9.0%
Transportation/Utilities	4.6%
Information	1.0%
Finance/Insurance/Real Estate	3.1%
Services	51.3%
Public Administration	8.3%
2016 Employed Population 16+ by Occupation	
Total	1,138
White Collar	75.2%
Management/Business/Financial	32.0%
Professional	30.3%
Sales	3.3%
Administrative Support	9.7%
Services	10.9%
Blue Collar	13.9%
Farming/Forestry/Fishing	0.0%
Construction/Extraction	2.1%
Installation/Maintenance/Repair	5.2%
Production	1.8%
Transportation/Material Moving	4.7%
2010 Population By Urban/ Rural Status	
Total Population	2,597
Population Inside Urbanized Area	0.0%
Population Inside Urbanized Cluster	0.0%
Rural Population	100.0%



## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

2010 Households by Type	
Total	985
Households with 1 Person	19.0%
Households with 2+ People	81.0%
Family Households	77.2%
Husband-wife Families	58.0%
With Related Children	24.7%
Other Family (No Spouse Present)	19.2%
Other Family with Male Householder	4.2%
With Related Children	2.4%
Other Family with Female Householder	15.0%
With Related Children	8.6%
Nonfamily Households	3.9%
All Households with Children	36.0%
Multigenerational Households	5.8%
Unmarried Partner Households	5.3%
Male-female	4.1%
Same-sex	1.2%
2010 Households by Size	
Total	985
1 Person Household	19.0%
2 Person Household	37.5%
3 Person Household	17.0%
4 Person Household	14.7%
5 Person Household	7.6%
6 Person Household	2.9%
7 + Person Household	1.3%
2010 Households by Tenure and Mortgage Status	
Total	985
Owner Occupied	85.9%
Owned with a Mortgage/Loan	59.4%
Owned Free and Clear	26.4%
Renter Occupied	14.1%
2010 Housing Units By Urban/ Rural Status	
Total Housing Units	1,183
Housing Units Inside Urbanized Area	0.0%
Housing Units Inside Urbanized Cluster	0.0%
Rural Housing Units	100.0%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

May 12, 2017

May 12, 2017

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# Appendix C: Miccosukee Community Profile



## Community Profile

Miccosukee\_Community\_profile  
Area: 65.46 square miles

prepared by OEV

Top 3 Tapestry Segments		
1.	Green Acres (6A)	
2.	Southern Satellites (10A)	
3.	Top Tier (1A)	
2016 Consumer Spending		
Apparel & Services: Total \$		\$2,064,604
Average Spent		\$2,079.16
Spending Potential Index		103
Education: Total \$		\$1,391,402
Average Spent		\$1,401.21
Spending Potential Index		99
Entertainment/Recreation: Total \$		\$3,089,503
Average Spent		\$3,111.28
Spending Potential Index		107
Food at Home: Total \$		\$5,182,746
Average Spent		\$5,219.28
Spending Potential Index		105
Food Away from Home: Total \$		\$3,212,317
Average Spent		\$3,234.96
Spending Potential Index		105
Health Care: Total \$		\$5,847,305
Average Spent		\$5,888.52
Spending Potential Index		111
HH Furnishings & Equipment: Total \$		\$1,870,722
Average Spent		\$1,883.91
Spending Potential Index		107
Personal Care Products & Services: Total \$		\$762,892
Average Spent		\$768.27
Spending Potential Index		105
Shelter: Total \$		\$15,442,411
Average Spent		\$15,551.27
Spending Potential Index		100
Support Payments/Cash Contributions/Gifts in Kind: Total \$		\$2,561,218
Average Spent		\$2,579.27
Spending Potential Index		111
Travel: Total \$		\$1,972,012
Average Spent		\$1,985.91
Spending Potential Index		107
Vehicle Maintenance & Repairs: Total \$		\$1,098,514
Average Spent		\$1,106.26
Spending Potential Index		107

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.  
**Source:** Consumer Spending data are derived from the 2013 and 2014 Consumer Expenditure Surveys, Bureau of Labor Statistics, Esri.  
**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

May 12, 2017

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**Miccosukee**  
Established 1831  
Properties listed on the National  
Register of Historic Places



**MICCOSUKEE**  
Rural Community | Sense of Place



# Board of County Commissioners Leon County, Florida

## Policy No. 16-6

Title: Livable Infrastructure for Everyone (L.I.F.E.) Program Policy

Date Adopted: ~~June 14, 2016~~ May 8, 2018

Effective Date: ~~August 1, 2016~~ May 8 2018

Reference: N/A

Policy Superseded: ~~N/A~~ Policy No. 16-6 “Livable Infrastructure for Everyone (L.I.F.E.) Program Policy” adopted June 14, 2016

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that ~~a new Policy No. 16-6 is hereby adopted~~ entitled “Livable Infrastructure for Everyone (L.I.F.E.) Program Policy” adopted by the Board of County Commissioners on June 14, 2016, is hereby amended, and a revised policy is adopted in its place, to wit:

1) Purpose and Intent:

- a) The purpose of this policy is to effectuate the expenditure of two percent (2%) of the proceeds of the extension to the Local Government Infrastructure Surtax that will be dedicated to funding L.I.F.E. Projects, as approved by electorate of Leon County on November 4, 2014, commencing January 1, 2020. Use of 2% of the Local Government Infrastructure Surtax proceeds for L.I.F.E. Projects, which consists of those Projects designed to address core infrastructure needs in Leon County, are required to be authorized by the Board of County Commissioners.
- b) The intent of this policy is to develop eligibility and implementation criteria for L.I.F.E. Projects.

2) Scope:

- A. Eligible L.I.F.E. Project Categories/Types: In order to be eligible for funding consideration, Projects shall be limited to the following categories/types:
1. Waterline extension for potable water or fire protection.
  2. Water supply enhancements (tanks and wells) for fire protection.
  3. Fire hydrants.
  4. Sanitary sewer extensions.
  5. Septic tank upgrades to reduce nitrogen loading.

6. Connection to central sewer cost assistance.
7. Connection to central sewer loan program.
8. Culvert repairs/replacements or upgrades.
9. Sense of place amenities outside the Urban Services Area.
10. Small stormwater projects (less than \$250,000).
11. Traffic intersection realignments.
12. Traffic safety and emergency access projects.
13. Stormwater erosion and soil stabilization projects.
14. Cost sharing for the 2/3 Road Improvements Program - private to public road and associated stormwater and utility costs.
- ~~14.~~15. Recreational amenities.

B. Criteria: The following criteria shall be utilized to evaluate and rank the proposed eligible LIFE Projects: Priority shall be afforded each Project based upon the following precedential order:

1. Geographic Diversity – Projects shall be evaluated to ensure geographic diversity across the County
2. Unincorporated Area – priority shall be given to Projects in the unincorporated area of the County, however Projects in the incorporated area are not excluded from eligibility.
3. Community Leveraging – priority shall be given to Projects that can leverage additional money from grants, or community contributions of right-of-way or money.
4. Project Cost – priority shall be given to Projects for which the estimated cost of construction or match is \$250,000 or less.
5. Non-dedicated Funding Source – priority shall be given to Projects that do not have another dedicated source of funding, such as gas tax or general revenue.

C. Funding:

1. Out-year projections made during the development of the FY 2017 preliminary budget indicate that funding for L.I.F.E. Projects during the first partial year of collection (for FY 2020 collection will commence January 1, 2020) will generate approximately \$789,000 based on 2% of the Local Government Infrastructure Surtax proceeds. The first full year of collection is estimated to generate approximately \$1.1 million. This amount will be adjusted on a yearly basis based on Local Government Infrastructure Surtax revenue projections. As part of the annual budget process, staff will provide a list of potential Projects and funding allowances for Board consideration.
2. To maximize the benefit throughout the County, estimated construction cost for any Project or match shall be limited to \$250,000. However, Projects estimated construction cost or match in excess of \$250,000 are permitted, subject to Board approval during the budget process.



3. For 2/3 Roadway Improvement Program Project Assistance – Funding shall be limited to the range of 20-50%. Funding will be based on the documented economic need of the subject property owners, as follows:
  - a. For the maximum match of 50% - At least 50% of subject property owners meet the low to moderate income category, utilizing the standard CDBG methodology to calculate income.
  - b. The minimum match is 20%.
  - c. A sliding scale between the 20% minimum and 50% maximum shall be calculated based on proration of percent of subject property owners meeting the low- to moderate-income category. For example, if 25% meet this category the match is 25%, if 40% meet the category the match is 40%, etc.
4. All Project costs and matches are subject to availability of funding.

D. Implementation:

1. As part of the annual budget process, staff will provide a list of potential Projects or funding allowances, descriptions and costs, to commence with the preparation of the County's FY 2019 budget.
2. If funding allowances are made, the proceeds will be distributed on a first come first served basis.
3. A list of funding requests shall be maintained by staff to provide the Board information regarding utilization and funding needs.
4. The staff list presented for Board consideration will be based on Board and community requests made throughout the year, as well as internally generated needs that meet the scope and criteria of this Policy.
5. A five-year Capital Plan will be recommended for Board consideration.
6. Projects may be added or deleted from the Capital Plan based on Board consideration during the budget process.
7. Once the initial Project selection is made, additions should generally be made to years four and five of the work program to assure continuity in work-flow.

**Leon County  
Board of County Commissioners**

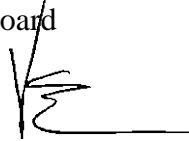
**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement PLACE Cherie Bryant, Planning Manager
<b>Lead Staff/ Project Team:</b>	Artie White, Administrator of Comprehensive Planning Stephen Hodges, Senior Planner

### **Statement of Issue:**

This is the second and final public hearing on a proposed ordinance to amend the Official Zoning Map from the Urban Fringe District to the Rural District for two parcels totaling approximately 232 acres on the north side of Mahan Drive east of Crump Road. The proposed land use change and rezoning implements the terms of a development agreement previously approved by the Board.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the second and final public hearing and adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (Attachment #1).



Title: Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)

May 8, 2018

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## **Report and Discussion**

### **Background:**

At the April 10, 2018 Joint County/City Adoption, Transmittal, and Rezoning Public Hearings on the 2018 Cycle Comprehensive Plan Amendments, the Board adopted the Future Land Use Map (FLUM) amendment to change the land use designation for two parcels totaling approximately 232 acres in an area outside of the Urban Service Area, located east of Crump Road and north of Mahan Drive. At that meeting, the Board also conducted the first of two public hearings on the proposed rezoning. This second public hearing on the proposed rezoning implements the land use map amendment from Urban Fringe (UF) to Rural (R). The land use amendment and rezoning are intended to fulfill a development agreement that was signed by a previous owner of the subject area and Leon County.

### **Analysis:**

The land use and zoning designations for the subject area were changed in 2007 as part of Comprehensive Plan map amendment 2006-1-M-007. This amendment changed the land use designation from Rural to Urban Fringe, and the zoning from Rural to Urban Fringe. As part of this amendment, a development agreement was approved by the property owner at the time, Dr. Miley Miers, and Leon County. This agreement, which applies to any developer of the property, as well as any and all successors to the property, had a number of requirements and commitments related to the development of the property, including the provision of centralized water and sewer by the City of Tallahassee and the conservation of Black Creek on the northern portion of the subject area. The agreement also stated that if the developer does not comply with the terms of the agreement within ten years, and if the agreement is not extended, Leon County shall initiate a Future Land Use Map (FLUM) amendment and/or rezoning at the earliest possible time in order to return the subject area "to the status it held prior to this agreement," referring to the previous Rural land use and zoning designations. Because the developer did not meet these requirements, the Board directed staff to proceed with a 2018 Cycle comprehensive plan map amendment intended to change the land use back to its original designation of Rural as described in the agreement. This land use amendment (LMA201804) was adopted by the Board at a joint adoption public hearing on April 10, 2018.

This agenda item is the last step to approve returning the zoning designation back to Rural (Option #1).

This request has been noticed and advertised in accordance with the provisions of the Leon County Code of Laws (Attachment #2).

Title: Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)

May 8, 2018

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**Options:**

1. Conduct the second and final public hearing and adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (Attachment #1).
2. Conduct the second and final public hearing and do not adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (Attachment #1).
3. Board Direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Ordinance/Location Map
2. Legal Ad

**LEON COUNTY ORDINANCE NO. \_\_\_\_**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE URBAN FRINGE ZONING DISTRICT TO THE RURAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA:

**SECTION 1.** On April 10, 2018, the County Commission approved an Ordinance which adopted Comprehensive Amendment #LMA201804. To implement plan amendment #LMA201804, the property which is the subject of that amendment as shown in Exhibit A attached hereto, must be rezoned. Accordingly, the part or area of Leon County and the same as indicated in Exhibit A is hereby changed from Urban Fringe (UF) and hereby designated and established as Rural District (R) on the official zoning map of Leon County as adopted and established by the Leon County Commission. The official zoning map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to Exhibit A.

PRZ170004: From Urban Fringe (UF) to Rural (R)

LEGAL DESCRIPTION:

Begin at a concrete monument marking the Northwest corner of the Southwest quarter of Section 11, Township 1 North, Range 2 East, Leon County, Florida and run South 00 degrees 10 minutes 20 seconds West 361 .00 feet along the West boundary of said Southwest quarter to a concrete monument ; then North 89 degrees 47 minutes 58 seconds East 361 .00 feet to a concrete monument; then North 00 degrees 10 minutes 20 seconds East 361.00 feet to a concrete monument; then North 89 degrees 47 minutes 58 seconds East 2173.10 feet along the North boundary of said quarter to a concrete monument on the Northwesterly boundary of the 66 foot wide right of way for State Road No. 10 (Section 5502, dated August 1936), also known as U .S. Highway 90; then leaving said North boundary run along said Northwesterly boundary North 51 degrees 17 minutes 53 seconds East 211.87 feet to a concrete monument ; then leaving said Northwesterly boundary run North 00 degrees 01 minutes 05 seconds East 85.23 feet to an iron bar; then North 89 degrees 58 minutes 55 seconds West 160.00 feet to an iron bar; then North 00 degrees 01 minutes 05 seconds East 272.25 feet to an iron bar; then continue North 00 degrees 01 minutes 05 seconds East 272.25 feet to an iron bar; then South 89 degrees 58 minutes 55 seconds East 160.00 feet to an iron bar; then North 00 degrees 32 minutes 52 seconds West 1919.11 feet to the Northeast corner of the Northwest quarter of said Section; then South 89 degrees 32

minutes 35 seconds West 1353.80 feet to the Southeast corner of the West half of the Southwest quarter of Section 2 of said Township and Range; then North 2629.6 feet along the East boundary of said West half to the North boundary of said West half; then West 1320 feet along said North boundary to the West boundary of said Section 2; then South 2640 feet along said West boundary to a concrete monument at the Southwest corner of said Section 2 and the Northwest corner of said Northwest quarter of Section 11 ; then South 00 degrees 09 minutes 41 seconds West 2668.91 feet along the West boundary of said Northwest quarter to the Point of Beginning.

Subject to a 20-foot wide access and utilities easement.

Being more particularly described by recent boundary survey performed by Edwin Brown and Associates, (Job #13-057 PSC: 34621 dated May 13, 2013) as follows:

Begin at a found 5/8 inch re-bar marking the Southwest corner of the Northwest quarter of Section 11, Township 1 North, Range 2 East, Leon County, Florida, said point also lying on the East boundary line of Hawks Landing Phase II Subdivision as per map or plat thereof recorded in Plat Book 1 1, Page 41-A , in the Public Records of Leon County, Florida, said point also being the Point of Beginning ; thence leaving said Point of Beginning run along the Westerly boundary line of said Section 11 and the Easterly boundary line of said Hawks Landing Phase II Subdivision, South 00 degrees 28 minutes 55 seconds East 360.70 feet; thence leaving said Easterly and Westerly boundary line run North 89 degrees 08 minutes 23 seconds East 361.12 feet; thence run North 00 degrees 27 minutes 59 seconds West 360.95 feet to a point lying on the North boundary line of the Southwest quarter of said Section 11; thence run along said Northerly boundary line North 89 degrees 15 minutes 28 seconds East 2172 .26 feet to a point marking the intersection of said Northerly boundary line with Northerly right of way line of U.S. Highway #90 ; thence leaving said Northerly boundary line run along said Northerly right of way line North 50 degrees 44 minutes 45 seconds East 211.96 feet to a point marking the intersection of said Northerly right of way with the East boundary line of the Northwest quarter of said Section 11; thence leaving said Northerly right of way line run along said Easterly boundary line North 00 degrees 27 minutes 41 seconds West 85.23 feet; thence leaving said Easterly boundary line run South 89 degrees 22 minutes 44 seconds West 160.00 feet; thence run North 00 degrees 32 minutes 15 seconds West 272.1 5 feet; thence run North 00 degrees 34 minutes 30 seconds West 272.54 feet; thence run North 89 degrees 24 minutes 47 seconds East 159.86 feet to a point lying on the Easterly boundary line of the Northwest quarter of said Section 11; thence run along said Easterly boundary line North 01 degrees 09 minutes 18 seconds West 1919.41 feet to a point marking the Northeast corner of the Northwest quarter of said Section 1 1; thence leaving said Easterly boundary line run along the Northerly boundary line of said Section 11 also being the Southerly boundary line of Section 2, Township I North . Range 2 East, Leon County, Florida, South 88 degrees 59 minutes 27 seconds West 1335.83 feet to a point marking the Southeast corner of the West half of the Southwest quarter of said Section 2; thence leaving said Northerly and Southerly boundary line run along the Easterly boundary line of the West half of the Southwest quarter of said Section 2, North 00 degrees 08 minutes 58 seconds West 2626.22 feet to a point marking the Northeast corner of the West half of the Southwest quarter of said Section 2, said point also marking the Southeast corner of property as described in Official Records Book 3766, Page 1668 as recorded in the Public Records of Leon County, Florida; thence leaving said Easterly boundary line run along the North boundary line of the West half of the Southwest quarter of said Section 2, and along the Southerly boundary line of said property as described in Official Records Book 3766, Page 1668, South 89 degrees 12 minutes 55 seconds West 294 .99 feet; thence leaving said property described in Official Records Book 3766, Page 1668, continue along said Northerly boundary line South 89 degrees 28 minutes 39 seconds West 1053.00 feet to

a point marking the Northwest corner of the West half of the Southwest quarter of said Section 2; thence leaving said Northerly boundary line run along the Westerly boundary line of the Southwest quarter of said Section 2, South 00 degrees 20 minutes 18 seconds East 1538.81 feet to a point marking the Northeast corner of Hawks Landing Subdivision Phase II a subdivision as per map or plat thereof recorded in Plat Book 11, Page 41-A, in the Public Records of Leon County, Florida; thence run along said Easterly boundary line of Hawks Landing Subdivision Phase II and Phase III and the Westerly boundary line of the Southwest quarter of said Section 2 as monumented as follows: run South 00 degrees 26 minutes 04 seconds East 259.90 feet; thence run South 00 degrees 33 minutes 39 seconds East 516.76 feet; thence run South 00 degrees 32 minutes 34 seconds East 320.69 feet to a point marking the Southwest corner of said Section 2, also marking the Northwest corner of Section 1 1, Township 2 North, Range I East, Leon County, Florida; thence leaving said Section 2, run along the Westerly boundary line of the Northwest quarter of said Section 1 1 and the Easterly boundary line of said Hawks Landing Subdivision as monumented as follows: South 00 degrees 23 minutes 29 seconds East 215.54 feet; thence run South 00 degrees 23 minutes 45 seconds East 330.03 feet; thence run South 00 degrees 24 minutes 03 seconds East 60.04 feet; thence run South 00 degrees 23 minutes 27 seconds East 304.57 feet; thence run South 00 degrees 20 minutes 34 seconds East 204.89 feet; thence run South 00 degrees 24 minutes 55 seconds East 200.09 feet; thence run South 00 degrees 24 minutes 32 seconds East 183.23 feet; thence run South 00 degrees 22 minutes 28 seconds East 256.84 feet; thence run South 00 degrees 26 minutes 17 seconds East 280.26 feet; thence run South 00 degrees 22 minutes 47 seconds East 359.84 feet; thence run South 00 degrees 26 minutes 40 seconds East 262.55 feet; thence South 00 degrees 59 minutes 07 seconds West 12 .10 feet to the Point of Beginning.

Subject to a 30 foot wide ingress, egress and utility easement, also subject to a 10 foot wide utility easement recorded in Official Records Book 2419, Page 2269, in the Public Records of Leon County, Florida.

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of

the remaining portions thereof.

**SECTION 4.** The effective date of this ordinance shall be the effective date of comprehensive plan amendment LMA201804.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwendolyn Marshall, Clerk of the Court  
& Comptroller, Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
County Attorney's Office  
Leon County, Florida

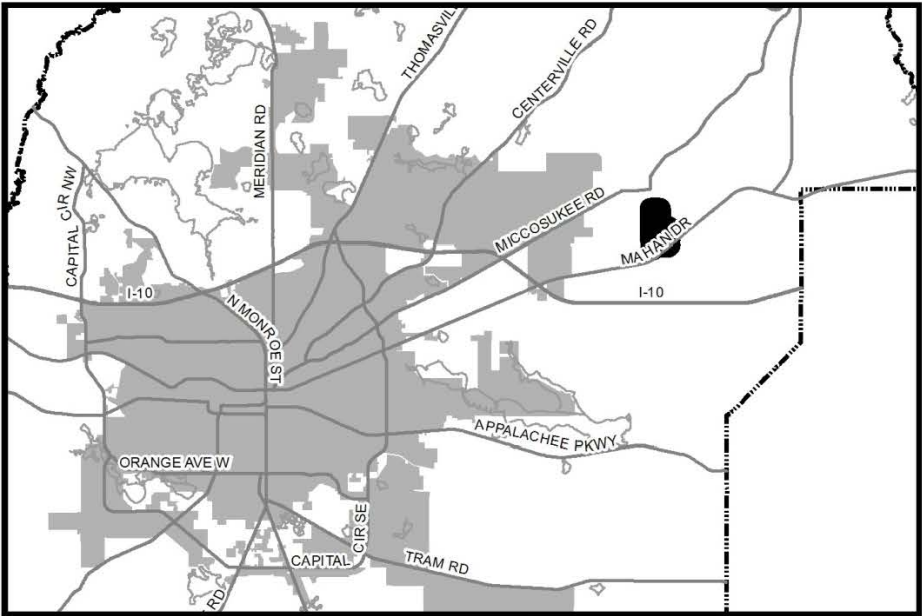
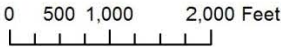
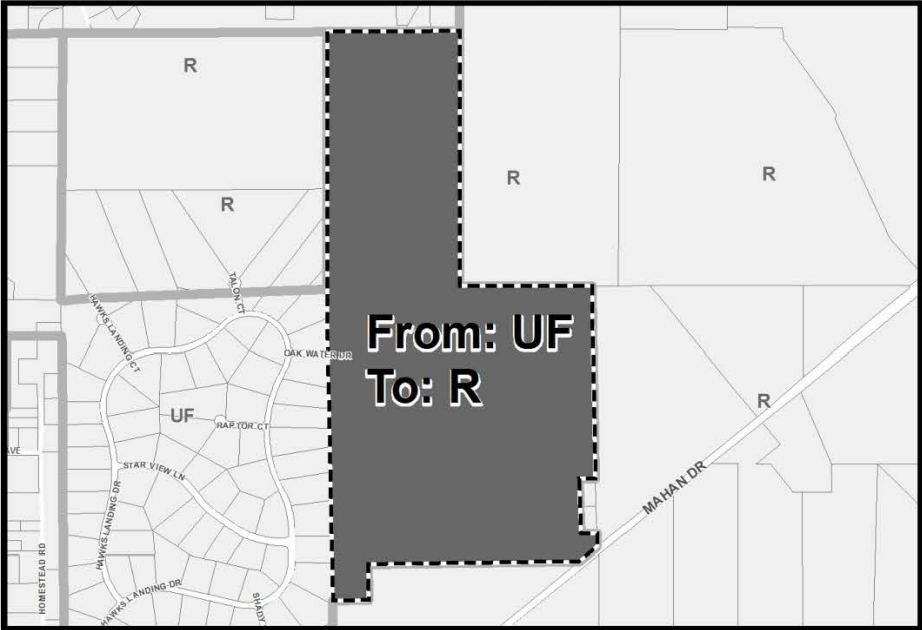
By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney



# Exhibit A

## East Mahan Drive Rezoning

LRZ #170004



GENERAL LOCATION MAP

# Notice of an Amendment to the Official Zoning Map

Notice is hereby given that the Leon County Board of County Commissioners will conduct a public hearing on Tuesday, May 8, 2018, at 6 pm, at the County Commission Chambers, 5th Floor, Leon County Courthouse, Tallahassee, Florida to consider adoption of an ordinance entitled to wit:

**CEBALLOS MIXED USE DEVELOPMENT,  
5819 W TENNESSEE STREET**

**ORDINANCE NO. 18- \_\_\_\_\_**

**AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT TO THE OFFICE RESIDENTIAL OR-2 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**REDWOOD VILLAS,  
3700 DESHAZIER LANE**

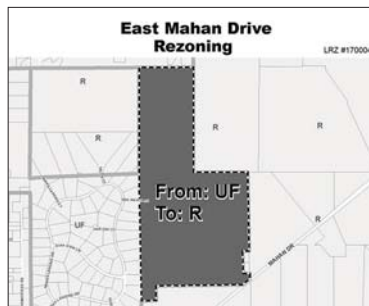
**ORDINANCE NO. 18- \_\_\_\_\_**

**AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE RESIDENTIAL ACRE RA ZONING DISTRICT TO THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**LEON COUNTY ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE URBAN FRINGE DISTRICT TO THE RURAL ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

This proposed rezoning implements Comprehensive Plan map amendment LMA201804, which was adopted on April 10, 2018. The rezoning requests a change to the Official Zoning Map from the Urban Fringe (UF) District to the Rural Zoning District.



The Board of County Commissioners proposes to adopt an ordinance changing the zoning on the properties indicated on the above map which lies in unincorporated Leon County. The applications are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

You are hereby notified in accordance with Chapter 286.0105, Florida Statutes, should you decide to appeal any decision made by the Board of County Commissioners or take exception to any findings of fact with respect to any matter considered at the hearing reference to above, you may need to ensure that verbatim record of the proceedings is made. Such a record shall include the testimony and evidence upon which the appeal is based.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

May 8, 2018

**To:** Honorable Chairman and Members of the Commission

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family and Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Planning Director
<b>Lead Staff/ Project Team:</b>	Russell Snyder, Administrator, Land Use Planning Susan Denny, Senior Planner, Land Use Division

### **Statement of Issue:**

This is the first and only public hearing to change the zoning classification from Single Family Attached, Detached and Two-Family Residential to Office-Residential 2 for a 6.28-acre parcel located on the south side of W. Tennessee Street (US 90), east of Aenon Church Road. The applicant's agent is Magnolia Engineering, Inc. The proposal is consistent with the County's requirements for rezoning and has also been recommended for approval by the Planning Commission. Staff recommends approval of the ordinance.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Official Zoning Map to change the zoning classification from the Single Family Attached, Detached and Two Family Residential (R-3) zoning district to the Office Residential 2 (OR-2).

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

May 8, 2018

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## Report and Discussion

### **Background:**

The County received an application requesting an amendment to the Official Zoning Map to change the zoning classification from the R-3 zoning district to the OR-2 zoning district. The subject property is the 6.28-acre southern portion of a 10-acre parcel located on the south side of W. Tennessee Street (US 90), approximately 700 feet east of Aeon Church Road. The rezoning ordinance and map is included as Attachment #1. A current zoning/existing land use map of the area is included as Attachment #2.

According to the application narrative, the intent of the rezoning is to develop a mixed-use project on the 10-acre parcel. This mixed-use development will consist of the redevelopment of a vehicle sales lot on the northern portion of the parcel to a small neighborhood grocery market and the development of the southern portion of the parcel into a banquet/meeting hall. However, the southern portion of the site is presently in the R-3 zoning district, which does not allow the proposed banquet/meeting hall as a permitted use. Therefore, a rezoning to OR-2 is sought for this portion of the subject parcel to develop the desired project.

This hearing is a quasi-judicial proceeding. Ex parte communications are prohibited during review of quasi-judicial proceedings. Ex parte communications are oral or written off-the-record communication made to decision-making personnel, without required notice to the parties that is directed to influence or attempt to influence the merits or outcome of a decision. This term does not include procedural, scheduling and status inquiries or other inquiries or requests for information that have no bearing on the merits or outcome of the proceeding.

**Historic Zoning:** The 1990 Historic Zoning Atlas indicates that the northern portion of the parcel was rezoned to Automotive Commercial Parkway district (C-4) on October 4, 1973. The southern portion of the parcel was zoned Agricultural District (A-2). The C-4 zoning district was intended for office, general retail and intensive automobile-oriented commercial development. The A-2 zoning district was intended for non-urban agricultural, recreational and resource development.

**1992:** The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject parcel was zoned Mixed Use "B", a performance zoning that allowed a variety of office, commercial, residential, and community service uses based on specific performance criteria.

**1997:** Leon County Ordinance established Euclidian zoning districts in Leon County and Ordinance 95-15 mapped the new Euclidian zoning districts. The northern portion of the parcel was placed in the CP zoning District and the subject property, the southern portion the parcel, was placed in the R-3 zoning district.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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**April 3, 2018:** The Planning Commission held a public hearing on the proposed ordinance, and voted unanimously (4-0) to find the proposed ordinance consistent with the comprehensive plan, and to recommend approval to the Board of County Commissioners.

*Planning Commission Discussion*

On April 3, 2018, the Planning Commission held a public hearing on this item and voted (4-0) to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance. The only speaker was a property owner to the southwest of the subject property who is concerned about trespassing presently occurring from the subject property to his property. The speaker also expressed concern that the proposed rezoning would be detrimental to his property and allow access through his property. In response, the speaker was advised to contact the Leon County Sheriff's Office about his trespassing concerns.

The Planning Commission received assurances from staff that access to the subject property would occur from Highway 90 to the north and not from adjacent properties, and any development on the subject property would be required at the site plan stage to provide adequate buffers in accordance with the Leon County Land development Code.

**Analysis:**

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

1. ***Comprehensive Plan.*** Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located within the Urban Services Area in the Suburban Future Land Use Map (FLUM) Category. The potential for a proposed mixed-use non-residential project is consistent with the intent of the Suburban FLUM category, as stated in Policy 2.2.5 [L] (Attachment #3) of the Comprehensive Plan: "create an environment for economic investment or re-investment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential areas." The Suburban FLUM category also states that "business activities are not intended to be limited to serve area residents; and may attract shoppers from throughout larger portions of the community."

Land Use Policy 1.1.7[L] (Attachment #3) states that "[h]igher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient



Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.”

All five of the conditions listed in Policy 1.1.7[L] exist, or will exist, when the subject property is developed consistent with the OR-2 zoning district and other adopted land development standards. Each standard is discussed below:

- 1) **Proper access:** The subject property is a portion of a larger ten-acre parcel (21-30-210-0000) with legal access to West Tennessee Street (U.S. 90), a principal arterial roadway.
- 2) **Environmental constraints:** The subject property has minimal environmental constraints. There is a small portion of the subject property in the FEMA flood zone that will be put in a conservation easement (See attachment #4). There is no or native forest on site.
- 3) **Stormwater capacity:** The land development regulations ensure that there will be sufficient stormwater treatment capacity at the time of development.
- 4) **Compatible existing land uses:** There is an existing manufactured home park along the western boundary of the subject property. These homes will be buffered from the adverse impacts of any potential non-residential development on the subject site by the existing land development regulations, consistent with the requirements of Policy 2.1.1[L] (Attachment #3) of the Comprehensive Plan.
- 5) **Readily available sewer and water:** The subject is presently on well and septic tank. However, City water and sewer connections are available for future development and hookup will be required.

**2. *Conformance with the Land Development Regulations.*** *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

Yes. The OR-2 zoning district is intended to be located where employment and residential uses can be locate in close proximity to each other. The OR-2 zoning district is intended to promote mixed use and urban intensities and densities in areas with adequate public infrastructure available. These conditions exist for the subject property.

A comparison of existing and proposed uses in the R-3 and OR-2 zoning districts is provided in Table 1, and a comparison of the allowable density and intensity are contained in Table 2, below.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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<b>Table 1: Comparison of Existing and Proposed Permitted Uses</b>		
<b>Permitted Uses</b>	<b>Zoning Districts</b>	
	<b>R-3</b>	<b>OR-2</b>
Banks and other financial institutions		X
Broadcasting studios		X
Community facilities related to residential uses religious facilities, police/fire stations, and elementary, middle, high, and vocational schools.		X
Community facilities related to residential uses religious facilities, police/fire stations, and elementary, middle, and vocational schools. Library, high school prohibited	X	
Day Care Centers		X
Golf Courses	X	X
Hotels and Motels including bed and breakfast inns		X
Medical and dental offices and services, laboratories, and clinics		X
Multiple-family dwellings	X	*
Non-medical offices and services, including business and government offices		X
Nursing homes		X
Off-street parking facilities		X
Passive and active recreation	X	X
Personal services		X
Single family attached dwelling	X	X
Single-family detached dwellings	X	X
Social, fraternal, recreational clubs and lodges and assembly halls		X
Studios for music, art, dance, drama, and voice		X
Veterinary services		X
Two-family dwelling units	X	
Zero lot line single-family dwellings	X	X
Any C-1 use on a multi-story building with office and residential uses on second floor, including residential care		X

See Attachment #5: §10-6.637 R-3 Single and Two Family Residential; §10-6.643, OR-2 Office-Residential district charts.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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<b>Table 2: Development Intensity Allowed by District</b>				
<b>Zoning District</b>	<b>Maximum Residential Density</b>	<b>Maximum Non-Residential Building Size</b>	<b>Allowable Density for Subject Site (6.28 acres)</b>	<b>Allowable Non-Residential Intensity for Subject Site (6.28 acres)</b>
<b>OR-2 (Proposed)</b>	16 du/acre	20,000 square feet per gross acre; Max. 3 stories.	100 dwelling units	125,600 sf of office;
<b>R-3 (Existing)</b>	8 du/ acres	10,000 square feet per acre	50 dwelling units	60,300 sf of office
<b>Net Change in Use</b>			<b>+ 50 dwelling units</b>	<b>+60,300 sf of office</b>

3. **Changed Conditions.** *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

No.

4. **Land Use Compatibility.** *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. As indicated in Table 3, the subject property is adjacent to commercial uses to the north and east, and residential or potentially residential, uses to the south and west. The rezoning of the subject property would provide a transition from the CP-zoned commercial properties, which allows a higher intensity of non-residential development as well as of automobile oriented uses, e.g. car lot, and the residentially zoned property. In addition, any development of the subject property would be required to be consistent with Comprehensive Plan Policy 2.1.1[L] and Leon County Land Development regulations that require vegetative buffers and other measures to buffer adjacent incompatible uses (see Attachment #3.)

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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Table 3: Surrounding Zoning and Future Land Use				
Area	Zoning	Future Land Use	Physical Use	Comments
Subject Property	R-3	Suburban	Vacant	
North	CP	Suburban	Vacant vehicle sales	Northern portion of subject parcel
South	R-3	Urban Residential 2	Vacant	
West	R-5, MH	Urban Residential 2	Manufactured Home Park	Multiple parcels under single ownership
East	CP	Suburban	Nursery (plant)	

**5. School Considerations.** *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

School district staff analyzed the zoning change and did not identify any issues. The current school impact analysis can be viewed in Attachment #6.

**6. Other Matters.** *Are there any other matters, which the Commission may deem relevant and appropriate?*

No.

**Public Notification & Response:**

This request has been noticed and advertised in accordance with the provisions of the *Leon County Code of Ordinances* (Attachment #7). The Planning Department mailed 36 notices to property owners within 1,000 feet of the subject property. To date, the Planning Department has received one response requesting information on the proposed rezoning.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)

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**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Official Zoning Map to change the zoning classification from the Single Family Attached, Detached and Two Family Residential (R-3) zoning district to the Office Residential 2 (OR-2).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance, thereby not amending the Official Zoning Map to change the zoning classification from the Single Family Attached, Detached and Two Family Residential (R-3) zoning district to the Office Residential 2 (OR-2).
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Ordinance/Location Map
2. Zoning/Existing LU Map
3. Comprehensive Plan Policies
4. Flood Zone Map
5. Zoning Districts R-3 and OR-2
6. School Impact Analysis Form
7. Legal Ad

LEON COUNTY ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT TO THE OFFICE RESIDENTIAL OR-2 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

**SECTION 1.** The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

LRZ180002: From Single Family Two-Family Residential (R-3) to Office Residential (OR-2)

BEGIN AT AN IRON PIPE KNOWN AS MARKING THE NORTHEAST COMER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, THENCE RUN SOUTH 89 DEGREES 01 MINUTES 15 SECONDS WEST A DISTANCE OF 302.42 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE CONTINUE SOUTH 89 DEGREES 01 MINUTES 15 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 359.25 FEET, THENCE RUN NORTH 01 DEGREES 43 MINUTES 31 SECONDS WEST A DISTANCE OF 132.02 FEET, THENCE RUN NORTH 00 DEGREES 37 MINUTES 18 SECONDS WEST A DISTANCE OF 620.73 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, THENCE RUN EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 6329.65 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 13 MINUTES 47 SECONDS FOR AN ARC DISTANCE OF 356.78 FEET (THE CHORD OF SAID ARC BEARS NORTH 85 DEGREES 16 MINUTES 38 SECONDS EAST A DISTANCE OF 356.74 FEET), THENCE RUN SOUTH 01 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 776.02 FEET TO THE POINT OF BEGINNING, CONTAINING 6.28 ACRES, MORE OR LESS.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be



held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwen Marshall, Clerk of the Court and  
Comptroller, Leon County, Florida

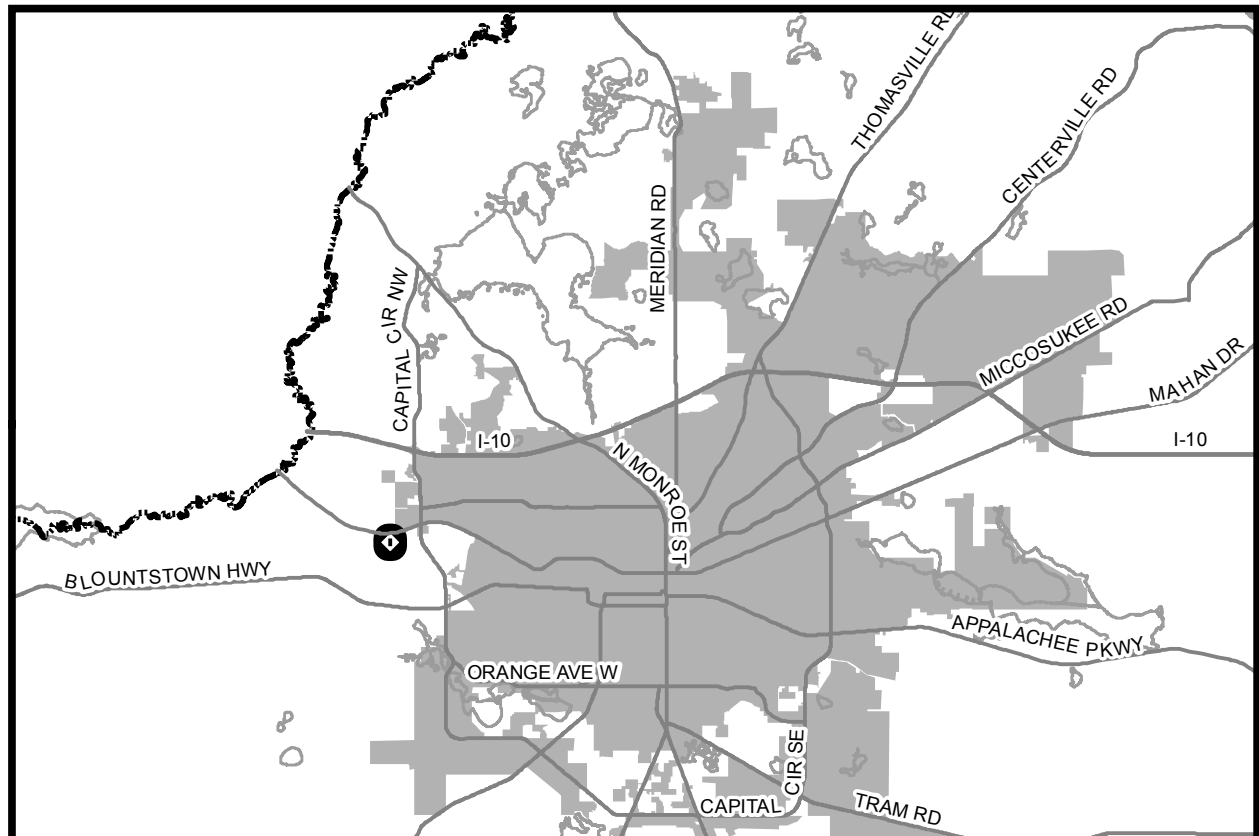
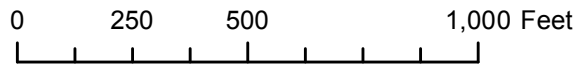
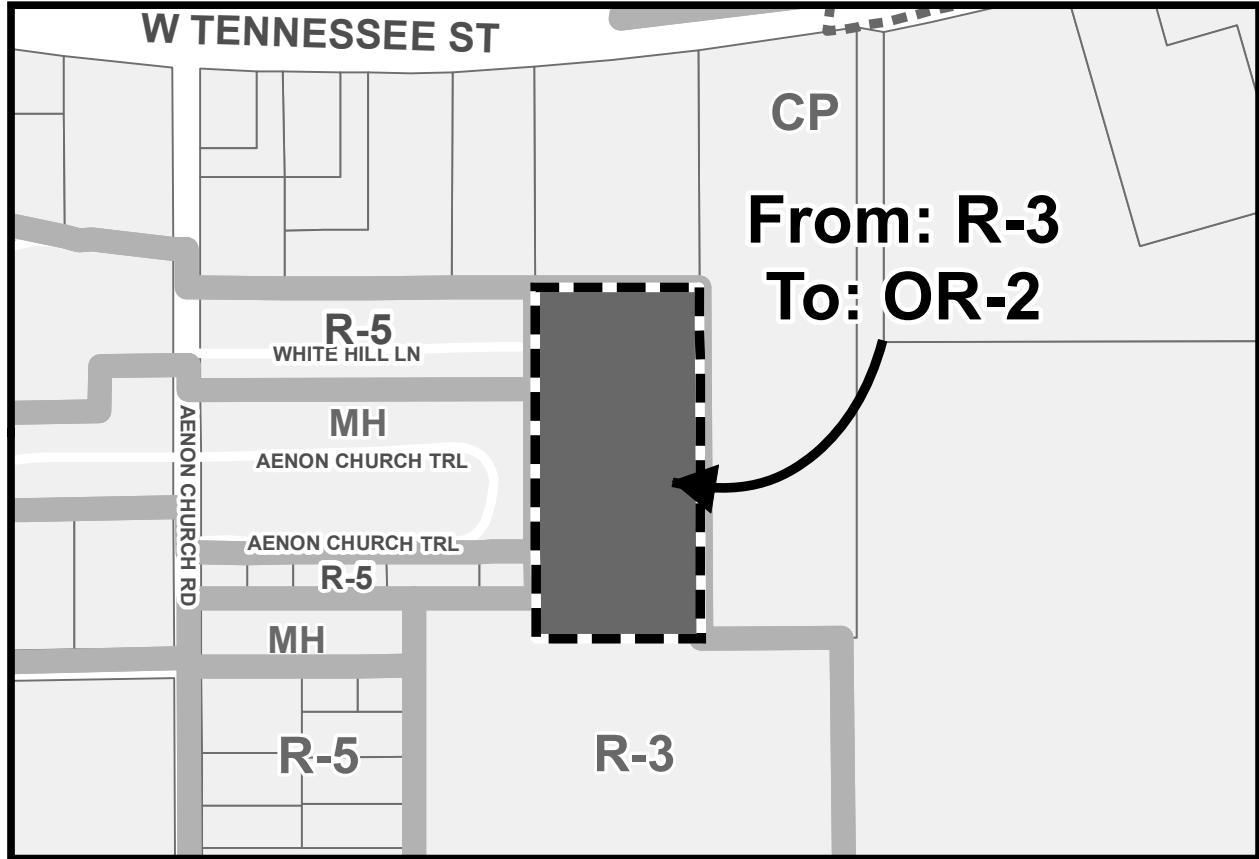
By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

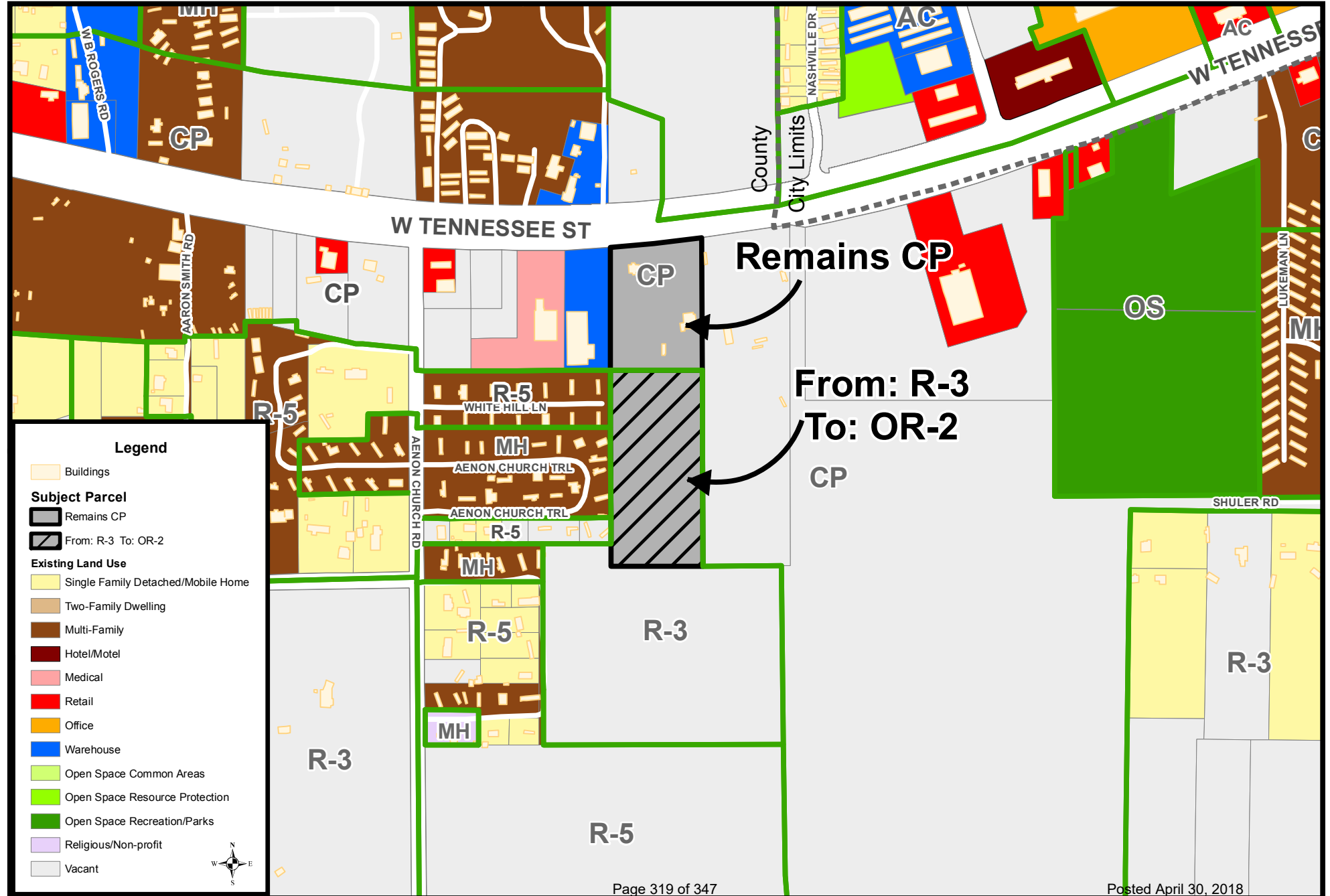
# Exhibit A Ceballos Mixed Use Development Rezoning

LRZ #180002



# Ceballos Mixed Use Development Existing Land Use and Zoning

LRZ #180002



## COMPREHENSIVE PLAN POLICIES:

### **Policy 1.1.7: [L]**

Higher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.

### **Policy 2.1.1: [L]**

Protect existing residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the residential environment. Comprehensive Plan provisions and Land Development Regulations to accomplish this shall include, but are not limited to:

- a) Inclusion of a Residential Preservation category on the Future Land Use Map.
- b) Limitations on future commercial intensities adjoining low density residential areas. Such limitations are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the commercial uses and the low density residential uses; and are to allow only those commercial activities which are compatible with low density residential development in terms of size and appearance.
- c) Limitations on future higher density residential adjoining low density residential areas. Such limitations are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the higher density residential uses and the low density residential uses.
- d) Limitations on future light industry adjoining low and medium density residential areas. Such limitations are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the light industrial uses and the low density residential uses.
- e) Preclusion of future heavy industrial adjoining any residential area.
- f) Additional development requirements for allowed community facilities when adjoining low density residential areas, except for cemeteries or religious facilities to be used solely for religious functions. Such development requirements will also apply if ancillary facilities are proposed in conjunction with religious facilities, and are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the community facilities and the low density residential uses.

**Policy 2.2.5: [L]**

**SUBURBAN**

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

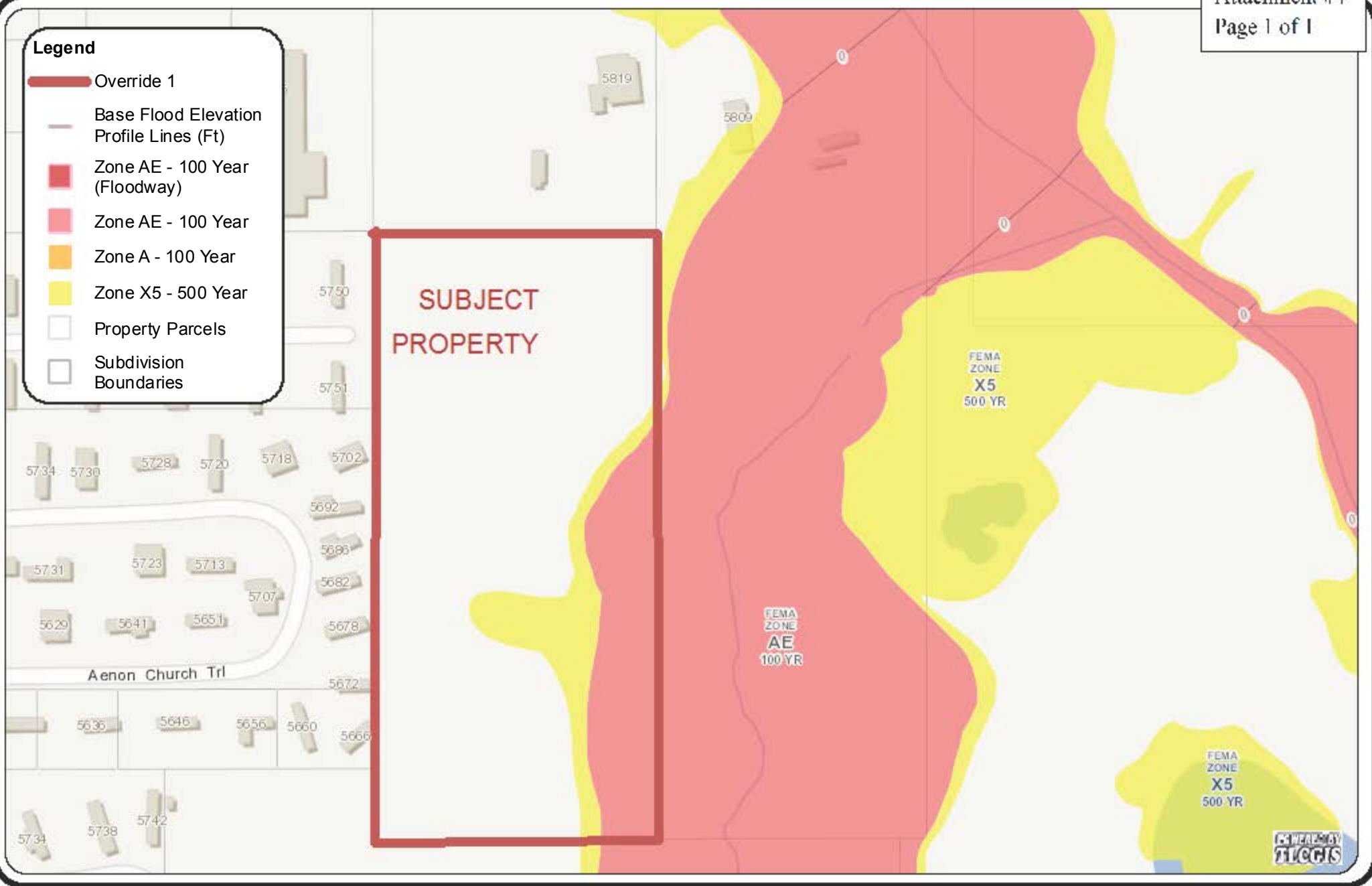
To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

**Legend**

- Override 1
- Base Flood Elevation Profile Lines (Ft)
- Zone AE - 100 Year (Floodway)
- Zone AE - 100 Year
- Zone A - 100 Year
- Zone X5 - 500 Year
- Property Parcels
- Subdivision Boundaries

SUBJECT  
PROPERTY



**Flood Zone**

**DISCLAIMER**

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



**Scale:**

Not To Scale:

**Date Drawn:**

March 14, 2018

**Tallahassee/Leon County GIS**  
Management Information Services  
Leon County Courthouse  
301 S. Monroe St, P3 Level  
Tallahassee, FL 32301  
850.906.5620  
<http://www.tlccgis.org>



Section 10-6.637. R-3 Single- and Two-Family Residential District.

1. District Intent	PERMITTED USES								
	2. Principal Uses						3. Accessory Uses		
The R-3 district is intended to be located in areas designated Bradfordville Mixed Use, Urban Residential, Urban Residential 2, or Suburban on the Future Land Use Map of the Comprehensive Plan which contain or are anticipated to contain a wide range of single-family and two-family housing types. The maximum gross density allowed for new residential development in the R-3 district is 8 dwelling units per acre; a minimum density of 4 dwelling units per acre is required when applied to the Urban Residential future land use category. The minimum density is not applicable if constraints of public easements, concurrency, or preservation an/or conservation features preclude the attainment of the minimum densities. Certain community and recreational facilities related to residential uses are also permitted.	(1) Community facilities related to residential uses including religious facilities, police/fire stations, and elementary, middle, vocational, and exceptional student education schools. Libraries and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (2) Golf courses. (3) Passive and active recreational facilities. (4) Single-family attached dwellings. (5) Single-family detached dwellings. (6) Two-Family dwellings. (7) Zero-lot line single-family detached dwellings.						(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.		
	DEVELOPMENT STANDARDS								
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	not applicable	15 feet	25 feet	maximum length: 8 units	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,000 square feet	60 feet	100 feet	20 feet	same as for single-family detached dwellings	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	25 feet	same as for single-family detached dwellings	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

**GENERAL NOTES:**

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

Section 10-6.643. OR-2 Office Residential district.

PERMITTED USES											
1. District Intent	2. Principal Uses							3. Accessory Uses			
<p>The OR-2 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-2 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-2 district. The maximum gross density allowed for new residential development in the OR-2 district is 16 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.</p> <p>In order to implement the business park development pattern, a minimum of 10 acres is required with at least 3 types of uses which shall include office and commercial.</p>	<p>(1) Banks and other financial institutions.                      (2) Broadcasting studios.                      (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary and middle schools and vocational schools. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations.                      (4) Day care centers.                      (5) Golf courses.                      (6) Hotels and motels, including bed and breakfast inns.                      (7) Medical and dental offices and services, laboratories, and clinics.                      (8) Multiple-family dwellings.                      (9) Non-medical offices and services, including business and government offices and services.                      (10) Nursing homes and other residential care facilities.                      (11) Off-street parking facilities.</p>							<p>(12) Passive and active recreational facilities.                      (13) Personal services.                      (14) Retail drug store with drive thru (only allowed in a business park development)                      (15) Retail food and grocery (only allowed in a business park development)                      (16) Single-family attached dwellings.                      (17) Single-family detached dwellings.                      (18) Social, fraternal, and recreational clubs and lodges, including assembly halls.                      (19) Stand alone restaurants without drive thru (only allowed in a business park development)                      (20) Studios for photography, music, art, dance, drama, and voice.                      (21) Two-family dwellings.                      (22) Veterinary services, including veterinary hospitals.                      (23) Zero-lot line single-family detached dwellings.                      (24) Any use permitted in the C-1 district (and is not listed in uses 1-20 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.</p>		<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee.                      (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Administrator or designee.</p>	
DEVELOPMENT STANDARDS											
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions			
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)		
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories		
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories		
Single-Family Attached Dwellings	1,600 s.f. min.; avg. of 2,000 square feet	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories		
Development Standards Continued on Page 2 of 2											

DEVELOPMENT STANDARDS									
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories
<b>7. Additional Criteria and Restrictions for Business Park Development:</b> Commercial uses shall not exceed 25% of the total square feet of the development.									

**GENERAL NOTES:**

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

# SCHOOL IMPACT ANALYSIS FORM

<b>Agent Name: Magnolia Engineering LLC</b> <b>Applicant Name: Saturnino Ceballos</b> <b>Address: 5819 W Tennessee Street</b> Tallahassee, FL 32304	<b>Date: 02-15-18</b>  <b>Telephone: 385-0203</b> <b>Fax:</b> <b>Email:</b>
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**① Location of the proposed Comprehensive Plan Amendment or Rezoning:**

*Tax ID #:* 21-30-20-210-0000 ( 6.29± +/- ac)—southern portion of the lot  
*Property address:* **5819 W Tennessee Street**  
*Related Application(s):*

**② Type of requested change (check one):**

Comprehensive plan land use amendment that permits residential development.  
 Rezoning that permits residential development.  
 Nonresidential land use amendment adjacent to existing residential development.  
 Nonresidential rezoning adjacent to existing residential development. \*

**③ Proposed change in Future Land Use or Zoning classification:**

*Comprehensive plan land use* From: \_\_\_\_\_ To: \_\_\_\_\_  
 *Zoning* From: R-3 To: OR-2

**Planning Department staff use only:**

**④ Maximum potential number of dwelling units permitted by the request:**

*Number of dwelling units:* 16 du per acre max 101 Units  
*Type(s) of dwelling units:* single-family detached, single family attached, multi-family residential and mixed-use development.

**Leon County Schools staff use only: School Board approved at the March 27, 2018 meeting**

**⑤ School concurrency service areas (attendance zones) in which property is located.**

	<b>Elementary: Ft. Braden</b>	<b>Middle: Ft. Braden</b>	<b>High: Godby</b>
Present capacity	___ 147 ___	___ 127 ___	___ 689 ___
Post Development capacity	___ 127 ___	___ 118 ___	___ 681 ___

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.

## Notice of Public Hearing

Notice is hereby given that Leon County will consider at the public hearing set forth below enactment of the proposed ordinances as follows:

**CEBALLOS MIXED USE DEVELOPMENT,  
5819 W TENNESSEE STREET**

**ORDINANCE NO. 18-**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT TO THE OFFICE RESIDENTIAL OR-2 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**REDWOOD VILLAS,  
3700 DESHAZIER LANE**

**ORDINANCE NO. 18-**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE RESIDENTIAL ACRE RA ZONING DISTRICT TO THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinances will be considered at the following public meeting:

1. Tallahassee-Leon County Planning Commission Meeting on April 3, 2018 at 6:00 PM, 2nd Floor Conference Room, 435 North Macomb Street

The Planning Commission will review this application at the public hearing listed above. Persons with standing may file a petition for quasi-judicial proceedings within 15 days (or 30 days for a decision on a Type C application) from the date the decisions were rendered (City); or within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat (County); in accordance with the Bylaws of the Planning Commission and the City of Tallahassee and Leon County Land Development Codes. Copies of the Bylaws and or further information are available from the Planning Department at the Planning Department, 435 North Macomb Street, Tallahassee, FL, (850) 891-6400.

**LOCAL PLANNING AGENCY BRIEFING**

April 3, 2018 at 6:00 PM, 2nd Floor Conference Room, 435 North Macomb Street

The Local Planning Agency (LPA) will receive a briefing from staff regarding the Comprehensive Plan Amendments.

For more information on these projects please go to [www.talgov.com/planning](http://www.talgov.com/planning) (see public notices tab).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

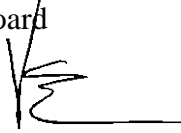


# Leon County Board of County Commissioners

## Agenda Item #13

May 8, 2018

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Planning Director
<b>Lead Staff/ Project Team:</b>	Russell Snyder, Administrator, Land Use Planning Mary Jean Yarbrough, Senior Planner, Land Use Division

### **Statement of Issue:**

This is the first and only public hearing on a proposed ordinance to change the zoning classification from Residential Acre to Single- and Two-Family Residential for a parcel of land located on the southern end of Deshazier Lane, south of its intersection with Stoneler Road. The applicant is Paradigm Engineers & Consultants. The proposal is consistent with the County's requirements for rezoning and has also been recommended for approval by the Planning Commission. Staff recommends approval of the ordinance.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the proposed ordinance (Attachment #1) amending the Official Zoning Map to change the zoning classification from the Residential Acre (RA) zoning district to the Single- and Two-Family Residential (R-3) zoning district.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

May 8, 2018

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## Report and Discussion

### **Background:**

The County received an application requesting a change to the Official Zoning Map from the RA zoning district to the R-3 zoning district on approximately 59.92± acres. The subject property is located at the end of Deshazier Lane, approximately 840 feet south of its intersection with Stoneler Road. The rezoning Ordinance and map is included as Attachment #1. A current zoning map of the site is included as Attachment #2.

This hearing is a quasi-judicial proceeding. Ex parte communications are prohibited during review of quasi-judicial proceedings. Ex parte communications are oral or written off-the-record communications made to decision-making personnel, without required notice to the parties, that is directed to influence or attempt to influence the merits or outcome of a decision. This term does not include procedural, scheduling and status inquiries or other inquiries or requests for information that have no bearing on the merits or outcome of the proceeding.

**Historic Zoning:** The 1990 Historic Zoning Atlas indicates that the historic zoning on the property was Agriculture (A-2).

**1990:** When the 1990 Tallahassee-Leon County Comprehensive Plan was adopted the subject parcel was placed in the Mixed Use-A Future Land Use Map (FLUM) Category.

**1992:** The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject parcel was zoned Residential Acre (RA).

**2006:** The Comprehensive Plan was amended to change the FLUM category of the subject parcel from Mixed Use A to Urban Residential-2, as a component of Comprehensive Plan reform.

**April 3, 2018 Planning Commission Discussion:** The Planning Commission held a public hearing on this item and voted (4-0) to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance. Three residents who live in the neighborhood directly north of the subject site (Rocky Hill) spoke in opposition of the rezoning. Their primary concern was safety issues related to increases in traffic from new development traveling through their neighborhood. They informed the commissioners that Deshazier Lane is currently constrained by a narrow road made narrower by residents regularly parking their cars on the street. Due to these conditions, the residents stated that since Deshazier Lane is the only access for the subject site, any increase in traffic will create a less safe environment for pedestrians and bicyclists.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

May 8, 2018

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Staff and the commissioners informed the speakers that their concerns are typically addressed at site plan review, not the rezoning stage. However, a commissioner inquired as to the possibility of the subject site providing access by utilizing a road located in a County park directly west of the Rocky Hill neighborhood, and thereby not affecting the neighborhood. Planning staff contacted the Leon County Public Works Department to find out if a connection to the park's road is a feasible alternative. Public Works staff responded that the connection from the subject site to the park drive cannot be approved due to environmental constraints and potential safety conflicts between through-traffic and park users.

It should be noted that the Rocky Hill neighborhood currently contains 20 homes. Utilizing the current RA zoning, the subject site can construct 14 homes +/- and would be required to make the necessary roadway improvements for the traffic that would be generated from the new development.

### **Analysis:**

In accordance with Section 10-6.205(b) 11 (Procedures for Ordinance and Official Zoning Map Amendments) of the *Leon County Code of Ordinances*, the County shall consider the following in determining whether to recommend approval or denial of an application:

**1. *Comprehensive Plan.*** Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?

Yes. The subject property is located in the Urban Residential-2 (UR-2) Future Land Use Map (FLUM) Category and is within the Urban Service Area. According to Land Use Policy 2.2.24 (Attachment #3), it is the intent of the UR-2 FLUM category “[t]o promote infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The [UR-2 FLUM Category] allows townhouses, single-family detached, two-family and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses.” The current RA zoning district only allows single-family detached at a density of 1 dwelling unit per acre, while the proposed R-3 zoning district allows a wide range of single-family and two-family housing types at a maximum density of 8 dwelling units per acre, furthering the intent of the UR-2 FLUM category.

The development potential of the site will be significantly limited due to the existence of conservation and preservation features that are located on approximately 46 acres of the site, which the developer will be required to place into conservation easements consistent with Conservation Element Policies 1.3.1 and 1.3.4 (Attachment #3). However, the remaining acreage (approximately 14 acres), if allowed to develop at a higher density, will also further the intent of the UR-2 FLUM category by allowing more infill development, thereby reducing urban sprawl by concentrating growth within the USA.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

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The Urban Service Area boundary was adopted to 1) guide development into areas where urban services are already provided, 2) protect rural and agricultural lands from premature development, and 3) provide for a fiscally sustainable model of population accommodation. This rezoning to R-3 would provide additional buildable lots in an area served by urban infrastructure.

**2. *Conformance with the Land Development Regulations.*** *Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size?*

Yes. The proposed rezoning conforms to the land development code requirements of the R-3 zoning district. In accordance with Section 10-6.637 of the Leon County Land Development Code (Attachment #4), the R-3 zoning district is intended to be located in areas designated UR-2 on the future land use map of the comprehensive plan, which contain or are anticipated to contain a wide range of single-family and two-family housing types. The R-3 zoning district allows a wide range of single-family and two-family housing types, while the RA zoning district only allows single-family detached housing. The maximum gross density allowed for new residential development in the R-3 district is 8 dwelling units per acre and a minimum of 4 dwelling units per acre; however, the number of dwelling units that can be constructed on this property will be greatly reduced due to environmental constraints (100-year flood plain, watercourses, wetlands, and significant slopes) that cover approximately 46 acres of the site. The remaining 14 acres of developable land would yield a maximum of 112 units (Attachment #5) for an average of 8 units per acre.

Additionally, the Land Development Code requires development to connect to sewer if a point of connection to a sewer line exists within 800 feet of the development. A representative from Talquin Electric informed staff that a sewer main exists at the southern end of the paved portion of Deshazier Lane, which locates the property within the 800-foot requirement, therefore requiring the development to connect to sewer. In fact, the RA zoning district intent states that RA zoning is to apply to areas where sanitary sewer is not expected to be available. Since sanitary sewer is available and new development will be required to connect, the R-3 district would be the more appropriate zoning than RA.

A comparison of existing and proposed uses in the RA and R-3 zoning districts is provided in Table 1, and a comparison of the allowable density and intensity is contained in Table 2.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

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<b>Table 1: Comparison of Existing and Proposed Permitted Uses</b>		
<b>Permitted Uses</b>	<b>Zoning Districts</b>	
	<b>RA</b>	<b>R-3</b>
Passive and Active Recreation Facilities	X	X
Agricultural Production - Crops	X	
Cemeteries	X	
Community services in accordance with section 10-6.806 of these regulations	X	X
Community facilities related to residential uses, including libraries, religious facilities, police/fire stations, and elementary/middle schools.	X	
Community facilities related to residential uses including religious facilities, police/fire stations, elementary/middle schools, and vocational and exceptional student education schools.		X
Single-Family Attached		X
Single-Family Detached	X	X
Two-Family Dwellings		X
Zero-Lot Line Single-Family Detached		X
Golf Courses		X

See Attachment #4: §10-6.634 RA Residential Acre; §10-6.637, R-3 Single- and Two-Family Residential district charts.

<b>Table 2: Development Intensity Allowed by District</b>				
<b>Zoning District</b>	<b>Maximum Residential Density</b>	<b>Maximum Non-Residential Building Size</b>	<b>Allowable Density for Subject Site (14 acres of buildable land)</b>	<b>Allowable Non-Residential Intensity for Subject Site (14 acres of buildable land)</b>
<b>R-3 (Proposed)</b>	8 du/acre	10,000 square feet per acre of gross building floor area. Max. 3 stories.	112 dwelling units	140,000 sf of Non-Residential
<b>RA (Existing)</b>	1 du /acre	10,000 square feet per acre of gross building floor area. Max. 3 stories.	14 dwelling units	140,000 sf of Non-Residential
<b>Net Change in Use</b>			<b>+ 98 dwelling units</b>	<b>+ 0 sf of Non-Residential</b>

**3. *Changed Conditions.*** *Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?*

Yes. The subject parcel was originally zoned Mixed Use-A (MU-A) and was rezoned to Residential Acre (RA) in 1997 when the City of Tallahassee implemented "Site Specific Zoning." The subject parcel and the adjoining properties that were zoned to allow residential uses had a future land use change in 2007 from Mixed Use A to Urban Residential-2 due to Comprehensive Plan Reform. Also, the RA zoning district intent states that RA zoning is to apply to areas where sanitary sewer is not expected to be available. As mentioned under #2 above, sanitary sewer is available and any new development on the subject property will be required to connect. Therefore, RA is no longer the most appropriate zoning for the property.

Additionally, if the subject site were developed under the current zoning, 14 houses would be allowed, thus resulting in roadway improvements and increased traffic through the Rocky Hill neighborhood.

Lastly, legal access to the proposed rezoning site is currently provided by Deshazier Lane. A portion of the road located in the Rocky Hill subdivision was improved to meet Leon County Public Works standards in 2009 when that subdivision was constructed (See Attachment #2). The road was stubbed out to indicate future expansion, and a fence placed at the property line (See Attachment #3) until such time the adjoining parcel developed. The remaining portion of the road (south of the existing Rocky Hill subdivision and on the subject site itself) will be required to be improved to County standards at the time of development. These roadway improvements will be required for any new development whether the zoning is RA or R-3.

**4. *Land Use Compatibility.*** *Will the proposal result in any incompatible land uses, considering the type and location of uses involved?*

No. The proposed zoning (R-3) is the same zoning as the closest neighborhood (Rocky Hill). As indicated in Table 3, there is a single-family neighborhood and a park to the north and a single-family neighborhood to the south of the subject property. Located on the east side of the subject parcel is a large parcel with a church and to the west are two parcels; one parcel contains a single-family home and the other parcel is vacant. The RA and the R-3 zoning districts both allow residential uses along with community facilities and active and passive recreation. As previously mentioned, development can only occur on 14 acres located at the center of the site since the remaining acreage is constrained with conservation and preservation areas. Additionally, the protected environmental features will surround any new development, providing a natural buffer between the existing and proposed development.



Table 3: Surrounding Zoning and Future Land Use				
Area	Zoning	Future Land Use	Physical Use	Comments
<b>Subject Parcel</b>	<b>RA</b>	<b>Urban Residential-2</b>	<b>Single family home</b>	
North	R-3/RA	Suburban/ Government Operational	Single family subdivision/ Leon County park	Rocky Hill Subdivision; Stoneler Road Park
South	RP	Residential Preservation	Single family neighborhood	
West	RA	Urban Residential-2	Single family home/vacant	
East	R-3/RA	Suburban	Church	Northwoods Baptist Church

**5. School Considerations.** *Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?*

School district staff analyzed the zoning change and did not identify any issues at this time, the rezoning stage. The current school impact analysis can be viewed in Attachment #6.

**6. Other Matters.** *Are there any other matters, which the Commission may deem relevant and appropriate?*

Yes. **Sanitary Sewer** - as mentioned above, the RA zoning district is intended to apply to areas where sanitary sewer is not expected to be available. Sanitary sewer is available to the subject property and any new development will be required to connect, thus making the area more suitable for higher density residential development than RA.

Also, local builders' groups regularly state there is a need for more buildable lots within Leon County. Analyses have repeatedly shown that there is enough land within the Urban Service Area to accommodate Leon County population for the foreseeable future. The Urban Service Area boundary was adopted to 1) guide development into areas where urban services are already provided, 2) protect rural and agricultural lands from premature development, and 3) provide for a fiscally sustainable model of population accommodation. This rezoning to R-3 would provide additional buildable lots in an area served by urban infrastructure, thus helping meet existing housing demand while being consistent with the overarching goals of the Comprehensive Plan.

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)

May 8, 2018

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**Public Notification & Response:**

This request has been noticed and advertised in accordance with the provisions of the *Leon County Code of Ordinances* (Attachment #7). The Planning Department mailed 88 notices to property owners within 1,000 feet of the subject property, which included a representative from the Lakewood Area and the Lakewood Village Homeowners Associations. To date, the Planning Department has received two inquiries requesting additional information regarding the proposed rezoning.

**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) amending the Official Zoning Map to change the zoning classification from the Residential Acre (RA) to the Single- and Two-Family Residential (R-3) zoning district.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance (Attachment #1) amending the Official Zoning Map to change the zoning classification from the Residential Acre (RA) to the Single- and Two-Family Residential (R-3) zoning district.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Ordinance/Location Map
2. Zoning Map of Subject Property and Surrounding Area
3. Comprehensive Plan Policies
4. Land Development Regulations
5. Conservation/Preservation Features Map of Subject Property and Surrounding Area
6. School Impact Analysis Form
7. Legal Ad

LEON COUNTY ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE RESIDENTIAL ACRE RA ZONING DISTRICT TO THE SINGLE- AND TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

**SECTION 1.** The Official Zoning Map as adopted in Leon County Ordinance No. 92-11 is hereby amended as it pertains to the following described real property:

LRZ180003: From Residential Acre (RA) to Single- and Two-Family Residential (R-3)

The South Half of the Southwest Quarter of the Southeast Quarter of Section 6 and the Northwest Quarter of the Northeast Quarter of Section 7, Township 1 North, Range 1 West, Leon County, Florida, and being more particularly described as follows:

Begin at an old terra cotta monument marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 1 North, Range 1 West, Leon County, Florida, and thence run South 01 degrees 13 minutes 53 seconds East 1263.34 feet to an iron pipe marking the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 7, thence run South 86 degrees 28 minutes 23 seconds West 1349.81 feet to a concrete monument marking the Southwest corner of the Northwest Quarter of said Northeast Quarter, thence run North 00 degrees 34 minutes 53 seconds West 1313.32 feet to the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 7, thence run North 01 degrees 07 minutes 40 seconds West 663.78 feet to an iron pipe marking the Northwest corner of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 6, thence run North 88 degrees 52 minutes 14 seconds East 1338.13 feet to the Northeast corner of the South Half of the Southwest Quarter of said Southeast Quarter, thence run South 00 degrees, 45 minutes 08 seconds East 657.25 feet to the POINT OF BEGINNING containing 59.92 acres, more or less.

(See Exhibit A)

**SECTION 2.** All Ordinance or parts of Ordinance in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with said Comprehensive Plan.

**SECTION 3.** If any word, phrase, clause, section or portion of this Ordinance shall be

held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Gwen Marshall, Clerk of the Court and  
Comptroller, Leon County, Florida

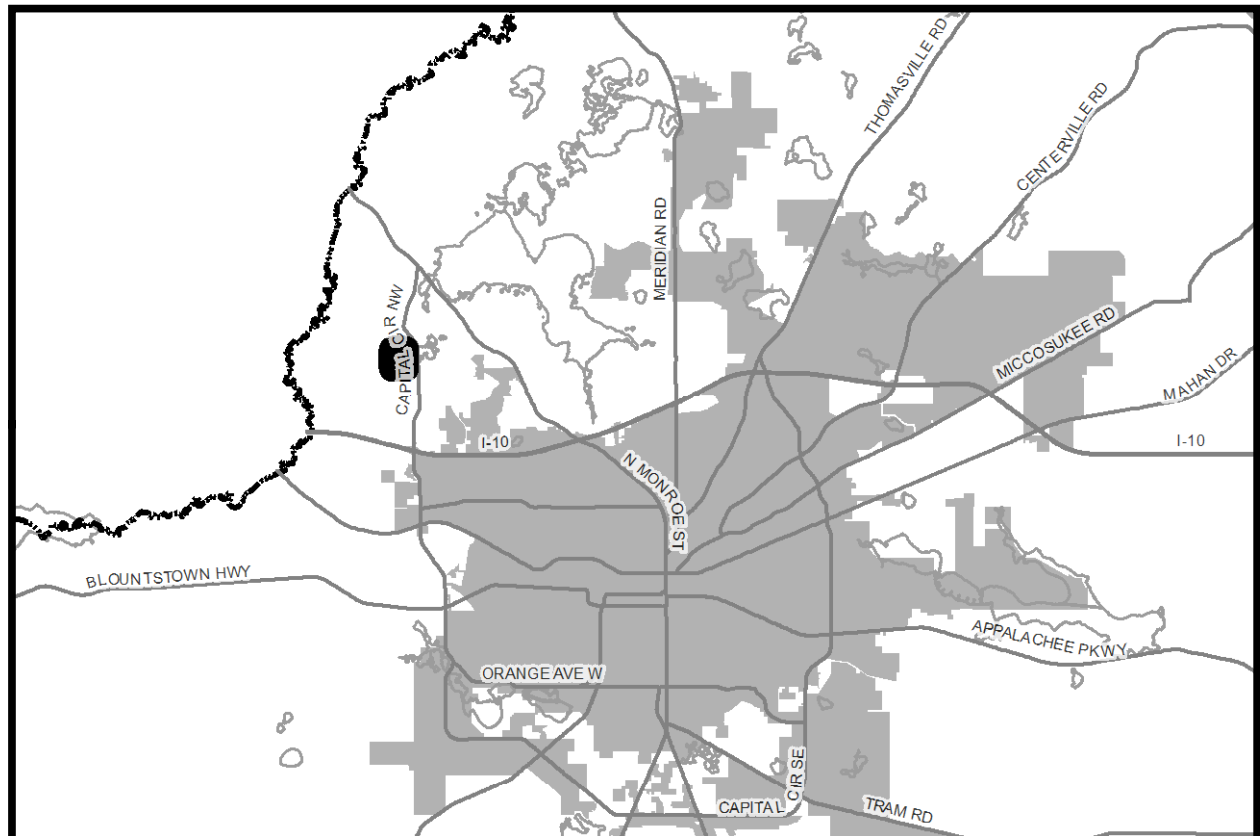
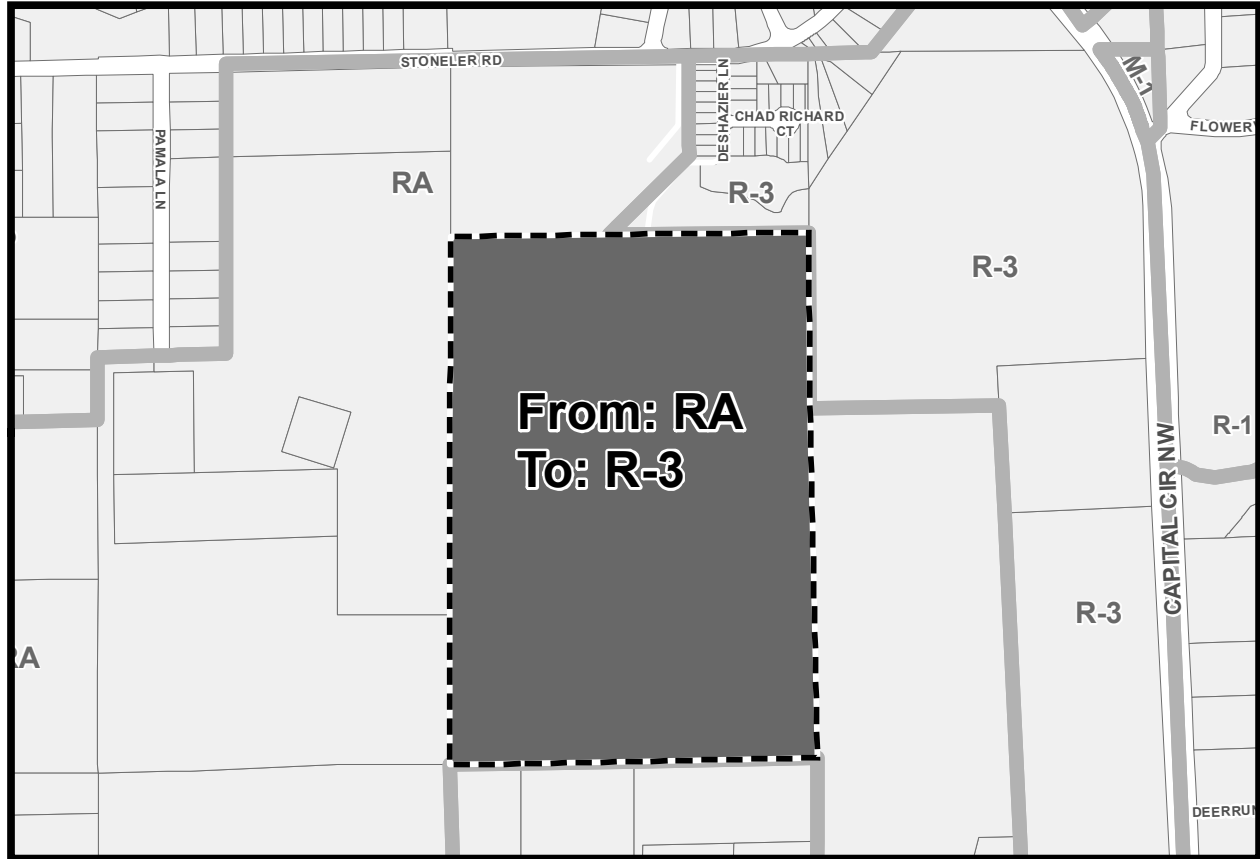
By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

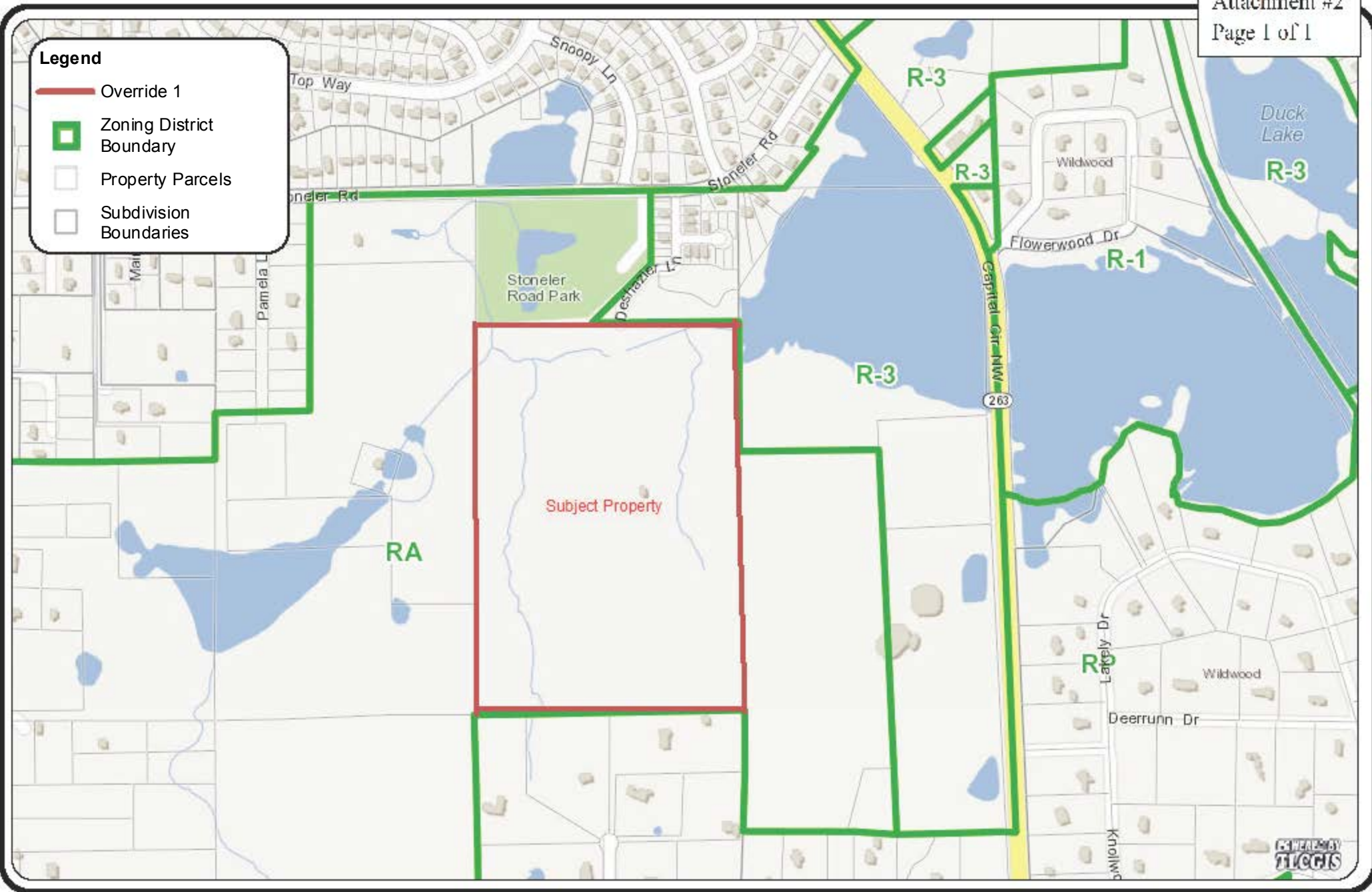
By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

# Exhibit A Redwood Villas Rezoning

LRZ #180003



- Legend**
- Override 1
  - Zoning District Boundary
  - Property Parcels
  - Subdivision Boundaries



**Zoning Map - 3700 Deshazier Lane**

**DISCLAIMER**

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



<b>Scale:</b>	Tallahassee/Leon County GIS Management Information Services Leon County Courthouse 301 S. Monroe St, P3 Level Tallahassee, FL 32301 850-606-5620
Not To Scale:	
<b>Date Drawn:</b>	March 16, 2018
<b>Post Date:</b>	March 16, 2018
<b>GIS:</b>	<a href="http://www.tlccgis.org">http://www.tlccgis.org</a>



## Land Use Element

### *Policy 2.2.24: [L]*

#### **URBAN RESIDENTIAL 2 (REV. EFF. 7/26/06; REV. EFF. 3/14/07; REV. EFF. 1/22/16)**

The primary intent of the Urban Residential 2 land use category, which is to be applied only within the Urban Services Area, is to encourage a range of (20 dwelling units per acre) housing, thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The implementing zoning district(s) shall contain design standards as well as locational criteria in order to accomplish these goals. The Urban Residential 2 category allows townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses. The implementing zoning district(s) within the land development regulations shall further specify the allowable uses. Urban Residential 2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. The category is not intended to be applied within the interior of an existing designated residential preservation area, unless to correct, legal non-conforming uses and/or densities. The maximum residential density within the Urban Residential 2 category is 20 units per acre.

## Conservation Element

### **CONSERVATION AREAS**

#### *Policy 1.3.1: [C] (REV. EFF. 6/07/01; REV. EFF. 7/19/13)*

The following natural features shall be identified and mapped prior to rezoning or development and be regulated as conservation areas:

- a) Altered floodplains and floodways,
- b) Altered watercourses and improved elements of the primary drainage system;
- c) Altered wetlands;
- d) Closed basins;
- e) Significant grade areas 10%–20% (only required outside the Urban Service Area);
- f) High quality successional forests;
- g) Areas exhibiting active karst features; and
- h) Designated canopy road corridors

### **PRESERVATION AREAS**

#### *Policy 1.3.4: [C] (REV. EFF. 12/10/91; RENUMBERED EFF. 7/26/06, REV. EFF. 7/19/13)*

The following natural features shall be identified and mapped prior to rezoning or development and be regulated as preservation areas:

- a) Wetlands and waterbodies and water courses;

- b) Severe grades over 20% (only required outside of the Urban Service Area);
- c) Native forests;
- d) Undisturbed/undeveloped 100-year floodplain;
- e) Areas of environmental significance; and
- f) Habitats of endangered, threatened and species of special concern

Section 10-6.634. RA Residential Acre District.

I. District Intent	PERMITTED USES								
	2. Principal Uses				3. Accessory Uses				
The RA zoning district is intended to be located in areas designated Bradfordville Mixed Use, Suburban, Urban Residential 2, or Woodville Rural Community on the Future Land Use Map and is intended to apply to selected areas located on the periphery of the urban service area where sanitary sewer is not expected to be available or environmental constraints exist. The regulations of this district are intended to permit low density or intensity development, consistent with environmental and infrastructure constraints, without precluding future expansion of urban services. The maximum gross density allowed for new residential development in the RA district is 1 dwelling unit per acre. This district also allows certain community and recreational facilities related to residential uses.	(1) Agricultural production - crops (2) Cemeteries (3) Community facilities related to residential uses including religious facilities, police/fire stations, elementary and middle schools and libraries. Vocational and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (4) Golf courses. (5) Passive and active recreational facilities. (6) Single-family detached dwellings.				(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.				
	DEVELOPMENT STANDARDS								
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	1 acre	80 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Uses	1 acre	100 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

**GENERAL NOTES:**

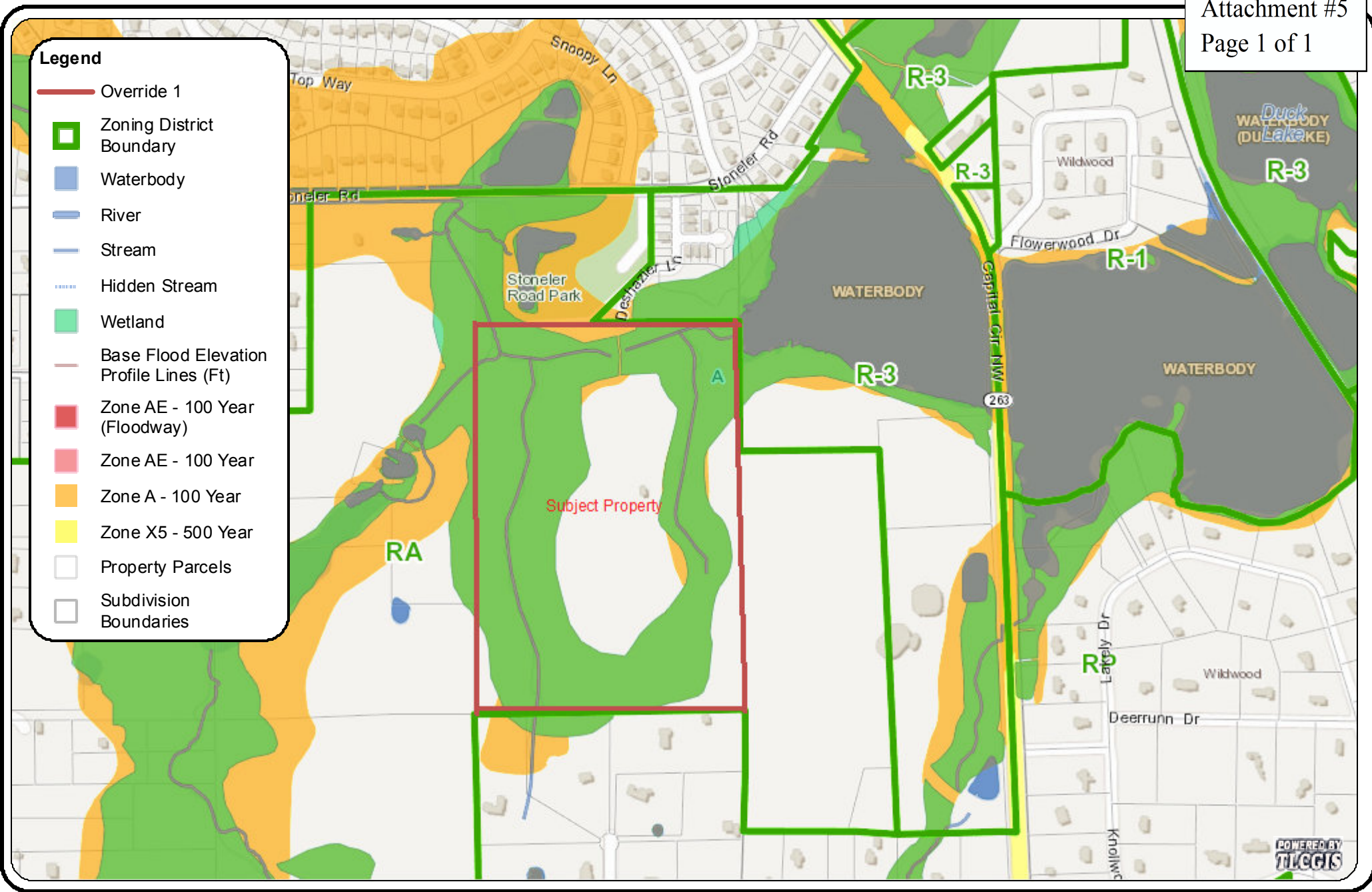
1. If central sanitary sewer is not available, non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

Section 10-6.637. R-3 Single- and Two-Family Residential District.

1. District Intent	PERMITTED USES								
	2. Principal Uses				3. Accessory Uses				
The R-3 district is intended to be located in areas designated Bradfordville Mixed Use, Urban Residential, Urban Residential 2, or Suburban on the Future Land Use Map of the Comprehensive Plan which contain or are anticipated to contain a wide range of single-family and two-family housing types. The maximum gross density allowed for new residential development in the R-3 district is 8 dwelling units per acre; a minimum density of 4 dwelling units per acre is required when applied to the Urban Residential future land use category. The minimum density is not applicable if constraints of public easements, concurrency, or preservation an/or conservation features preclude the attainment of the minimum densities. Certain community and recreational facilities related to residential uses are also permitted.	(1) Community facilities related to residential uses including religious facilities, police/fire stations, and elementary, middle, vocational, and exceptional student education schools. Libraries and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-6.806 of these regulations. (2) Golf courses. (3) Passive and active recreational facilities. (4) Single-family attached dwellings. (5) Single-family detached dwellings. (6) Two-Family dwellings. (7) Zero-lot line single-family detached dwellings.				(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the County Administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the County Administrator or designee.				
	DEVELOPMENT STANDARDS								
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	not applicable	15 feet	25 feet	maximum length: 8 units	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,000 square feet	60 feet	100 feet	20 feet	same as for single-family detached dwellings	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	25 feet	same as for single-family detached dwellings	15 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

**GENERAL NOTES:**

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).



**Legend**

- Override 1
- Zoning District Boundary
- Waterbody
- River
- Stream
- Hidden Stream
- Wetland
- Base Flood Elevation Profile Lines (Ft)
- Zone AE - 100 Year (Floodway)
- Zone AE - 100 Year
- Zone A - 100 Year
- Zone X5 - 500 Year
- Property Parcels
- Subdivision Boundaries



**Conservation/Preservation Features Map - 3700 Deshazier Lane**

**DISCLAIMER**

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



<b>Scale:</b>	Tallahassee/Leon County GIS Management Information Services
Not To Scale:	Leon County Courthouse 301 S. Monroe St, P3 Level Tallahassee, FL 32301
<b>Date Drawn:</b>	Post 650/606-5602018
March 16, 2018	<a href="http://www.tlccgis.org">http://www.tlccgis.org</a>



# SCHOOL IMPACT ANALYSIS FORM

<b>Agent Name: Paradigm Engineers and Consultants</b> <b>Applicant Name: Gwen Deshazier &amp; Antowan Byrd</b> <b>Address: 3700 Deshazier Lane</b> Tallahassee, FL 32303	<b>Date: 02-15-18</b>  <b>Telephone: 264-4869</b> <b>Fax:</b> <b>Email:</b>
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**① Location of the proposed Comprehensive Plan Amendment or Rezoning:**

Tax ID #: 21-06-20-622-0000 (59.92 ± +/- ac)  
 Property address: **3700 Deshazier Lane**  
 Related Application(s):

**② Type of requested change (check one):**

Comprehensive plan land use amendment that permits residential development.  
 Rezoning that permits residential development.  
 Nonresidential land use amendment adjacent to existing residential development.  
 Nonresidential rezoning adjacent to existing residential development. \*

**③ Proposed change in Future Land Use or Zoning classification:**

Comprehensive plan land use From: \_\_\_\_\_ To: \_\_\_\_\_  
 Zoning From: RA To: R-3

**Planning Department staff use only:**

**④ Maximum potential number of dwelling units permitted by the request:**

Number of dwelling units: 8 du per acre max 479 Units  
 Type(s) of dwelling units: single-family detached, single family attached, two-family and zero-lot line single-family detached.

**Leon County Schools staff use only: School Board approved at the March 27, 2018 meeting.**

**⑤ School concurrency service areas (attendance zones) in which property is located.**

	<b>Elementary: Springwood</b>	<b>Middle: Griffin</b>	<b>High: Godby</b>
Present capacity	_ 111 _	_ 25 _	_ 689 _
Post Development capacity	_ 17 _	_ -16 _	_ 646 _

Calculations based on maximum possible students-single family <1000 base square feet  
 Coordination with Leon County Schools if built at maximum possible

This form is required by §8.3 of the Public School Concurrency and Facility Planning Interlocal Agreement as adopted on September 1, 2006 by the City of Tallahassee, Leon County, and Leon County School Board. Pursuant to §6.4 of the Agreement, the City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.



## Notice of Public Hearing

Notice is hereby given that Leon County will consider at the public hearing set forth below enactment of the proposed ordinances as follows:

**CEBALLOS MIXED USE DEVELOPMENT,  
5819 W TENNESSEE STREET**

**ORDINANCE NO. 18-**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT TO THE OFFICE RESIDENTIAL OR-2 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**REDWOOD VILLAS,  
3700 DESHAZIER LANE**

**ORDINANCE NO. 18-**

AN ORDINANCE AMENDING LEON COUNTY ORDINANCE NO. 92-11 TO PROVIDE FOR A CHANGE IN ZONE CLASSIFICATION FROM THE RESIDENTIAL ACRE RA ZONING DISTRICT TO THE SINGLE FAMILY TWO-FAMILY RESIDENTIAL R-3 ZONING DISTRICT IN LEON COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinances will be considered at the following public meeting:

1. Tallahassee-Leon County Planning Commission Meeting on April 3, 2018 at 6:00 PM, 2nd Floor Conference Room, 435 North Macomb Street

The Planning Commission will review this application at the public hearing listed above. Persons with standing may file a petition for quasi-judicial proceedings within 15 days (or 30 days for a decision on a Type C application) from the date the decisions were rendered (City); or within fifteen (15) calendar days of the date of publication of notice of the Planning Commission Public Hearing on the application in the Tallahassee Democrat (County); in accordance with the Bylaws of the Planning Commission and the City of Tallahassee and Leon County Land Development Codes. Copies of the Bylaws and or further information are available from the Planning Department at the Planning Department, 435 North Macomb Street, Tallahassee, FL, (850) 891-6400.

**LOCAL PLANNING AGENCY BRIEFING**

April 3, 2018 at 6:00 PM, 2nd Floor Conference Room, 435 North Macomb Street

The Local Planning Agency (LPA) will receive a briefing from staff regarding the Comprehensive Plan Amendments.

For more information on these projects please go to [www.talgov.com/planning](http://www.talgov.com/planning) (see public notices tab).