



**Thursday, May 24, 2018  
CRA Board Meeting**

**City Hall - 2nd Floor  
City Commission Chambers  
9:30 a.m.**

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**1. Call To Order**

1.01 This is the portion of the agenda where the Call to Order takes Place. There is no written material.

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**2. Public Comments on Agenda Items**

2.01 This is the portion of the agenda reserved for public comments on agenda items on today's agenda.

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**3. Information Items**

3.01 Project Updates--Roxanne Manning, Tallahassee Community Redevelopment Agency

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**4. Consent Items**

4.01 Approval of Summary Meeting Minutes from the March 22, 2018 CRA Board Meeting – Roxanne Manning, Tallahassee Community Redevelopment Agency

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**5. Frenchtown Southside District Policy Formation and Direction**

5.01 Approve a Grant Request for \$75,000 to Greenleaf Twin, LLC for Interior and Exterior Renovations to 710 Wailes Street, a Student Housing Complex -- Roxanne Manning, Tallahassee Community Redevelopment Agency

5.02 Approve \$250,000 Grant Request from Rhettro Development, LLC for New Student Housing Development at 712 Gamble Street -- Roxanne Manning, Tallahassee Community Redevelopment Agency

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**6. Downtown District Policy Formation and Direction**

6.01 Approve Design and Use Changes to the 4Forty North Development Proposal at 440 North Monroe Street -- Roxanne Manning, Tallahassee Community Redevelopment Agency (MATERIALS TO BE PROVIDED)

6.02 Modification of the Eligibility for the CRA's Allocation of Tourist Development Taxes through the Arts, Culture, and Heritage Grant Program -- Roxanne Manning, Tallahassee Community Redevelopment Agency

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**7. Both Districts Policy Formation and Direction**

7.01 Approval of Interlocal Agreements Expanding Greater Frenchtown/Southside District (GFS District) and Restructuring the City of Tallahassee Community Redevelopment Agency (CRA) -- Roxanne Manning, Tallahassee Community Redevelopment Agency

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**8. Public Comments**

8.01 This is the portion of the agenda reserved for citizen input on agenda items. There is no written material.

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**9. Unagendaed Items/Discussion**

9.01 This is the portion of the agenda reserved for unagendaed speakers. There is no written material.

**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	4. Consent Items
Subject	4.01 Approval of Summary Meeting Minutes from the March 22, 2018 CRA Board Meeting – Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Option 1: Approve the summary minutes from the March 22, 2018 CRA Board Meeting.

**Public Content**

For more information, please contact: Stacey Peter, Tallahassee CRA, (850) 891-8356

***Statement of Issue***

Attached for review and approval by the CRA Board are the draft summary minutes from the March 22, 2018 CRA Board meeting.

***Recommended Action***

Option 1 - Approve the summary minutes from the March 22, 2018 CRA Board meeting.

***Fiscal Impact***

None

**Supplemental Material/Issue Analysis*****History/Facts & Issues***

Attached for review and approval by the CRA Board are the draft summary minutes from the March 22, 2018 CRA Board meeting.

***Department(s) Review***

None

***Options***

1. Approve the summary minutes from the March 22, 2018 CRA Board meeting.
2. Do not approve the summary minutes; provide staff with alternate direction.

***Attachments/References***

1. Draft Summary Tallahassee Community Redevelopment Agency Board Meeting Minutes, March 22, 2018

[Attachment 1.pdf \(3,017 KB\)](#)

## **DRAFT SUMMARY MINUTES**

### **TALLAHASSEE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING**

Tallahassee, Florida  
March 22, 2018

The City of Tallahassee Community Redevelopment Agency (CRA) Board met on March 22, 2018, in the Commission Chambers in City Hall with City Mayor Gillum (Chair) and County Commissioner N. Maddox (Vice-Chair), City Commissioners Miller, Richardson and Ziffer and County Commissioners Dozier and Lindley present at the start of the meeting. Also present were Assistant City Manager Wayne Tedder, CRA Executive Director Roxanne Manning, CRA Program Director Rick McCraw, CRA Principal Planner Sherri Curtis and CRA Program Planner Sheila Williams. City Commissioner S. Maddox was absent.

Mayor Gillum called the meeting to order at 9:40 a.m.

Commissioner Proctor arrived at 9:48 a.m.

### **PUBLIC COMMENTS ON AGENDA ITEMS**

Rosa Morgan, 400 Capital Circle SE, addressed the Board on **agenda item 5.01 and 5.02** to support the Greater Frenchtown/Southside Citizens' Advisory Committee (CAC) recommendation to expand the Greater Frenchtown/Southside district (GFS) only to South City. She stated there would be ample time to discuss inclusion of the other two areas at a later date. She also discussed establishing additional priorities and direction for the demolition program with the suggestion to rebuild affordable housing on the vacant properties. She also suggested establishing land banks or trusts to support affordable housing.

Sarah Bardolph, 1520 Chuli Nene, addressed the Board on **agenda item 5.01** questioning the use of the demolished vacant properties and the need for affordable housing. She would like to avoid block developments and address the needs of the community.

Barbara Doorin, 1117 Azalea Drive, addressed the Board on **agenda item 5.01** to discuss tree removal and demolition alternatives using the Cascades Park project site as an example. She questioned the determination of the structures marked for demolition and suggested including feedback from neighborhood associations and Habitat for Humanity, which works to provide affordable housing.

Commissioner Richardson commented on the misperception of the demolition program. He highlighted the benefits of having a demolition program to address removal of abandoned and unsightly structures and their uses for criminal activity. He stated the lengthy process required to demolish these buildings, most of which are private property. The intent is to bring these properties into compliance but fines, liens and title issues create issues regarding improvements/redevelopment of the property, and these issues can be cumbersome to navigate and remedy. He stated affordable housing is a top priority and using the affordable housing workshops to determine options and alternatives to meet community needs.



Jonathan Lammers, 3164 Lakeshore Drive, addressed the Board on **agenda item 5.01** to support the use of land trusts for the demolished program and properties. He also requested consideration to use trade programs to rehabilitate the structures and include architectural salvage and historic rehabilitation for properties on the demolition list.

Commissioner Ziffer expressed his support in addressing the need to salvage usable components before the demolition occurs at the locations.

In response to Commissioner comment, Ms. Manning noted Growth Management will take into consideration these ideas and concepts as the program progresses.

## **INFORMATION ITEMS**

### **Project Updates**

#### **Impact of Urban Redevelopment Update**

Ms. Roxanne Manning introduced Cherie Bryant, City of Tallahassee/Leon County Planning Director, to present the Board with an overview of urban infill impacts.

Ms. Bryant noted the importance discussing urban infill as it relates to historic preservation and incremental development to preserve the integrity of neighborhoods to balance growth and sustainability. She outlined the goals to provide homes and jobs, protect integrity of rural lands and promote growth in a financially responsible way. She noted changes to urban infill from the 1980's through today, with many of the homes in Frenchtown from that timeframe replaced with more recent development. She provided an overview of current and projected population growth from 1980 to 2045. Cherie noted that nearly 100,000 new residents have been added to the county since 1990, and an additional 56,000 new residents, requiring 24,000 homes, are expected by 2045. Many of these new residents are children and grandchildren of existing residents. Despite the recent growth, 55 to 65 percent of Tallahassee has tree coverage, an increase since 1954. Using a Cascades Park concept drawing from 2008, Cherie noted the intent to create an urban mixed-use development adjacent to the park's open and green spaces on the Firestone and Bloxham Annex properties, similar to what are being proposed today. As part of her discussion she noted the development planned for the Firestone/Bloxham Annex properties will consist of approximately 300 residential units on five (5) acres. Accommodating the same number of residential units in a traditional ½-acre subdivision would require 200 or more acres. Cherie also discussed the increase in the number of roads and resulting traffic congestion as a component of the infill discussion.

Commissioner Proctor made several comments concerning past banking policy in Frenchtown that promoted moving to the suburbs and lack of investment in the urban core. He expressed concerns that promotion of urban infill will lead to gentrification.

Commissioner Lindley commented on a Cascades Park tour she recently attended that highlighted the balance necessary for green coverage, canopy and urban forests as it related to insect and animal habitat and development of the park. She requested the letter (see Attachment 1) she received by Mr. Kenny Welsh, the City of Tallahassee Arborist, discussing the dynamics of Cascades Park be added to the minutes. The Board accepted the request.

Ms. Mindy Mohrman, the Planning Department's Urban Forester, gave a brief update on the Urban Forest Master Plan, noting the City Commission approved the development of the Urban Forest Master Plan in March 2017. The plan is intended to provide actionable steps to manage and maintain a healthy and sustainable urban forest and reduce funds spent on tree conflict such as hardscapes and electrical lines. They have completed the first step in determining the current tree canopy assessment. The next step is public outreach to determine the community's priorities to align the various goals necessary for improvement of the urban forest. The plan's purpose is to continue to grow the tree canopy and help create community buy-in to produce a quality urban forest unique to Tallahassee. She reviewed the timeline for the plan, explaining the plan is in the input/data collection phase, including community meetings and an online survey. The next phase is development of a draft plan, with the final plan expected in late summer, early fall.

Following the Planning Department presentation, the Board discussed the Urban Forest Master Plan, with several commissioners praising the work on the master plan and consideration to grow responsible in urban areas to preserve the urban canopy that prevents urban sprawl. It was suggested that Planning reach out to local media outlets and neighborhood associations to inform the public about their meeting schedule. They also discussed the need for a holistic approach and connectivity to the different plan updates, the land-use comprehensive plan, urban infill and transportation plan. There were questions about outreach and use of stakeholders and the role the tree bank program in replacing trees removed for redevelopment. There was also a brief discussion on health and safety concerns associated with an increased tree canopy, as well as halting development due to the retention of trees.

#### Post 2018 Legislative Session: CRA Update

Ms. Manning gave a brief overview and update on the outcome of the 2018 Legislative Session, noting the two bills (House Bill and Senate Bill 432) did not pass through this year's legislative session. She noted the possibility of similar legislation returning during next year's legislative session and indicated the Florida Redevelopment Association and their lobbyists will continue to represent the CRA's interests.

#### Tourist Development Tax (TDT) Performing Arts Funding Update

Ms. Manning updated the Board on the use of the TDT arts funds in support of arts and culture activities in the GFS and DT Districts. She noted the Arts and Culture Review Committee (ACRC) has established a schedule, guidelines and criteria for the application process, with the official opening of the application period scheduled for March 26, 2018. She provided an overview of the ACRC members, the two pre-application workshops (attendance at least one of the workshops is mandatory), application deadlines, the two phases of the application review (including a cure period), review and comments of proposals by the Leon County Tourist Development Council, application recommendations from the ACRC, and final approval by the City, County and CRA. She noted the applications must meet the requirements of Chapter 125.0104, Florida Statutes, as well the interlocal agreement between the City, County and the CRA which require the funds to be used for arts, culture and heritage activities. She advised the Board members that once the application period began on March 26<sup>th</sup>, the "cone of silence" requirement precludes the discussion of the entire application and review process by CRA, County and/or City Commissioners with members of the ACRC review committee.

The CRA Board had a brief discussion requesting clarification on how approvals are determined, votes required for approval, how many projects and/or programs will be funded, accessibility of less served organizations to the programs and projects funded through this process, and the need for additional time for these funds to be retained for use on a performing arts center, or something similar, developed by a local entity.

In response to the Board's comments, Ms. Manning explained the flexibility of the evaluation, review and approval process for the Board. She noted the City, County and CRA must approve the recommendations from the ACRC review committee before an applicant is approved for funding.

Following the discussion, Commissioner Proctor made a motion **to table the use of the Tourist Development Tax Funds discussion for consideration of using these funds for a performing arts center. The motion died due to lack of second.**

Ms. Manning continued her update providing an overview of the criteria and points associated with the Phase II review of the application.

- 1) (10 Points) Compliance with the Cultural Plan goal for Funding and Facilities.
- 2) (10 Points) Compliance with the Cultural Plan goal for Economic Development.
- 3) (5 Points) Compliance with the Cultural Plan goal for Education.
- 4) (25 Points) Potential for revenue generation to pay ongoing staffing, operations and maintenance, including organizational capacity and financial stability of applicant(s).
- 5) (5 Points) The number of arts/cultural/heritage entities supported by use.
- 6) (15 Points) Potential number of citizens/visitors served by use (criteria to be determined by TDC).
- 7) (15 Points) Identifiable need, as demonstrated by unfilled demand such as a completed feasibility study for project.
- 8) (5 Points) Impact of location on adjacent uses, both positive and negative.
- 9) (10 Points) Cost to build; the applicant must ensure that use is buildable before commitment of grant.

Following Roxanne's presentation, the Board discussed the commitment to the long-term goals discussion of having a performing arts center in the future, adjusting the amount of points eligible for the emphasis on identifiable need criteria (# 7, above), how to assess the cost to build and collaboration requirements in the application review, the three boards discretion in assessing recommendations and determining application rankings, looking for opportunities to help ensure an opportunity for organizations to participate in arts and culture on a permanent basis, and the suggestion to divide the \$3 million into three categories for arts, culture and history.

#### Cascades Park Project Outreach

Ms. Manning updated the Board on outreach activities related to the Cascades Park project. She presented a summary of the various CRA Board meetings where the project was discussed, stories about the project in the Tallahassee Democrat, radio and television stories

related to the project, press releases and other outreach efforts. She noted the information was available by request (see Attachment 2)

Commissioner Miller questioned the process for the permitting process for the demolition.

In response to Commissioner Miller's question, Ms. Manning noted the CRA does not review or approve permits. The permitting process was approved through Growth Management, with the permit application submitted in February, approved on March 9, 2018 and demolition starting about a week later.

### **CONSENT ITEMS**

Commissioner Lindley moved **to approve staff's recommendations presented in Item 4.01 of the Consent Agenda**, seconded by Commissioner Richardson, **the vote was as follows:**

**AYE:** Gillum, Lindley, N. Maddox, Miller, Proctor, Richardson and Ziffer

**NAY:** None

**ABSENT:** S. Maddox

**Item 4.01** – Approved the Summary Meeting Minutes for the January 25, 2018 CRA Board Meeting.

**Commissioner Dozier was out of chambers**

Commissioner N. Maddox requested to take up agenda item 5.02 before 5.01. There was no objection from the Board. Mayor Gillum noted he was considering suggesting that voted items come before project updates at future meetings. Commissioner N. Maddox agreed and requested Board approval. The Board had no objection to the request.

### **FRENCHTOWN/SOUTHSIDE DISTRICT POLICY FORMATION AND DIRECTION**

#### **Approve the GFS District Demolition Program Guidelines and Funding Options**

**Item 5.01** Introduced by Rick McCraw was a request to approve program guidelines and funding options for the GFS District Demolition program.

The agenda item presented proposed guidelines for three distinct demolition subprograms under the GFS District Demolition Program:

- Affordable Housing Demolition - demolition of CRA or City structures within the GFS District for affordable housing redevelopment or other public uses consistent with the GFS Community Redevelopment Plan.

- Blight Reduction Demolition - demolition of privately-owned structures within the GFS District by the City's Growth Management Department, Code Enforcement Division, once the properties have been designated as dangerous and selected for demolition.
- Private Party Demolition – demolition of structures on private property within the GFS District that are contributing to blight and have been cited by Growth Management's Code Enforcement Division but have not been identified for demolition.

As noted in the agenda item, the specific criteria for selecting and demolishing structures under the Affordable Housing Demolition and Blight Reduction Demolition programs are those currently used by the City's Community Housing and Human Services and Growth Management Departments. Following approval of the Private Party Demolition program, staff will develop specific criteria for the program with the City's Community Housing and Human Services and Growth Management Departments.

Commissioner N. Maddox made a motion **to approve Option 1 - approve the Greater Frenchtown/Southside (GFS) District Demolition Program guidelines and funding options. Option 3 - authorize staff to develop program criteria for the Private Property Demolition portion of the demolition program. Option 5 - authorize expenditures up to an additional \$50,000 to the program from uncommitted CRA program funds if necessary,** upon second by Commissioner Proctor, further discussion ensued.

Several commissioners discussed including companion policies for affordable housing land trusts or land banks and programs that rehab, remodel and salvage the demolished structures, consideration to provide lease options for developers on the demolished sites for build use on top of the property, ensuring mitigation occurs to prevent unmaintained and unused sites, efforts to reduce large developers from collecting the lands to produce developments that do not maintain the integrity of the community and the development of a residential façade program. Several commissioners also suggested including appropriate elements from the email sent by Mathew Latch regarding promoting redevelopment of properties with significant code violations rather than demolishing those properties.

In response to Commissioner Dozier's comments, Roxanne Manning suggested approval of the agenda item as presented and allow CRA staff to return at a future meeting with policy options for the Board to consider. Commissioner Miller requested the progress on developing the companion policy and a residential façade improvement program be provided at the next CRA Board meeting.

Commissioner Dozier requested **to include a friendly amendment to the motion to recommend development of a companion policy that focus on establishing a land bank or land trust that uses the lands for specific affordable housing opportunities and an assessment on creating programs or partnering with organization that focus on rehabilitating, remodeling or salvaging the public and privately-owned structures set for demolition.** The amendment was accepted by the maker of the motion.

Following the discussion, a vote was taken on Commissioner N. Maddox's motion with Commissioner Dozier's amendments **to approve Option 1 - approve the Greater Frenchtown/Southside (GFS) District Demolition Program guidelines and funding options. Option 3 - authorize staff to develop program criteria for the Private Property**

**Demolition portion of the demolition program. Option 5 - authorize expenditures up to an additional \$50,000 to the program from uncommitted CRA program funds if necessary and recommend development of a companion policy that focus on establishing a land bank or land trust that uses the lands for specific affordable housing opportunities and an assessment on creating or partnering with programs that focus on rehabbing, remodeling or salvaging the public and privately-owned structures set for demolition, upon second by Commissioner Proctor, the vote was as follows:**

**AYE:** Dozier, Gillum, Lindley, N. Maddox, Miller and Proctor

**NAY:** None

**ABSENT:** S. Maddox, Richardson and Ziffer

**Accept the Findings from the Southside Study Areas and Approve the Expansion of the Greater Frenchtown/Southside Community Redevelopment Area**

**Item 5.02** Introduced by Sherri Curtis was a discussion on expansion of the GFS District boundaries.

The agenda item addressed the proposed expansion of the GFS District expansion to include three study areas:

- South City Study Area
- Orange Avenue Study Area
- Springhill Road Study Area

Because there had been significant discussion on the including the study areas in the GFS District and in the interest of saving time, the Board elected to forego a staff presentation on the item and to immediately discuss the agenda item.

At the start of the discussions, Commissioner Richardson made a motion **to 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**, upon second by Commissioner Miller, further discussion ensued.

Commissioner Miller requested staff elaborate on the expansion process and questioned the decision to expand the boundary areas beyond the CAC's recommendation.

In response to Commissioner Miller's question, Ms. Manning gave an overview of the requirements that must be met to expand CRA boundaries. She noted that in order to create or expand a community redevelopment area you first need to determine if conditions of blight exist in the study area and present the analysis results in a finding of Necessity. In order to be considered blighted, at least two conditions of blight must exist in the study area or areas. All three study areas had two or more conditions of blight. From a timeline perspective, staff was

attempting to complete the steps needed to expand the GFS District boundary prior to the approval of proposed legislative changes, and while the Board was interested in expanding the boundaries. She also noted that the CAC's recommendation in June to include only the South City study area in the expansion was made before the recent City and County tentative agreement to extend the term of the GFS District by eight (8) years. Roxanne also explained the inclusion of Springhill Road will include a number of commercial properties that will generate additional tax increment for reinvestment back into the GFS District.

The Board discussed CAC member concerns the expansion leaves previous promises unfulfilled in both Frenchtown and the existing Southside areas, and overpromising a return on investment. Several commissioners did note that the proposed expansion areas, as well as large areas of the GFS District, are within the Promise Zone which may offer additional redevelopment incentives. They also commented on the need to draw redevelopment to the Southside, recent discussions on legislative changes to CRA operations and possible Blueprint programming make including these areas in the GFS District a viable redevelopment tool.

Commissioner Dozier in particular spoke on the invaluable opportunity presented by the CRA Board for City and County commissioners to meet jointly to discuss redevelopment concerns. She noted her struggle to include all three study areas in the expansion suggesting it may be an appropriate time to pare down the expansion along with a more focused and formal planning approach for Frenchtown.

There was a request to set aside funding for public infrastructure for South City before tax increment revenues are generated from these areas. Commissioner Miller noted funds have been included in the City's budget for improvements in this area, citing recent Putnam and Polk Drives sidewalk improvements.

Following the discussion, a vote was taken on Commissioner Richardson's motion **to 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**, upon second by Commissioner Miller, **the vote was as follows:**

**AYE:** Dozier, Gillum, Lindley, N. Maddox, Miller, Proctor and Richardson.

**NAY:** None

**ABSENT:** S. Maddox and Ziffer

## **DOWNTOWN DISTRICT POLICY FORMATION AND DIRECTION**

### **Accept the Amphitheater Event Support Update and Funding Recommendation**

**Item 6.01** Introduced by Roxanne Manning is a request to accept amphitheater event support update and funding recommendations.

Ms. Manning gave a brief update on the funding available to acquire amphitheater event support space during construction of the Firestone/Bloxham Annex properties (Cascades Project). The construction will include the demolition of the Meridian Point Building which has been the main support facility for amphitheater events. To support these events during construction of the Cascades Project with minimum interruption and inconvenience, the CRA has allocated up to \$125,000 to acquire support space for public events that are designated as co-sponsored events by the City and/or County. Working with Ashley Edward, Director of the City's Parks, Recreation and Neighborhood Affairs Department, and Kerri Post, Executive Director of Visit Tallahassee, the staff recommendation is to make these funds available on a first-come, first-served basis for costs associated with relocating only those event-related functions that were previously held in the Meridian Point building. Each event would be eligible to receive up to \$10,000 per year based on their actual expenses. This could include rental of another space or temporary, portable facilities.

Currently, only two events would qualify for assistance in relocating event-related functions from the Meridian Point building – the Word of South Festival and the Southern Shakespeare Festival. Assuming construction continues through the Spring of 2021 and each event uses the \$10,000 grant each year, a total of \$80,000 of the grant funds would be used (\$40,000 for each event), leaving \$45,000 available should there be other qualified public, City and or County co-sponsored events that need assistance in securing alternate amphitheater support facilities.

Commissioner Proctor made a motion to approve **Option 1 – accept the staff update on the recommended plan for funding support of major co-sponsored events at the Capital Cascades Amphitheater**, upon second by Commissioner Miller, further discussion ensued.

The Board discussed allowable uses to replace green room, dressing room, storage and flexible space need for their events, the possible need for additional funding if other qualified events exceed the \$45,000 set aside for them over the next four years and a request to provide an annual update to the City and County on the status of funds and anticipated events.

Following the discussion, a vote was taken on Commissioner Proctor's motion to approve **Option 1 – accept the staff update on the recommended plan for funding support of major co-sponsored events at the Capital Cascades Amphitheater**, upon second by Commissioner Miller, **the vote was as follows:**

**AYE:** Dozier, Gillum, Lindley, N. Maddox, Miller and Proctor

**NAY:** None

**ABSENT:** S. Maddox, Richardson and Ziffer



### **UNAGENDAED PUBLIC COMMENT**

Glen Doorin, 1117 Azalea Drive, addressed the Board on the archeological and historical components of development. He named several cities that incorporate and embrace archeology and history. He recommended consideration for a City/County archeologist position to be utilized at development sites. He noted the Bloxham Annex site as a likely archeological site

Lonnie Mann, 1120 E Windwood Way, addressed the Board to speak on behalf of the Panhandle Archeology Society. He stated he believes there are archeological deposits at the Bloxham Annex, which was very prominent in the development of Tallahassee. He requested the developer conduct preliminary archeological testing on the site noting it would cost approximately \$10,000 and take about a week.

Mayor Gillum asked Mr. Mann about the timing of the archeological testing for the Bloxham Annex site.

In response to Mayor Gillum's question, Mr. Mann stated the timing is not an issue when the soil has not been terraformed. Based on Mr. Mann's statements the Bloxham Annex property has not been terraformed and there would not be a delay in construction should testing occur.

Commissioner Dozier inquired about partnering with City's Growth Management and Planning Departments for the opportunity to prepare an archeological assessment between the timing of the demolition and site clearing/excavation.

In response to Commissioner Dozier's question, Karen Jumonville, Director of City's Growth Management Department, clarified that as part of the permitting process the developer was required to coordinate with the State to receive a cultural clearance letter that verifies archeological and historical issues. Based on the letter, there were several historical issues noted but no archeological issues were raised. However, she stated she would forward Mr. Mann and Mr. Doorin's contact information to the developer to discuss archeological testing.

Commissioner Dozier made a motion to **request CRA staff work with the developer and determine the feasibility of conducting an archeological assessment before excavation at the Bloxham Annex site**, upon second by Mayor Gillum, the vote was as follows:

**AYE:** Dozier, Gillum, Lindley, and N. Maddox

**NAY:** Proctor

**ABSENT:** S. Maddox, Richardson and Ziffer

**Commissioner Miller was out of chambers.**

Jan DeCosmo, 2205 Jim Lee Road, addressed the Board on concerns about saving the canopy oak trees at the Cascade Project. She recognized the trees have been removed but would like to provide input into the Urban Forest Master Plan to save more heritage oaks. She requested balance and compromise as development occurs as it relates to the possibilities of tree removal.

She inquired about the Cascades Project environmental management plan for the 5.3 acres that stated 120 trees to be removed but none were labeled as patriarch trees.

Ms. Manning stated a tree survey was done at the site describing the size and species of each tree that was removed. Ms. Jumonville confirmed her statement and indicated each tree was validated to ensure the corrected debits and credits are entered into the tree bank program.

Jonathan Lammers, 3164 Lakeshore Drive, addressed the Board on his support for a City archeologist position for dig sites to determine historical representation and establish a policy that brings archeology and history to the forefront in development discussions. He expressed concern about the amount of surface parking at the development.

Rosa Morgan, 400 Capital Circle SE, addressed the Board to request the block by block concept be presented at the next CRA Board meeting, noting the concept was presented to the CAC in the fall and is a comprehensive concept that includes affordable housing in Frenchtown.

Ms. Manning noted there are several issues that need to be addressed but would include the concept in discussions on affordable housing.

Sarah Bardolph, 1520 Chuli Nene, expressed concern about comments made regarding tree removal at the Cascades Park project site.

### **CRA BOARD INFORMATION AND SHARING OF IDEAS**

Commissioner Dozier stated a strategic approach is necessary for future land acquisitions, particularly if the State moves forward with divestment of properties in the downtown. She discussed the possibility of including the former Sail High School property in the GFS District if the Leon County School Board divests the property and becomes available to a public entity.

Commissioner Dozier made a motion for staff **to consider adding the old Sail High School property into the CRA district should the property become available**, upon second by Commissioner Miller, **the vote was as follows:**

**AYE:** Dozier, Gillum, N. Maddox and Proctor

**NAY:** Lindley

**ABSENT:** S. Maddox, Richardson and Ziffer

Commissioner Proctor requested staff present Mr. Rhett Turnquest's redevelopment proposal at the May CRA Board meeting.

Commissioner Miller requested Mr. Lamers distribute his History of Cascades Park paper to the CRA Board and staff.

### **ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 12:24 p.m.

## Mary Ann Lindley - Tree Canopies at Cascades Park

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**From:** "Welsh, Kenny" <Kenny.Welsh@talgov.com>  
**To:** "Lindley, Mary Ann" <LindleyM@leoncountyfl.gov>  
**Date:** 3/20/2018 11:46 AM  
**Subject:** Tree Canopies at Cascades Park  
**Cc:** "Barber, Cynthia" <Cynthia.Barber@talgov.com>, "Tedder, Wayne" <Wayne.Te...  
**Attachments:** Kenny Welsh.vcf

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Dear Commissioner Lindley,

Thank you for your interest in the tree canopies at Cascades Park and the surrounding areas. I agree that tree shade is a commodity in high demand at Cascades Park during much of the year. I would like to provide some information concerning the trees at Cascades Park, explain some of the steps that we are taking to improve tree canopy densities, and discuss some of the other plant material that are providing a framework for an ecosystem in our downtown urban environment at this unique stormwater facility. Hopefully this information will help to set a vision for what the future holds for Cascades Park in the way of tree canopy coverage and wildlife.

Cascades Park opened in March, 2014. As with any new development project the landscaping at Cascades Park is young and will take time to mature to the levels observed in the surrounding areas such as the NAP project and Myers Park. Fortunately, there have been a wide diversity of trees planted within Cascades Park that will allow for some trees to grow much faster than others, while also providing a wide range of habitat for the various levels of wildlife within the downtown area. As part of the permitted plans for Cascades Park there were approximately 600 trees and 150 palms installed which are diversified between roughly 25 different species. If we maintain current tree counts, there is an approximate average of 30 trees per acre within the Cascades Park boundaries. In addition, many of these trees have been identified by the University of Florida as being Native Trees for North Florida (Meerow & Norcini, 2016). While most of the trees in the park are classified as having a medium growth rate (12"-24" per year on average), there are quite a few trees in the park classified as having a fast growth rate (over 25" per year on average) including an *Acer rubrum*, or Red Maple, located in Discovery Playground Area which is an area identified as needing a bit more shade. The installed trees are starting to exhibit more aggressive growth as they are becoming more acclimated and established. It is also worth noting that Cascades Park does not just have newer tree installations. There were three natural areas as well as trees at Centennial Field, Outer Amphitheater, Smokey Hollow Pond, and Smokey Hollow Commemoration that were preserved during construction and contain mature hardwoods and conifers.

In addition to the permitted tree plantings, Parks and Recreation utilizes funding sources such as Friends Of Our Parks (F.O.O.P.) and the Tree Bank to install trees that either enhance areas that need additional canopy or understory trees, or replace some of the permitted trees that did not adapt well to the park environment. Nearly 80 trees have been installed using these F.O.O.P. funds since Cascades Park opened. We recently performed tree evaluations and are in the process of replacing some of the trees that continue to exhibit decline. Our plan is to utilize Tree Bank funds to replace these declining trees with ones that are significantly larger in caliper and also have larger canopies. We also have plans to replace the trees that are on the plaza just behind the amphitheater with trees that have a faster growth rate, which we feel will provide a bit more relief from the sun's heat within a shorter period of time.

With the discussion being focused on the tree canopies, it is very easy to overlook what is going on under the canopies. At Cascades Park opening, there were over 50,000 shrubs and groundcovers installed. These materials beautify the park, provide needed stabilization, and provide the needed habitat for insects and wildlife that help establish a healthy ecosystem. The aquatic vegetation around the ponds and along the stream play a critical role in stormwater management; these plants are removing contaminants and excessive nutrients as the stormwater makes its way through the park. The aquatic plant diversification has grown exponentially since the park has opened, which has developed new habitats for both aquatic and terrestrial animals. Native plants such as American Lotus (Orozco-Obando & Gettys, 2014) and Salt Bush (Tancig, 2016) which are pollinator sources in the summer and fall months have become well established throughout these wetland areas.

We are also aware of the importance of establishing food sources for our pollinators in the urban landscape. Aside from the native plants and wildflower areas at installation, Parks and Recreation has established several additional areas where we have successfully established wildflower plantings. The current year's plan is to increase wildflower areas by an additional 4,000 square feet near the Monroe Street Pedestrian Bridge, and expand the area under the cantilever slab at the Imagination Fountain to target Monarch Butterflies. With these expansions there will be almost an acre of the park dedicated to native wildflowers providing valuable food sources for the pollinators in addition to what is being provided by the flowering trees and shrubs.

Without a doubt, Florida summers can be brutally hot. The trees that have been installed at Cascades Park have started to take root and grow. Within the next 20-30 years many of these trees will incur a significant amount of vertical growth and start spreading their branches, creating canopy walkways that might mimic some of our canopy roads around Tallahassee, providing a natural climate in our downtown environment. Evaluations for possible replacements of any declining trees are being made considering tree diversity, environmental needs, and aesthetic thresholds. Tree Bank funds will be utilized for replacement trees, and any additional tree needs that are identified. Parks and Recreation is striving to have an environment that meets the needs of the citizens of Tallahassee, as well as the needs of the wildlife. With the downtown development set as the backdrop to Cascades Park, it is easy to look over the fact that Cascades Park is a storm water facility and is at the beginning of a long chain of improvements made to help improve water quality in the Munson Water Basin. Parks and Recreation is fortunate to have this unique opportunity to manage this facility as a park and to have it so widely used. Again, I appreciate your interest and would be more than happy to address any questions or concerns that you may have.

Sincerely,  
Kenny Welsh

#### References

- Meerow, A. W., & Norcini, J. G. (2016, April). *CIR833: Native Trees for North Florida*. Retrieved from University of Florida IFAS Extension: <http://edis.ifas.ufl.edu/pdf/EP/EP00700.pdf>
- Orozco-Obando, W., & Gettys, L. (2014, March). *American Lotus, Yellow Lotus: Nelumbo lutea*. Retrieved from University of Florida IFAS Extension: <http://edis.ifas.ufl.edu/ag380>
- Tancig, M. (2016, November 16). *Saltbush - A Late Blooming Native Shrub*. Retrieved from University of Florida IFAS Extension: <http://nwdistrict.ifas.ufl.edu/hort/2016/11/16/saltbush-a-late-blooming-native-shrub/>

**Kenny Welsh**

Supervisor of Park Operations  
City of Tallahassee / Parks & Recreation  
ISA Certified Arborist FL-9329A

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**THE CASCADES PROJECT  
COMMUNITY ENGAGEMENT TIMELINE – JANUARY TO NOVEMBER 2017\***

**January 2017**

- **Jan 12, Jan 13** – WTXL and Tallahassee Democrat feature stories on initial site plans and vision for the project.
- **Jan 26** - Project website launched. Website provides information on the current status of the project. Site plans, timelines, commonly asked questions, information on the history of the site, economic impact analysis information and more has been available on the site for any interested citizen to see. Through the website, individuals could also sign up to a subscriber list to receive project updates.
- **Jan 26** – CRA Board votes to authorize the negotiation of a Purchase and Sales Agreement and Development Agreement with North American Properties for the sale and redevelopment of the Firestone and Bloxham Annex Properties.
- **Jan 26** - Initial site plans shared with local media. Coverage of the CRA Board's vote and NAP's vision for the project in WFSU, Tallahassee Democrat and WCTV.

**March 2017**

- **March 23** – CRA Board approves Purchase and Sale of the Firestone-Bloxham site to NAP.
- **March 23, March 24** – Project Update and Q&A shared with local media. Tallahassee Democrat, WFSU, WCTV and WTXL feature stories on the CRA's PSA approval. Initial site plans featured in coverage and project website shared.

**April 2017**

- **Early to mid-April** – Following local media coverage of citizen efforts to preserve the Firestone, NAP representatives reached out to concerned individuals and offered information about the project.

**May 2017**

- **Early May** – Local historian Jonathan Lammer's report of the history of the buildings commissioned by NAP finalized and shared on the project website.
- **May 2** – WFSU story published about the creation of the user group.

\* Please note: some publication dates may be off by a day.



- **May 4 – May 5** – Media advisories and press releases invited media to join the group's tour and providing details on the user group and portions of Lammer's report on the buildings. Follow-up calls made to media encouraging them to attend.
- **May 5** – First user group meeting and tour of historical buildings on the project site. Coverage of the tour featured in stories by WFSU and the Tallahassee Democrat.
- **May 5** – Email sent to all interested residents who had subscribed for project updates. Email offered a recap of the group meeting, including photos of the tour.
- **May 23** – User group meeting held. Plans to preserve the Health Unit and remove the Firestone Building and WPA are building announced. Full site plan shared with the user group and by email afterward. The site plan presented clearly shows the full development of the two-block area.
- **May 23** – Press conference held. Media advisory and press release distributed to local media regarding upcoming June 15 community/public meeting. Media asked to notify citizens of how they could submit their ideas for the historical plaza via email. Full site plan detailing the entire scope of the project provided to local media and shared on the project website.
- **May 23** – E-mail blast distributed to all interested residents who had subscribed for project updates. The email explained the plans for the historical buildings on site, the upcoming 6/15 community meeting, and invitation to submit ideas for the plaza via email.
- Following **May 23** meeting – Six instances of news coverage from the Tallahassee Democrat, WCTV, WFSU and WTXL promoting 6/15 public meeting with mentions of email solicitation for ideas included. Full site plan - showing the full development of the two-block area - included in coverage.
- **May 25** – CRA board received an update from NAP about the proposed mixed-use development at Cascades Park. Preliminary numbers from an economic impact analysis conducted by The Center for Economic Forecasting & Analysis (CEFA) at Florida State University were shared at the meeting. WCTV covered the findings of the impact analysis.

## June 2017

- **Late May/Early June** – Various members of the user group sent emails inviting people to the June 15 community meeting and posted the same information to their social networks
- **Early June** – KCCI Waterworks catalysts invited to June 15 community meeting

- **June 6** – Meeting reminder email sent to user group members encouraging them to submit their own ideas for the plaza and a note about how the June 15 meeting represented the community's opportunity to share its ideas
- **June 14** – Letter received from the Florida Trust for Historic Preservation praising the efforts to retell the history of the site: *"The developers and the Community Historical User Group have purposefully reached out to interested groups and individuals to listen to their thoughts and concerns. This model is a good one for other cities to follow as they consider how they grow."*
- **June 14** – Meeting reminder email sent to citizens who had RSVP'd to attend the 6/15 community meeting.
- **June 14** – Second reminder sent to user group members reiterating that the 6/15 meeting represented the community's opportunity to share its ideas
- **June 14** – Coverage from the Tallahassee Democrat promoting the community meeting
- **June 14** – Media advisory distributed to local news outlets reminding them of the 6/15 community meeting (local news outlets had previously confirmed they were aware of the event and that it had been placed in assignment folders)
- 
- **June 14 -June 15** – Follow up calls made to all local news outlets regarding 6/15 community meeting
- 
- **June 15** – Community Listening Session held with full site plan on display. Attendees were invited to have their emails added to the subscriber list by our team upon sign-in. All ideas for the historical plaza that had been submitted up until that point were shared with attendees.
- 
- **June 16** – Follow up email sent to all interested residents who had subscribed for project updates. The email offered a recap of the meeting with following encouragement: "If you were unable to attend the meeting, you can still submit your ideas to [ideas@cascadesproject.com](mailto:ideas@cascadesproject.com) through July 2017."
- 
- **June 16** – Tallahassee Democrat article about the community meeting with the [ideas@cascadesproject.com](mailto:ideas@cascadesproject.com) email included with a note about how submissions would be collected through the end of July 2017.

*Note: In total, 11 media stories about the historical aspect of the project ran between May and June 2017. Coverage was shared extensively on social media. Excerpts from the project website and email-blasts were also shared on Facebook by multiple residents.*



### July 2017

- 7/18 - Tallahassee Democrat mentions the upcoming CRA Board vote on the project in a story about the 7/19 CRA Meeting being televised.
- 7/19 - CRA Board agrees to negotiate development and funding agreement with NAP.
- 7/19 - Detailed information about how the project would be funded shared with local media.
- 7/19 - Coverage of the CRA Board's decision featured in Tallahassee Democrat, WTXL and WCTV.
- 7/19 - Email sent to all interested residents who had subscribed for project updates notifying them of the CRA Board's decision.

### August 2017

- 8/11 – Over 20 community ideas for the historical plaza received via email were distributed to the user group for review. Each idea submission was personally responded to and submitters were invited to subscribe to the email list to be kept updated on the project. The ideas were also added to the project website.
- 8/14 - The Cascades project is mentioned in an article about upcoming developments in the Tallahassee Democrat.
- 8/15 - User group meeting held. Updates on the project's progress provided and members invited to attend the 9/25 CRA Board Meeting.
- 8/15 - Email sent to subscribers detailing the user group meeting. Readers are encouraged to visit the project website to view the ideas submitted.

### September 2017

- 9/18 - Email sent to subscribers notifying them of upcoming soil boring tests as a part of NAP's due diligence period.
- 9/24 - Tallahassee Democrat article notifying the public of the major issues to be discussed at 9/25 meeting.
- 9/25 - CRA board authorized staff to complete the Development and Funding Agreement with NAP for the redevelopment effort. As noted in the 9/25 meeting agenda, staff identified *"advanced demolition (prior to closing) as mutually beneficial to the CRA, the functions of Cascades Park and the developer."*
- 9/25-9/27 - Detailed information on the Development and Funding Agreement and the initial project renderings shared with local media. The Tallahassee Democrat, WCTV, WTXL, WFSU and Urban Tallahassee each carry stories about the CRA Board's decision to complete the Development and Funding Agreement.
- 9/25 - Email sent to all interested residents who had subscribed for updates via the project website. Email notified them of the CRA Board's decision, featured a link to the Narrative Design Criteria created jointly with the user group, and showed a picture of the initial project renderings.
- 9/29-10/1 - Article about Shawn McIntyre and the Cascades Project published by Tallahassee Democrat. On 10/1, the article was featured on the front page.

**November 2017**

- 11/28 – CRA sends letter to DOS reiterating its objection to listing the buildings at 319 and 325 E. Gaines Street on the National Register of Historic Places list.

*Between January and November 2017, local news outlets produced more than 30 stories relating to the Cascades Project.*

<b>CRA Meeting Date</b>	<b>Total Times Aired (Includes Live)</b>	<b>Total Views On YouTube</b>
July 19, 2017	3	129
Sept 25, 2017	4	96
Nov 9, 2017	3	95
Jan 25, 2018	3	68

**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	5. Frenchtown Southside District Policy Formation and Direction
Subject	5.01 Approve a Grant Request for \$75,000 to Greenleaf Twin, LLC for Interior and Exterior Renovations to 710 Wailes Street, a Student Housing Complex -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Budgeted	No
Budget Source	FY 2018 and/or Prior Year Uncommitted Capital Project Funds
Recommended Action	Option 1: Approve a grant request for \$75,000 to Greenleaf Twin, LLC for interior and exterior renovations to 710 Wailes Street, a student housing complex.

**Public Content**

For more information, please contact: Rick McCraw, Tallahassee CRA at 850-891-8352

***Statement of Issue***

Dr. Lincoln Roland, with Greenleaf Twin, LLC (Greenleaf), is renovating an abandoned and severely deteriorating 9-unit apartment building at 710 Wailes Street for student housing. The existing property improvements consist of two structures: the main building with eight (8) two-bedroom, one-bathroom units and a separate structure with a single one-bedroom, one-bathroom unit and on-site parking. The renovations include extensive improvements and upgrades to both buildings' interior and exterior, as well as hardscape and landscape improvements. The total estimated cost (hard and soft costs) of the improvements is \$680,000. The renovations are already underway and are expected to be completed by late 2018 or early 2019.

In October 2017, Dr. Roland requested \$192,000 in financial assistance from the City of Tallahassee Community Redevelopment Agency (CRA) for the planned renovations. Following several meetings with CRA staff to discuss the request, staff presented a recommendation to the Greater Frenchtown/Southside (GFS) District's Citizens' Advisory Committee (CAC) on April 9, 2018 to recommend up to \$100,000 in grant funding for the property renovations to the CRA Board. However, based on revised financial information, including an "as completed" appraisal from Greenleaf's lender, staff is now recommending the CRA Board approve Greenleaf for a grant of up to \$75,000 to assist with final renovation costs as outlined in this agenda item. As discussed in the body of the agenda item, an up-front grant award of \$75,000 would allow the project to "pay for itself" during the remaining term of the GFS District, which expires in June 2038.

***Recommended Action***

Option 1 - Approve a grant request for \$75,000 to Greenleaf Twin, LLC for interior and exterior renovations to 710 Wailes Street, a student housing complex.

***Fiscal Impact***

If the grant request is approved, the funds will come from FY 2018 and/or Prior Year uncommitted capital project funds.

## **Supplemental Material/Issue Analysis**

### ***History/Facts & Issues***

Greenleaf, a locally-owned real estate holding company, purchased 710 Wailes Street in January 2017. At the time of the purchase, the property was in foreclosure, had been vacant and abandoned for several years and was in a significant state of disrepair/deterioration. The property is zoned University Transition (UT) and is one block west of FAMU's campus. The property is located within the Greater Frenchtown/Southside Community Redevelopment Area (GFS District).

Greenleaf is in the process of conducting major exterior and interior renovations to the two on-site structures, as well as landscape and hardscape improvements. The developer intends to market the rental units to college students, with an emphasis on older students, graduate students and/or married students. The renovation and marketing of the apartments to students is expected to reduce the intrusion of student housing into the traditional residential neighborhoods adjacent to the FAMU campus. A copy of the renovation proposal and request is Attachment 1.

Originally, Greenleaf requested a grant of \$192,000 from the CRA to assist with the renovations to the structures and property. All the units will be renovated and will have granite countertops, stainless steel energy efficient appliances, new flooring, and washers and dryers. The on-site parking area will be resurfaced and the landscaping improved. The anticipated rental rates are \$675 per bedroom per month for the two bedroom units and \$700 per month for the one bedroom, stand-alone apartment. The projected renovation costs, both hard and soft costs, are \$680,000. Greenleaf has received a loan of \$369,650 from Sunshine Community Bank, with the developer injecting at least \$183,445 of his own funds.

Following a series of discussions and meetings with CRA staff that began earlier this year, the developer and CRA staff agreed on pursuing a grant of up to \$100,000 to assist with the renovations based on a projected post-renovation taxable value of at least \$700,000. However, the "as completed" appraisal prepared at the request of the Sunshine Community Bank (SBC), Greenleaf's lender, appraised the value of the improvements after the renovation at \$500,000. As described below, with a post-renovation taxable value of \$500,000, it is unlikely a CRA grant (investment) of \$100,000 will pay for itself before the GFS District sunsets in FY 2038. As a result, staff is recommending the Board approve a grant of \$75,000; this would enable the project to "pay for itself" during the remaining term of the GFS District.

The proposed construction timeline has the renovations being completed in late 2018 or early 2019. If the project is completed in 2019, the improvements will be added to the tax roll in 2020 and begin generating tax increment to the GFS District in FY 2021 (starting in October 2020). When the \$100,000 grant sensitivity analysis was prepared by staff in April, the post-renovation taxable value was projected to be at least \$700,000. Based on an improved taxable value of \$100,000 and an annual increase in taxable value of between 3.0 and 5.0 percent, the CRA would realize a full return on its investment (the project pays for itself) one to three years before the GFS District sunsets in FY 2038.

However, the bank has received an "as completed" appraisal for the project that appraises the value of the property at \$500,000 following the completion of the improvements. The projected first-year (FY 2021) increase in taxable value of \$356,251 (\$500,000 taxable value with improvements, less the current taxable value of \$143,479) will generate approximately \$2,848 in new increment for the GFS District. Assuming an annual increase in taxable value of 3.0 percent, a CRA investment (grant) of \$100,000 will not "pay for itself" until FY 2043, five years after the district sunsets; and with an annual taxable value increase of 5.0 percent will not "pay for itself" until FY 2040, two years after the district sunsets.

Based on a post-renovation taxable value of \$500,000, CRA staff recommends a grant of \$75,000 (approximately 11.0 percent of the estimated total project cost) to assist in the cost of the renovations at 710 Wailes Street. This is in the middle range of CRA gap assistance for similar projects, and is an amount that is expected to be returned to the CRA during the remaining life of the GFS District. With an annual taxable value increase of 3.0 percent, the return to the CRA would be \$72,912 in FY 2038 (the final year of the GFS District), which is only \$2,088 less than the \$75,000 grant investment and is an amount that could easily be captured with minor taxable value increases. With an annual taxable value increase of 5.0 percent the CRA would realize a full return of its investment in FY 2036, with an additional \$16,772 returned to GFS District by FY 2038. If

approved, the grant funds will be used for the hard and soft costs associated with the project renovations, and may include the reimbursement of some expenses already incurred.

### ***Staff Review and Recommendations***

CRA staff has determined the project is consistent with the GFS Community Redevelopment Plan, which recommends redevelopment of vacant and underutilized lots. Further, the renovations to the existing apartments, which are adjacent to the FAMU campus, are expected to help reduce the intrusion of student-oriented rentals in the traditional residential neighborhoods surrounding FAMU, which should help keep housing in those neighborhoods both more affordable and available to full-time residents. Based on these determinations, CRA staff recommends approval of the Greenleaf grant request. Staff also recommends the conditions listed below be included as part of the CRA Board approval and, as appropriate, be included in the development agreement between the CRA and Greenleaf Twin, LLC that outlines the terms and conditions of the CRA Board approval.

- Meet with OEV/MWSBE to establish procedures for meeting the City of Tallahassee's 10.5% goal of MSWBE participation (7.5% Black and 3.0% Women) for construction projects based on the projected CRA financial participation.
- The completed project will generally be consistent with the design proposal at Attachment 1. Any changes to the design proposal must be approved in writing by CRA staff.
- Any changes to the number of residential units renovated must be approved in writing by CRA staff.
- CRA grant funds will be provided as a proportional percentage of loan funds from Sunshine Community Bank (SCB) or other applicable subsequent lenders, based on SCB or other lender approved redevelopment, construction and renovation draw requests.
- Greenleaf Twin, LLC may be required to enter into a mortgage with the CRA that will be subordinate to the SCB mortgage or any subsequent mortgages. The terms of the mortgage remain to be determined but will be similar to prior CRA redevelopment agreements.
- Other appropriate terms and/or conditions required by SCB or other lenders to include in the CRA development agreement and/or the mortgage.
- Other terms and/or conditions required/approved by the CRA Board from the agenda item discussion.

While the extension of the GFS District from FY 2030 to FY 2038 will provide a number of enhancements in the long term, the tax increment parity between the City and County that takes affect starting in FY 2019 will reduce the amount of tax increment the GFS District receives through FY 2030 by more than 33 percent. Prior to FY 2019, when the County contributed tax increment based on its full millage rate, each \$1.0 million increase in taxable value generated approximately \$12,400 in tax increment. With parity, each \$1.0 million increase in taxable value will generate approximately \$8,100 in tax increment funding for the district. Using this project as an example, with the full City and County TIF contributions prior to FY 2019, a grant of \$100,000 would have been fully returned to the CRA by FY 2038 assuming an annual increase in taxable value of 3.0 percent, and fully returned to the CRA by FY 2036 assuming a 5.0 percent annual increase in taxable value.

This income reduction may require an adjustment in how we evaluate and calculate front-end project grants and post-improvement tax increment reimbursements for both existing/approved projects as well as the anticipated increase in medium sized projects that may not generate post-improvement values in the multiple millions of dollars. Until a strong private investment occurs in the GFS District, it may be appropriate for the Board to consider added flexibility in funding levels/approaches for the small and midsize projects.

### ***Department(s) Review***

Financial Management Department

### ***Options***

1. Approve a grant request of up to \$75,000 from Greenleaf Twin, LLC for interior and exterior renovations to 710 Wailes Street, a student housing complex.
2. As an alternate, approve a grant of \$100,000 as originally recommended by CRA staff and the CAC before the change in the

project's post-redevelopment value.

3. Do not approve the grant request, provide staff with alternate direction.

***Attachments/References***

1. Greenleaf Twin, LLC Renovation Presentation Proposal – 710 Wailes Street

[Attachment 1.pdf \(2,999 KB\)](#)

# 710 Wailes Street Redevelopment Project

04/09/2018

# 710 Redevelopment Project

- Approximately 5000 square feet cinder block structure in close proximity to FAMU. Eight unit apartment style building.
- Vandalized – Floor to ceiling
  - Windows are broken
  - The electrical system is destroyed from copper wire removal. All the electrical panels are removed
  - Plumbing system is also destroyed
  - \_AC units stolen



# 710 Redevelopment Project

- Roof has fallen trees from adjacent properties
- With large branches through the roof
- There are obvious ceiling leaks
- Smell of human feces within the units
- Three large honey bee colonies in the soffit

# Adjacent lot



# 710 Redevelopment Project

- Building has been uninhabited for several years.
- Discussion with neighbors
  - Express disgust and concern for the type of traffic that frequent the building
  - Doors and locks have been placed and a fence in attempt to secure the building.
  - However, the building is still broken into and harbors the wrong crowd.



# Subject Property



# Subject Property--Interior



# Subject Property—Interior

## Electric Panels and copper wires removed

Attachment 1  
Page 8 of 21



# Subject Property--Interior



# Possible Solution

- Option 1

Demolish the structure—which neighbors have voiced, to avoid unwanted traffic. Costly and overall not environmentally friendly.

- Option 3

- Redevelop the building into one that is habitable.
- Built in 1965 and is part of the history of the area
- At the same time making it “Green”—incorporate renewable energy in the form of solar
- Tankless water heaters, high efficient appliances, and recyclable material wherever possible during the redevelopment



# Possible Solution

- Option 2
  - Do nothing

# Developer Proposed Solution

- Option 3
- Student housing

# Positive Effect

- Benefit to the
  - Community
    - Produce a positive effect in the surrounding area
    - Adjacent empty lot is a dumping ground, that sits directly across from FAMU
    - Decrease unwanted behaviors and illegal activity
  - Student and Family
    - Provide clean living environment
  - Environment
    - Promoting clean renewable energy
    - Smaller carbon footprint
  - Personal
    - Gratifying effect of giving to the community and being involved.

# CRA Funding Assistance

- To Be Determined
- To include request for funding, exterior site and structure improvements only
- Landscaping, Security fencing, security lightings, parking area resurfacing, water proofing, commercial façade improvements, signage and etc.
- Financial Request Amount being ascertained but more than likely will exceed \$50,000 not to exceed more than \$500,000.00

# CRA Funding Assistance

## Sources

- Bank \$398,900
- Owner's \$183,445
- CRA (14.39%) \$97,929
- TOTAL \$680,274

## Uses

- Land Acquisition \$151,250
- Rehab Cost \$498,479
- Soft Cost \$15,545
- Solar Panels \$15,000
- TOTAL \$680,274

# Interior Renovations (Complete To Date)



# Interior Renovations (Begun)



# Interior Renovations





CONTINUATION SHEET

AIA DOCUMENT G703

Attachment 1

Page 19 of 21



OWNER: Greenleaf Twin LLC		PROJECT: Greenleaf Apartments 710 Wailes Street Tallahassee, FL 32304		APPLICATION NUMBER: 4		WORK CATEGORY NO: 4		PERIOD ENDING: 10/17/2017		CONTRACT WORK: Exterior and Interior Remodel		PROJECT NUMBER: 15		DISTRIBUTION: CONTRACTOR OWNER File	
CONTRACTOR: Millermark Construction PO Box 13463 Tallahassee, FL 32317		ARCHITECT:		PERCENT COMPLETE: 88.6%		PREPARED BY: Brandon Miller									

	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Permit Fees allowance (no impact fees)	\$ 1,717.50	\$1,717.50			\$1,717.50	100%	\$0.00	\$0.00
2	Architect and Engineer (Plans)	\$ 3,435.00	\$3,435.00			\$3,435.00	100%	\$0.00	\$0.00
3	Portable toilet	\$ 400.75	\$340.00	\$30.00		\$370.00	92%	\$30.75	\$0.00
4	Tree removal (allowance)	\$ 3,864.38	\$3,864.38			\$3,864.38	100%	-\$0.01	\$0.00
5	Shed removal or re-purpose allowance	\$ 3,435.00	\$3,435.00			\$3,435.00	100%	\$0.00	\$0.00
6	Dumpster Rental	\$ 4,122.00	\$3,200.00	\$922.00		\$4,122.00	100%	\$0.00	\$0.00
7	Builders Risk	\$ 1,488.50	\$0.00			\$0.00	0%	\$1,488.50	\$0.00
8	Utilities by owner	\$ -	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
9	Aluminum Fencing (front 2 sides, 6' wood privacy back 2 sides)(allowance)	\$ 9,474.88	\$0.00			\$0.00	0%	\$9,474.88	\$0.00
10	Landscaping (allowance)	\$ 2,862.50	\$0.00	\$2,862.50		\$2,862.50	100%	\$0.00	\$0.00
11	Overlay and stripe parking lot standard	\$ 7,442.50	\$0.00			\$0.00	0%	\$7,442.50	\$0.00
12	Tankless Electric Water Heater (1 kitchen, 1 bath, 1 washer), Emax with valves	\$ 10,076.00	\$8,000.00	\$2,076.00		\$10,076.00	100%	\$0.00	\$0.00
13	Clean roof, GACO coating, new drip edge (no repairs included, will come from contingency if needed)	\$ 9,789.75	\$9,789.75			\$9,789.75	100%	\$0.00	\$0.00
14	Bring guard rails up to code (wood)(allowance)	\$ 7,442.50	\$0.00			\$0.00	0%	\$7,442.50	\$0.00
15	Rotten siding and soffit repair 3/8" BC	\$ 3,435.00	\$3,150.00	\$285.00		\$3,435.00	100%	\$0.00	\$0.00
16	Plumbing labor and materials	\$ 29,770.00	\$25,800.00	\$3,720.00		\$29,520.00	99%	\$250.00	\$0.00
17	RE-wire Unit with 200 amp service to meter set/switch gear 1-8 and house meter	\$ 41,220.00	\$37,000.00	\$4,220.00		\$41,220.00	100%	\$0.00	\$0.00
18	Plumbing fixture allowance (sinks, faucets, shower, ...)	\$ 9,160.00	\$5,940.00	\$1,678.75		\$7,618.75	83%	\$1,541.25	\$0.00
19	Electrical fixture allowance (fans separate line item)	\$ 4,122.00	\$0.00			\$0.00	0%	\$4,122.00	\$0.00
20	Demo/trash units (not including flooring)	\$ 2,290.00	\$2,290.00			\$2,290.00	100%	\$0.00	\$0.00
21	Frame chase-electrical chase for conduit, + misc.	\$ 3,664.00	\$3,664.00			\$3,664.00	100%	\$0.00	\$0.00
22	HVAC PTAC unit (allowance) (with duct work to bedrooms)	\$ 25,190.00	\$14,000.00	\$10,690.00		\$24,690.00	98%	\$500.00	\$0.00
23	Sheetrock unit, refinish ceiling - remove black mold sheetrock -repair sub's holes	\$ 18,549.00	\$17,549.00	\$1,000.00		\$18,549.00	100%	\$0.00	\$0.00
24	Run Cat5 and RG cable to living room (in shared kitchen wall)	\$ 2,748.00	\$2,748.00			\$2,748.00	100%	\$0.00	\$0.00
25	Remove any flooring, install vinyl plank allowance	\$ 13,167.50	\$4,500.00	\$8,167.50		\$12,667.50	96%	\$500.00	\$0.00
26	Tile Shower with shower curb (Material and labor)(allowance)	\$ 14,198.00	\$5,000.00	\$8,698.00		\$13,698.00	96%	\$500.00	\$0.00
27	Tile bathroom floor (including set materials), no demo	\$ 3,893.00	\$1,750.00	\$1,893.00		\$3,643.00	94%	\$250.00	\$0.00
28	Pedestal Sink mounted and installed (supplied by owner)	\$ 687.00	\$0.00	\$687.00		\$687.00	100%	\$0.00	\$0.00
29	Remove existing and install 5 new 6-panel doors w/handles (hollow core)	\$ 4,030.40	\$4,030.40			\$4,030.40	100%	\$0.00	\$0.00
30	Remove existing and install 2 6-panel closet doors w/handles (hollow core)	\$ 1,465.60	\$1,465.60			\$1,465.60	100%	\$0.00	\$0.00
31	Replace cabinets and counters in kitchen with labor (owner supplied and installed)	\$ -	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
32	Bathroom mirrors, TP Holder, Towel Bar with labor (installation only)	\$ 696.16	\$0.00	\$696.16		\$696.16	100%	\$0.00	\$0.00
33	Remove existing, install steel doors and locksets (6 panel steel)	\$ 8,702.00	\$8,702.00			\$8,702.00	100%	\$0.00	\$0.00
34	Remove existing and provide/install new vinyl windows (builder grade- LowE)	\$ 15,343.00	\$15,343.00			\$15,343.00	100%	\$0.00	\$0.00
35	Install ceiling fans in bedrooms/ blocking (owner provide fan) Install only	\$ 549.60	\$549.60			\$549.60	100%	\$0.00	\$0.00
36	Install ceiling fan in living room/ blocking (owner provide fan) Install only	\$ 274.80	\$274.80			\$274.80	100%	\$0.00	\$0.00
37	Provide and install new smoke detectors (3 per unit)	\$ 824.40	\$824.40			\$824.40	100%	\$0.00	\$0.00
38	Provide and install new pvc mini blinds (4 per unit)	\$ 1,099.20	\$0.00	\$1,099.20		\$1,099.20	100%	\$0.00	\$0.00
39	Install tile backsplash in kitchen	\$ -	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
40	Exterior lights allowance (16 porch, 4 security, 6 hall)	\$ 1,087.75	\$400.00	\$67.64		\$467.64	43%	\$620.11	\$0.00
41	Provide and install basic bath fans with install	\$ 1,374.00	\$1,300.00	\$74.00		\$1,374.00	100%	\$0.00	\$0.00
42	Paint interior (2 colors)	\$ 8,244.00	\$7,244.00	\$500.00		\$7,744.00	94%	\$500.00	\$0.00
43	Stack washer and dryer (owner supplied and installed)	\$ -	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
44	Closet wired shelving with install allowance	\$ 1,374.00	\$0.00	\$1,374.00		\$1,374.00	100%	\$0.00	\$0.00
45	Final clean unit	\$ 2,290.00	\$0.00	\$2,040.00		\$2,040.00	89%	\$250.00	\$0.00
46	Baseboards/trim with labor 4 1/2" mdf base	\$ 5,038.00	\$4,538.00	\$250.00		\$4,788.00	95%	\$250.00	\$0.00
47	Appliances (fridge, range, microwave) (owner supplied and installed)	\$ -	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
48	Paint exterior (3 colors) and pressure washing (allowance)	\$ 5,725.00	\$0.00	\$1,465.60		\$1,465.60	26%	\$4,259.40	\$0.00
49	Switch door locks to Kwikset Smart Key	\$ 824.40	\$0.00			\$0.00	0%	\$824.40	\$0.00
50	Replace rotten subfloor under old tubs 3 units	\$ 858.75	\$858.75			\$858.75	100%	\$0.00	\$0.00
51	Fix structural rot units 1/5 and 4/8	\$ 9,045.50	\$9,045.50			\$9,045.50	100%	\$0.00	\$0.00
52	Remove Bees (no repair, just removal)	\$ 229.00	\$229.00			\$229.00	100%	\$0.00	\$0.00
53	Interior framing/sheetrock/electrical/plumbing, siding, clean... (**New unit allowance)	\$ 29,197.50	\$20,000.00	\$9,197.50		\$29,197.50	100%	\$0.00	\$0.00
54	Dig swale East side of property	\$ 543.88	\$543.88			\$543.88	100%	\$0.00	\$0.00
55	Install new water services for eight units	\$ 8,816.50	\$8,816.50			\$8,816.50	100%	\$0.00	\$0.00
56	Reframe washer/dyer closets as per email detail, cased opening	\$ 1,511.40	\$1,511.40			\$1,511.40	100%	\$0.00	\$0.00
57	Contingency Allowance 5.x%	\$ 17,452.65	\$11,358.63	\$4,729.34		\$16,087.97	92%	\$1,364.68	\$0.00
	GRAND TOTALS	\$364,242.24	\$254,208.09	\$68,423.19	\$0.00	\$322,631.28	88.6%	\$41,610.96	\$0.00

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G-703-1992

A	B	C	D	E	F	G	H	I	J
CHANGE ORDERS/ADDITIONS									
1		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
2		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
3		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
4		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
5		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
6		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
7		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
8		\$ -	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
GRAND TOTAL OF CHANGE ORDERS		\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00	\$0.00

WALDOCH

Waldoch Builders, Inc.  
8509 Little Scenic lane  
Tallahassee, FL 32309

DRAW #2

710 Wailes St.  
Tallahassee, Fl

CONTRACT ESTIMATE	51,273.00	100%
Amount Work Completed	39,537.02	73%
Balance to Finish	14,373.31	27%
Estimated Final Price	53,910.33	105%

## All Transactions

02/20/18

Type	Date	Num	Source Name	Memo	Account	Class	Amount-Pd/Due	Balance	Amount	Balance to Finish
Check	01/04/18		1701 City Of Tallahassee		1790 - WP	Permits	19.50	19.50	0.00	
Check	01/04/18		1702 City Of Tallahassee		1790 - WP	Permits	134.00	134.00	0.00	
Bill	01/23/18		24134 Advanced Plumbing Co., Inc.		1790 - WP	Subcontract	1,800.00	1,953.50	0.00	
Bill	01/23/18		24134 Advanced Plumbing Co., Inc.	permit	1790 - WP	Other	300.00	2,253.50	0.00	
Deposit	01/30/18			Deposit	2500 - Construction	Draws	-5,000.00	-2,746.50	-5,000.00	
Bill	02/01/18		Leshawn Sykes	710 Walles	1790 - WP	Subcontract	1,025.00	-1,721.50	1,025.00	
Bill	02/01/18		Leshawn Sykes	demo, dumo, rental	1790 - WP	Subcontract	650.00	-1,071.50	650.00	
Check	02/01/18 d		Florida Tile Ceramic, Inc.		1790 - WP	Materials	414.97	-656.53	414.97	
Check	02/02/18 d		United Rentals	rent equip	1790 - WP	Other	295.76	-360.77	295.76	
Check	02/05/18 d		Florida Tile Ceramic, Inc.		1790 - WP	Materials	124.70	-336.07	124.70	
Check	02/05/18 d		Lowes	710 walles	1790 - WP	Materials	289.18	53.11	289.18	
Bill	02/06/18		1362 Building Rome Inc.	1-8 units	1790 - WP	Subcontract	1,080.00	1,133.11	1,080.00	
Bill	02/06/18		1362 Building Rome Inc.	tile backplash	1790 - WP	Subcontract	1,000.00	2,133.11	1,000.00	
Bill	02/06/18		1362 Building Rome Inc.	cottage	1790 - WP	Subcontract	500.00	2,633.11	500.00	
Bill	02/06/18		1362 Building Rome Inc.	blld north soffit, demo	1790 - WP	Subcontract	250.00	2,883.11	250.00	
Bill	02/06/18		1362 Building Rome Inc.	exterior wall cleanup	1790 - WP	Subcontract	500.00	3,383.11	500.00	
Bill	02/06/18		1362 Building Rome Inc.	Cottage	1790 - WP	Subcontract	100.00	3,483.11	100.00	
Bill	02/06/18		1362 Building Rome Inc.	Cottage venting	1790 - WP	Subcontract	175.00	3,658.11	175.00	
Bill	02/06/18		1362 Building Rome Inc.	hose bibb, foam ac misc	1790 - WP	Subcontract	180.00	3,838.11	180.00	
Bill	02/06/18		Lowes Credit Card		1790 - WP	Materials	65.88	3,903.99	65.88	
Check	02/07/18		1729 Lowes	710 walles	1790 - WP	Materials	136.34	4,040.33	136.34	
Check	02/08/18		1733 Marpan Recycling, LLC		1790 - WP	Other	22.50	4,062.83	22.50	
Check	02/08/18		Blueprint Shop		1790 - WP	Other	11.83	4,074.66	11.83	
Check	02/08/18 d		Lowes	710 walles	1790 - WP	Materials	40.19	4,114.85	40.19	
Check	02/12/18		1735 Anytime Concrete		1790 - WP	Materials	332.00	4,446.85	332.00	
Bill	02/12/18		Alpha and Omega Welding		1790 - WP	Subcontract	750.00	5,196.85	2,350.00	1,600.00
Bill	02/15/18		SuperDave Window Tinting		1790 - WP	Subcontract	0.00	5,196.85	360.00	360.00
Bill	02/16/18		7266 North Florida Asphalt, Inc.	Striping	1790 - WP	Subcontract	6,600.00	11,796.85	6,600.00	0.00
Bill	02/16/18		7266 North Florida Asphalt, Inc.		1790 - WP	Subcontract	850.00	12,646.85	850.00	0.00
Bill	02/20/18		G&S Fence, Deck, and Hardsc	gate repair	1790 - WP	Subcontract	250.00	12,896.85	250.00	0.00
Bill	02/20/18		G&S Fence, Deck, and Hardsc	asphalt	1790 - WP	Subcontract	3,174.00	16,070.85	3,174.00	0.00
Bill	02/20/18		Capital City Cutter, Inc.	fascia	1790 - WP	Subcontract	1,500.00	17,570.85	1,500.00	0.00
Bill	02/20/18		Capital City Cutter, Inc.	soffit	1790 - WP	Subcontract	1,500.00	19,070.85	1,500.00	0.00
Bill	02/20/18		Capital City Cutter, Inc.	wood rot repair	1790 - WP	Subcontract	540.00	19,610.85	540.00	0.00
Bill	02/20/18		Capital City Cutter, Inc.		1790 - WP	Subcontract	2,370.00	21,980.85	2,370.00	0.00
Bill	02/20/18		Jimmy Jackson Lawn & Landscaping		1790 - WP	Subcontract	0.00	21,980.85	600.00	600.00
Bill	02/20/18		Jimmy Jackson Lawn & Landscaping		1790 - WP	Subcontract	0.00	21,980.85	90.00	90.00
Bill	02/20/18		Jimmy Jackson Lawn & Landscaping		1790 - WP	Subcontract	0.00	21,980.85	300.00	300.00
Bill	02/20/18		Jimmy Jackson Lawn & Landscaping		1790 - WP	Subcontract	0.00	21,980.85	166.00	166.00
Bill	02/20/18		Jimmy Jackson Lawn & Landscaping		1790 - WP	Subcontract	0.00	21,980.85	1,800.00	1,800.00
Bill	02/20/18		1064 Building Rome Inc.	hallway floor and stairways	1790 - WP	Subcontract	0.00	21,980.85	650.00	650.00
Bill	02/20/18		1064 Building Rome Inc.	railing	1790 - WP	Subcontract	0.00	21,980.85	700.00	700.00
Bill	02/20/18		1064 Building Rome Inc.	demo	1790 - WP	Subcontract	0.00	21,980.85	800.00	800.00
Bill	02/20/18 est		Sherwin Williams Co.		1790 - WP	Materials	0.00	21,980.85	500.00	500.00
Bill	02/20/18 extras		Capital City Cutter, Inc.	cottage	1790 - WP	Subcontract	5,950.00	22,480.85	5,950.00	0.00
Bill	02/20/18 extras		Capital City Cutter, Inc.	soffit of 2nd floor ceiling	1790 - WP	Subcontract	5,950.00	28,430.85	5,950.00	0.00
Bill	02/20/18 estimate		Leshawn Sykes	710 Walles	1790 - WP	Subcontract	350.00	28,780.85	350.00	0.00
Bill	02/20/18 estimate		Leshawn Sykes	710 Walles	1790 - WP	Subcontract	0.00	28,780.85	1,100.00	1,100.00
Bill	02/20/18 estimate		World Over Electric, LLC	extras- 2 floods/ soffit	1790 - WP	Subcontract	0.00	28,780.85	1,350.00	1,350.00
Bill	02/20/18 estimate		Lowes	710 shutters	1790 - WP	Materials	0.00	28,780.85	1,125.00	1,125.00
Bill	02/20/18 estimate		Chelsey Maneth Cleaning		1790 - WP	Subcontract	0.00	28,780.85	450.00	450.00
Bill	02/20/18 estimate		Leshawn Sykes	710 Walles	1790 - WP	Subcontract	0.00	28,780.85	9,036.48	3,280.31
Bill	02/20/18 estimate		Stephan Waldoch	Construction management fee	2500 - Construction Dir	Subcontract	5,756.17	34,537.02	48,913.33	14,373.31
total							34,537.02			

**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	5. Frenchtown Southside District Policy Formation and Direction
Subject	5.02 Approve \$250,000 Grant Request from Rhettro Development, LLC for New Student Housing Development at 712 Gamble Street -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	250,000.00
Budgeted	No
Budget Source	FY 2018 and/or Prior Year Uncommitted Capital Project Funds
Recommended Action	Option 1: Approve the \$250,000 Grant Request from Rhettro Development, LLC for new student housing development at 712 Gamble Street consistent with the terms outlined in this agenda item.

**Public Content**

For more information, please contact: Rick McCraw, Tallahassee CRA at 850-891-8352

***Statement of Issue***

Rhett Turnquest with Rhettro Development, LLC (Rhettro) has proposed to construct ten student apartments at 712 Gamble Street, which is one block west of the Florida A&M University campus. Phase 1 of the development is the construction of seven three-story, four-bedroom, four-bathroom student apartments with on-site parking. Phase 1 is projected to have a total construction cost (hard and soft costs) of \$1.6 million, with construction beginning in June 2018 and being completed in April/May 2019.

In February, Mr. Turnquest requested \$250,000 in financial assistance from the City of Tallahassee Community Redevelopment Agency (CRA) for Phase 1 of the development. Following several meetings with CRA staff and a recommendation by the Greater Frenchtown/Southside (GFS) District's Citizens' Advisory Committee (CAC), staff is recommending Rhettro be approved for a \$250,000 grant to assist with construction costs as outlined in this agenda item.

***Recommended Action***

Option 1 - Approve the \$250,000 Grant Request from Rhettro Development, LLC for a new student housing development at 712 Gamble Street consistent with the terms outlined in this agenda item.

***Fiscal Impact***

If the grant request is approved, the funds will come from FY 2018 and/or Prior Year uncommitted capital project funds.

**Supplemental Material/Issue Analysis**

## ***History/Facts & Issues***

Rhettro, a small local-based construction company with a focus on multi-family housing development, purchased 712 Gamble Street in August of 2017. The half-acre parcel, which included a deteriorating single-family home at the time of the purchase, is zoned University Transition and is one block west of FAMU's campus. Consistent with the University Transition zoning, Rhettro proposes to construct ten student apartments on the property. The property is located within the boundary of the Greater Frenchtown/Southside Community Redevelopment Area (GFS District).

The redevelopment project will remove a deteriorating and vacant single-family home on Gamble Street and replace it with ten student housing units. The development of student housing next to the FAMU campus is expected to reduce the intrusion of student housing into the traditional residential neighborhoods that surround the campus. The project is also designed to serve as a complimentary component for the western approach to FAMU. A rendering of the proposed development is at Attachment 1.

Originally, Rhettro requested a grant of \$257,000 to assist with the construction of Phase 1 of the development which will include the construction of seven (7) three-story, four-bedroom, four-bathroom student apartments with on-site parking. The units will have granite countertops, stainless steel appliances, wood plank style flooring, and washers and dryers. The anticipated rental rates are \$700 per bedroom per month, and will include utilities. Phase 2 of the development will include three (3) additional four-bedroom apartments, and is planned for a later date after completion of Phase 1. Following a series of meetings with CRA staff that began earlier this year, the developer and CRA staff agreed on pursuing \$250,000 in grant assistance to help fund the construction of Phase 1 of the development.

Phase 1 of the development is projected to cost \$1,601,804. The developer has received a preliminary proposal by his bank for a loan of \$900,000 with the developer injecting \$451,804 of his own funds. The CRA grant request of \$250,000 represents approximately 15.6 percent of the estimated total project cost, which is on the high end of this type of CRA grant assistance. If approved, the grant funds will be used for the hard construction costs as listed on page 8 of Attachment 1.

The proposed construction timeline has the project being completed in April/May 2019, with the improvements added to the tax roll in 2020 and generating tax increment to the GFS District in FY 2021 (starting in October 2020). Assuming the project has a post-development value of \$1.7 million and an annual increase in taxable value of 1.5 to 3.0 percent over the life of the GFS District, it will take between 14 and 18 years before the tax increment generated by the new development exceeds the CRA grant investment. This level of return is to be expected on mid-sized redevelopment projects that do not increase property taxable values by several million dollars or more. Based on the tax increment parity that takes effect starting in FY 2019 in the GFS District, each \$1.0 million increase in taxable value will generate approximately \$8,000 in tax increment funding for the district. The projected first-year increase of \$1.6 million in taxable value for 712 Gamble Street (\$1.7 million in new taxable value less the current taxable value of \$95,302) would generate approximately \$12,830 for the GFS District in FY 2021.

It should be noted that there is a lack of adequate infrastructure such as sidewalks, streetscape, lighting and stormwater conveyance systems within the immediate area. These basic infrastructure items are necessary to effectuate long term change and stabilization of the area. There are a number of City initiatives and reviews moving forward to identify critical infrastructure needs for the immediate area. It is possible that future CRA funding requests for infrastructure will be brought back to the Board to address these critical needs.

## **Staff Recommendation**

CRA staff has determined the project is consistent with the GFS Community Redevelopment Plan, which recommends redevelopment of vacant and underutilized lots. Further, the development of student housing adjacent to the FAMU campus is expected to help reduce the intrusion of student oriented rental housing into the traditional residential neighborhoods surrounding FAMU, which should help keep housing in those neighborhoods both more affordable and available to full-time residents. Based on these determinations, CRA staff recommends approval of the Rhettro grant request. Staff also recommends the conditions listed below be included as part of the CRA Board approval and, as appropriate, be included in the development agreement between the CRA and Rhettro Development, LLC that outlines the terms and conditions of the CRA Board approval.



- The developer must receive loan approval of \$900,000 enter into a loan agreement with FCCU prior to the disbursement of any CRA grant funds.
- The developer will meet with OEV/MWSBE to establish procedures for meeting the City of Tallahassee's 10.5% goal of MSWBE participation (7.5% Black and 3.0% Women) for construction projects based on the projected CRA financial participation.
- The completed project will be consistent with the design concept included at Attachment 1. Any changes to the design concept must be approved in writing by CRA staff.
- Any changes to the number of residential units must be approved in writing by CRA staff.
- CRA grant funds will be provided as a proportional percentage of loan funds from First Commerce Credit Union (FCCU) based on FCCU approved construction draw requests.
- Site plan and environmental permits must be approved by the Growth Management Department prior to the CRA entering into a development agreement with Rhettro Development, LLC.
- Rhettro Development, LLC will enter into a mortgage with the CRA that will be subordinate to the FCCU mortgage. The terms of the mortgage remain to be determined but will be similar to prior CRA redevelopment agreements.
- Other appropriate conditions required by FCCU to include in the CRA development agreement and/or the mortgage.
- Other terms and conditions required/approved by the CRA Board as a result of the agenda item discussion.

### **Citizens' Advisory Committee Recommendation**

Staff presented the Rhettro request and the CRA staff recommendation to the GFS District CAC at their regularly scheduled meeting on Monday, April 9, 2018. Following a brief discussion, the CAC unanimously accepted staff's recommendation to forward the \$250,000 grant request to the CRA Board recommending approval consistent with the terms outlined in this agenda item.

### ***Department(s) Review***

Financial Management Department

### ***Options***

1. Approve the \$250,000 grant request from Rhettro Development, LLC for a new student housing development at 712 Gamble Street consistent with the terms outlined in this agenda item.
2. Do not approve the grant request, provide staff with alternate direction.

### ***Attachments/References***

1. Rhettro Development Proposal – 712 Gamble Street

[Attachment 1.pdf \(3,846 KB\)](#)





## Rhettro 1 Student Housing Development

712 Gamble Street | Tallahassee, Florida 32310



## Executive Summary

In response to the City's continued redevelopment initiatives that have enhanced community revitalization and the elimination of blighted areas, Rhettro Development, LLC, with the assistance of the City of Tallahassee and the Tallahassee Community Redevelopment Agency (CRA), is pleased to submit a proposal for the construction of Rhettro 1 Student Housing, located at 712 Gamble St., Tallahassee, FL 32301. Gamble St is located in the Villa Mitchell subdivision and is the major thoroughfare in this community.

Located immediately west of Florida A & M University (FAMU) campus, and south of the newly developed FAMU Way, the Villa Mitchell subdivision is one of the oldest urban communities south of Gaines St. Majority of the Villa Mitchell subdivision is zoned University Transition and is a valuable location for mixed use development adjacent to FAMU. This area is located immediately south of the current infrastructural redevelopment of FAMU Way bordered by Wahnish Way, Eugenia St, and Floral St. This historic area located on the western boundary of FAMU campus, is one of the oldest urban areas south of Gaines St. and will serve as the pioneer project to motivate commercial and residential redevelopment in the Villa Mitchell and Bond subdivisions. This initial phase of planning for the redevelopment and revitalization of this historic area, is the beginning of a broader development initiative envisioned for communities surrounding FAMU. We feel this project will contribute to the revitalization efforts that help inner city Tallahassee communities attract commercial and residential development, young professionals, students, and families, to the modernized urban core of the Southside CRA.

Rhett Turnquest introduced Rhettro Development, LLC as a small community based development company established to build single and multi-family modern housing near Florida A & M University, and champion urban revitalization in the Southside CRA.

In August of 2017, Rhettro Development, LLC purchased 712 Gamble St. for the purpose of building Rhettro 1 Student Housing. This .410 acre parcel is zoned University Transition and is one block west of Florida A & M University's main campus. This development will contain 7 apartments, 12,425 square feet of upscale, residential living for college students. Each unit will feature 4 bedrooms/ 4 bathrooms, granite countertops in the kitchens, stainless appliances, wood plank style flooring, and washer/dryers in each unit. Construction is scheduled to begin in June of 2018 and will be completed within 10 months. This project is designed to exemplify modern student living, be the catalyst to encourage future investments and community development, and facilitate the goals and missions of the Tallahassee Community Redevelopment Area (CRA). Phase 2 of the Rhettro 1 Student Housing will include 3 additional apartments with the same interior features as Phase 1 and will be completed in the future.

Rhettro Development, LLC, was established to fill a void and establish a niche for modern student living near Florida A & M University main campus. When Mr. Turnquest returned to Tallahassee in 2013, there was a need for upscale residences near FAMU's campus, therefore, Mr. Turnquest decided to build his personal residence adjacent to the University. Every year henceforth, he has acquired properties near FAMU to help build or remodel properties that were originally built for students, faculty, and staff of FAMU.

Currently, Florida A & M University is in need of student housing with only 2579 beds on campus with



a student population of approximately 10,000. After being appointed President of FAMU in November of 2017, Dr. Larry Robinson indicated student housing is his number one priority. The National Center for Education Statistics predicts college enrollment in the U.S. will reach 19.8 million students by 2025, an increase of 14 percent from its 2014 enrollment of 17.3 million.

Rhettro Development is adamant about working with the Villa Mitchell community to research the necessary infrastructural features and components that will have a lasting economic impact and build the future for urban revitalization that benefits the community without gentrification.

The following is a Public Assistance Request Summary & Opinion of Probable Costs. The breakdown below itemizes the costs for development components and money for which the developer is requesting consideration.

#### Request for Public Assistance

Upfront Construction Grant Assistance	\$150,320
Storm Water Piping/Water Retention System	\$50,000
Security Measures: Fencing, Gates, Cameras	\$39,000
Enhanced Streetscape and Beautification Improvements	\$18,000

Total Public Assistance Request	\$257,320
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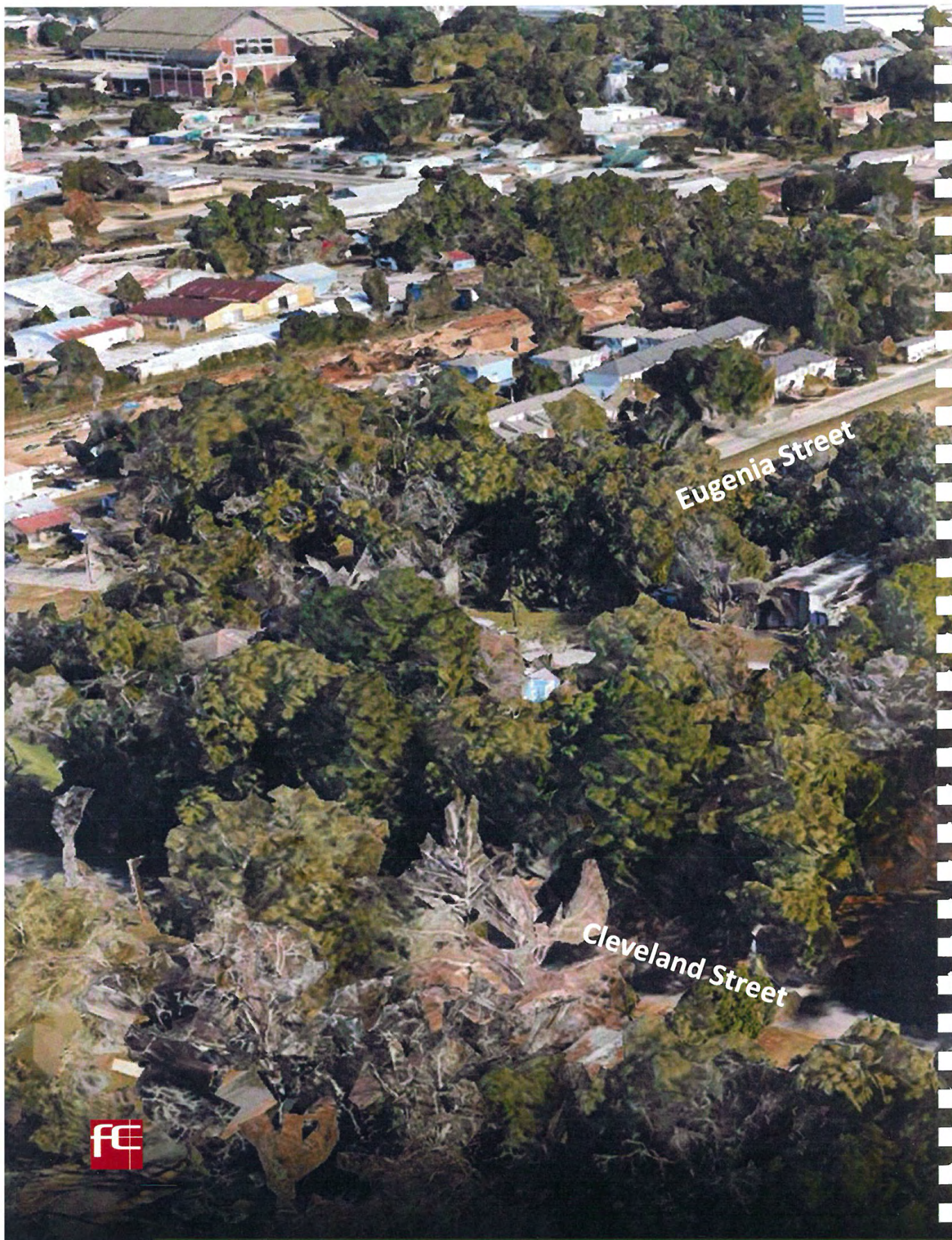
## Purpose

The purpose of this report is to provide the Tallahassee Community Redevelopment Agency (CRA) and the City of Tallahassee with an overview and update of Rhettro 1 Student Housing project, located at 712 Gamble St., one block west of Florida A & M University (FAMU). This property is .410 of an acre, zoned University Transition and will contain 7, 3 story, 4 bedrooms and 4 bathrooms, apartments. This modern student housing development proposed by Rhettro Development, LLC, and designed by Fitzgerald Collaborative Architects and Urban Designers, will represent a \$1.64 million investment with 12,425 square feet of residential student living. Fitzgerald Collaborative is currently designing Phase 1 wherein construction is slated to begin in June of 2018. This exciting project will anchor the Villa Mitchell subdivisions revitalization and Gamble St. will serve as a complimentary component for the western approach to FAMU and bridge the main campus to Innovation Park. This document provides a transparent understanding of the Rhettro 1 Student Housing project, the cost of construction, the request for public assistance, the sources of funding and the pre-construction and post-construction value. Phase 2 of this project will contain 3 additional apartments with the same structural features as Phase 1.

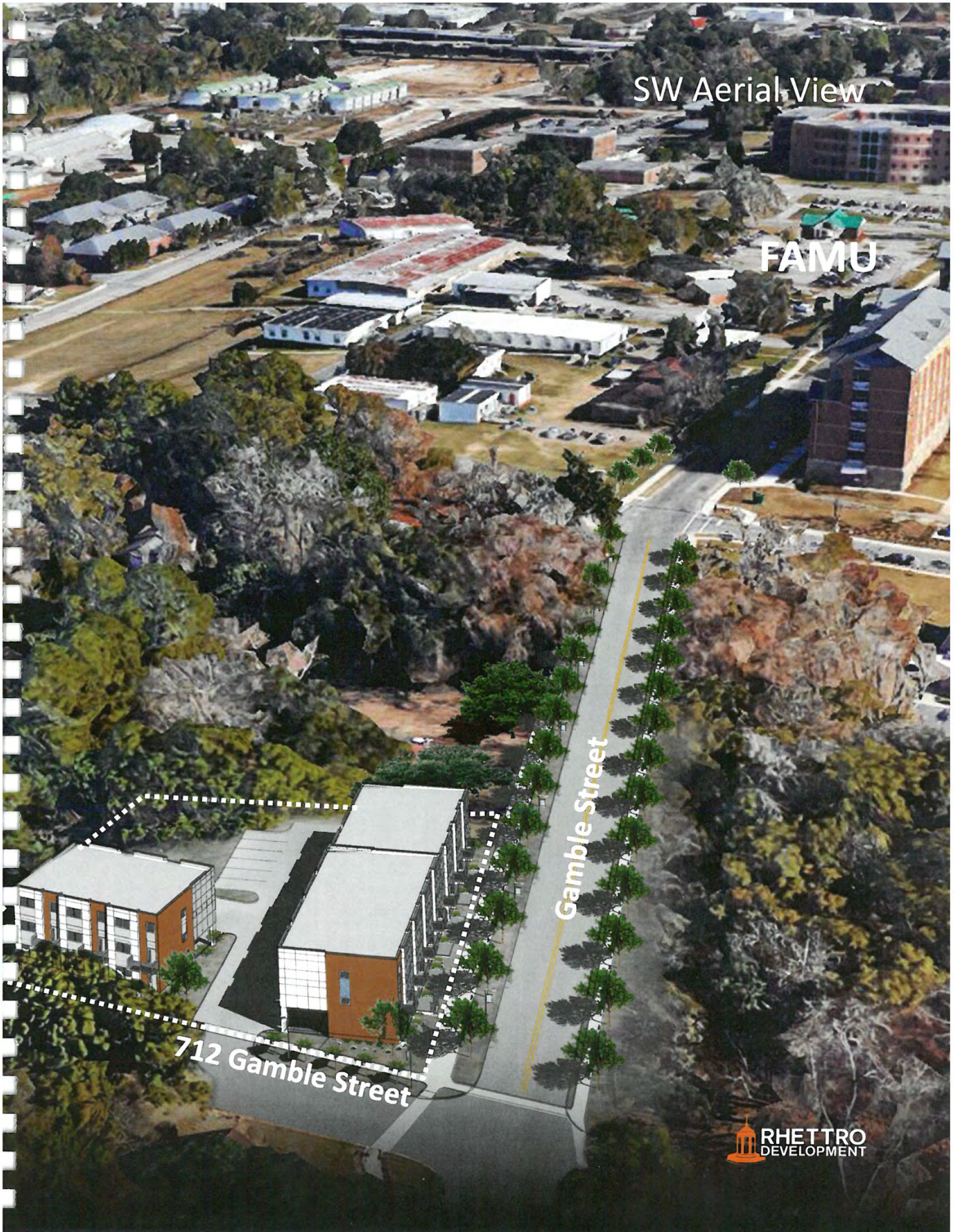
Total Cost of Phase 1 Construction \$1,644,250

















## Perspective at Gamble and Cleveland Streets





## Costs

### Construction Costs

Demolition Costs	\$23,000
Temporary Sanitation	\$1200
Site Work and Grading	\$10,500
Construction Fencing	\$4,500
Storm Water Piping/Water Retention	\$40,000
Foundation/Concrete Beams	\$150,000
Concrete Testing	\$1,600
Temporary Utilities	\$2,900
Storage Trailer	\$1350
Dumpster	\$4,000
Silk Fencing/Hay	\$300
Fire Sprinkler/Alarm	\$28,800
Framing Material/Siding/Doors/Windows/Hardware	\$205,000
Framer	\$97,000
Finish Carpentry	\$15,000
Drywall	\$58,000
Insulation	\$17,000
Electrical Fixtures	\$19,000
Electrician/Material	\$12,000
HVAC/Material	\$50,000
Roofing Material	\$28,000
Roofer	\$35,000
Exterior Finish	\$75,000
Paint Interior/Exterior	\$58,000
Flooring	\$50,000
Plumbing / Fixtures	\$100,000
Appliances	\$35,000
Window Treatments	\$10,000
Cabinets/Granite Counter Tops	\$63,000
Paving/Sidewalks	\$53,000
Security Fencing/Gates/Security Cameras	\$32,000
Landscape	\$10,000
Temporary Labor	\$9,600
Mailboxes	\$2,500
Signage	\$3,600

### Total Construction Costs

**\$1,305,850**

### Soft Costs

Architectural Fees & MEP's.	\$66,000
Civil Engineering Fees & Soil Test	\$19,000
Contractor Fees	\$137,000
Land Acquisition	\$45,000
Demolition	\$23,000
Storm Water Piping/Retention Pool.	\$40,000
General Liability/Builders Risks Insurance	\$8,400

<b>Total Soft Cost</b>	<b>\$338,400</b>
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### Funding Summary

Construction Costs	\$1,305,850
Soft Costs	\$338,400
<b>Total Cost of Construction</b>	<b>\$1,644,250</b>

### Sources of Funding

Bank Loan	\$1,071,630
Owners Cash Injection	\$322,300
Gap Funding Request	\$250,320

<b>Total Phase 1 Funding</b>	<b>\$1,644,250</b>
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The pre-development taxable value of 712 Gamble St. is approximately \$85,000. The estimated post-construction value of the project is \$1,644,250, which will increase the taxable value to \$25,000 per year. The increase in new taxable value for the Greater Frenchtown Southside CRA is approximately \$24,000.



## Proforma

ASSUMPTIONS			Rent Rates		
Cost of Project	\$1,644,250	Interest Rate	5.00%	Semester Rent	\$3,500
Total Students	28	Term	5 year fixed	3 SEMESTERS	9,750
30 Year Surplus	\$1,558,862	Rent Inflation	3%	occupancy	90%

REVENUES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
New Project Rents	\$176,400	\$181,692	\$187,143	\$192,757	\$198,540	\$204,496	\$210,631	\$216,950
Misc Income	\$8,820	\$9,085	\$9,357	\$9,638	\$9,927	\$10,225	\$10,532	\$10,847
	=	=	=	=	=	=====	=	=
Total Revenue	\$185,220	\$190,777	\$196,500	\$202,395	\$208,467	\$214,721	\$221,162	\$227,797
<b>EXPENSES</b>								
Utilities	\$37,800	\$38,934	\$40,102	\$41,305	\$42,544	\$43,821	\$45,135	\$46,489
Maintenance/Insurance	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747
Management @ 3%	\$5,557	\$5,723	\$5,895	\$6,072	\$6,254	\$6,442	\$6,635	\$6,834
	38.75% =	=	=	=	=	=====	=	=
Total Expenses	\$68,357	\$70,407	\$72,520	\$74,695	\$76,936	\$79,244	\$81,621	\$84,070
Avail for Debt Serv	\$116,863	\$120,369	\$123,980	\$127,700	\$131,531	\$135,477	\$139,541	\$143,727
Mortgage payment	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790
Coverage	1.36	1.40	1.45	1.49	1.53	1.58	1.63	1.68
Surplus	\$31,073	\$34,579	\$38,190	\$41,910	\$45,741	\$49,687	\$53,751	\$57,937
Less Maintenance Reserve	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896
	=====	=====	=====	=====	=====	=====	=====	=====
Net to Foundation	\$1,073	\$3,679	\$6,363	\$9,128	\$11,976	\$14,908	\$17,929	\$21,041

REVENUES	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17
New Project Rents	\$223,458	\$230,162	\$237,067	\$244,179	\$251,504	\$259,049	\$266,821	\$274,825	\$283,070
Misc Income	\$11,173	\$11,508	\$11,853	\$12,209	\$12,575	\$12,952	\$13,341	\$13,741	\$14,154
	=	=	=	=	=	=	=	=	=
Total Revenue	\$234,631	\$241,670	\$248,920	\$256,388	\$264,079	\$272,002	\$280,162	\$288,567	\$297,224
<b>EXPENSES</b>									
Utilities	\$47,884	\$49,320	\$50,800	\$52,324	\$53,894	\$55,511	\$57,176	\$58,891	\$60,658
Maintenance/Insurance	\$31,669	\$32,619	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118
Management @ 3%	\$7,039	\$7,250	\$7,468	\$7,692	\$7,922	\$8,160	\$8,405	\$8,657	\$8,917
	38.75% =	=	=	=	=	=	=	=	=
Total Expenses	\$86,592	\$89,190	\$91,866	\$94,622	\$97,460	\$100,384	\$103,395	\$106,497	\$109,692
Avail for Debt Serv	\$148,039	\$152,480	\$157,055	\$161,766	\$166,619	\$171,618	\$176,766	\$182,069	\$187,531
Mortgage payment	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790
Coverage	1.73	1.78	1.83	1.89	1.94	2.00	2.06	2.12	2.19
Surplus	\$62,249	\$66,690	\$71,265	\$75,976	\$80,829	\$85,828	\$90,976	\$96,279	\$101,741
Less Maintenance Reserve	\$38,003	\$39,143	\$40,317	\$41,527	\$42,773	\$44,056	\$45,378	\$46,739	\$48,141
	=====	=====	=====	=====	=====	=====	=====	=====	=====
Net to Foundation	\$24,246	\$27,547	\$30,947	\$34,449	\$38,056	\$41,772	\$45,599	\$49,540	\$53,600

REVENUES	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26
New Project Rents	\$291,562	\$300,309	\$309,318	\$318,598	\$328,156	\$338,001	\$348,141	\$358,585	\$369,342
Misc Income	\$14,578	\$15,015	\$15,466	\$15,930	\$16,408	\$16,900	\$17,407	\$17,929	\$18,467
	=	=	=	=	=	=	=	=	=
Total Revenue	\$306,140	\$315,325	\$324,784	\$334,528	\$344,564	\$354,901	\$365,548	\$376,514	\$387,810
<b>EXPENSES</b>									
Utilities	\$62,478	\$64,352	\$66,283	\$68,271	\$70,319	\$72,429	\$74,602	\$76,840	\$79,145
Maintenance/Insurance	\$41,321	\$42,561	\$43,838	\$45,153	\$46,507	\$47,903	\$49,340	\$50,820	\$52,344
Management @ 3%	\$9,184	\$9,460	\$9,744	\$10,036	\$10,337	\$10,647	\$10,966	\$11,295	\$11,634
	38.75% =	=	=	=	=	=	=	=	=
Total Expenses	\$112,983	\$116,373	\$119,864	\$123,460	\$127,163	\$130,978	\$134,908	\$138,955	\$143,124
Avail for Debt Serv	\$193,157	\$198,952	\$204,921	\$211,068	\$217,400	\$223,922	\$230,640	\$237,559	\$244,686
Mortgage payment	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790
Coverage	2.25	2.32	2.39	2.46	2.53	2.61	2.69	2.77	2.85
Surplus	\$107,367	\$113,162	\$119,131	\$125,278	\$131,610	\$138,132	\$144,850	\$151,769	\$158,896
Less Maintenance Reserve	\$49,585	\$51,073	\$52,605	\$54,183	\$55,809	\$57,483	\$59,208	\$60,984	\$62,813
	=====								
Net to Foundation	\$57,782	\$62,089	\$66,525	\$71,095	\$75,802	\$80,649	\$85,642	\$90,785	\$96,083

REVENUES	Year 26	Year 27	Year 28	Year 29	Year 30
New Project Rents	\$369,342	\$380,423	\$391,835	\$403,590	\$415,698
Misc Income	\$18,467	\$19,021	\$19,592	\$20,180	\$20,785
	=	=	=	=	=
Total Revenue	\$387,810	\$399,444	\$411,427	\$423,770	\$436,483
<b>EXPENSES</b>					
Utilities	\$79,145	\$81,519	\$83,965	\$86,484	\$89,078
Maintenance/Insurance	\$52,344	\$53,915	\$55,532	\$57,198	\$58,914
Management @ 3%	\$11,634	\$11,983	\$12,343	\$12,713	\$13,094
	38.75% =	=	=	=	=
Total Expenses	\$143,124	\$147,417	\$151,840	\$156,395	\$161,087
Avail for Debt Serv	\$244,686	\$252,027	\$259,587	\$267,375	\$275,396
Mortgage payment	\$85,790	\$85,790	\$85,790	\$85,790	\$85,790
Coverage	2.85	2.94	3.03	3.12	3.21
Surplus	\$158,896	\$166,237	\$173,797	\$181,585	\$189,606
Less Maintenance Reserve	\$62,813	\$64,698	\$66,639	\$68,638	\$70,697
	=====				
Net to Foundation	\$96,083	\$101,539	\$107,159	\$112,947	\$118,909

## Design Team

### Developer

Rhett Turnquest



### Education

Bachelor of Science, Sociology, 1979 Florida Agricultural and Mechanical University  
Master of Public Administration, 2000 Nova Southeastern University

### Professional Experience

Retired Assistant Fire Chief  
Thirty years of construction experience and real estate acquisition.

### Bio

Rhett Turnquest is a native of Tallahassee who spent the first 12 years of his life living in Polkinghorne Village, which was housing for married students attending Florida A & M University. Polkinghorne Village was located on Gamble St. and Rhettro 1 Student Housing project is being built on Gamble St. Rhett is quoted as saying "this is the most exciting time of my life... to return to my roots after retiring from the West Palm Beach Fire Rescue Dept. to help revitalize the community I spent the first 12 years off my life". Rhett has been building houses since the 1980's, however, its extra special to return to Gamble St and add to the Villa Mitchell community and bring urban change and recreate the village appeal in our inner city. We have a great opportunity to connect the Southside community to the outstanding redevelopment projects the City of Tallahassee, the Tallahassee CRA, Blueprint Intergovernmental Agency pioneered for an economic impact to Tallahassee.

### Architect

Fitzgerald Collaborative Group, LLC



### Bio

Fitzgerald Collaborative Group is an architectural, urban design and interiors firm with offices in Tallahassee, FL and Atlanta, GA. FCG was founded in 2009 by Darrell Fitzgerald, FAIA and joined shortly thereafter by urban designer Donald Gray, Assoc. AIA. Four other senior architects are principals: Roger Godwin, AIA; Pat Ballasch, AIA; Charlie Clary, FAIA and Jeff Floyd, FAIA. Combined, these six architects bring more than 160 years of professional experience to the firm. They have collectively been principals in numerous successful architectural firms throughout their careers.



### Civil / Structural Engineer

David H. Melvin Engineering



#### Bio

David H. Melvin, Inc., a full service engineering firm, provides a broad spectrum of design and consulting services to clients in Northwest Florida. The Melvin team is comprised of professional engineers, landscape architects, planners, designers, grants administrators, contract managers, construction inspectors, and technicians who possess the abilities to meet design and project challenges. Since 1989, Melvin Engineering has applied experience and knowledge to help clients realize their objectives beginning with innovative concepts through final construction inspection and project close-out; from simple design to complex permitting; from sensitive environmental considerations to regulatory compliance. With offices located in Marianna and Tallahassee, their staff is easily accessible and available to be on-site within a short time to address any project design and/or construction issue.

### Mechanical, Electrical, Plumbing Engineer

EMERC



#### Bio

Emerc Engineering is a team of engineers and design professionals who strive to be: ethically sound and technically proficient, and utterly attractive to procurement agencies. Some of the attributes that we believe make us attractive are that we represent:

A full service, one-stop MEP & Fire Protection Design Team  
Veteran-operated company  
MBE/DBE certified company

In addition to our private sector efforts, we hope to: win projects with Florida's DOT and airports; apply for and secure grants for counties, municipalities, and other agencies to generate work for us and our associates; be an asset to the community through charitable giving of our time, services, and resources.





**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	6. Downtown District Policy Formation and Direction
Subject	6.01 Approve Design and Use Changes to the 4Forty North Development Proposal at 440 North Monroe Street -- Roxanne Manning, Tallahassee Community Redevelopment Agency (MATERIALS TO BE PROVIDED)
Access	Public
Type	

**Public Content**



**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	6. Downtown District Policy Formation and Direction
Subject	6.02 Modification of the Eligibility for the CRA's Allocation of Tourist Development Taxes through the Arts, Culture, and Heritage Grant Program -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Type	Action, Discussion
Fiscal Impact	No
Budgeted	Yes
Budget Source	Leon County Tourist Development Tax Funds
Recommended Action	CRA Board Direction

**Public Content**

For more information, please contact: Roxanne Manning, Tallahassee CRA, (850) 891-8353

***Statement of Issue***

Both the City and County Commission have initiated a discussion to consider expanding the geographic eligibility criteria for the City of Tallahassee Community Redevelopment Agency's (CRA) Arts, Culture, and Heritage Grant Program (ACHGP) to include the Bloxham building (the former Carolyn Brevard School) at 727 S. Calhoun Street. The topic was initiated by a request for an exception by the supporters of the Vickers Art Collection. The proposers wish to repurpose the Bloxham building (the former Carolyn Brevard School) at 727 S. Calhoun Street to house the renowned Vickers Art Collection. The grant funding is made up of Tourist Development Tax (TDT) funds and governed by an interlocal agreement between the City, Leon County and CRA that requires grant funds to be used within the boundaries of the current CRA Districts. The Bloxham building is adjacent to the CRA Downtown District, but not inside the boundary making it ineligible. An exception to the application eligibility must be approved by all parties to the interlocal agreement, the City Commission, County Commission and the CRA. This agenda item seeks Board direction regarding an exception to include the Bloxham building.

***Recommended Action***

CRA Board Direction. The following options could be considered:

Option 1: Authorize the CRA Chair, or designated representative, be authorized to execute an amendment to the interlocal agreement between the City, Leon County, and the CRA for the Arts, Culture, and Heritage Grant Program.

Option 2: Do not authorize an exception to the Arts, Culture, and Heritage Grant Program.

***Fiscal Impact***

There is no fiscal impact to the CRA budget in funding ACHGP projects. The grants are supported by approximately \$2.9 million in Leon County TDT funds once dedicated to the construction of a proposed performing arts center. The impact to the

CRA is from the expenditure of operational funds (generated from tax increment) to create and manage the program.

## **Supplemental Material/Issue Analysis**

### ***History/Facts & Issues***

Following a brief discussion at their May 8, 2018 meeting, the BOCC directed County staff to prepare an agenda item outlining the process to expand the geographic eligibility for the ACHGP to include the Bloxham building, formerly the Carolyn Brevard School, located just outside the CRA's Downtown District boundaries. The topic was initiated by a request for an eligibility exception by supporters of the Vickers Art Collection, who propose to repurpose the Bloxham building to house the Vickers Art Collection. This requires an amendment to Interlocal Agreement governing the use of the CRA-managed TDT funds. Per the Interlocal Agreement, the CRA-managed TDT funds can only be used within the boundaries of the CRA's Downtown and Greater Frenchtown/Southside District. The BOCC will formally consider the expansion at their May 22, 2018 meeting.

During the May 9, 2018 City Commission meeting, supporters of the Vickers Art Collection requested the same exception. In response, the City Commission directed City staff to develop an agenda item for the May 23, 2018 Commission meeting to provide an option for allowing the Bloxham building to be eligible for ACHGP funding.

To effectuate an amendment to the Interlocal Agreement, the proposed amendment must be approved by the City and County Commissions and the CRA Board. The deadline for ACHGP applications is 4:00 PM on Thursday, May 24, 2018. To meet the application deadline, any change to the Interlocal Agreement needs to be approved by the BOCC on May 22, 2018, the City Commission on May 23, 2018 and the CRA Board at their 9:30 meeting on May 24, 2018.

### ***Background:***

The ACHGP, as administered by the CRA Board, is the one-time allocation process for disbursement of the remaining Leon County TDT funds once dedicated to the construction of a proposed performing arts center. As set forth in the Interlocal Agreement, the ACHGP funds are dedicated to projects, programs and expenses related to the expansion of culture, visual arts, and heritage. In addition, the Interlocal Agreement requires the proposed use, activity, or project be located in one of the two CRA Districts.

The CRA adopted review criteria for the ACHGP are provided in Attachment 1. The review includes two phases. Phase One criteria require the application be for a project located in either of the two CRA districts from an entity that is qualified to use TDT funds under Florida State Statute 125. If an application meets Phase One requirements, it will progress to Phase Two for the evaluation of the benefits and impacts of the proposal, applicant funding, project potential and other factors.

On May 25, 2017, the CRA Board approved the creation of the Arts and Culture Review Committee (ACRC) to serve as the review/recommending committee for the process and provide guidance on the development of the ACHGP review process and criteria. To date, the ACRC has assisted staff with development of the process, schedule and the final review criteria. The adopted schedule, below, provides that funding requests be reviewed and ranked by the ACRC beginning on May 25, 2018. The ACRC's funding recommendations will then be submitted for comment to the TDC, followed by review and approval by the CRA Board and the City and County Commissions.

The program opened on March 26, 2018. To date, the CRA has held two public workshops and several meetings with potential applicants. This includes discussions with Ms. Paula Smith regarding the desire to submit an ACHGP application to repurpose the Bloxham building to house the Vickers Art Collection. Workshop attendance sheets are provided in Attachment 2. Please note that some potential applicants did not attend either public workshop because their proposed project was not located within the either the CRA DT or GFS Districts.

The application, review and notification schedule is as follows:

- March 26, 2018: Process Opens/Applications Available
- Friday, April 6, 2018 (2:00 PM): Applicant Workshop #1
- Thursday, May 3, 2018 (6:00 PM): Applicant Workshop #2
- May 24, 2018 (4:00 PM): ACHGP Application Deadline



- May 25 – June 11, 2018: Arts/Culture Review Committee Review Begins
- June 21, 2018: Leon County TDC Review
- July 9, 2018: CRA Board Review
- July 10, 2018: County Commission Review
- July 11, 2018: City Commission Review
- July 12, 2018: Applicant Notification

Should the CRA Board wish to pursue the expansion of geographic eligibility for the ACHGP to include the Bloxham building, staff recommends the CRA Chair, or designated representative, be authorized to effectuate an amendment to the Interlocal Agreement subject to concurrence from the Leon County and the City Commission.

### **Staff Recommendation**

CRA Board Direction

### ***Department(s) Review***

City Attorney's Office and Financial Management Department

### ***Options***

Option 1: Authorize the CRA Chair, or designated representative, be authorized to execute an amendment to the interlocal agreement between the City, Leon County, and the CRA for the Arts, Culture, and Heritage Grant Program.

Option 2: Do not authorize an exception to the Arts, Culture, and Heritage Grant Program.

### ***Attachments/References***

1. Arts, Culture, and Heritage Grant Program Application Criteria
2. Arts, Culture, and Heritage Grant Program Workshop Signup Sheets

[Attachment 1.pdf \(13 KB\)](#)

[Attachment 2.pdf \(2,241 KB\)](#)

**Review criteria and scoring structure:**

**Phase one:**

- 1) The application must be for a project located in one of the CRA districts.
- 2) The applicant must be from an entity that is qualified under Florida State Statute 125.

**Phase two:**

- 1.) Compliance with the Cultural Plan goal for Funding and Facilities; Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. (10 Points)
- 2.) Compliance with the Cultural Plan goal for Economic Development; Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts, through public and private funding for arts, arts organizations and cultural assets. (10 Points)
- 3.) Compliance with the Cultural Plan goal for Education; Capitalize on the area's art, cultural and heritage attributes to strengthen art, culture and heritage opportunities in schools and the community. (5 Points)
- 4.) Potential for revenue generation to pay ongoing staffing, operations and maintenance, including organizational capacity and financial stability of applicant(s). (20 Points)
- 5.) Number of arts/cultural/heritage entities supported by use. (10 Points)
- 6.) Potential number of citizens/visitors served by use. (criteria to be determined by TDC) (15 Points)
- 7.) Identifiable need, as demonstrated by unfilled demand such as a completed feasibility study for project. (15 Points)
- 8.) Impact of location on adjacent uses, both positive and negative. (5 Points)
- 9) Cost to build; the applicant must ensure that use is buildable before commitment of grant; Excluding the grant amount, any other amount and source of all funds for the proposed project must be disclosed at the time of application. We heavily discourage applicants from including projected amounts and/or anticipated revenue from fundraising or other activities. Only funds identified as "on hand" at the time of application will be considered. Include an explanation of how the funds will be utilized, including amount requested, total project budget, itemized budget. (10 Points)

**Art, Culture & Heritage Workshop # 1 Sign-In Sheet**  
**Friday, April 6, 2018, 2:00 PM**  
**B.L. Perry Branch Library**

Name	Organization	Address	E-Mail/Telephone
Pam Doffek	Lemoyne Arts	125 N Gadsden Tallahassee	KEffords@comcast.net 949 302 4772 (pers) 222-8800 Lewy
PAULA SMITH	Vickers Collection	1005 E Park Ave	1005psmith@gmail.com
KP Bouwens-Saffo	ABG, Anderson Brickler	1705 S. Adams	andersonbricklergallery@gmail
MAX EPSTEIN	Tallahassee Glassworks	685 Industrial Dr.	max.epstein@gmail.com
Dean Minardi	Tallahassee Performing Arts Collective	550 E. Georgia St 03	deanminardi@hotmail.com
Mary Jo Spector	Lemoyne Art	125 N. Gadsden Talla. FL 32301	mjojspectore@gmail.com
RICHARDS FETCHICK	ARPC	2507 Callaway Rd.	RFETCHICK@THEARPC.COM
Sara Marchessault	Word of South	PO Box 861 02	manager@wordofsouthfestival.com <del>manager</del>
Betsy Calhoun	St. John's Episcopal	211 N. Monroe St	betsy@saint-john.org

Chun

Name	Organization	Address	E-Mail/Telephone
Donald Gray Jr.	TUH Art Co. <sup>PU</sup>	1217 Milwaukee Dr. 32301	donald@tu-graphic.com 850.759.7500
Laura Johnson	Southern Shakespeare Co.	119 S Monroe St #300	laura@southernshakes.org
Margaret Franklin	Franklin Academy	1105 Missionwood Ln	FranklinAcademyinc@gmail.com
Danielle McNeil	Smith-Williams Service Center		danirmcneil@gmail.com
Renee Jean Charles	University Technicians		reneecharles@gmail.com
Andrea Humphreys	GFAVE	3081 Shamrock St. 32309	vssgolfe@gmail.com
Adrian T. McCallum	Southside Arts Complex	2525 South Monroe	adrian.mccollum@famu.edu
Thomas Lewis	Big Bend CDE	421 W. Georgia 32301	Nupe1963@aol.com

2-14



# Art, Culture & Heritage Workshop # 1 Sign-In Sheet

Friday, April 6, 2018, 2:00 PM

B.L. Perry Branch Library

Name	Organization	Address	E-Mail/Telephone
Marcus Rhodes	Southside Arts Complex, Inc.	2525 South Monroe St. Tallahassee, FL 32301	southsideartscomplex@gmail.com (850) 443-5835
Elaine Howell	Woman Club Tallahassee	Los Robles	Lainbrin9@tel.com
Chryssy Mood		4298 Park Crossing 32311	chryssymood@gmail.com 850.560.5641
Paul Lippen	FSU FDN.	LEU 4D / SURFB TAL 32306	dipterafoundation@fsu.edu
Patricia Beamon	FAMU Black Archives	445 Gamble St. Tallahassee, FL 32307	patricia.beamon@famu.edu
JAMES HUIS	STATION	2242 BAXHORE DRIVE 32309	archduke8@gmail.com
Terry Galloway	Mickey Faust at RR Square	1402 S. Mendocino Tallahassee, FL 32301	TLGalloway@tel.com
Richard Menasco	Stereoscales	700 N Monroe St	RichardMenasco@gmail.com
Lily Boynton Kaye	Railroad Square Art Park	602 McDonnell Dr. 32310	Lily@railroadsquare.com

Name	Organization	Address	E-Mail/Telephone
Colette Vallee	hemoyne Arts	175 N Eadsden	cvallee@mluggar.com
Scott Carswell	Scott Carswell Presa	1105 E Lpayers St	Scott@MoonEvents.com
Deborah Poilets	Corporation Magnine Teatro de las Artes	1318 circle W.	auger007@aol.com
Melanie Marys	The Artist Series	PO Box 13705 Tall 32317	850-445-1610 director @ the artist series. org
Melanie Marys	MadCo (header dance music)	262 N Cherry St Monticello, FL 32344	850-321-0036 melanie.marys@psychos.com

# Art, Culture & Heritage Workshop # 2 Sign-In Sheet

Thursday, May 3, 2018, 6:00 PM

Leroy Collins Library, Program Room B, 1st Floor

Name	Organization	Address	E-Mail/Telephone
Theresa Barne	Riley Museum	419 E. Jefferson Tallahassee, FL 32301	850.766-4266 abarnes2619@gmail.com
Adam Kaye	Railroad Square	602 McDannell Dr 32310	adam@railroadsquare.com
Patti Wallace	Tallahassee Senior Center	1400 N Monroe	patti.wallace@talgo.com
Laurie Koburger	" "	" "	lauriekoburger@talgo.com
Aisha Ivey	Tallahassee Youth Orchestra	POB 21104 32316	tyodirector@gmail.com
Scott Beu	Cat Family Records	3212 W. Tennessee St 32304	catfamilyrecords@gmail.com
Ashka Bird	SOP exp.	3212 W. Tennessee St 32304	sopexp@ps.com
Marsha Orr	—	P.O. Box 221 Tallahassee 32302	morcart@gmail.com
Richard Menasco	Stared Subes	700 N Monroe St 32303	RichardMenasco@gmail.com
Angelina Wai	(ACT) Asian Coalition of Tallahassee	2019 SKYLAND JR. TALLAHASSEE, FL 32303	Arguletong@aol.com
ARON MYERS	Riley House & Museum	428 W CAROLINA ST 32301	MAIL@ARONMYERS.COM



**Art, Culture & Heritage Workshop # 2 Sign-In Sheet**  
**Thursday, May 3, 2018, 6:00 PM**  
**Leroy Collins Library, Program Room B, 1st Floor**

Name	Organization	Address	Telephone/E-Mail
Collette Vallee	LeMayne	125 N. Gadsden	850-222-9800 vallee@mlldugan.com
Cathy Rodgers	FL. Jazz and Blues	2623 Centennial Blvd.	204 3321-917-8710 32308
Jon D. Brown	FL. Jazz And Blues	"	850-694-1405 info@f15422andblues.org
Max Epstein	Tallahassee Glanville	1001 San Luis Rd	727-422-3389 max.epstein@gmail.com
Thomas Lewis	Big Bend Community Development Corp	421 W. GA 832301	228-9756 nupe1963@aol.com
FARHOOD BASICI	TANIE + TOMMY MARKS FOUNDATION	215 E. VIRGINIA ST.	FB@JJS.MF.Org
Marcus Rhodes	Southside Arts Complex	P.O. Box 11071, Tallahassee, FL 32302	mjr70@aol.com Southsideartscomplex@gmail.com



**Agenda Item Details**

Meeting	May 24, 2018 - CRA Board Meeting
Category	7. Both Districts Policy Formation and Direction
Subject	7.01 Approval of Interlocal Agreements Expanding Greater Frenchtown/Southside District (GFS District) and Restructuring the City of Tallahassee Community Redevelopment Agency (CRA) -- Roxanne Manning, Tallahassee Community Redevelopment Agency
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Budgeted	No
Budget Source	Tax Increment Financing (TIF) parity in CRA GFS District beginning in fiscal year 2019 and extension of term for GFS District to 2038. County financial withdrawal from Downtown District in fiscal year 2024 with continued County funding for Cascades, 4Forty North and Washington Square developments through June 30, 2034.
Recommended Action	Option 1: Approve interlocal agreement providing for expansion of the GFS District (1st Amendment to the Interlocal Agreement regarding the GFS District), and Option 2: Approve interlocal agreement providing for restructuring of the CRA (4th Amendment to the Interlocal Agreement regarding the CRA)

**Public Content**

For more information, please contact: Sherri Curtis, Tallahassee CRA, (850) 891-8354

***Statement of Issue***

This item seeks approval of two interlocal agreements concerning the CRA which provide for the following:

1. Expansion of CRA GFS District as approved by the CRA Board on March 22, 2018, the Leon County Board of County Commissioners (County) on May 8, 2018 and the City of Tallahassee Commission (City) on May 9, 2018. The expansion area is shown on map attached as Exhibit A to Attachment 1,
2. Extension of term of the GFS District from 2030 to 2038,
3. Elected officials comprising the City Commission will constitute the entirety of the CRA Board upon execution of interlocal agreements,
4. County will cease tax increment funding of CRA Downtown District in fiscal year 2024 while continuing to fund Cascades (Firestone/Bloxham site), 4Forty North (Envision Credit Union site), and Washington Square developments through June 30, 2034, and
5. Millage parity in the City and County tax increment contributions to the GFS District beginning in fiscal year 2019.

The terms are set out in two separate agreements. The expansion of the GFS District is set out in the agreement at Attachment 1 (1st Amendment to the Interlocal Agreement regarding the GFS District), the remaining terms are set out in the agreement at

Attachment 2 (4th Amendment to the Interlocal Agreement regarding the CRA).

The changes to the two interlocal agreements as addressed in this agenda item were approved by the County on May 8, 2018 and by the City on May 9, 2018.

### ***Recommended Action***

Option 1: Approve interlocal agreement providing for expansion of the GFS District (1st Amendment to the Interlocal Agreement regarding the GFS District), and

Option 2: Approve interlocal agreement providing for restructuring of the CRA (4th Amendment to the Interlocal Agreement regarding the CRA)

### ***Fiscal Impact***

TIF parity in CRA Greater Frenchtown/Southside District beginning in fiscal year 2019 and extension of term for GFS District to 2038. The extension of the term is anticipated to provide an additional \$29 million for the GFS District. County financial withdrawal from CRA Downtown District in fiscal year 2024 with continued County funding for Cascades, 4Forty North and Washington Square developments through June 30, 2034.

## **Supplemental Material/Issue Analysis**

### ***History/Facts & Issues***

#### **Expansion of the CRA GFS District**

On March 22, 2018, the CRA Board accepted the findings for all three study areas and approved the expansion of the GFS District to include the South City, Orange Avenue and the Springhill Road areas. The expansion area is shown on the map attached as Exhibit A to Attachment 1.

Under the existing CRA interlocal agreement (initial agreement dated June 23, 2004, and last amended (3rd) December 11, 2014), the County, City and CRA Boards must approve any expansion to the existing GFS and Downtown Districts. The County accepted the findings of the three study areas, approved the interlocal agreement providing for expansion of the GFS District and the interlocal agreement providing for the restructuring of the CRA on May 8, 2018. The City approved the interlocal agreement providing for expansion of the GFS District and the interlocal agreement providing for the restructuring of the CRA on May 9, 2018. The City is scheduled to adopt the Finding of Necessity (finding statutory conditions of "blight") for the GFS District expansion area on May 23, 2018.

#### **Restructure of the CRA Downtown District**

In 2017, the City and County began discussions concerning the County's withdrawal from the Downtown District. The discussions began following the County's June 20, 2017 budget workshop in anticipation of financial impacts from the potential increase in the homestead property exemption (subject to voter approval) which would occur in 2020.

The County's withdrawal from the Downtown District was addressed by the CRA Board on September 25 and November 9, 2017, and by the City Commission on October 25, 2017 and February 28, 2018.

The proposal is for the County to continue contribution of increment revenue (currently based on 4.3 mills) through fiscal year 2023. The County's contributions through fiscal year 2023 will allow the CRA to satisfy existing obligations (Gateway & Doubletree). While the County's TIF obligations will cease in the Downtown District, the County will continue to fund the three 2017 downtown developments (Cascades (Firestone/Bloxham), 4Forty North (Envision Credit Union site), and Washington Square) under the terms as previously approved by the CRA Board. The purchase of public parking in the Cascades development (approved by the CRA Board September 25, 2017 and further discussed January 25, 2018) will be paid as follows: (a) 50% of purchase price in fiscal year 2019 (approximately \$3,462,880) paid from CRA uncommitted funds and short-term CRA debt and (b) the remaining 50% of purchase price paid through parking revenue generated by parking facility and CRA

long-term debt.

A more detailed financial analysis of the County's withdrawal from the Downtown District is provided in the February 28, 2018 City Commission agenda item (13.04).

#### CRA Greater Frenchtown/Southside District

As noted above, the CRA Board has approved the expansion of the GFS District to include additional neighborhoods along Orange Avenue east of Meridian Street, the Bond neighborhood west of Pasco Street and the Springhill Road area south of Kissimmee Street. The County approved the expansion on May 8, 2018 and the City approved the expansion on May 9, 2018.

When the GFS District was established, state law provided for unequal tax increment contributions, with tax increment payments based on each local governments' adopted millage rate for the tax year. The County currently contributes 8.3 mills for most of the properties in the GFS District, while the City contributes 4.1 mills. The County has long sought parity in tax increment contributions, with recent emphasis given the anticipated increase in the homestead exemption.

The proposal is to equalize the millage rate contributions throughout the entirety of the GFS District starting in FY 2019, approve the district expansion, and extend the term of the GFS District from June 2030 to June 2038.

Despite the reduction in tax increment payments from the County, the extended life of the GFS District and the boundary expansion will provide the CRA with added financial flexibility and long-term opportunities to better address the needs of the district. A more detailed financial analysis of the tax increment parity and extended life of the district is provided in the February 28, 2018, City Commission agenda item (13.04).

Following the anticipated adoption of the Finding of Necessity for the GFS expansion area by the City on May 23, 2018, and approval of the two interlocal agreement amendments by the County (May 8, 2018) and the City (May 9, 2018), the CRA Board must approve the two interlocal agreements providing for (1) the expansion of the GFS District and (2) providing for restructuring of the CRA to complete the terms of the interlocal agreements regarding district expansion and changes in the DT District operations.

#### ***Department(s) Review***

City Attorney's Office and Financial Management

#### ***Options***

1. Approve interlocal agreement providing for expansion of the GFS District (1st Amendment to the Interlocal Agreement regarding the GFS District).
2. Approve interlocal agreement providing for restructuring of the CRA (4th Amendment to the Interlocal Agreement regarding the CRA).
3. Do not approve interlocal agreement providing for expansion of the GFS District (1st Amendment to the Interlocal Agreement regarding the GFS District), and provide direction to staff.
4. Do not approve interlocal agreement providing for restructuring of the CRA (4th Amendment to the Interlocal Agreement regarding the CRA), and provide direction to staff.

#### ***Attachments/References***

1. Interlocal agreement providing for expansion of the Greater Frenchtown/Southside CRA District (1st Amendment to the Interlocal Agreement regarding the Greater Frenchtown/Southside District).
2. Interlocal agreement providing for restructuring of CRA (4th Amendment to the Interlocal Agreement regarding the CRA).

[Attachment 1.pdf \(720 KB\)](#)

[Attachment 2.pdf \(171 KB\)](#)

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:

APPROVED AS TO FORM:

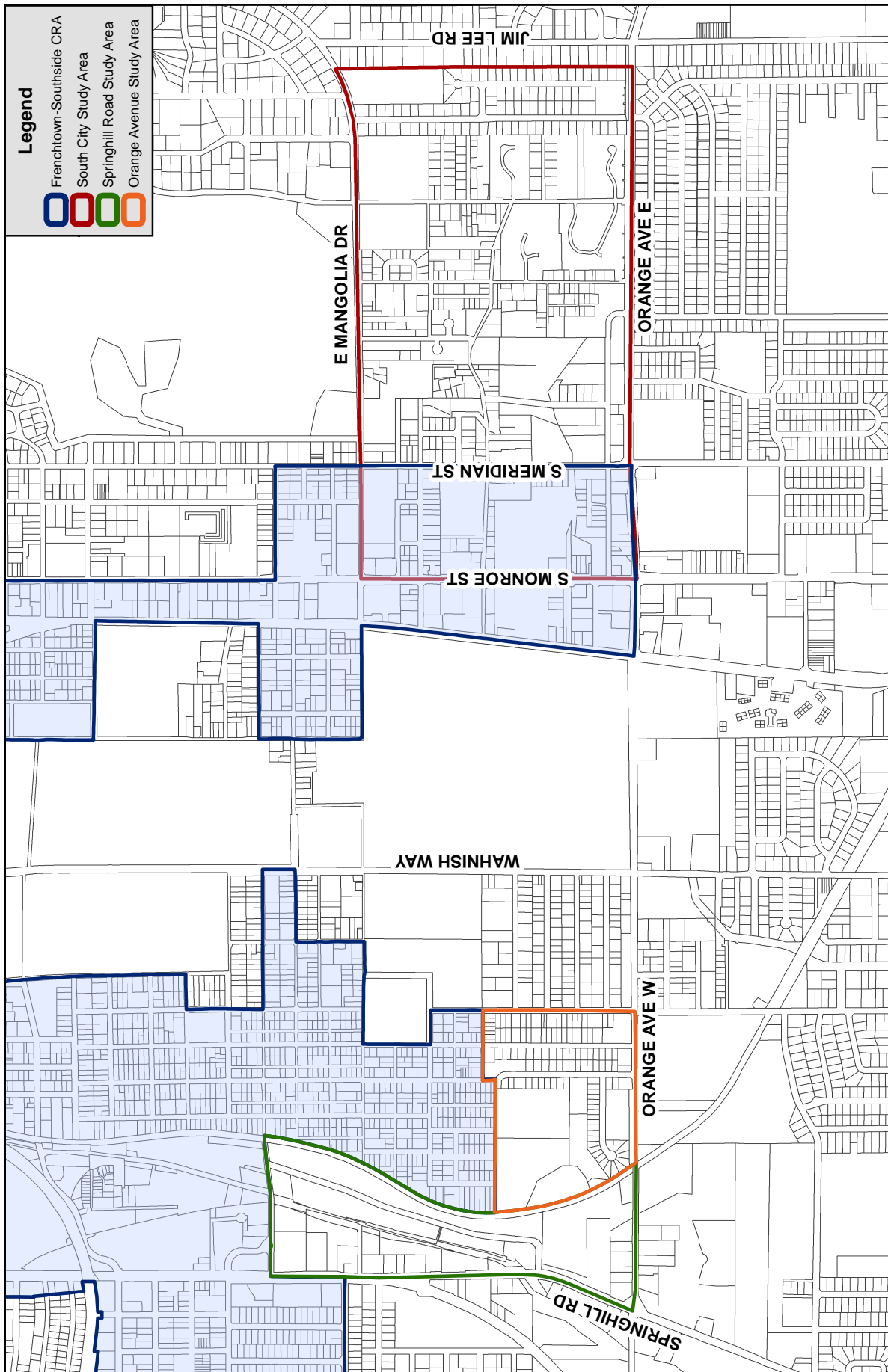
BY: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer/Clerk

BY: \_\_\_\_\_  
Cassandra K. Jackson, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

# EXHIBIT A

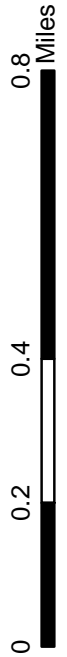


This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. It is not intended to be used as a legal document or survey instrument. Any reliance on the information contained herein is at the user's risk. Tallahassee assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

Map Produced: August 25, 2017



SERVICE OF  
**ECONOMIC  
VITALITY**



**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:  
 $\text{Assessed Value of Property} \times \text{Rate} \times 90\% = \text{County Funding}$ .
- (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:  
 $(\text{Assessed Value of Property} - \text{Baseline Taxable Value}) \times \text{Rate} = \text{County Funding}$ .
- (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:  $(\text{Assessed Value of Property} - \text{Baseline Taxable Value}) \times \text{Rate} = \text{County Funding}$ .
  - (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: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST:

Approved as to Form:

BY: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer/Clerk

BY: \_\_\_\_\_  
Cassandra K. Jackson, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_