BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

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

Tuesday, April 12, 2016
3:00 P.M.

COUNTY COMMISSIONERS

Bill Proctor, Chairman
District 1

Jane Sauls
District 2

John Dailey, Vice Chair
District 3

Bryan Desloge
District 4

Kristin Dozier
District 5

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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

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

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, April 12, 2016, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Reverend Stanley Walker, Pastor of Tabernacle Missionary Baptist Church

Pledge of Allegiance by Chairman Bill Proctor

AWARDS AND PRESENTATIONS

- Proclamation Honoring the 25th Anniversary of Mothers in Crisis
  (Chairman Bill Proctor)

- Presentation of the Healthiest Weight Community Champion Award
  (Claudia Blackburn, Department of Health in Leon County)

- Presentation by the Commission on the Status or Women and Girls on Their Strategic Planning Efforts
  (Sha'Ron James, Chair of the Commission on the Status of Women and Girls)

CONSENT

1. Approval of Minutes: February 9, 2016 Infant Mortality Workshop
   (Clerk of the Court/Finance/Board Secretary)

2. Ratification of Appointments to the Human Services Grant Review Committee and Science Advisory Committee
   (County Administrator/County Administration)

3. Request to Schedule the First and Only Public Hearing to Consider the Proposed Ordinance Amending Chapter 9 by Enacting a New Article VI of the Leon County Code of Laws Entitled "Human Trafficking" for May 10, 2016 at 6:00 p.m.
   (County Attorney)

4. Approval of Second Addendum to Tri-Party Infrastructure and Conveyance Agreement, and Approval of Agreement for SunPass and Toll-by-Plate Toll Enforcement for the Orchard Pond Parkway Toll Road
   (County Administrator/County Attorney/Public Works)

5. Approval of Payment of Bills and Vouchers Submitted for April 12, 2016, and Pre-Approval of Payment of Bills and Vouchers for the Period of April 13 through April 25, 2016
   (County Administrator/Financial Stewardship/Management & Budget)

6. Approval of Award for Broker Services for County's Insurance
   (County Administrator/Financial Stewardship/Risk Management)

7. Approval of the STAGE First Amended and Restated Interlocal Agreement with the City of Tallahassee for the Capital City Amphitheater Concert Series
   (County Administrator/County Administration/Tourism Development)

8. Acceptance of the Report on the Establishment of an Arts, Cultural and Heritage Advisory Committee Under the Tourist Development Council
   (County Administrator/County Administration/Tourism Development)

9. Authorization to Amend the Annual Contract with the State of Florida Department of Health to allow the Remaining $118,673 in FY 2016 Funding for the Health Department Contract to Purchase Vehicles for the Health Department
   (County Administrator/Human Services & Community Partnerships)

10. Approval to Continue Cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Events
    (County Administrator/Community & Media Relations)

11. Acceptance of a Conservation Easement from Kenwood Place, Ltd., for the Kenwood Place Senior Living Facility
    (County Administrator/Development Support & Environmental Management/Environmental Services)

12. Approval of a Request to Rename "Norman Drive" and "Blountstown Street Service Road" to "Norman Park Drive"
    (County Administrator/Development Support & Environmental Management/Development Services)

13. Request to Schedule the First and Only Public Hearing to Consider a Proposed Ordinance Amending the Review Process for Accessory Dwelling Units for May 10, 2016 at 6:00 p.m.
    (County Administrator/Development Support & Environmental Management/Development Services)

14. Approval of City of Tallahassee 2035 Water Master Plan Update
    (County Administrator/Public Works/Engineering)

15. Approval of a License Agreement with RCL Management, LLC for Right of Way Use for Placement of a Private Convex Mirror on Old St. Augustine Road
    (County Administrator/Public Works/Engineering)

16. Authorization to Amend the Existing Agreement for Processing of Single-stream Recycling Services with Marpan Recycling
    (County Administrator/Resource Stewardship/Solid Waste)

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

17. Acceptance of the Semi Annual FY 2015/16 Commissioner Discussion Items Status Report
    (County Administrator/County Administration)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

GENERAL BUSINESS

18. Consideration of a Funding Request by Bethel Empowerment Foundation to Support the Ready4Work-Tallahassee Re-Entry Program
(County Administrator/County Administration)

19. Consideration of Full Board Reappointments to the Tallahassee Sports Council and Appointment to Council on Culture & Arts
(County Administrator/County Administration)

20. Request to Schedule a Joint Workshop with the City Commission on Affordable Housing Issues on May 26, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers
(County Administrator/Human Services & Community Partnerships/Housing Services)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

21. Joint City/County Transmittal Public Hearing on Cycle 2016 Comprehensive Plan Amendments and Discussion on the Land Use Element Report
(County Administrator/PLACE/Planning)

22. First and Only Public Hearing to Adopt an Ordinance to Regulate Outdoor Dog Friendly Dining Areas
(County Administrator/Development Support & Environmental Management/Development Services)

23. First and Only Public Hearing to Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process
(County Administrator/Development Support & Environmental Management/Public Works)

24. First of Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards
(County Administrator/Development Support & Environmental Management/Development Services)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development Meeting Minutes for December 10, 2015.
- Community Redevelopment Agency FY 2015 Annual Report, October 1, 2014 to September 30, 2015.

ADJOURN

The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, April 26, 2016 at 3:00 p.m.

All lobbyists appearing before the Board must pay a $25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at www.leoncountyfl.gov

2016

JANUARY

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PUBLIC NOTICE

2016 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 5th Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

Month	Day	Time	Meeting Type
January 2016	**Friday 1**	**Offices Closed**	**NEW YEAR'S DAY**
	Tuesday 12	**No Meeting**	**BOARD RECESS**
	Wednesday 13 – Friday 15	*FAC New & Advanced County Comm. Workshop*	*Seminar 2 of 3 Gainesville; Alachua County*
	Monday 18	**Offices Closed**	**MARTIN LUTHER KING, JR. DAY**
	Tuesday 26	3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
February 2016	Tuesday 2	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
	Wednesday 3	*Legislative Day*	*FSU Turnbull Center; Tallahassee*
	Monday 8	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 9	3:00 p.m.	Regular Meeting
		1:00 – 3:00 p.m.	Workshop on Infant Mortality
	Tuesday 16	**No Meeting**	**NO MEETING**
	Saturday 20 – Wednesday 24	*NACo Legislative Conference*	*Washington, D.C.*
	Thursday 25	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Monday 29	3:00 – 5:00 p.m.	Intergovernmental Meeting City Commission Chambers
March 2016	Tuesday 8	1:30 p.m.	Joint City/County Workshop on Cycle 2016 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Public Hearing on a Proposed Ordinance to Amend the On-site Sewage Disposal Systems Provisions
		6:00 p.m.	Public Hearing for the Transfer of Six Small Franchise Areas from Rowe Utilities to Seminole Waterworks, Inc.
	Monday 21	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 22	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers

Month	**Day**	**Time**	**Meeting Type**
		No Meeting	**NO MEETING**
	~~Thursday 24~~	~~9:30 – 11:00 a.m.~~	~~CRA Meeting; City Commission Chambers~~
April 2016	*Thursday 7 –* Friday 8	*FAC Advanced County Commissioner Workshop*	*Seminar 3 of 3:* Gainesville; Alachua County
	Tuesday 12	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards
		6:00 p.m.	First & Only Public Hearing to Adopt an Ordinance to Regulate Outdoor Dog Friendly Dining Areas
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2016 -1 Comprehensive Plan Amendments
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process
	Monday 18	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 26	9:00 a.m. – 3:00 p.m.	Budget Policy Workshop
		3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
May 2016	Tuesday 10	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Section 13-58 of the Leon County Code of Laws
		6:00 p.m.	First Public Hearing to Consider a Proposed Ordinance to Allow Outdoor Shooting Ranges in the Rural Zoning District
		6:00 p.m.	**First & Only Public Hearing to Consider the Proposed Ordinance Amending Chapter 9 by Enacting a New Article VI of the Leon County Code of Laws Entitled "Human Trafficking"**
		6:00 p.m.	**First and Only Public Hearing to Consider a Proposed Ordinance Amending the Review Process for Accessory Dwelling Units**

Month	**Day**	**Time**	**Meeting Type**
	Monday 16	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2016-1 Comprehensive Plan Amendments
	Thursday 26	~~9:30 – 11:00 a.m.~~	~~CRA Meeting; City Commission Chambers~~
		9:30 – 11:30 a.m.	**Joint Workshop with the City Commission on Affordable Housing Issues**
	Monday 30	**Offices Closed**	**MEMORIAL DAY**
June 2016	Tuesday 14	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing to Consider a Proposed Ordinance to Allow Outdoor Shooting Ranges in the Rural Zoning District
	Monday 20	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Meeting; City Commission Chambers
	Thursday 23	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	**No Meeting**	**NO MEETING**
	Tuesday 28 - Friday, July 1	*FAC Annual Conference & Educational Exposition*	*Orlando, Orange County*
July 2016	**Monday 4**	**Offices Closed**	**JULY 4TH HOLIDAY OBSERVED**
	Tuesday 12	9:00 a.m. – 3:00 p.m.	Budget Workshop *(if necessary)*
		3:00 p.m.	Regular Meeting
	Thursday 14	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Friday 22 – Tuesday 26	*NACo Annual Conference*	*Los Angeles County, Long Beach, California*
	Tuesday 26	**No Meeting**	**BOARD RECESS**
August 2016	*Wednesday 3 – Saturday 6*	*National Urban League Annual Conference*	*Baltimore, Maryland*
	Tuesday 9	**No Meeting**	**BOARD RECESS**
	Friday 19 - Sunday 21	*Chamber of Commerce Annual Conference*	*Amelia Island/Fernandina Beach*
	Tuesday 23	**No Meeting**	**BOARD RECESS**
September 2016	Thursday 1	9:30 – 11:00 a.m.	Community Redevelopment Agency Special

Month	**Day**	**Time**	**Meeting Type**
			Meeting; City Commission Chambers
	Monday 5	**Offices Closed**	**LABOR DAY HOLIDAY**
	Monday 12	5:00 – 8:00 p.m.	Intergovernmental Meeting/Public Hearing City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2017*
	Wednesday 14-Friday 16	*FAC Policy Committee Conference and County Commissioner Workshops*	*Hutchinson Island* *Martin County*
	Monday 19	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2017*
	Wednesday 21-Saturday 24	*Congressional Black Caucus Annual Legislative Conference*	*Washington, D.C.*
	Sunday 25-Wednesday 28	*ICMA Annual Conference*	*Jackson County* *Kansas City, Missouri*
	Thursday 29	4:00 p.m.	Community Redevelopment Agency Meeting
		6:00 p.m.	Community Redevelopment Agency Public Hearing City Commission Chambers
**** These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.***			
October 2016	*TBD*	*FAC Advanced County Commissioner Program*	*Part 1 of 3* *Gainesville; Alachua County*
	Monday 17	9:00 a.m. - 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; TBD
	Tuesday 18	3:00 p.m.	Regular Meeting
	Tuesday 25	3:00 p.m.	Regular Meeting
	~~Thursday 27~~	~~9:30 – 11:00 a.m.~~	~~Community Redevelopment Agency Meeting~~ ~~City Commission Chambers~~
November 2016	**Friday 11**	**Offices Closed**	**VETERAN'S DAY OBSERVED**
	Monday 14	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 21	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers

Month	**Day**	**Time**	**Meeting Type**
	Tuesday 22	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 24	**Offices Closed**	**THANKSGIVING DAY**
	Friday 25	**Offices Closed**	**FRIDAY AFTER THANKSGIVING DAY**
	Wednesday30 – Friday, Dec. 2	*FAC Legislative Conference*	*Buena Vista Orange County*
December 2016	~~Thursday 8~~	~~9:30 – 11:00 a.m.~~	~~Community Redevelopment Agency City Commission Chambers~~
	Monday 12	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 26	**Offices Closed**	**CHRISTMAS DAY OBSERVED**
	Tuesday 27	**No Meeting**	**BOARD RECESS**
January 2017	**Monday 2**	**Offices Closed**	**NEW YEAR'S DAY OBSERVED**
	Tuesday 10	**No Meeting**	**Board Recess**
	Tuesday 24	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities
2016 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Adjustment and Appeals
Board of County Commissioners (1 appointments)
A member to serve as City/County alternating member

Affordable Housing Advisory Committee
Board of County Commissioners (2 appointments)
A member who represents employers within the jurisdiction.
A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

Development Support & Environmental Management Citizen's User Group
Board of County Commissioners (1 appointment)
A member who represents a business association or organization

Contractors Licensing and Examination Board
Commissioner - District II: Sauls, Jane (1 appointment)

EXPIRATIONS

APRIL 30, 2016

Tallahassee Sports Council
Board of County Commissioners (2 appointments)

JUNE 30, 2016

Adjustment and Appeals Board
Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)

Architectural Review Board
Board of County Commissioners (1 appointment)
A member who is an owner of property designated historic preservation

Canopy Roads Citizens Committee
Tallahassee City Commission (2 appointments)

CareerSource Capital Region
Board of County Commissioners (1 appointment)

Planning Commission
Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)

JULY 31, 2016

Big Bend Health Council
Board of County Commissioners (4 appointments)

Council on Culture and Arts
Board of County Commissioners (1 appointment)

Development Support and Environmental Management Citizens User Group
Commissioner – At-Large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner – District IV: Desloge, Bryan (1 appointment)

Educational Facilities Authority
Board of County Commissioners (1 appointment)

Investment Oversight Committee
Board of County Commissioners (2 appointments)

SEPTEMBER 30, 2016

Affordable Housing Advisory Committee
Board of County Commissioners (11 appointments)
A member who is actively engaged in the residential home building industry in connection with affordable housing.
A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
A member who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
A member who is actively engaged as an advocate for low-income persons in connection with affordable housing.
A member who is actively engaged as a for-profit provider of affordable housing.
A member who is actively engaged as a not-for-profit provider of affordable housing.
A member who is actively engaged as a real estate professional in connection with affordable housing.
A member who actively serves on the local planning agency pursuant to s. 163.3174.
A member who resides within the jurisdiction of the local governing body making the appointments.
A member who represents employers within the jurisdiction.
A member who represents essential services personnel, as defined in the local housing assistance plan.

Community Development Block Grant Citizens Task Force
Board of County Commissioners (1 appointment)
A member who is a low-income resident in unincorporated Leon County

Housing Finance Authority (and CDBG Citizens Task Force)
Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)
Commissioner – District IV: Desloge, Bryan (1 appointment)
Commissioner – District V: Dozier, Kristin (1 appointment)

Joint City/County/School Board Coordinating Committee
Board of County Commissioners (1 appointment)

Leon County Research and Development Authority at Innovation Park
Board of County Commissioners (3 appointments)

Tallahassee-Leon County Commission on the Status of Women and Girls
Board of County Commissioners (4 appointments)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner – District V: Dozier, Kristin (1 appointment)
Tallahassee City Commission (3 appointments)

OCTOBER 31, 2016

Audit Advisory Committee
Board of County Commissioners (2 appointments)

Canopy Roads Citizens Committee
Board of County Commissioners (2 appointments)

Tourist Development Council
Board of County Commissioners (1 appointment)

DECEMBER 31, 2016

Human Services Grants Review Committee
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District II: Sauls, Jane G. (1 appointment)
Commissioner - District III: Dailey, John (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

Library Advisory Board
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District I: Proctor, Bill (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

Leon County
Board of County Commissioners

Notes for Agenda Item #1

Leon County
Board of County Commissioners

Cover Sheet for Agenda #1

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Minutes: February 9, 2016 Infant Mortality Workshop

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Betsy Coxen, Finance Director, Clerk of the Court & Comptroller
Lead Staff/ Project Team:	Rebecca Vause, Board Secretary

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the February 9, 2016 Infant Mortality Workshop (Attachment #1)

Attachment:

1. February 9, 2016 Infant Mortality Workshop Minutes

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Infant Mortality Issues
February 9, 2016

The Leon County Board of County Commissioners met for a Workshop to discuss Infant Mortality Issues on Tuesday, February 9, 2016.

Present were Chairman Bill Proctor, Vice Chairman John Dailey and Commissioners Kristin Dozier, Mary Ann Lindley, Bryan Desloge and Nick Maddox. Commissioner Jane Sauls was absent. Also present were County Administrator Vincent Long, County Attorney Herb Thiel, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

Facilitator(s): Ken Morris, Assistant County Administrator
Eryn Calabro, Director, Office of Human Services and Community Partnerships
Kristy Goldwire, Executive Director, Capital Area Healthy Start
Dr. Mimi Graham, FSU Center for Prevention and Early Intervention Policy;
Claudia Blackburn, Administrator, Florida Department of Health in Leon County
Dr. Joedrecka Brown, MD, Associate Professor, Department of Family Medicine and Rural Health, FSU College of Medicine

Chairman Proctor called the workshop to order at 1:07 p.m.

Chairman Proctor conveyed that infant mortality has been an area of concern for some time and looked forward to hearing from experts on the progress made, challenges that remain and the strategies going forward to help address this very important issue.

County Administrator Long introduced Mr. Morris to facilitate the workshop presentation.

Mr. Morris recalled that the Board had at its November meeting requested staff schedule a workshop to 1) provide local, state and national data on infant mortality rates; 2) identify ongoing local efforts in place to combat infant mortality, and 3) identify opportunities that may exist for the County to support some of these programs. Mr. Morris conveyed that "infant mortality" is defined as the death of a baby before its first birthday and "infant mortality rate" is an estimate of the number of infant deaths (before their first birthday) for every 1,000 births. This rate is used to determine the overall health and well-being of a community. He added that education is a big part of combating the infant mortality issue. Mr. Morris then introduced the workshop panel of experts and individual presentations were shared.

- Ms. Calabro provided a summary of the current status of infant mortality in Leon County.
- Dr. Brown discussed material and child health equity – addressing the disparity in black infant mortality in Leon and surrounding counties.
- Ms. Blackburn reviewed ongoing activities being administered by the Health Department to help reduce the racial disparity in infant mortality.
- Ms. Goldwire discussed the role of the Healthy Start Coalition in helping reduce the number of infant mortalities and highlighted specific programs designed to assist in this effort.
- Dr. Graham spoke on the FSU's Center for Prevention and Early Intervention Policy (Center) focus on vulnerable infants and toddlers who can be positively affected through nurturing relationships, strong material and child health, and quality early childhood care and education.

Commissioner Discussion:

Commissioner Lindley commented on the need for improving the manner in which the public is educated on the resources available in the community. Ms. Goldwire responded that visiting and educating the families directly is crucial and recommended consistent funding for the pre-conception health and education program; which she relayed has proven to be successful. Dr. Brown added that the focus cannot be solely on education, but an investment was needed in helping provide healthier living environments. Dr. Brown also suggested that the County, when developing its policies, consider its impact on health and infant mortality.

Commissioner Desloge discussed with the panel best practices that are being utilized throughout the country that might be replicated in the County.

Commissioner Dozier brought up a number of issues for discussion. She referenced how the Continuum of Care (CoC) Board utilizes the Homeless Management Information System (HMIS) and inquired if this information was available to Ms. Goldwire. Ms. Goldwire expressed an interest in being able to access the data and Commissioner Dozier indicated that she would bring this up at the next CoC meeting. Commissioner Dozier also commended the recent partnership between Neighborhood Medical Center (NMC) and Leon County Schools, with the opening of a community health clinic on the campus at Rickards High School and suggested that there might be other county schools (that have the capacity) and could house other support programs. She spoke of the importance of the data captured from the newly implemented CHSP on-line application and wondered if what was learned today, in conjunction with what the County is already doing, could be utilized to help effectuate future policies considered by the County. Commissioner Dozier suggested that the Board consider asking the Commission on the Status of Women and Girls to assume the infant mortality issue as one of their initiatives, i.e., look at the data and advise the County on where there may be voids or gaps as it relates to County policies. Commissioner Dozier also requested an update on the County's Family Leave Policy and indicated that an e-mail sharing the information would suffice.

Commissioner Maddox voiced his support for a systematic approach and the establishment of goals directly related to the reduction in infant mortality rates. Dr. Brown agreed and suggested the development of a plan which included not only benchmarks, but focused on one specific goal directly related to the reduction of infant mortality rates.

Commissioner Maddox expressed hesitancy in asking the Commission on the Status of Women and Girls to assume the infant mortality issue, as he opined that this is a problem deserving of more focus by either the establishment of another commission or committee that is specifically created to address infant mortality. Commissioner Dozier relayed that she has had discussions with the Commission and there was an interest on their part to engage this issue.

Chairman Proctor invited Dr. Ballard-Ferguson, FAMU Allied Health and Dr. Ed Hollifield to address the Board. Dr. Ballard-Ferguson advocated for funding for the pre-conception program and Dr. Hollifield expressed concerns about cuts in health services.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the staff report and findings presented herein on infant mortality issues along with the Recommendation 1-3, as amended:

R1: Leon County government should actively participate in the upcoming community events relating to infant mortality in order to bring additional attention to the issue in an effort to further reach more health professionals, engage Southside families, and improve the health outcomes of women and children.

R2: County staff should continue to coordination with DOH-Leon regarding the special funding anticipated to reduce infant mortality and report back to the Board on plans to utilize said funding as a budget discussion item. The item should include any short and long-term goals established by DOH-Leon regarding infant mortality.

R3: Support increasing the County's CHSP funding level for non-profit service agencies by $200,000 for FY 2017 totaling $1.2 million (on the Board's February 9, 2016 regular agenda).

Chairman Proctor on behalf of the Board expressed appreciation to the panel for their input into this very important topic.

The motion carried 6-0 (Commissioner Sauls absent).

Adjourn:
There being no further business to come before the Board, the workshop was adjourned at 2:54 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bill Proctor, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
Leon County, Florida

Leon County
Board of County Commissioners

Notes for Agenda Item #2

Leon County
Board of County Commissioners
Cover Sheet for Agenda #2
April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Appointments to the Human Services Grant Review Committee and Science Advisory Committee

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Assistant to the County Administrator
Lead Staff/ Project Team:	Stephanie Holloway, Sr. Executive Assistant

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Ratify Commissioner Proctor's appointment of Kenya Johnson Washington to the Human Services Grant Review Committee for an initial term of two years.

Option #2: Ratify Commissioners' reappointments to the Science Advisory Committee as follows:

a. Commissioner Dailey reappoints Charles (Skip) Cook for a term of two years.
b. Commissioner Desloge reappoints Vincent Salters for a term of two years.
c. Commissioner Maddox reappoints Thomas Lewis for a term of two years.

Report and Discussion

Background:

At its August 23, 2011 meeting, the Board approved the revised process for individual Commissioner appointments to Authorities, Boards, Committees, and Councils by having a Consent item prepared.

Analysis:

Human Services Grant Review Committee

Purpose: This Committee evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board.

Composition: Members serve two-year terms, expiring December 31, with each Commissioner having two staggered appointments.

Vacancies: The term of Ms. Cynthia Gardner (Commissioner Proctor's appointment) expired December 31, 2015. Ms. Gardner who has served three consecutive terms is not eligible for re-appointment. Commissioner Proctor would like to appoint Kenya Washington-Johnson who has applied for the vacancy. *(Washington-Johnson Application – Attachment 1)*

Science Advisory Committee (SAC)

Purpose: The SAC evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues.

Composition: The SAC consists of nine members, with each Commissioner having one appointment, and two appointments made by the City. Members serve two-year terms, expiring on March 31.

Vacancies: The following three appointments are expiring March 31, 2016:

- Commissioner Dailey reappoints Charles (Skip) Cook for a term of two years.
- Commissioner Desloge reappoints Vincent Salters for a term of two years.
- Commissioner Maddox reappoints Thomas Lewis for a term of two years.

Options:

1. Ratify Commissioner Proctor's appointment of Kenya Johnson Washington to the Human Services Grant Review Committee for term of two years.
2. Ratify Commissioners' reappointments to the Science Advisory Committee as follows:
    a. Commissioner Dailey reappoints Charles (Skip) Cook for a term of two years.
    b. Commissioner Desloge reappoints Vincent Salters for a term of two years.
    c. Commissioner Maddox reappoints Thomas Lewis for a term of two years.
3. Board direction.

Recommendation:

Options #1 & #2

Attachment:

1. Application – Kenya Washington Johnson

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT
HUMAN SERVICES GRANTS REVIEW COMMITTEE

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Kenya Washington Johns | Date: 3/7/2016 9:32:37PM

Home Phone: (850) 591-3010 | Work Phone: (850)561-2225X | Email: Kenya.washingtonjohnson@famu.e

Occupation: ASSISTANT PROFESSOR OF CRIMINAL JUSTICE | Employer: FAMU

Preferred mailing location: Work Address
Work Address: 1740 S. MARTIN LUTHER KING JR. BLVD
PERRY PAIGE, STE. 403
City/State/Zip: TALLAHASSEE,FL 32307

Home Address 7120 SHADY GROVE WAY

City/State/Zip: TALLAHASSEE,FL 32312

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County? 4 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

If you are appointed to a Committee, you are expected to attend regular meetings.
How many days permonth would you be willing to commit for Committee work? 1
And for how many months would you be willing to commit that amount of time? 2
What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.
Race: African American Sex: Female Age: 41.00
Disabled? No District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

THE RESUME ATTACHED TO THIS APPLICATION DETAILS MY EDUCATION AND EMPLOYMENT HISTORY. I AM CONFIDENT THAT AFTER REVIEWING MY CREDENTIALS YOU WILL CONCLUDE THAT THE DIVERSITY OF MY EXPERIENCES QUALIFIES ME TO ASSIST THE COMMISSION IN ITS PURPOSE TO IMPROVE HUMAN SERVICES BY INFLUENCING THE NATURE OF FUNDER-PROVIDER INTERACTIONS.

SKILLED ORGANIZATION, PROBLEM SOLVING, AND COMMUNICATION WERE NECESSARY TO MY ACHIEVEMENTS AS AN ATTORNEY, PROJECT MANAGER, ENTREPRENEUR, AND EDUCATOR. ADVICE AND COUNSEL ARE INHERENT REQUIREMENTS AND COMPETENCIES OF ADVOCACY, EVENT PLANNING, AND POST-SECONDARY INSTRUCTION. THE KEY CAREER STRENGTHS I OFFER ARE WELL-HONED ORAL AND WRITTEN COMMUNICATION SKILLS; A CULTIVATED ABILITY TO ANTICIPATE PROGRAMATIC NEEDS; AND AN ENDURING PASSION FOR EMPOWERING INDIVIDUALS TO PREPARE FOR AND TO PERPETUATE EXCELLENCE.

References (you must provide at least one personal reference who is not a family member):

Name: GWENDOLYN SINGLETON Telephone: 850-599-3468
Address: FAMU DEPARTMENT OF PSYCHOLOGY, 501 ORR DR., TALLAHASSEE, FL 32307

Name: PHYLLIS GRAY-RAY Telephone: 850-599-3316
Address: FAMU DEPARTMENT OF SOCIOLOGY AND CRIMINAL JUSTICE, 1740 S. MARTIN LUTHER KING, JR. E

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Kenya Washington Johnson

This application was electronically sent: 3/7/2016 9:32:37PM

Leon County
Board of County Commissioners

Notes for Agenda Item #3

Leon County
Board of County Commissioners

Cover Sheet for Agenda #3

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: Request to Schedule the First and Only Public Hearing to Consider the Proposed Ordinance Amending Chapter 9 by Enacting a New Article VI of the Leon County Code of Laws Entitled "Human Trafficking" for May 10, 2016 at 6:00 p.m.

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Herbert W.A. Thiele, County Attorney

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Schedule the first and only public hearing to consider and adopt ordinance amending Chapter 9 by enacting a new Article VI of the Leon County Code of Laws entitled "Human Trafficking" for May 10, 2016 at 6:00 p.m.

Report and Discussion

Background:

At the Board of County Commissioners' meeting of March 8, 2016, Commissioner Desloge requested that the County Attorney's Office draft an ordinance to establish regulations requiring the posting of the human trafficking awareness hotline signs alerting employees and patrons to remedies and protections related to human trafficking (Attachment #1).

The Board voted to direct the County Attorney's Office to schedule a public hearing to consider the proposed enactment of said ordinance.

Analysis:

Human trafficking is a form of modern-day slavery, which involves the exploitation of persons for commercial sex or forced labor and often subjects victims to force, fraud and coercion. A new state law signed by the Governor on June 16, 2015, Florida Statute, 787.29, authorizes counties to enforce posting of human trafficking public awareness signs at adult entertainment and massage/bodywork establishments alerting employees and patrons to remedies and protections related to human trafficking (Attachment 2).

It will serve the public health, safety and welfare of the citizens of Leon County to inform the public as to the existence of human trafficking and the reporting thereof.

Options:

1. Schedule the first and only public hearing to consider and adopt ordinance amending Chapter 9 by enacting a new Article VI of the Leon County Code of Laws entitled "Human Trafficking" for May 10, 2016 at 6:00 p.m.

2. Do not schedule the first and only public hearing to consider and adopt ordinance amending Chapter 9 by enacting a new Article VI of the Leon County Code of Laws entitled "Human Trafficking" for May 10, 2016 at 6:00 p.m.

3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft ordinance amending Chapter 9 by enacting a new Article VI of the Leon County Code of Laws entitled "Human Trafficking."
2. Section 787.29, Florida Statutes.

ORDINANCE NO. 16-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 9 ENTITLED "HUMAN RIGHTS" OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, BY ENACTING A NEW ARTICLE VI ENTITLED "HUMAN TRAFFICKING" PROVIDING FOR THE POSTING OF HUMAN TRAFFICKING PUBLIC AWARENESS SIGNS; PROVIDING FOR DEFINITIONS; PROVIDING FOR GENERAL REQUIREMENTS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, human trafficking is a form of modern-day slavery, which involves the exploitation of persons for commercial sex or forced labor and often subjects victims to force, fraud and coercion; and

WHEREAS, while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude and restaurant, janitorial, sweatshop factory and agricultural work; and

WHEREAS, traffickers use various techniques to instill fear in victims to keep them enslaved such as isolation, threats of imprisonment and deportation, confiscation of passports. visas or other identification documents and threats of violence toward victims or their families; and

WHEREAS, Florida law authorizes counties to enforce posting of human trafficking public awareness signs in certain establishments; and,

WHEREAS, the Board of County Commissioners finds that it will serve the public health, safety and welfare of the citizens of Leon County to inform the public as to the existence of human trafficking and the reporting thereof.

WHEREAS, the Board of County Commissioners desires to enact an ordinance amending Chapter 9 entitled "Human Rights" of the Code of Laws of Leon County, Florida, by enacting a new Article VI entitled "Human Trafficking".

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR LEON COUNTY, FLORIDA, that:

Section 1. The Code of Laws of Leon County, Florida, is hereby amended by adding Chapter 9, Article VI entitled "Human Trafficking" to be numbered 9-70, which section reads as follows:

ARTICLE VI. HUMAN TRAFFICKING

Sec. 9-70. Authority; Applicability; Purpose and Intent.

(a) This article is adopted pursuant to Article VIII, Section 1(g), Florida Constitution, F.S. ch. 125, as amended, and the Leon County Home Rule Charter.

(b) *Applicability*. This article shall apply throughout the county, both within incorporated municipalities and the unincorporated area.

Sec. 9-71. Definitions.

The following words, phrases, or terms when used in this Ordinance unless the content otherwise indicates, have the meanings provided below.

A. *Adult Entertainment Establishment* means adult bookstores and theaters, special cabarets and unlicensed massage establishments regulated pursuant to Chapter 847, Florida Statutes and defined in Section 847.001, Florida Statutes, as may be amended, and strip clubs.

B. *Bodywork Services* means services involving therapeutic touching or manipulation of the body using specialized techniques.

C. *Business or establishment* means any place of business or any club, organization, person, firm, corporation or partnership, wherein massage or bodywork services are provided and such establishment is not owned by a health care profession regulated pursuant to Chapter 456, Florida Statutes, and defined in Section 456.001, Florida Statutes, as may be amended.

D. *Human trafficking* means transporting, soliciting, recruiting, harboring, providing, enticing, maintaining, or obtaining another person for the purpose of exploitation of that person regulated pursuant to Chapter 787, Florida Statutes, and defined in Section 787.06, Florida Statutes, as may be amended.

E. *Massage services* means the manipulation of the soft tissues of the human body with the hand, foot, arm, or elbow, whether or not such manipulation is aided by hydrotherapy, including colonic irrigation, or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation.

Sec. 9-72. General Requirements.

A. The employer at each of the following establishments shall display public awareness signs in a conspicuous location that is clearly visible to the public and employees of the establishment:

(1) A strip club or other adult entertainment establishment.

(2) A business or establishment that offers massage or bodywork services for compensation that is not owned by a health care profession regulated pursuant

to Chapter 456, Florida Statutes, and defined in Section 456.001, Florida Statutes.

B. The required public awareness sign must be at least 8.5 inches by 11 inches in size, must be printed in at least a 16-point type, and must state substantially the following in English, Creole and Spanish:

"If you or someone you know is being forced to engage in an activity and cannot leave-whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity-call the National Human Trafficking Resource Center at 1-888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law." Posted Pursuant to Section 787.29, Florida Statutes and Leon County Code Section (Insert Section#)

Section 2. Enforcement.

It is unlawful to violate any provisions of this Ordinance and any violation hereof shall be deemed a noncriminal violation, punishable by a fine only as provided in Section 775.083, Florida Statutes.

Section 3. Severability.

If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Conflicts.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the

Tallahassee-Leon County 2010 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

Section 5. Effective Date.

This ordinance shall have effect upon becoming law.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

By:_____
Bill Proctor, Chairman
Board of County Commissioners

ATTESTED BY:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

By:_____
Herbert W. A. Thiele, Esq.
County Attorney

Select Year: 2015 Go

The 2015 Florida Statutes

Title XLVI CRIMES	Chapter 787 KIDNAPPING; FALSE IMPRISONMENT; LURING OR ENTICING A CHILD; CUSTODY OFFENSES	View Entire Chapter

787.29 Human trafficking public awareness signs.—

(1) The Department of Transportation shall display a public awareness sign developed under subsection (4) in every rest area, turnpike service plaza, weigh station, primary airport, passenger rail station, and welcome center in the state which is open to the public.

(2) Emergency rooms shall display a public awareness sign developed under subsection (4) in the emergency rooms at general acute care hospitals.

(3) The employer at each of the following establishments shall display a public awareness sign developed under subsection (4) in a conspicuous location that is clearly visible to the public and employees of the establishment:

(a) A strip club or other adult entertainment establishment.

(b) A business or establishment that offers massage or bodywork services for compensation that is not owned by a health care profession regulated pursuant to chapter 456 and defined in s. 456.001.

(4) The required public awareness sign must be at least 8.5 inches by 11 inches in size, must be printed in at least a 16-point type, and must state substantially the following in English and Spanish:

> "If you or someone you know is being forced to engage in an activity and cannot leave—whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity—call the National Human Trafficking Resource Center at 1-888-373-7888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law."

(5) The county commission may adopt an ordinance to enforce subsection (3). A violation of subsection (3) is a noncriminal violation and punishable by a fine only as provided in s. 775.083.

History.—s. 1, ch. 2015-172.

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Leon County
Board of County Commissioners

Notes for Agenda Item #4

Leon County
Board of County Commissioners

Cover Sheet for Agenda #4

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney
Vincent S. Long, County Administrator

Title: Approval of Second Addendum to Tri-Party Infrastructure and Conveyance Agreement, and Approval of Agreement for SunPass and Toll-by-Plate Toll Enforcement for the Orchard Pond Parkway Toll Road

---

County Administrator Review and Approval	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Dan Rigo, Assistant County Attorney Kimberly Wood, P.E., Chief of Engineering Coordination

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the Second Addendum to Tri-Party Infrastructure and Conveyance Agreement, with any additional non-substantive changes, as needed, in a form approved by the County Attorney (Attachment #1).

Option #2: Authorize the Chairman and County Administrator to execute and accept any and all documents necessary to effectuate the conveyances to the County as set forth in the Second Addendum to Tri-Party Infrastructure and Conveyance Agreement.

Option #3 Approve the Agreement for SunPass and Toll-by-Plate Toll Enforcement, with any additional non-substantive changes, as needed, in a form approved by the County Attorney (Attachment #2).

Report and Discussion

Background:

This agenda item requests the Board to approve the proposed Second Addendum to Tri-Party Infrastructure and Conveyance Agreement (Attachment #1) and the Agreement for SunPass and Toll-by-Plate Toll Enforcement ("Toll Enforcement Agreement") (Attachment #2), both related to the Orchard Pond Parkway Toll Road (the "OP Parkway" or "Project"). The original Tri-Party Infrastructure and Conveyance Agreement (the "Tri-Party Agreement") (Attachment #3) was approved by the Board on July 9, 2013 with a subsequent First Addendum approved on February 10, 2015 (Attachment #4). The July 9, 2013 agenda request, without attachments, is included as background information (Attachment #5).

The OP Parkway is nearing completion and is expected to be opened to traffic on April 18, 2016. Prior to opening, pursuant to the Tri-Party Agreement, the road and associated improvements must be conveyed to the County along with the adjacent recreational trails and scenic easements. The Second Addendum to the Tri-Party Agreement (the "Second Addendum") is necessary to address the various changes that have taken place since the commencement of design and construction of the Project, as further described below. The Toll Enforcement Agreement, between the County and Florida Department of Transportation ("FDOT"), is necessary to provide the FDOT's Turnpike Enterprise the authority, pursuant to the Florida Statutes, to enforce the collection of tolls on the OP Parkway in the same manner as it does for its statewide toll roads.

The Project was constructed by Orchard Pond Greenway, LLC ("OPG") on approximately 52 acres of land leased from the owner, Orchard Pond Parkway, LLC ("OPP"), pursuant to a long-term Toll Road Operation and Lease Agreement (the "Lease"). OPG, as Lessee, will also operate the OP Parkway during the term of the Lease. Pursuant to the Tri-Party Agreement, the 52 acres (the "Leased Property") will be conveyed by OPP to the County together with an assignment of the Lease, after which the County will be considered the Lessor in the Lease.

The Leased Property, originally part of a 168-acre parent tract, was divided and conveyed to OPP in December 2014 by its owner, Orchard Pond, L.L.C. ("OP"). OP continues to own the portion of the parent tract abutting both sides of the Leased Property on which are located the recreational trails and scenic easements to be conveyed to the County pursuant to the Tri-Party Agreement and Second Addendum.

In addition to the County, the parties now involved in the Project are:

- Orchard Pond, L.L.C. ("OP"): owner of the remaining parent tract lands abutting both sides of the OP Parkway
- Orchard Pond Parkway, LLC ("OPP) owner and Lessor of the Leased Property lands underlying the OP Parkway
- Orchard Pond Greenway, LLC ("OPG") Lessee of the Leased Property and operator of the OP Parkway

Second Addendum to Tri-Party Agreement

OPG has essentially completed the construction of the Project in accordance with the applicable terms and conditions of the Tri-Party Agreement and is approaching the final acceptance date on which the OP Parkway can be opened to traffic. As such, the remaining provisions of the Tri-Party Agreement focus primarily on OPG's delivery to the County of the legal descriptions, surveys, conveyance documents, and other such items needed in preparation for the closing of the transactions that will convey the applicable property interests to the County. The proposed Second Addendum addresses proposed changes that have occurred in the property interests to be conveyed. In addition, it contains various supplemental stipulations addressing the manner in which the closing will occur along with various other modifications for clarification and consistency, as follows:

Changes in Property Interests to be Conveyed to County

- New Eastern Trail Head Parking Lot: OPG has agreed to construct, at its expense, a paved parking lot adjacent to the intersection of the existing Orchard Pond Road and the new OP Parkway, which will then be conveyed in fee simple to the County. This parking lot will provide paved vehicular parking for the pedestrians and bicyclists who use the new recreational trail which will be converted from the existing Orchard Pond Road after the opening of the OP Parkway.

- Recreational Trail and Scenic Easement: The Second Addendum proposes to remove from the Tri-Party Agreement OP's conveyance to the County of a portion of the recreational trails and scenic easements. In exchange for removing these conveyances, the County will receive the eastern trail head parking lot described above, which is considered to provide a greater value to the County. The conveyances recommended to be removed are as follows:

    - The recreational trail described as a strip of land for public use as a riverwalk trail to provide pedestrian access to view the Ochlocknee River, approximately 1.5 acres in size. After inspecting the proposed site for the riverwalk trail, staff discovered slopes, and environmental and safety constraints that would make it difficult to construct the trail without extraordinary costs to the County. Based on the proposed location of the western trail head parking lot on the south side of the OP Parkway, there would be no safe way for pedestrians to cross the OP Parkway to access the trail on the north side. In addition, the site does not provide the anticipated views of, or access to, the Ochlocknee River especially at times when the water level is low. At times of high water, the proposed trail would be traversing flood waters, as the river overflows its banks and floods the surrounding area. As such, staff recommends that this portion of the recreational trails not be conveyed to the County.

    - The scenic easement described as strip of land approximately 15 feet in width located west of the intersection of the existing Orchard Pond Road

and the new OP Parkway immediately south of such portion of the OP Parkway right-of-way. Upon completing the final Project design, it was determined that the proximity of this scenic easement to the one located immediately south along the future recreational trail would be redundant and not needed to achieve the intended purpose of preserving views along the recreational trail and OP Parkway. As such, staff recommends that this portion of the scenic easement not be conveyed to the County.

Stipulations Supplemental to Tri-Party Agreement

- The configuration of the parent tract has been modified to exclude the Leased Property which was subsequently conveyed to OPP after the execution of the Tri-Party Agreement.

- The parties have been correctly clarified as the four parties currently involved in the Project: the County, OPG, OPP, and OP. It was discovered after-the-fact that the First Addendum to the Tri-Party Agreement had incorrectly removed OP from the agreement. As such, the term "Owner" as used in the Tri-Party Agreement has been clarified to mean either OPP, when used in reference to the Leased Property, or OP, when used in reference to the remaining parent tract, or OPP and OP, collectively, when no reference to any specific lands is used.

- The sketches and legal descriptions of the Leased Property, the Scenic Easements, the Recreational Trails, and the Paved Parking Lot will be attached to the Second Addendum and incorporated into the Tri-Party Agreement. As of the submittal deadline for this agenda request, the final versions of those documents were not available and, upon being finalized, will be quite lengthy. As such, they have not been attached to the proposed Second Addendum..

- After the OP Parkway is opened to traffic, it is proposed that the portion of the maintained right-of-way for the existing Orchard Pond Road located east of the intersection of the existing Orchard Pond Road and the new OP Parkway be abandoned pursuant to sections 336.09 and 336.10, Florida Statutes. Staff recommends the abandonment in order for the County and the public to renounce and disclaim any right to the road and, therefore, relinquish any maintenance responsibility and liability for that portion of right-of-way. If approved, staff will present the abandonment to the Board at a future public hearing in accordance with the Statutes.

- The conditions precedent to the closing are proposed to be modified as follows:

    - The closing shall take place on or after April 15, 2016, but in no event later than April 29, 2016 unless extended by agreement between OP and the County.

- OP's deadline for delivery of the legal descriptions for all property interests to be conveyed to the County will be reduced to five business days prior to closing, and the County's purchase of title commitments for the property interests will be limited to only the Leased Property and the recreational trails on lands other than the existing Orchard Pond Road maintained right-of-way, together with a title commitment on the new eastern trail head parking lot.

- OP's requirement to deliver surveys to the County will be modified to remove the required surveys of the scenic easements and the recreational trails on lands over and abutting the existing Orchard Pond Road maintained right-of-way, which have been provided by the County's surveyor in a form acceptable to the County. In addition to the Leased Property and the remaining recreational trails, OP will deliver to the County a survey of the eastern trail head parking lot in a form acceptable to the County.

- The County's deadline to notify OP of any unacceptable title defects in the property interests to be conveyed will be reduced to five business days prior to closing unless further modified by agreement between OP and the County, and the County's notification requirement and OP's obligation to cure any unacceptable title defects will also be applicable to the eastern trail head parking lot. In addition, the County acknowledges it is satisfied that no unacceptable title defects exist in the scenic easements and the recreational trails on lands over and abutting the existing Orchard Pond Road maintained right-of-way and, as such, waives any requirement for OP to cure.

- OP's requirement to convey the Leased Property and the recreational trails by general warranty deed, subject only to those items listed in the Tri-Party Agreement, will be modified to also apply to the conveyance of the eastern trail head parking lot. In addition, OP and the County will acknowledge and agree that the general warranty deeds may also be subject to additional restrictions and reservations, but only in a form acceptable to the County.

Toll Enforcement Agreement

The enforcement of toll collections is addressed in section 3.8 of the Lease, which was approved by the Board as part of the Tri-Party Agreement. Subsection 3.8.1 contemplates that the County, as Lessor, may, pursuant to Section 316.1001, Florida Statutes, designate persons to act as toll enforcement officers with sole responsibility for enforcing the collection of tolls on the OP Parkway. In addition, subsection 3.8.2 requires the County, as Lessor, to use its reasonable efforts to assist OPG, as Lessee, in the establishment and maintenance of fines and similar remedies at the State level for toll violations that infringe upon the OPG's rights under the Lease

to collect tolls. The Toll Enforcement Agreement is consistent with this obligation for the County to assist OPG in the enforcement of toll collections.

The Toll Enforcement Agreement is a companion agreement to an agreement between FDOT and OPG allowing for the use of FDOT's SunPass and Toll-By-Plate toll collection mechanisms on the OP Parkway. In order to provide enforcement for the payment of those toll collections, it is necessary for the County to delegate its police power and statutory toll enforcement authority to FDOT to enable FDOT's Turnpike Enterprise to enforce the collection of tolls on the OP Parkway. The Toll Enforcement Agreement provides for the utilization of FDOT's standard business rules, technical processes, and administrative in providing its toll enforcement services in the same manner as on its other statewide toll roads.

Analysis:

County staff has negotiated with the representatives of OP, OPP, and OPG over the last several weeks to finalize construction of the OP Parkway and proceed to the closing of the conveyances to the County and the opening of the Project to traffic. As of the submittal deadline for this agenda request, the County Attorney's office was awaiting final comments from the respective attorneys for any additional changes to the Second Addendum and Toll Enforcement Agreement. As such, the latest drafts of those agreements have been attached to this agenda request. In the event there are additional non-substantive revisions needed for either agreement, the Board is requested to authorize such non-substantive revisions in a form approved by the County Attorney.

Options:

1. Approve the Proposed Second Addendum to Tri-Party Infrastructure and Conveyance Agreement (Attachment #1), with any additional non-substantive changes, as needed, in a form approved by the County Attorney.
2. Authorize the Chairman and County Administrator to execute and accept any and all documents necessary to effectuate the conveyances to the County as set forth in the Second Addendum to Tri-Party Infrastructure and Conveyance Agreement.
3. Approve the Proposed Agreement for SunPass and Toll-by-Plate Toll Enforcement (Attachment #2), with any additional non-substantive changes, as needed, in a form approved by the County Attorney.
4. Do not approve the Second Addendum to Tri-Party Infrastructure and Conveyance Agreement.
5. Do not approve the Proposed Agreement for SunPass and Toll-by-Plate Toll Enforcement.
6. Board direction.

Recommendation:

Options #1, #2 and #3.

Attachments:

1. Proposed Second Addendum to Tri-Party Infrastructure and Conveyance Agreement
2. Proposed Agreement for SunPass and Toll-by-Plate Toll Enforcement
3. Original Tri-Party Infrastructure and Conveyance Agreement
4. First Addendum to Tri-Party Infrastructure and Conveyance Agreement
5. July 9, 2013 agenda request, without attachments

SECOND ADDENDUM TO
TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT

THIS SECOND ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT ("Second Addendum") is entered into by and between **LEON COUNTY, FLORIDA** ("County"), a charter county and political subdivision of the state of Florida, **ORCHARD POND GREENWAY, LLC** ("Operator"), a Florida limited liability company, **ORCHARD POND PARKWAY LLC** ("OPP"), a Florida limited liability company, and ORCHARD POND, L.L.C. ("OP"), a Florida limited liability company, and their successors or assigns (collectively, "Parties").

WITNESSETH

WHEREAS, on August 14, 2013, the Parties, with the exception of OPP, executed a Tri-Party Infrastructure and Conveyance Agreement ("Original Agreement"); and

WHEREAS, on December 5, 2014, all Parties modified the Original Agreement with the execution of a First Addendum to Tri-Party Infrastructure Agreement which in part provided for OPP, as successor in title to the real property being the subject of the Original Agreement, to be substituted as the *Owner* (as defined in paragraph 2(n) of the Original Agreement) in place of OP; and

WHEREAS, OPP, in fact, became successor in title only to the *Leased Property* (as defined in paragraph 2(j) of the Original Agreement) which comprises only a portion of the real property being the subject of the Original Agreement; and

WHEREAS, it is necessary for OP, as the owner of that certain real property adjacent to the *Leased Property* (defined in paragraph 2(o) of the Original Agreement as the *Parent Tract*), to remain a party to the Original Agreement in order to fulfill certain obligations and to receive certain rights and benefits associated with the *Parent Tract*; and

WHEREAS, the number of *Recreational Trails* and *Scenic Easements* (as defined in paragraphs 2(s) and 2(u), respectively, of the Original Agreement) to be conveyed by OP to the County has been reduced in exchange for the conveyance of an additional paved parking lot; and

WHEREAS, the Parties desire with this Second Addendum to amend and add to the Original Agreement in order to incorporate the above modifications and various other supplemental stipulations pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties desire to enter into this Second Addendum and hereby agree to amend and add to the Tri-Party Infrastructure and Conveyance Agreement as follows:

1. Recitals. The above-referenced recitals are true and correct and are hereby incorporated into this Second Addendum for all purposes.

2. Amendment to Paragraph 5. The opening paragraph of Paragraph 5 of the Original Agreement is hereby amended in its entirety to read as follows:

5. **Scenic Easements, Recreational Trails, and Paved Parking Lot.** At *Closing* in accordance with Paragraph 10(c) below, the Owner shall convey to the County the *Scenic Easements*, *Recreational Trails*, and *Paved Parking Lot* as described below subject to the conditions that (i) such *Recreational Trails* shall be located upon land that is suitable for development of the intended uses without extraordinary development costs to the County; (ii) that the use of the *Scenic Easements* shall not prohibit use for stormwater management required for the development of the *Recreational Trails*; provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; (iii) to the extent that the *Scenic Easements* do not provide sufficient area for such stormwater management, the Owner shall convey to the County, at no cost to the County, additional easement interests sufficient to accommodate such stormwater management needs; provided, however, that the land area to be encumbered by such additional easement interests shall be limited to no greater than necessary for the County to reasonably accommodate the stormwater management needs as required by the *Permits* for the development of the *Recreational Trails*; and (iv) that such *Scenic Easements* and *Recreational Trails* shall not prohibit use for vehicular access necessary for maintenance of the *Recreational Trails*, *Scenic Easements*, and any stormwater management facilities located therein.

3. Amendment to Paragraph 5(a). Paragraph 5(a) of the Original Agreement is hereby amended in its entirety to read as follows:

(a) **Scenic Easements.** The Owner shall convey to the County the following *Scenic Easements* as conceptually depicted on **Exhibit "A"** attached hereto and made a part hereof:

(i) A *Scenic Easement* over a strip of land on each side of that portion of the maintained right-of-way for the existing Orchard Pond Road conveyed in fee simple to the County pursuant to Paragraph 0 below, such that the combined width of such maintained right-of-way conveyed in fee simple to the County and the scenic easements totals eighty (80) feet, with approximately forty (40) feet on each side of the center line of the maintained right-of-way for the existing Orchard Pond Road.

4. Amendment to Paragraph 5(b). Paragraph 5(b) of the Original Agreement is hereby amended in its entirety to read as follows:

(b) **Recreational Trails.** The Owner shall convey in fee simple to the County the following *Recreational Trails* as conceptually depicted on **Exhibit "A"** attached hereto and made a part hereof:

(i) A strip of land for public use by pedestrians and bicyclists approximately fifteen (15) feet in width located immediately east of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway and immediately south of such portion of the right-of-way for the Orchard Pond Parkway:

(ii) A strip of land for public use by pedestrians and bicyclists within the portion of the maintained right-of-way for the existing Orchard Pond Road located west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway. Such land may also be used for associated stormwater, parking, and other facilities as may be appropriate to support a pedestrian and bicycle trail.

(iii) A rectangular parcel of land located near the western terminus of the Orchard Pond Parkway for public use as parking to support a pedestrian and bicycle trail. Such parcel of land is estimated to contain approximately one (1.0) acre in land area.

5. Amendment to Paragraph 5. Paragraph 5 of the Original Agreement is hereby amended to include the following new subsection (d):

(d) **Paved Parking Lot.** The Owner shall convey in fee simple to the County, by general warranty deed, a twenty (20) car parking space paved lot for the purpose of creating a trail head adjacent to the recreational trail required pursuant to Paragraph 5(b)(i) of the Tri-Party Infrastructure and Conveyance Agreement (the "*Paved Parking Lot*"). The *Paved Parking Lot* shall be located immediately south of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway and immediately west of the strip of land identified in Paragraph 5(b)(i) of the Tri-Party Infrastructure and Conveyance Agreement. The *Paved Parking Lot* shall be constructed, at no cost to the County, after the new Orchard Pond Parkway opens to traffic and before June 15, 2016. The County shall accept and maintain the costs for repair and maintenance of the *Paved Parking Lot*. The stormwater runoff associated with the *Paved Parking Lot* shall be discharged into the stormwater management facilities for the Orchard Pond Parkway and reflected as such in the operating permits for such facilities. The Owner shall have the right to cross the *Paved Parking Lot* with equipment crossings, which right shall be reflected by reservation in the general warranty deed. The Owner shall be responsible for paying all costs associated with the design and construction of any such equipment crossings that the Owner creates after the County's acceptance of the *Paved Parking Lot*. The Owner shall also be responsible, at the Owner's expense, for repairing any damage to the *Paved Parking Lot* resulting from such crossings.

6. Stipulations Supplemental to Original Agreement. The Parties acknowledge and agree that the following stipulations shall be added to, and incorporated in, the Original Agreement (the "Supplemental Stipulations"). These Supplemental Stipulations shall supplement the terms and conditions of the Original Agreement and, to the extent of any

conflicts between these stipulations and the Original Agreement, these Supplemental Stipulations shall control.

(a) The configuration of the *Parent Tract* has changed since OP's conveyance of the *Leased Property* to OPP subsequent to the execution of the Original Agreement. The term *Parent Tract* will now be defined as the lands abutting, and exclusive of, the *Leased Property* and comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

(b) Since OP's conveyance of the *Leased Property* to OPP, the term *Owner* as used in the Original Agreement now refers to either OP or OPP depending on the context in which it is used.

(i) When used in reference to any obligations or rights associated with the *Leased Property*, the term *Owner* shall now refer to OPP, its successors, and assigns.

(ii) When used in reference to any obligations or rights associated with the *Parent Tract* (as defined in these Supplemental Stipulations), including but not limited to those associated with the *Scenic Easements* or *Recreational Trails*, the term *Owner* shall refer to OP, its successors, and assigns.

(iii) When used with no reference to any specific lands, the term Owner shall refer collectively to OP and OPP, unless the context otherwise clearly indicates reference to one or the other.

(c) The legal descriptions of the *Leased Property*, the *Scenic Easements*, the *Recreational Trails*, and the *Paved Parking Lot* are now available in final form and are attached hereto, and incorporated herein, to supplement **Exhibit "A"** as Schedules A-1, A-2, A-3, and A-4, respectively.

(d) With regard to the portion of the maintained right-of-way for the existing Orchard Pond Road located east of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway, the County shall, after the new Orchard Pond Parkway opens to traffic, abandon, renounce, and disclaim any right of the County and the public in and to such right-of-way pursuant to sections 336.09 and 336.10, Florida Statutes.

(e) The parties acknowledge and agree that certain conditions precedent to the conveyance of the *Leased Property* to the County, as set forth in paragraph 10 of the Original Agreement, will be unable to be satisfied prior to such conveyance. As such, the County and OP agree to the following waiver and modifications to such conditions precedent:

(i) The *Closing* shall take place on or after April 15, 2016, but in no event later than April 29, 2016 unless extended by agreement between OP and the County, at the law offices of Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A., 1300 Thomaswood Drive, Tallahassee, FL 32308, Tallahassee, Florida, or at such other location as agreed upon by OP and the County;

(ii) With regard to the provision in Paragraph 10(c)(ii) of the Original Agreement for OP, no later than twenty (20) Business Days prior to Closing, to deliver to the County the final form of legal descriptions for the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* for use by the County, at the County's expense, in obtaining a title commitment, the County and OP agree to modify such requirement as follows:

A. OP's delivery requirement shall be reduced to five (5) *Business Days* unless further modified by agreement between OP and the County.

B. OP's delivery requirement shall also include delivery of the final form of legal descriptions for the *Paved Parking Lot*.

C. The County's purchase of such title commitments will be limited to only the *Leased Property* and the *Recreational Trails* described in Paragraphs 5(b)(i) and 5(b)(iii) of the Original Agreement (as amended above), together with a title commitment on the *Paved Parking Lot*.

(iii) With regard to the requirement in Paragraph 10(c)(iii) of the Original Agreement for OP to deliver to the County surveys of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the County and OP agree to modify such requirement as follows:

A. The County waives the requirement for OP to deliver surveys of the *Scenic Easements* and of the *Recreational Trails* described in Paragraph 5(b)(ii) of the Original Agreement.

B. In addition to the *Leased Property* and the remaining *Recreational Trails*, OP shall deliver to the County a survey of the *Paved Parking Lot*.

C. The surveys to be delivered shall be in a form acceptable to the County, and any other requirements as to the form of the surveys are hereby waived.

(iv) With regard to the requirement in Paragraph 10(c)(iv) of the Original Agreement for the County, no later than ten (10) *Business Days* prior to *Closing*, to notify OP of any unacceptable title defects in the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, and for such title defects to be cured by OP, at OP's expense, prior to *Closing*, the County and OP acknowledge and agree to modify such requirement as follows:

A. The County's notification requirement shall be reduced to five (5) *Business Days* unless further modified by agreement between OP and the County.

B. The County's notification requirement and OP's obligation to cure any unacceptable title defects shall also be applicable to the *Paved Parking Lot*.

C. With regard to the *Scenic Easements* and the *Recreational Trails* described in Paragraph 5(b)(ii) of the Original Agreement, the County hereby acknowledges it is satisfied that no unacceptable title defects exist and hereby waives any requirement for OP to cure.

(v) With regard to the requirement in Paragraph 10(c)(v) of the Original Agreement for OP to convey marketable title to the *Leased Property* and the *Recreational Trails* by general warranty deed subject only to those items listed therein below, the County and OP acknowledge and agree to modify such requirement as follows:

A. OP's conveyance by general warranty deed shall also be applicable to the conveyance of the *Paved Parking Lot*.

B. OP and the County acknowledge and agree that the general warranty deeds for the *Leased Property*, the *Recreational Trails*, and the *Paved Parking Lot* may also be subject to additional restrictions and reservations, but only in a form acceptable to the County.

5. Ratification. Except as specifically modified or supplemented herein, the Tri-Party Infrastructure and Conveyance Agreement remains in full force and effect and is hereby ratified and confirmed by the parties hereto. From and after the last date of execution of this First Amendment, all references to the Tri-Party Infrastructure and Conveyance shall be deemed to refer to the Tri-Party Infrastructure and Conveyance as amended and supplemented by this First Amendment.

6. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

7. Effective Date. This First Amendment shall become effective upon the date of execution by the last of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized representatives, have executed this First Amendment on the day(s) and year set forth below.

Signed, sealed, and delivered
in the presence of:

ORCHARD POND PARKWAY, LLC

_____ By:_____

Print:_____ Print:_____

Title: _____

_____ Date:_____

Print:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April 2016, by _____ _____, as _____ of ORCHARD POND PARKWAY, LLC, on behalf of the company, who is personally known to me or who has produced _____ ____ _____as identification.

NOTARY PUBLIC

_____
PRINTED NAME

My commission expires:

ORCHARD POND GREENWAY, LLC

_____ By:_____

Print:_____ Print:_____

Title: _____

_____ Date:_____

Print:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April 2016, by _____ _____, as _____ of ORCHARD POND GREENWAY, LLC, on behalf of the company, who is personally known to me or who has produced _____ ____ _____as identification.

NOTARY PUBLIC

_____
PRINTED NAME

My commission expires:

ORCHARD POND, LLC

_____ By:_____

Print:_____ Print:_____

Title: _____

_____ Date:_____

Print:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April 2016, by _____ _____, as _____ of ORCHARD POND, LLC, on behalf of the company, who is personally known to me or who has produced _____ ____ _____as identification.

NOTARY PUBLIC

_____
PRINTED NAME

My commission expires:

LEON COUNTY, FLORIDA

By:_____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Circuit Court
and Comptroller, Leon County, Florida

By: _____

Approved as to Form:

Office of the County Attorney
Leon County, Florida

By: _____
Herbert W. A. Thiele
County Attorney

SCHEDULE A-1

Leased Property

(TO BE ADDED UPON COMPLETION)

SCHEDULE A-2

Scenic Easements

(TO BE ADDED UPON COMPLETION)

SCHEDULE A-3

Recreational Trails

(TO BE ADDED UPON COMPLETION)

SCHEDULE A-4

Paved Parking Lot

(TO BE ADDED UPON COMPLETION)

AGREEMENT FOR SUNPASS AND TOLL-BY-PLATE TOLL ENFORCEMENT AT THE ORCHARD POND PARKWAY BY AND BETWEEN LEON COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT FOR SUNPASS AND TOLL-BY-PLATE TOLL ENFORCEMENT (”Agreement”), is dated this _____ day of _____, 2016, by and between **LEON COUNTY, FLORIDA** ("COUNTY"), a charter county and political subdivision of the State of Florida, having a business address of 301 South Monroe St, Tallahassee, FL 32301, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** (“DEPARTMENT”), an executive agency of the State of Florida having a business address located at Florida’s Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761.

W I T N E S S E T H:

WHEREAS, ORCHARD POND GREENWAY, LLC (“OPG”), as Lessee in a TOLL ROAD OPERATION AND LEASE AGREEMENT entered into on December 5, 2014 with ORCHARD POND PARKWAY, LLC, as Lessor (“OPP”) (the “Toll Road Operation Lease”), is presently engaged in the design and construction of a tolled, two-lane arterial road known as Leon County Road 0344 in Leon County, Florida, also known as the Orchard Pond Parkway (“PARKWAY”), as depicted in attached Exhibit A;

WHEREAS, pursuant to the Toll Road Lease, the road, together with any other associated real property improvements (“PARKWAY ROAD IMPROVEMENTS”), will become part of the leased property and will be owned by OPP, while the toll road improvements, fixtures, and equipment associated with the collection of toll revenues and deemed not to be PARKWAY ROAD IMPROVEMENTS, including, but not limited to, administration buildings, collection booths, gantries, and other such toll structures (“PARKWAY TOLL OPERATION IMPROVEMENTS”) will remain separate and apart from the leased property and owned by OPG;

WHEREAS, upon completion of PARKWAY, it is the intent and understanding of all parties that ownership of PARKWAY ROAD IMPROVEMENTS shall be transferred from OPP to COUNTY as required by the terms of the TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT with an effective date of August 14, 2013, as amended on December 5, 2014, by and between OPP, OPG, and COUNTY (“OPP-OPG-COUNTY Agreement”) and attached as Exhibit B;

WHEREAS, upon transfer of ownership of PARKWAY ROAD IMPROVEMENTS and assignment and assumption of the Toll Road Operation Lease to COUNTY, OPG will

remain the owner of the PARKWAY TOLL OPERATION IMPROVEMENTS and continue its operation of PARKWAY pursuant to the terms of the Toll Road Operation Lease;

WHEREAS, the terms of this Agreement shall not become effective and the DEPARTMENT's obligations under this Agreement will not become effective unless and until legal title to the PARKWAY ROAD IMPROVEMENTS is transferred to the COUNTY as described in the OPP-OPG-COUNTY Agreement and including the condition that one or more deeds are recorded in the Leon County public records evidencing the transfer of legal title and ownership of the PARKWAY ROAD IMPROVEMENTS to the COUNTY;

WHEREAS, section 338.161(5), Florida Statutes (2015), authorizes DEPARTMENT to enter into agreements with public or private transportation facility owners for use of DEPARTMENT's electronic toll collection and video billing systems to collect the tolls imposed in connection with use of such owners' transportation facilities that become interoperable with DEPARTMENT's systems;

WHEREAS, DEPARTMENT acknowledges and agrees that the PARKWAY is a "toll facility" and that COUNTY, upon accepting the transfer of ownership of the PARKWAY ROAD IMPROVEMENTS, will be deemed to be a "governmental entity ... that owns or operates a toll facility," as those quoted phrases are used in section 316.1001, Florida Statutes;

WHEREAS, pursuant to section 316.640(1)(b)2.b., Florida Statutes, and Florida Administrative Code Section 14-100.001, DEPARTMENT and COUNTY, for the purpose of enforcing section 316.1001, Florida Statutes, may employ independent contractors or designate employees as toll enforcement officers;

WHEREAS, this Agreement is entered into as a related agreement to an Agreement for SunPass and Toll-By-Plate Toll Collection at the PARKWAY to be entered into by and between OPG and DEPARTMENT (the "OPG Toll Processing Agreement") ; and

WHEREAS, COUNTY, as owner of PARKWAY ROAD IMPROVEMENTS, authorizes DEPARTMENT to collect and enforce PARKWAY tolls following the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

2. **Effective Date.** The "Effective Date" of this Agreement shall be the date that falls five (5) business days immediately following the Department's receipt of a copy of one or more deeds that have been recorded in the Leon County public records evidencing the transfer of legal title and ownership of the PARKWAY ROAD IMPROVEMENTS to the COUNTY, along with an unqualified written opinion of OPG's legal counsel concluding that the COUNTY is the sole legal owner of the PARKWAY ROAD IMPROVEMENTS.

3. **Toll Collection and Enforcement by DEPARTMENT.**

    a. Subject to and following the Effective Date as described in Paragraph 2 above, and following execution of the OPG Toll Processing Agreement between OPG and DEPARTMENT, the DEPARTMENT will utilize its business rules, technical processes, and administrative procedures (collectively "Business Rules") to process toll transactions received from OPG. DEPARTMENT's Business Rules may be modified, deleted or new rules adopted by DEPARTMENT from time to time. New Business Rules and changes to existing Business Rules and deletions of Business Rules will be effective immediately upon adoption by DEPARTMENT. To the extent possible, notice will be provided for any changes to the Business Rules (i.e., additions, deletions and modifications) prior to the rule taking effect. Tolls will be processed in the order received by DEPARTMENT's account management systems.

        i. In addition to the toll processing and collection services provided for in the OPG Toll Agreement, DEPARTMENT may, at its sole discretion, provide the following toll enforcement services:

            1) If a TOLL-BY-PLATE® invoice remains unpaid, DEPARTMENT may, at its sole discretion in accordance with its Business Rules initiate a motor vehicle license plate or revalidation sticker registration hold process ("Registration Hold Process"), issue a Uniform Traffic Citation ("UTC"), refer the unpaid balance to a collection agency under contract with DEPARTMENT, or initiate

other collection activities in accordance with DEPARTMENT Business Rules. If such action by DEPARTMENT results in subsequent collection of such unpaid TOLL-BY-PLATE® invoice amounts, DEPARTMENT will remit to OPG only the toll amount collected. DEPARTMENT will retain all fines and any fees paid by the customer. The initiation of a Registration Hold Process presently is the preferred toll enforcement option, but the preferred option may change from time to time. DEPARTMENT shall have no obligation to issue a UTC with respect to any toll violation, and DEPARTMENT may limit the total number of UTCs filed with a court during any given month.

2) DEPARTMENT may receive UTC toll and fine amounts paid by customers directly to DEPARTMENT. DEPARTMENT will remit to OPG the toll portion of such DEPARTMENT-collected transactions occurring on the PARKWAY. Additionally, if DEPARTMENT receives payments from the Florida Department of Revenue (DOR) for tolls and UTC fines collected by a Leon County Court for toll transactions occurring on toll facilities located in Leon County, including the PARKWAY, DEPARTMENT will retain all such UTC fines received from DOR. However, DEPARTMENT will distribute to OPG a portion of the toll amounts received from DOR based on a pro rata allocation. Such toll amount will be derived by comparing DEPARTMENT-collected UTCs for the PARKWAY to DEPARTMENT-collected UTCs for all DEPARTMENT-operated toll facilities in Leon County. The resulting pro rata percentage for the PARKWAY will be applied to the estimated toll portion of the DOR UTC payments to determine the amount paid to OPG. Such amounts periodically will be remitted by DEPARTMENT to OPG, but these toll amounts are expected to be de minimis.

b. The COUNTY authorizes DEPARTMENT and its employees, contractors, consultants, and representatives, on behalf of the COUNTY, to utilize all means available under applicable laws to collect PARKWAY toll revenue, including, without limitation, initiating a Registration Hold Process, issuing UTCs and filing UTCs with the court, issuing notices and invoices, and authorizing collection by third party debt collectors. To the extent necessary to implement the authorization set forth in this subparagraph, and for no

other purpose, the COUNTY's authorization includes a delegation of authority to DEPARTMENT with respect to the COUNTY's police powers to enforce toll payments for use of the PARKWAY pursuant to the provisions of the Florida Uniform Traffic Control Law. Pursuant to section 316.640 (1)(b)2.b., Florida Statutes, the COUNTY shall, within sixty (60) days following the Effective Date, designate as toll enforcement officers for the COUNTY, and authorize them to issue UTCs on behalf of the COUNTY, one or more persons who are identified by and serving as toll enforcement officers with the DEPARTMENT.

c. The COUNTY authorizes and directs DEPARTMENT to remit to OPG all PARKWAY toll revenues collected by DEPARTMENT. The COUNTY shall provide DEPARTMENT and OPG with written notice no less than 180 days in advance of any change in this authorization regarding remittance of PARKWAY toll revenues.

d. The DEPARTMENT shall be compensated for performing its toll processing and toll collection services in accordance with the terms of the OPG Toll Processing Agreement and any subsequent amendments, renewals, or replacements of such agreement.

4. <u>Term.</u> The initial term of this Agreement shall commence upon the Effective Date and shall continue until the first of the following events shall occur:

a. This Agreement has been terminated pursuant to Section 5 of this Agreement; or
b. The OPG Toll Processing Agreement expires and is not renewed by its parties; or
c. The OPG Toll Processing Agreement is terminated.

5. Termination.

a. Either party may terminate this Agreement for convenience, without reason or cause, by providing the other party at least one hundred eighty (180) calendar days prior written notice. Any such notice shall state the date on which the termination of this Agreement will become effective.

b. Either party may terminate this Agreement for cause upon thirty (30) calendar days prior written notice unless the defaulting party cures the default within the thirty day period. However, for defaults that cannot reasonably be cured within thirty days, the Agreement shall not be terminated for cause if the defaulting party promptly commences to cure the default and continues diligently to complete the cure until the default is completely cured.

c. Notice of termination shall be provided in accordance with Paragraph 6 herein below.

6. Notices. Whenever either party desires to provide notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, confirmed email, or by overnight courier with delivery confirmation, or by hand-delivery with a request for a written receipt or acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. The parties further agree that any notices provided to a party herein, shall be provided to OPG's designee, at the same time and in the same manner provided to said party. For the present, the parties and OPG designate the following as the respective places for giving of notice:

COUNTY
Leon County Administrator
301 S. Monroe Street
Tallahassee, Florida 32301

With copy to:
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Tallahassee, Florida 32301

DEPARTMENT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, Florida 34761

With Copy to:
Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, Florida 34761

OPG:
500 Orchard Pond Road
Tallahassee, Florida 32312
Attn: Jeffrey S. Phipps, Manager
SMan Management, LLC,

7. **Records.** All documents associated with this Agreement shall be maintained in accordance with the State of Florida Records Retention Schedule. Except for records that are exempt from public disclosure under the provisions of Section 338.155 (6) or 316.0777, Florida Statutes, or any other applicable statutory exemption as may now or in the future exist, copies of these documents and records shall be furnished by either party upon request.

8. **Section 339.135 (6) (a), Florida Statutes.** DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. DEPARTMENT shall require a statement from the Comptroller of DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

9. **Amendment.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed and delivered by the parties hereto.

10. **Governing Law and Venue.** The laws of the State of Florida shall solely govern the validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties to this Agreement. The venue for any action in connection with this Agreement shall be any court of competent jurisdiction in Leon County, Florida.

11. **Employees.** COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of COUNTY to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than a bona fide employee employed by COUNTY. DEPARTMENT warrants that it has not employed or obtained any company or person, other than bona fide employees of DEPARTMENT to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than a bona fide employee employed by DEPARTMENT.

12. **Americans with Disabilities.** Both parties agree to comply with Titles I and II of the Americans with Disabilities Act of 1990, as well as state and federal civil rights laws, and each party agrees to comply with its own rules and ordinances for implementation thereof.

13. **Acts and Omissions.** DEPARTMENT is an executive agency and COUNTY is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by DEPARTMENT or by COUNTY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of this Agreement or any other contract.

14. **Remaining Provisions**. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

15. **Truth and Accuracy.** The truth and accuracy of each recital clause set forth above is acknowledged by the parties.

16. **Authority to Execute.** The individuals executing this Agreement on behalf of each party have full authority to execute this Agreement on behalf of the party for whom they are acting herein.

17. **Complete Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto.

18. **Original Copies.** Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

19. **Execution.** This Agreement shall be effective, as of the Effective Date, following the requisite legal approval and execution by DEPARTMENT and COUNTY.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative have made and executed this Agreement as of the date represented above.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY:
_____[Seal]
Diane Gutierrez-Scaccetti
Executive Director and Chief Executive Officer
Florida's Turnpike Enterprise

ATTEST:
_____[Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

LEON COUNTY, FLORIDA

By:
_____[Seal]
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:_____
Bob Inzer, Clerk of the Circuit Court
and Comptroller, Leon County, Florida

Legal Review:

BY: _____
Herbert W. A. Thiele, Esq.
Leon County Attorney

Exhibit “A”

Orchard Pond Parkway

(TO BE ADDED UPON COMPLETION)

Exhibit “B”

Tri-Party Infrastructure and Conveyance Agreement

(TO BE ADDED UPON COMPLETION)

TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT

THIS TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT ("Agreement") is made as of the *Effective Date* (as defined in Paragraph 2(g) below), by and between **LEON COUNTY, FLORIDA** ("County"), a charter county and political subdivision of the state of Florida, **ORCHARD POND GREENWAY, LLC** ("Operator"), a Florida limited liability company, and **ORCHARD POND, LLC** ("Owner"), a Florida limited liability company, and its successors or assigns.

RECITALS

WHEREAS, the Owner owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract* as hereinafter defined); and

WHEREAS, the Operator desires to construct upon the *Parent Tract* a toll road project known as the Orchard Pond Parkway; and

WHEREAS, pursuant to the Toll Road Operation and Lease Agreement between the Owner and the Operator (*Operation and Lease Agreement* as hereinafter defined), the Operator will lease a portion of the *Parent Tract* of approximately 52 acres in total land area along with all real property improvements located or to be located in the future thereon (the *Leased Property* as hereinafter defined), and will construct and operate on the *Leased Property* the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined), which comprises a project of approximately 5.3 miles in length connecting Meridian Road and Bannerman Road on its eastern terminus and Old Bainbridge Road on its western terminus; and

WHEREAS, pursuant to the *Operation and Lease Agreement*, the *Road Improvements* (as hereinafter defined) in the completed *Toll Road Project*, which are exclusive of the *Toll Operations Improvements* (as hereinafter defined), will become part of the *Leased Property* and be owned in fee simple by, and belong to, the Owner, while the maintenance responsibility for the entire *Toll Road Project* will be that of the Operator; and

WHEREAS, the County, the Operator, and the Owner desire to enter into this Agreement to set forth the conditions pursuant to which (i) the *Toll Road Project* will be constructed by the Operator on the *Leased Property* and (ii) the *Leased Property*, including the *Road Improvements*, will thereafter be conveyed by the Owner to the County, together with the lands and property interests needed for the *Recreational Trails* and the *Scenic Easements* (as hereafter defined); and

WHEREAS, the County desires to authorize the Operator to continue to operate the *Toll Road Project* on the *Leased Property* after the *Leased Property* has been conveyed in fee simple to the County; and

WHEREAS, the *Toll Road Project* fulfills the County's long-standing desire for an east-west connection between Meridian Road and Bannerman Road on the *Toll Road Project's* eastern terminus and Old Bainbridge Road on the *Toll Road Project's* western terminus; and

WHEREAS, the *Toll Road Project* is included in the Capital Regional Transportation Planning Agency Regional Mobility Plan; and

WHEREAS, the *Toll Road Project* is designed and intended to provide a transportation roadway for use by the population of the Urban Service Area; and

WHEREAS, the *Toll Road Project* is consistent with the Rural designation on the Future Land Use Map of the County's Comprehensive Plan and the Rural zoning district on the Official Zoning Atlas; and

WHEREAS, the County finds that the *Toll Road Project*, as proposed in the design and construction plans approved by the County (the *Plans* as hereinafter defined), is consistent with the County's Comprehensive Plan and the County's Land Development Code, and furthers the public health, safety, and welfare of the County; and

WHEREAS, the County finds that this Agreement strengthens the public planning process, encourages private participation and comprehensive planning, and reduces the cost to the County of providing needed infrastructure such as roads.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Operator, and the Owner covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Definitions**. Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

(a) ***Authorization*** means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization, or other requirement of any governmental authority that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

(b) ***Comprehensive Plan*** means the Tallahassee-Leon County Comprehensive Plan adopted on July 16, 1990, and revised on December 15, 2011, and as may hereafter be amended.

(c) ***County*** means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

(d) ***Closing*** means the closing of the transaction in which the *Leased Property* is conveyed by the Owner to the County in accordance with this Agreement.

(e) ***Designated Person*** means the *Representative* of each *Party* who is designated as such for the purposes of Paragraph 32 below.

(f) ***Final Project Acceptance Date*** means the date on which the Operator has obtained *Authorization* to open the completed *Toll Road Project* to traffic and commence the collection of toll revenues.

(g) ***Effective Date*** means the date on which the last *Party* signed this Agreement.

(h) ***Land Development Code*** means land development regulations contained within the Land Development Code at Chapter 10 of the Code of Laws of Leon County, and as may hereafter be amended.

(i) ***Law*** means any applicable federal, state, or local law, rule, or regulation.

(j) ***Leased Property*** means the land comprising the portion of the *Parent Tract* generally depicted on **Exhibit "A"** as the proposed Orchard Pond Parkway alignment, together with any and all *Road Improvements*, and excluding any *Toll Operations Improvements*.

(k) ***Maintenance Standards*** means the guidelines and criteria on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in the *Operation and Lease Agreement*, including any *Plans* submitted by the Operator to the County pursuant to the *Maintenance Standards*.

(l) ***Operation and Lease Agreement*** means the Toll Road Operation and Lease Agreement between the Owner, as Lessor, and the Operator, as Lessee, to be executed subsequent to the execution of this Agreement, an unsigned copy of which is attached hereto as **Exhibit "B."**

(m) ***Operator*** means the entity known as Orchard Pond Greenway, LLC, a Florida limited liability company.

(n) ***Owner*** means the entity known as Orchard Pond, LLC, a Florida limited liability company.

(o) ***Parent Tract*** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

(p) ***Party*** means a party to this Agreement and "Parties" means all of them.

(q) ***Permits*** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements*, the *Toll Operations Improvements*, and the *Recreational Trails* as contemplated by the *Plans* and as provided for in this Agreement.

(r) ***Plans*** means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements*, the *Toll Operations Improvements*, or the *Recreational Trails*.

(s) ***Recreational Trail(s)*** means the trails located within the *Parent Tract* on lands adjacent to the *Leased Property* to be constructed and maintained by the County for public use by pedestrians and bicyclists, together with any associated facilities located on such lands for stormwater management, parking, and other such supporting facilities.

(t) ***Representative*** means, with respect to any person, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other person for whom such person is responsible at law or other representative of such person and any professional advisor, consultant, or engineer designated by such person as its "Representative."

(u) ***Road Improvements*** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

(v) ***Scenic Easement(s)*** means the easements located within the *Parent Tract* on lands adjacent to the *Leased Property* created for the benefit of the public for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and to be maintained by the Owner.

(w) ***Toll Operations*** means the construction, operation, management, maintenance, repair, and rehabilitation of, and toll revenues collection from, or in connection with, the *Toll Operations Improvements* and any other actions relating to the operation of, and toll revenue collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Operator.

(x) ***Toll Operations Improvements*** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of toll revenues.

(y) ***Toll Road Project*** means the *Road Improvements* together with the *Toll Operations Improvements*.

3. **Purpose.** This Agreement is not intended to, nor does it, approve or authorize any amount of development or type of use on the *Leased Property*, except as otherwise provided

herein, and except as consistent with the requirements of the *Comprehensive Plan* and the *Land Development Code*. Rather, the purpose of this Agreement is to:

(a) clarify the process by which the County will review the *Plans* for the *Road Improvements*, separate and apart from the County's review for approval of any *Permits*, and make final design recommendations in accordance with Paragraph 8(b) below;

(b) set forth the terms by which the Owner, after the Operator's completion of the *Toll Road Project* will convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement*; and

(c) set forth the terms by which the Owner will convey to the County the various other property interests adjacent to the *Leased Property* for use as *Recreational Trails* and *Scenic Easements*.

4. **Lands Affected; Use.** The *Toll Road Project* will be located on the *Leased Property*. The *Recreational Trails* and *Scenic Easements*, as described in Paragraph 5 below, will be located on property owned by the Owner adjacent to the *Leased Property*.

(a) The *Parties* acknowledge and agree that the legal descriptions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* will not be available in its final form until after the completion of the *Road Improvements* and, as such, the descriptions and depictions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* in the **Exhibit "A"** on the *Effective Date* of this Agreement are only conceptual and are not intended to be the final form of the legal descriptions.

(b) Pursuant to the *Operation and Lease Agreement*, the final form of the legal description of the *Leased Property* will be completed upon the completion of the *Road Improvements* and will thereafter be incorporated into the *Operation and Lease Agreement* by virtue of an amendment thereto, and will be evidenced in the official records of Leon County, Florida, with the recording therein of an amended Memoranda of Lease. The conveyance of the *Leased Property* to the County shall be subject to the County's receipt of such legal description in accordance with Paragraph 10(c)(ii) below.

(c) The final form of the legal descriptions of the *Scenic Easements* and the *Recreational Trails* will be completed upon the completion of the *Road Improvements*. The conveyance of the *Scenic Easements* and the *Recreational Trails* to the County shall be subject to the County's receipt of such legal descriptions in accordance with Paragraph 10(c)(ii) below.

(d) Unless otherwise consented to by the *Parties* in writing, the use of the lands affected by this Agreement shall be reserved for use by the Owner, the Operator, and the County in the following manner:

(i) use of the *Toll Road Project* by the Owner, as Lessor, the Operator, as Lessee, and the County, as successor Lessor, in accordance with the terms of the *Operation and Lease Agreement*; and

(ii) use of the *Scenic Easements* and the *Recreational Trails* by the County and the Owner in accordance with the terms of the documents pertaining

to the Owner's conveyance to the County of the property interests allowing such uses.

5. **Scenic Easements and Recreational Trails.** At *Closing* in accordance with Paragraph 10(c) below, the Owner shall convey to the County the *Scenic Easements* and *Recreational Trails* as described below subject to the conditions that (i) such *Recreational Trails* shall be located upon land that is suitable for development of the intended uses without extraordinary development costs to the County; (ii) that the use of the *Scenic Easements* shall not prohibit use for stormwater management required for the development of the *Recreational Trails*; provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; (iii) to the extent that the *Scenic Easements* do not provide sufficient area for such stormwater management, the Owner shall convey to the County, at no cost to the County, additional easement interests sufficient to accommodate such stormwater management needs; provided, however, that the land area to be encumbered by such additional easement interests shall be limited to no greater than necessary for the County to reasonably accommodate the stormwater management needs as required by the *Permits* for the development of the *Recreational Trails*; and (iv) that such *Scenic Easements* and *Recreational Trails* shall not prohibit use for vehicular access necessary for maintenance of the *Recreational Trails*, *Scenic Easements*, and any stormwater management facilities located therein.

(a) **Scenic Easements.** The Owner shall convey to the County the following *Scenic Easements* as conceptually depicted on **Exhibit "A"** attached hereto and made a part hereof:

(i) A *Scenic Easement* over a strip of land approximately fifteen (15) feet in width located:

1. west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and

2. immediately south of such portion of the right-of-way for the new Orchard Pond Parkway.

(ii) A *Scenic Easement* over a strip of land on each side of that portion of the maintained right-of-way for the existing Orchard Pond Road conveyed in fee simple to the County pursuant to Paragraph (b)(ii) below, such that the combined width of such maintained right-of-way conveyed in fee simple to the County and the scenic easements totals eighty (80) feet, with approximately forty (40) feet on each side of the center line of the maintained right-of-way for the existing Orchard Pond Road.

(b) **Recreational Trails.** The Owner shall convey in fee simple to the County the following *Recreational Trails* as conceptually depicted on **Exhibit "A"** attached hereto and made a part hereof:

(i) A strip of land for public use by pedestrians and bicyclists approximately fifteen (15) feet in width located:

1. east of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and

2. immediately south of such portion of the right-of-way for the Orchard Pond Parkway.

(ii) A strip of land for public use by pedestrians and bicyclists within the portion of the maintained right-of-way for the existing Orchard Pond Road located west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway. Such land may also be used for associated stormwater, parking, and other facilities as may be appropriate to support a pedestrian and bicycle trail.

(iii) A strip of land for public use as a riverwalk trail to provide pedestrian access to view the Ochlockonee River. Such strip of land is estimated to contain approximately one and one-half (1.5) acres in land area.

(iv) A rectangular parcel of land located near the western terminus of the Orchard Pond Parkway for public use as parking to support a pedestrian and bicycle trail. Such parcel of land is estimated to contain approximately one (1.0) acre in land area.

(c) **Roads and Equipment Crossings.** The Owner shall have the right to cross all *Scenic Easements* and *Recreational Trails* with roads or equipment crossings, with the exception of those *Recreational Trails* described in Paragraphs 5(b)(iii) and 5(b)(iv) above. The design and construction of the *Recreational Trails* by the County shall accommodate all existing roads and equipment crossings. The Owner shall be responsible for paying all costs associated with the design and construction of such road(s) and/or equipment crossing(s) that the Owner creates after the County's completion of the *Recreational Trails*. The Owner shall also be responsible, at the Owner's expense, for repairing any damage to the *Scenic Easements* and *Recreational Trails* resulting from such crossings.

6. **Authority for Agreement.** This Agreement is being entered pursuant to the *County's* home rule authority, its authority as a charter county, and pursuant to authority provided in Chapter 125, Florida Statutes.

7. **Duration of Agreement; Survival.** This Agreement shall be effective as of the *Effective Date* and shall continue in duration until any and all obligations of the *Parties* have been satisfactorily performed. Any and all of the *Parties'* rights or obligations which by their nature are to continue or be performed after the *Closing*, shall survive the *Closing*.

8. ***Road Improvements* Scope, Design and Construction.** Except as otherwise expressly stated herein, the scope, design and construction of the *Road Improvements* shall be the responsibility of the Operator, at the Operator's expense, and shall be subject to the following conditions:

(a) **Scope**. The *Road Improvements* shall connect to Meridian Road and Bannerman Road on its eastern terminus and to Old Bainbridge Road on its western terminus.

(b) **Design**. The *Road Improvements* shall be designed in accordance with adopted standards for the design of public collector/arterial roads, with any applicable development standards established in the *Land Development Code*, and with any other applicable *Laws*, and shall be subject to the following review process:

(i) Separate and apart from the County's review for approval of any *Permits*, the County shall be entitled to review the *Plans* for the design of the *Road Improvements* and provide recommendations to assist in assuring that such design is consistent with the County's standards.

(ii) The Operator shall submit the *Plans* for *Road Improvements* to the County for review and recommendations at each progress point customary for such roadway design: 30%, 60%, 90%, and 100% of design completion. No later than ten (10) *Business Days* after each such *Plans* receipt by the County, the County shall provide any recommended *Plans* revisions in writing to the Operator; provided, however, that the County shall use reasonable efforts to expedite such review in recognition of the Operator's desire to complete the *Road Improvements* as soon as reasonably possible. Unless otherwise agreed upon by the *Parties*, the County's failure to provide any recommended *Plans* revisions within such timeframe shall be deemed to be the County's acceptance of such *Plans* as submitted for that particular progress point of design completion.

(iii) If the Operator disapproves of the County's recommended *Plans* revisions, the Operator and the County shall attempt in good faith to reconcile the differences by taking part in the informal dispute resolution procedure set forth in Paragraph 32(a) below; provided, however, that the requirement to take part in the informal dispute resolution procedure in this subparagraph 10(a) shall not be applicable to design elements that are required by *Law*.

(c) **Construction.** The *Road Improvements* shall be constructed in accordance with adopted standards for the construction of public collector/arterial roads, shall meet all County ordinances, codes, and standards, and any other *Laws* applicable at the time of construction, and shall provide for all stormwater management and landscaping as the *Laws* require. In consideration for the benefits provided to the County in this Agreement, the County agrees, as part of its *Permit* process, to accept an application fee of $90,000.00, which fee shall be remitted at the time of *Permit* application and prior to any *Permit* review. The County will process the application as required by the *Land Development Code*. Prior to the commencement of construction of the *Road Improvements*, the Operator shall, at the Operator's expense, retain an engineering firm approved by the County to provide construction engineering and inspection services ("*CEI Services*") with a scope of services to include, but not be limited to, the following:

(i) administer, monitor, and inspect the construction contract such that the *Road Improvements* are constructed in reasonable conformity with the *Plans*;

(ii) observe the construction contractor's work to determine the progress and quality of such work, and identify and report discrepancies to the Operator

and the County, and direct the construction contractor to correct such observed discrepancies; and

(iii) inform the Operator and the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the construction contractor and the corrective action that has been directed to be performed by the construction contractor.

9. **Comprehensive Plan Amendment Restriction**. For a period of seven (7) years commencing with the *Effective Date* of this Agreement, the Owner, and its successors and assigns, shall be prohibited from filing an application for an amendment to the *Comprehensive Plan* requesting any increased density or intensity on the property comprising the *Parent Tract*; provided, however, that such prohibition shall not be applicable to any portion of the *Parent Tract* that is located within the Urban Service Area, as that term is defined in the *Land Development Code*. This restriction shall not be deemed to represent the County's support for any such amendments to the *Comprehensive Plan* proposed after the specified period seven-year period.

10. **Conditions Precedent to Conveyance of Leased Property to County**. The County's acceptance of the conveyance of the *Leased Property* by the Owner shall be subject to the satisfaction of each and every of the following conditions:

(a) The County shall be entitled to review the *Plans* for the design of the *Road Improvements* in accordance with Paragraph 8(b) above.

(b) No later than ten (10) *Business Days* prior to *Closing*, the Owner shall deliver to the County a true copy of the *Maintenance Standards*, in a form acceptable to the County, to be incorporated by amendment into the *Operation and Lease Agreement*; and an executed copy of such amendment to the *Operation and Lease Agreement* shall be delivered to the County at, or prior to, *Closing*.

(c) Upon reaching the *Final Project Acceptance Date* of the completed *Toll Road Project*, the Owner shall convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement* subject to the following terms and conditions:

(i) The *Closing* shall take place no later than twenty (20) *Business Days* after the *Final Project Acceptance Date*, unless extended by agreement between the Owner and the County, at the law offices of Gardner, Bist, Wiener, Wadsworth & Bowden, P.A., 1300 Thomaswood Drive, Tallahassee, FL 32308, Tallahassee, Florida, or at such other location as agreed upon by the *Parties*;

(ii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner shall deliver to the County the final form of the legal descriptions for the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* for use by the County, at the County's expense, in obtaining a title commitment;

(iii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner, at the Owner's expense, shall deliver to the County surveys of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, which surveys shall:

1. have been prepared in accordance with ALTA standards by a licensed surveyor or engineer;
2. be certified to the County and the title company;
3. be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the title commitment; and
4. be in form and content acceptable to the County, including delivery of a computer disk and shall show all matters disclosed in the title commitment.

(iv) No later than ten (10) *Business Days* prior to *Closing*, the County shall notify the Owner in writing of any unacceptable title defects in the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, and such title defects shall be cured by Owner, at Owner's expense, prior to *Closing*;

(v) The Owner shall convey marketable title to the *Leased Property* and the *Recreational Trails* by general warranty deed subject only to:

1. zoning, restrictions, prohibitions, and other limitations imposed by governmental authority;
2. public utility easements of record;
3. any and all restrictions of record, exceptions, or other such matters as are set forth in the title commitment; and
4. the reservation of the Owner's right to cross in accordance with Paragraph 5(c) above.

(vi) The Owner shall convey the *Scenic Easements* by perpetual easement for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and subject to the following conditions:

1. that such use shall not prohibit the use of such easement for any stormwater management required for the development of the *Recreational Trails*, provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; and
2. that the Owner shall reserve the right to cross such easements in accordance with Paragraph 5(c) above.

(vii) Any and all taxes and special assessments which are a lien upon the *Leased Property* or the *Recreational Trails* on or prior to the date of *Closing* (except current ad valorem taxes which are not yet due and payable) shall be paid by the Owner. With regard to any current ad valorem taxes levied against the *Leased Property* or *Recreational Trails*, the Owner shall at *Closing*, in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of *Closing*, based upon the current assessment and millage rates on the *Leased Property* and *Recreational Trails*. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for that current year shall stand canceled.

(viii) Any and all documentary stamp taxes and transfer taxes payable in connection with the conveyance of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the cost of the surveys, and the recording costs to cure any title or survey defects shall be paid by Owner. The County shall pay the cost to record the deeds and the easements, and the costs attributable to the issuance of the owner's title insurance policy.

11. **Operation Rights and Maintenance Responsibilities.** Except as otherwise provided in this Agreement, upon the conveyance to the County of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the Parties' operation rights and maintenance responsibilities, and the costs associated therewith, shall be as follows:

(a) The Operator shall be entitled to operate the *Toll Road Project* and shall be responsible for the maintenance thereof.

(b) The County shall be entitled to operate the *Recreational Trails* and shall be responsible for the maintenance thereof.

(c) The Owner shall be responsible for the maintenance of the *Scenic Easements*.

12. **Stormwater Management Facilities; Owner's Use; Design.** The Owner shall have the exclusive right to utilize any water contained in the stormwater management facilities located on the *Leased Property*, provided such use does not adversely affect the ability of such stormwater management facilities to function as designed. All stormwater management facilities constructed by the Operator on the *Leased Property* shall be designed to meet applicable County standards at the time of the Operator's application for such *Permits* and shall include accommodations within the boundaries of the *Leased Property* for vehicular ingress and egress to such facilities for maintenance purposes.

13. **Operator's Abandonment of Proposed Construction.** If the Owner decides to not construct the *Toll Road Project*, the Owner shall notify the County, in writing, and request that the County terminate this Agreement. The County agrees to expeditiously approve such request.

14. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:	Leon County Department of Public Works Attn: Director of Engineering Services 2280 Miccosukee Road Tallahassee, Florida 32308
Copy to:	Leon County Attorney's Office Attn: Herbert W. A. Thiele, Esquire Leon County Courthouse 301 South Monroe Street Tallahassee, Florida 32301
For the Owner:	Orchard Pond, LLC c/o
Copy to:	David A. Theriaque, Esquire Theriaque & Spain 433 North Magnolia Drive Tallahassee, Florida 32308

15. **Amendment.** This Agreement may be amended by mutual written consent of the *Parties* so long as the amendment meets the requirements of Florida law.

16. **Applicable Laws, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

17. **Assignment.** Any of the *Parties* may assign this Agreement with the approval of the other two *Parties*, which shall not be unreasonably withheld; provided, however, that such assignment shall be permitted only to the extent that it will not result in the Operator's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity.

18. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the *Parties* of this Agreement.

19. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Paragraph 2 above.

20. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

21. **Due Diligence.** The *Parties* shall each use due diligence in performing their obligations under this Agreement.

22. **Enforcement; Attorneys' Fees.** If any *Party* defaults in the performance of any of the terms, agreements, or conditions contained in this Agreement and another *Party* places the enforcement of this Agreement, or any part thereof, in the hands of an attorney who files suit upon the same and should such non-defaulting *Party* prevail in such suit, the defaulting *Party* shall, to the extent allowed by *Law*, pay the other *Party's* reasonable attorneys' fees and costs. Nothing herein shall be construed to be a waiver of the County's sovereign immunity..

23. **Entire Agreement.** This Agreement represents the *Parties'* entire agreement and no prior or present agreements or representations shall be binding upon any of the *Parties* unless specifically incorporated herein by reference, whether such prior or present agreements have been made orally or in writing.

24. **Exhibits.** All exhibits attached hereto, except **Exhibit "B,"** contain additional terms of this Agreement and are incorporated herein by reference.

25. **Force Majeure.** The County shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the County's control, including, but not limited to, war; force of nature (by way of illustration but not by way of limitation, fire, earthquake, and sinkholes); labor disputes; and manufacturing, supplier, or transportation shortages or delays.

26. **Joint Preparation.** This Agreement has been drafted with the participation of the *Parties* and their counsel, and shall not be construed against any *Party* on account of draftsmanship.

27. **Severability.** If any provision of this Agreement should be declared invalid by a final and non-appealable order, decree, or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such provision had not been inserted.

28. **Termination.** This Agreement may be terminated by mutual written consent of the *Parties* subject to the terms and conditions herein.

29. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

30. **Approval.** This Agreement was approved by the County after one (1) public hearing before the County Commission on July 9, 2013.

31. **Indemnification.** If this Agreement is challenged by any person, other the Owner or Operator, as being inconsistent with the *Comprehensive Plan* or the *Land Development Code*, an abuse of discretion, unconstitutional, or otherwise invalid or unlawful for any reason, the Owner and the Operator shall diligently defend this Agreement against such action and shall be liable for and hold the County, its officers, officials, and employees harmless from any costs, fees, damages, and attorney's fees which may be assessed against the County, its officers, officials, and employees by reason thereof. At its option, the County may defend itself, with

Owner and Operator being responsible for the cost of the County's defense. Such indemnification is limited to the execution of this Agreement and does not include any liability arising out of the operation of the *Toll Road Project.*

32. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve disputes that may arise under this Agreement as follows:

(a) **Expedited Procedure for *Road Improvements* Design Disputes.** The Operator and the County agree that, no later than three (3) *Business Days* after the County's receipt of written notice from the Operator of a disagreement with the County's recommended Plans revisions as provided in Paragraph 8(b) above, the designated representative of each such *Party* shall meet to discuss the resolution of such disagreement. The County's designated representative shall be selected by the County Administrator and shall have the authority to resolve the disagreement without further action of the County's Board of County Commissioners or other authority. The Operator shall also select a designated representative who shall be authorized to resolve the disagreement without further action required by the Operator's Board of Directors or other authority. If, within two (2) *Business Days* after their first meeting on the matter, the designated representatives are unable to resolve the disagreement, the matter shall be presented to the Engineering Design Panel (as determined hereinbelow), who shall expeditiously resolve the disagreement by majority vote. The Engineering Design Panel shall be determined as follows:

(i) No later than ten (10) *Business Days* after the Effective Date of this Agreement, the County and the Operator shall identify to each other an engineering consultant with at the least ten (10) years of substantial transportation design engineering experience in Florida.

(ii) The two engineering consultants identified by the County and the Operator shall in turn select, no later than ten (10) *Business Days* after being identified, an impartial third engineering consultant with similar qualifications who, together with such two engineering consultants, shall comprise the Engineering Design Panel.

(iii) The payment of any and all costs associated with the services provided by each of the engineering consultants identified by the *Parties* pursuant to Paragraph 32(a)(i) above, shall be the responsibility of the *Party* that identified each such engineering consultant.

(iv) The payment of any and all costs associated with the services provided by the third engineering consultant selected pursuant to Paragraph 32(a)(ii) above, shall be the joint responsibility of the County and the Operator to be paid in equal shares.

(b) **Procedures for All Other Disputes.** The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or

other such authority, prior to or simultaneously with resorting to any formal action or legal proceedings with any court, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Paragraph 32, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the *Parties* hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Signed, sealed, and delivered
in the presence of:

ORCHARD POND, LLC

By: SMan Management, LLC
Its: Manager

By: _____
Jeffrey S. Phipps
Its: Manager

Date: 8-13-13

Destiny Bartlett
Print: Destiny Bartlett

SR
Print: Stevey Roberts

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC
PRINTED NAME
My commission expires:

DIANA HAYS
MY COMMISSION # EE 209239
EXPIRES: September 5, 2014
Bonded Thru Notary Public Underwriters

ORCHARD POND GREENWAY, LLC

By: SMan Management, LLC
Its: Manager

By: _____
Jeffrey S. Phipps
Its: Manager

Date: 8.13.13

Destiny Bartlett
Print: Destiny Bartlett

Print: Stevey Roberts

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC
Diana Hays
PRINTED NAME
My commission expires:

DIANA HAYS
MY COMMISSION # EE 209239
EXPIRES: September 5, 2014
Bonded Thru Notary Public Underwriters

LEON COUNTY, FLORIDA

By: _____
Nick Maddox, Chairman
Board of County Commissioners

Date: 8/14/13

ATTESTED BY:
Bob Inzer, Clerk

John Stott, Deputy Clerk

APPROVED AS TO FORM:
County Attorney's Office

By: _____ Daniel J. Rip for 8/14/13
Herbert W. A. Thiele, Esquire
County Attorney

EXHIBIT "A"

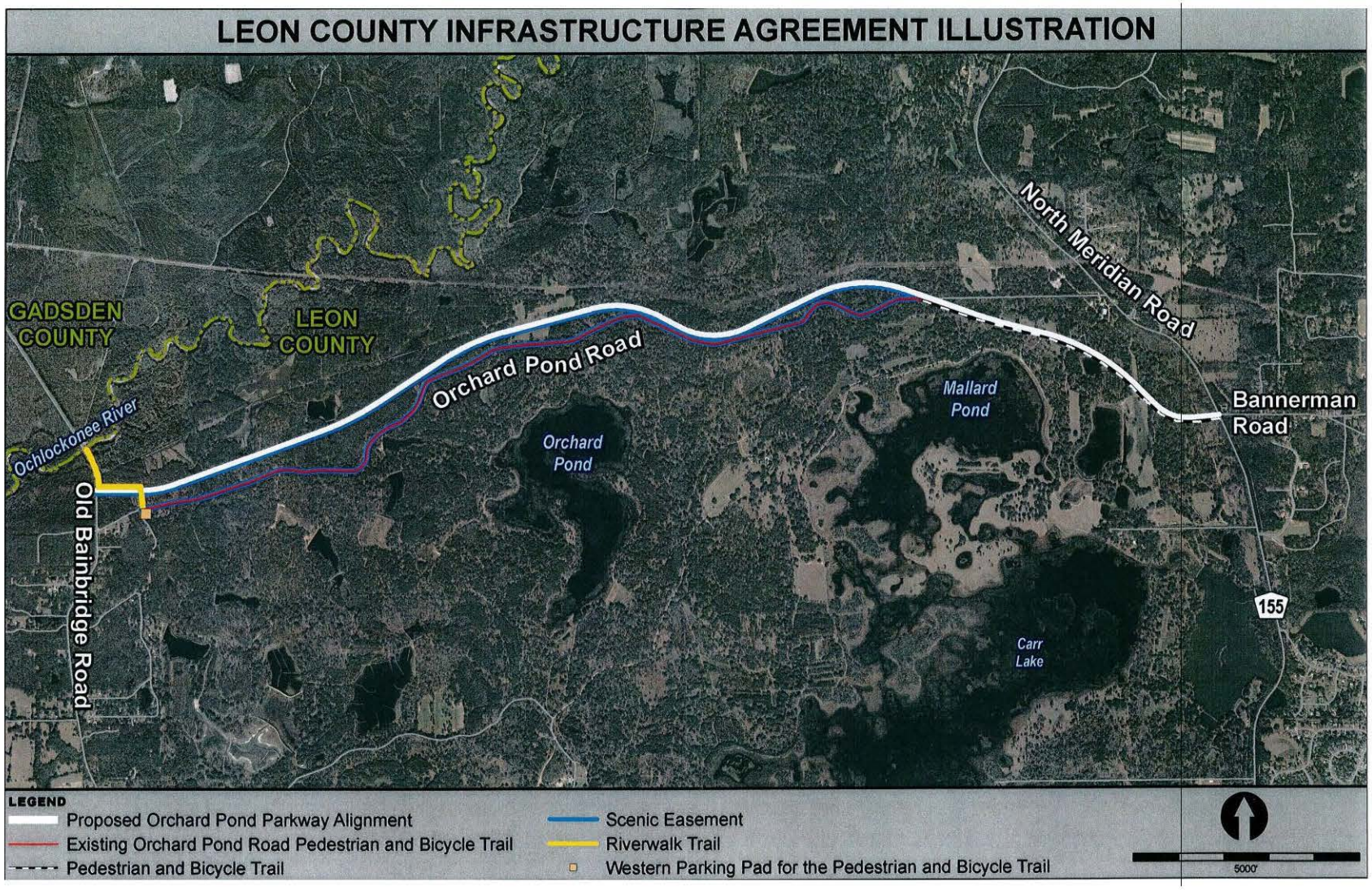
LEON COUNTY INFRASTRUCTURE AGREEMENT ILLUSTRATION
GADSDEN COUNTY
LEON COUNTY
Ochlockonee River
Old Bainbridge Road
Orchard Pond Road
Orchard Pond
Mallard Pond
Carr Lake
North Meridian Road
Bannerman Road
155
LEGEND
Proposed Orchard Pond Parkway Alignment
Existing Orchard Pond Road Pedestrian and Bicycle Trail
Pedestrian and Bicycle Trail
Scenic Easement
Riverwalk Trail
Western Parking Pad for the Pedestrian and Bicycle Trail
5000'

EXHIBIT "B"

TOLL ROAD OPERATION AND LEASE AGREEMENT

THIS TOLL ROAD OPERATION AND LEASE AGREEMENT ("Agreement") is made and entered into as of the *Effective Date* (as defined in Section 1.2.10 below), by and among **ORCHARD POND, LLC**, a Florida limited liability company, and its successors and assigns ("Lessor"), and **ORCHARD POND GREENWAY, LLC**, a Florida limited liability company, and its successors and assigns ("Lessee").

RECITALS

WHEREAS, the Lessor owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract*); and

WHEREAS, the Lessee desires to construct a toll road project known as the Orchard Pond Parkway upon that certain portion of the Parent Tract described on Exhibit "A" hereto, and which is made a part hereof by reference (the *Leased Property* as hereinafter defined); and

WHEREAS, the Lessor, the Lessee, and the *County* (as hereinafter defined), have entered into a Tri-Party Infrastructure and Conveyance Agreement dated _____, 2013 (the *Infrastructure and Conveyance Agreement* as hereinafter defined), regarding the construction of the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined) on the *Leased Property*; and

WHEREAS, the *Road Improvements* (as hereinafter defined) will become part of the *Leased Property* and will be owned in fee simple by, and belong to, the Lessor

WHEREAS, pursuant to the *Infrastructure and Conveyance Agreement*, the Lessor is required to convey the *Leased Property* to the County, together with an assignment of this Agreement, no later than thirty (30) days after the substantial completion of the *Toll Road Project*, after which the County will become the successor Lessor for the purpose of this Agreement; and

WHEREAS, to facilitate the performance of its obligations under the *Infrastructure and Conveyance Agreement*, the Lessor desires to lease the *Leased Property* to the Lessee, and the Lessee desires to lease the *Leased Property* from the Lessor and to construct, install, and place the *Toll Road Project* upon the *Leased Property* for the purposes of operating the *Toll System* (as hereinafter defined) and providing the *Toll Services* (as hereinafter defined) in connection therewith, all as hereinafter provided; and

WHEREAS, the Lessor desires to lease the *Leased Property* to the Lessee and grant the Lessee the exclusive right, license, and franchise to receive the *Toll Revenues* (as hereinafter defined) from the *Toll Road Project* and provide the *Toll Services* in connection therewith, all as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties, and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee covenant and agree as follows:

Article 1.
RECITALS, DEFINITIONS AND INTERPRETATION

1.1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

1.2. **Definitions.** Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

1.2.1. ***Agreed Upon Rate*** means the rate of interest payable on judgments and decrees as published by the Florida Department of Financial Services pursuant to Section 55.03(1), Florida Statutes, as may be amended.

1.2.2. ***Approved Additional Investment*** means any *Capital Investment* made by the Lessee, or its successors and assigns, which is directly attributable to the completion of any real property improvements that result in a positive Traffic Impact on the Toll Road Project or otherwise provide an enhancement to the Toll Road Project, and that are:

1.2.2.1. commenced no less than one year after the initial construction, completion, and opening of the *Toll Road Project*; and

1.2.2.2. one or more of the following types of real property improvements:

1.2.2.2.1. improvements or upgrades to the *Toll Road Project* required to support an increase in traffic resulting from the positive *Traffic Impact*;

1.2.2.2.2. new bicycle or pedestrian paths or trails, or improvements or upgrades to any such existing paths or trails, located on or adjacent to the *Leased Property*;

1.2.2.2.3. new nature and wildlife trail systems, or improvements or upgrades to any such existing systems, located on or adjacent to the *Leased Property*;

1.2.2.2.4. installation of noise control measures, including, but not limited to, landscaping and buffers, located on or adjacent to the *Leased Property*;

1.2.2.2.5. construction of a new road located adjacent to the *Leased Property* which results in a positive *Traffic Impact*;

1.2.2.2.6. not a part of the Lessee's maintenance or repair obligations set forth in Section 2.6.3 below; or

1.2.2.2.7. any other improvements as may be negotiated or otherwise agreed upon by the *Parties* in accordance with this Agreement.

1.2.3. ***Authorization*** means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, *Permit*, notarization, or other requirement of any *Governmental Authority* that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

1.2.4. ***Business Day*** means any means any day occurring Monday through Friday, except when such day is deemed to be a *Holiday* (as hereinafter defined). .

1.2.5. ***Capital Investment*** means the contribution of cash or land. The dollar amount of a contribution of land shall be measured by the fair market value of the land as of the date on which the construction of any *Approved Additional Investments* commences.

1.2.6. ***Contractor*** means, with respect to a *Person*, any contractor with whom such *Person* contracts to perform work or supply materials or labor in relation to the *Toll Road Project*, including any subcontractor of any tier, supplier, or materialman directly or indirectly employed pursuant to a subcontract with a *Contractor*, but excluding any attorney and/or financial advisor retained by the Lessee to provide advice in relation to the financing of the *Toll Road Project* and the acquisition, construction, and installation of the *Toll Road Project*. All *Contractors* retained by the Lessee shall meet the requirements set forth in the *Maintenance Standards*.

1.2.7. ***County*** means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

1.2.8. ***Designated Person*** means the *Representative* of each *Party* who is designated as such for the purposes of Section 15.2.

1.2.9. ***Discretion*** with respect to any *Person* means the sole and absolute discretion of such *Person*, unless otherwise qualified or limited.

1.2.10. ***Effective Date*** means the date on which the last *Party* signed this Agreement.

1.2.11. ***Emergency*** means any occurrence, or threat thereof, whether natural, technological or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

1.2.12. ***Encumbrance*** means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, claim, deficiency in title or chain of ownership, trust, deemed trust, or encumbrance of any nature whatsoever, whether arising by operation of *Law* or otherwise created.

1.2.13. ***End Date*** means the date on which this Agreement expires or is terminated.

1.2.14. ***FDOT-AJG-12 Insurance Policy*** means the sample copy of the State of Florida, Department of Transportation Bridge, Property and Business Interruption Insurance, Policy Number FDOT-AJG-12 provided by the Lessee as an example of the insurance coverage that the Lessee intends to obtain for the *Toll Road Project.*

1.2.15. ***Governmental Authority*** means any court, federal, *State*, *County*, local (including all municipalities, municipal authorities, and districts), or foreign government, department, commission, board, bureau, agency, or instrumentality or other regulatory, administrative, governmental, or quasi-governmental authority.

1.2.16. ***Holiday*** means any of the following days on which the *County* closes for business in observance of a holiday: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

1.2.17. ***Infrastructure and Conveyance Agreement*** means the Tri-Party Infrastructure and Conveyance Agreement dated _____, 2013, entered into between the Lessor, the Lessee, and the *County* regarding the construction and conveyance of the *Toll Road Project.*

1.2.18. ***Interference Event*** means an event that results in a negative *Traffic Impact* that is directly and exclusively attributable to a detour of traffic which:

1.2.18.1. is necessitated by the construction or repair of a road, as that term is defined in Section 334.03, Florida Statutes (2012), by, or on behalf of, the Lessor;

1.2.18.2. prevents traffic from entering the *Toll Road Project* at the entrance nearest such detour;

1.2.18.3. continues for a period not less than twelve (12) consecutive hours; and

1.2.18.4. is not the result of an *Emergency*.

1.2.19. ***Law*** means any applicable federal, state, or local law, rule, or regulation.

1.2.20. ***Leased Property*** means the land comprising the portion of the Parent Tract described on Exhibit "A" together with any and all *Road Improvements* and excluding any *Toll Operations Improvements*.

1.2.21. ***Leasehold Mortgage*** means any lease, indenture, pledge, mortgage, deed of trust, or other security agreement or arrangement, including a securitization transaction with respect to Toll Revenues, encumbering any or all of the *Lessee Interest* and that

satisfies all of the conditions in Section 16.1 below. A *Leasehold Mortgage* shall not attach to the Lessor's fee simple estate in the *Leased Property*.

1.2.22. ***Leasehold Mortgage Debt*** means any bona fide debt secured by a *Leasehold Mortgage*, including:

1.2.22.1. principal;

1.2.22.2. accrued interest, including capitalized interest;

1.2.22.3. customary fees, costs, premiums, expenses, and reimbursement obligations with respect thereto owed to lenders, financial insurers, agents, trustees, and similar service providers;

1.2.22.4. all payment obligations under interest rate hedging agreements with respect thereto, including accreting interest rate hedging agreements; and

1.2.22.5. reimbursement obligations under any credit enhancement with respect thereto.

1.2.23. ***Leasehold Mortgagee*** means the holder or beneficiary of a *Leasehold Mortgage*, including a financial insurer or guarantor, or an agent, trustee, or other representative or designee of such a holder or beneficiary. Any references in this Agreement to the *Leasehold Mortgagee* shall be references to the *Leasehold Mortgagee* or *Representative* of more than one *Leasehold Mortgagee*, acting on behalf of such *Leasehold Mortgagees*, whose notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements* unless the context otherwise requires.

1.2.24. ***Leasehold Mortgagee Notice Requirements*** means the delivery, by a *Leasehold Mortgagee* to the Lessor, not later than ten (10) *Business Days* after the execution and delivery of a *Leasehold Mortgage* by the Lessee, of a true and complete copy of the executed original of such *Leasehold Mortgage*, together with a written notice containing the name and address of such *Leasehold Mortgagee*.

1.2.25. ***Lessee Interest*** means the interest, benefits, and rights of the Lessee, and its successors and assigns in the leasehold estate created by this Agreement, Lessee's ownership rights in the *Toll Operations Improvements*, and any and all of the other rights and obligations of the Lessee under this Agreement, including the interest and franchise described in Section 2.1 below.

1.2.26. ***Losses*** mean any loss, liability, damage, penalty, charge, or out-of-pocket and documented cost or expense, excluding any punitive, special, indirect, and consequential damages and any contingent liability until such liability becomes actual; provided that all actual payments reasonably made by any *Person* to third parties or reasonable out-of-pocket and documented costs or expenses actually suffered or incurred by any *Person* in respect of claims made by third parties shall constitute *Losses* of such *Person* whether or not such payments or such costs and expenses relate to punitive, special, indirect, and consequential damages or contingent liabilities of such third parties. The use of the term *Losses* in this Agreement shall in no way be deemed a *Party's* admission of liability for such *Losses* or a waiver of a Party's defenses against a claim for *Losses*.

1.2.27. ***Maintenance Standards*** means the standards prescribed for the operation and conduct of the *Road Improvements* as set forth in Section 5.1 below.

1.2.28. ***Operating Agreements*** means any and all material agreements, contracts, or commitments to which the Lessee is a party or otherwise relating to the *Road Improvements*, *Maintenance Standards*, or *Toll Operations* as in force from time to time including, but not limited to, warranties or guaranties, or toll operation and enforcement contracts, but excluding any *Leasehold Mortgage* and financing documents related thereto.

1.2.29. ***Parent Tract*** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

1.2.30. ***Party*** means a party to this Agreement and "Parties" means all of them.

1.2.31. ***Permanent Closure*** means the occurrence of the *Toll Road Project* being permanently closed for use by the public, which permanent closure is directly and exclusively attributable to an action by the Lessor.

1.2.32. ***Permits*** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements* and the *Toll Operations Improvements* as contemplated by the *Plans* and as provided for in this Agreement.

1.2.33. ***Permitted Lessee Encumbrance*** means any of the following *Encumbrances* permitted to be placed on the Lessor's fee simple ownership of the *Leased Property* through actions of the Lessee:

1.2.33.1. any *Encumbrance* that is being contested in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.33.2. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of business of the *Road Improvements*, *Maintenance Standards*, or *Toll Operations* or the Lessee's performance of its obligations hereunder, and in respect of obligations that are not delinquent or are being contested by the Lessee in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*; and

1.2.33.3. any *Encumbrance* consented to in writing by the Lessor.

1.2.34. ***Permitted Lessor Encumbrance*** means any of the following *Encumbrances* permitted to be placed on the *Leased Property* through actions of the Lessor:

1.2.34.1. the rights and interests of the Lessee under this Agreement;

1.2.34.2. any *Encumbrance* that is being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.3. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of the Lessor's maintenance or repair of the *Leased Property* upon the Lessee's failure to do so as obligated in this Agreement or the Lessor's performance of its obligations hereunder, and in respect of such obligations that either are not delinquent or are being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.4. any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health, or safety *Law* relating to the development, use, or operation of the *Toll Road Project*, or other similar reservation, right, and restriction, or other defects and irregularities in the title to the *Leased Property* that do not materially interfere with the *Toll Operations*, in whole or in part, or the rights and benefits of the Lessee under this Agreement or materially impair the value of the *Lessee Interest*;

1.2.34.5. any right reserved to or vested in any *Governmental Authority* by any statutory provision;

1.2.34.6. any other *Encumbrance* permitted hereunder;

1.2.34.7. any *Permitted Lessee Encumbrance*;

1.2.34.8. any rights reserved to or vested in the Lessor by any statutory provision;

1.2.34.9. any *Encumbrance* consented to in writing by the Lessee; and

1.2.34.10. any amendment, extension, renewal, or replacement of any of the foregoing.

1.2.35. ***Permitted Use*** means the limitation on the use of the *Leased Property* as set forth in Section 2.4 below.

1.2.36. ***Person*** means any individual (including, the heirs, beneficiaries, executors, legal representatives, or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association, or other entity or a *Governmental Authority*, and such Person's permitted successors and assigns.

1.2.37. ***Plans*** means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements* or *Toll Operations Improvements*.

1.2.38. ***Reporting Year*** means each fiscal year of the Lessee ending September 30 during the *Term*, except that unless the Closing Date is the first day of January, the first Reporting Year shall be a partial year commencing on the Closing Date and ending on the next September 30 and the last Reporting Year shall be a partial Reporting Year commencing January 1 of such Reporting Year and ending on the *End Date*.

1.2.39. ***Representative*** means, with respect to any *Person*, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, *Contractor*, other *Person* for whom such *Person* is responsible at law or other representative of such *Person* and any professional advisor, consultant, or engineer designated by such *Person* as its "Representative."

1.2.40. ***Restoration or Restore*** means, with respect to any property loss, destruction, or damage of the *Toll Road Project*, to repair, rebuild, or restore the affected parts of the *Toll Road Project* to at least the same condition in which they were before the occurrence of such casualty loss, destruction, or damage.

1.2.41. ***Road Improvements*** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

1.2.42. ***State*** means the State of Florida including any agency or instrumentality thereof.

1.2.43. ***Term*** has the meaning as set forth in Section 2.3 below.

1.2.44. ***Termination Date*** means the date on which this Agreement is terminated by either *Party* for any reason other than the expiration of the *Term*.

1.2.45. ***Toll Operations*** means:

1.2.45.1. the construction, operation, management, maintenance, repair, and rehabilitation of, and *Toll Revenues* collection from, or in connection with, the *Toll Operations Improvements*; and

1.2.45.2. any and all other actions relating to the operation of, and *Toll Revenues* collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Lessee pursuant to this Agreement.

1.2.46. ***Toll Operations Improvements*** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of *Toll Revenues*.

1.2.47. ***Toll Revenues*** has the meaning as set forth in Section6.1.2.1 below.

1.2.48. ***Toll Road Project*** means the *Road Improvements* together with the *Toll Operations Improvements*.

1.2.49. ***Toll Road Purposes*** means the use of the *Toll Road Project* for transportation in a manner consistent with the operation by the Lessee of controlled access public roadway in accordance with any and all *Permits* and applicable *Laws*, and always in compliance with the *Maintenance Standards*.

1.2.50. ***Toll Services*** means the services to be provided to the public by the Lessee in its capacity as grantee of the rights to operate the *Toll Road Project* pursuant to Section 2.1 below.

1.2.51. ***Traffic Impact*** means a measurable effect on the number of vehicles using the *Toll Road Project*, which effect can be either positive, resulting in an increase in vehicular traffic, or negative, resulting in a decrease in vehicular traffic.

1.2.52. ***Transfer*** means to sell, convey, assign, delegate, lease, sublease, mortgage, encumber, transfer, or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise.

1.2.53. ***Transferee*** means any *Person* to whom the Lessee conveys, or purports to convey, any or all of the *Lessee Interest*.

1.3. **Trade Meanings.** Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Article 2.
THE TRANSACTION; TITLE; COVENANTS

2.1. **Right to Operate *Toll Road Project*.**

2.1.1. During the *Term* of this Agreement, and upon the terms and conditions set forth herein, the Lessor shall and does hereby grant to the Lessee the exclusive right, license, and franchise to conduct and perform the *Toll Operations* and to collect, receive, and use the *Toll Revenues* for *Toll Road Purposes* as provided for herein.

2.1.2. The Lessee hereby agrees to conduct and perform the *Toll Operations*, and to collect, use, and apply the *Toll Revenues*, in the manner and upon the terms and conditions provided for herein.

2.2. **Grant of Lease; Consideration and Rent.** Upon the terms and subject to the conditions of this Agreement, during the *Term* of this Agreement:

2.2.1. The Lessor shall and does hereby lease, let, and devise to the Lessee, for use as set forth herein, the *Leased Property*, free and clear of *Encumbrances* other than *Permitted Lessor Encumbrances* for and during the *Term*, and the Lessee hereby accepts such lease, let, and devise from the Lessor.

2.2.1.1. The Lessor and Lessee acknowledge and agree that the legal description of the *Leased Property* will not be available in its final form until after

the completion of the *Road Improvements* and, as such, the description and depiction of the *Leased Property* in the Exhibit "A" on the *Effective Date* of this Agreement is only a conceptual plan and is not intended to be the final form of the legal description.

2.2.1.2. Upon the completion of the *Road Improvements*, the Lessee shall forthwith complete the legal description of the *Leased Property* and forward it to the Lessor for review and approval, Upon the Lessor's approval, the Lessee shall prepare for the *Parties'* execution an amendment to this Agreement to incorporate herein the final form of such legal description. Upon execution by the *Parties'*, an amendment to the recorded Memoranda of Lease shall be prepared and recorded in accordance with Section 2.7 below.

2.2.2. This lease, let, and devise of the *Leased Property* is granted to the Lessee by the Lessor in consideration for the Lessee's construction and operation of the *Toll Road Project* upon the Leased Property and for the Lessee's use of the *Leased Property* to provide the *Toll Operations* and *Toll Services* throughout the *Term*. In addition, the Lessee hereby agrees to pay rent to the Lessor in the annual amount of One and 00/100 Dollars ($1.00), to be delivered annually no later than October 1 to the Lessor at the address provided in Section 18.18.1 below.

2.3. ***Term* and Extensions.**

2.3.1. ***Term***. This Agreement shall commence on ___ day of _____, 2013 and shall continue in effect until the date that is ninety-nine (99) years thereafter, unless terminated sooner or extended pursuant to the terms hereof.

2.3.2. **Extension for *Approved Additional Investment*.** In the event the Lessee causes any *Approved Additional Investment(s)* to be made, the *Term* shall be extended automatically. The period of such extension shall be determined and evidenced as follows:

2.3.2.1. The extension shall be determined by multiplying ninety-nine (99) years times a fraction, the numerator of which shall be the dollar amount of the *Approved Additional Investment* and the denominator of which shall be Five Million and 00/100 Dollars ($5,000,000.00). Notwithstanding the foregoing, in no event shall any extension for an *Approved Additional Investment*, when added to the time remaining under the existing *Term* immediately prior to such extension, exceed ninety-nine (99) years.

2.3.2.2. Upon the occurrence of such extension, the Lessee, at Lessee's expense, shall prepare for the *Parties'* execution an amendment to the recorded Memoranda of Lease which reflects the new *Term* as extended and which, upon the Parties' execution, shall be recorded in accordance with Section 2.7 below.

2.4. **Permitted Use**. The Lessee's use of the Leased Property shall be limited to conducting *Toll Operations* and constructing, installing, operating, and maintaining any and all *Road Improvements* and *Toll Operations Improvements*, and any other such activities necessary to conduct *Toll Operations*.

2.5. **Title to the *Leased Property* and the *Toll Operations Improvements*.**

2.5.1. Notwithstanding anything to the contrary in this Agreement, the *Leased Property*, as defined in Section 1.2.20 above, shall during the *Term* of this Agreement be owned in fee simple by, and belong to, the Lessor. All benefits and burdens of ownership of the *Leased Property*, including title, depreciation, tax credits, and all other tax items, shall be and remain in the Lessor during the *Term* of this Agreement; provided, however, that to the extent the Lessee may claim any depreciation, tax credit, or other such tax benefit by virtue of its operation of the *Toll Road Project*, the Lessor shall, to the extent allowed by *Law*, cooperate with the Lessee in executing any documentation necessary to allow the Lessee to make such claim.

2.5.2. The ownership of the *Toll Operations Improvements* during the *Term* of this Agreement shall be deemed to be the property of the Lessee separate and apart from the real property comprising the *Leased Property* and, as such, the ownership of the *Toll Operations Improvements* shall be and remain in the Lessee during the *Term* of this Agreement.

2.5.3. The Lessor and the Lessee agree that:

2.5.3.1. the Lessor's ownership in fee simple of the *Leased Property*, the Lessee's leasehold estate in the *Leased Property* granted hereby, and the Lessee's ownership in the *Toll Operations Improvements* each is and shall be separable, one from the others;

2.5.3.2. title to the *Toll Operations Improvements* may, subject to the terms of this Agreement, be effectively transferred without a conveyance of the leasehold estate created hereby;

2.5.3.3. the leasehold estate created hereby may, subject to the terms of this Agreement, be effectively conveyed without a transfer of title to the *Toll Operations Improvements*;

2.5.3.4. upon any conveyance of the Leased Property by the Lessor, or its successors and assigns, as allowed pursuant to Section 18.3.2 below, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the Leased Property other than the leasehold estate created hereby; and

2.5.3.5. upon expiration or other termination of this Agreement, either by the Lessee's election or by the Lessor's election resulting from a default by the Lessee, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the Leased Property.

2.6. **Covenants.**

2.6.1. **Injunctions**. If any *Governmental Authority* of competent jurisdiction at any time issues a preliminary or permanent injunction, temporary restraining order, or

other order which would prohibit or materially restrict, hinder, or adversely affect the performance by any *Party* of its obligations hereunder, each *Party* shall use all reasonable efforts to have such injunction, decree, or order dissolved or otherwise eliminated, or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as may be reasonably possible. Any and all costs incurred by any *Party* pursuant to any action taken in accordance with this Section 2.6.1 shall be borne by the *Party* against whom such injunction, restraining order, or other order has been entered or whose alleged action or inaction in violation of applicable *Law* is the basis for issuance of such injunction, restraining order, or other order.

2.6.2. **Construction of Toll Road Project**. The Lessee shall cause the *Toll Road Project* to be constructed, placed, and/or installed upon the Leased Property in accordance with Article 4 below.

2.6.3. **Operation of the *Toll Road Project*.** Upon completion of the *Toll Road Project*, the Lessee shall, at Lessee's expense, be responsible for the *Toll Operations* and shall otherwise cause the *Toll Road Project* to be operated in the ordinary course in the manner provided for herein and consistent with the *Permits* and all applicable *Laws* and other government *Permits*, licenses, and approvals. The Lessee's responsibility to conduct the *Toll Operations* shall be at Lessee's expense and shall include, but not be limited to, the following:

2.6.3.1. the maintenance and repair of the *Road Improvements* in accordance with the *Maintenance Standards* as set forth in Article 5 below;

2.6.3.2. the maintenance and repair of the *Toll Operations Improvements*;

2.6.3.3. the performance, in all material respects, of all of its obligations under the *Operating Agreements* and not to enter into any *Operating Agreements* other than in the ordinary course of business, and not to incur any indebtedness or *Encumbrances*, other than *Permitted Lessee Encumbrances*; and

2.6.3.4. cause the *Road Improvements* to be operated in accordance with the *Maintenance Standards* and, together with the *Toll Operations Improvements*, in all material respects in accordance with all applicable *Laws*, except to the extent any non-compliance is being contested in good faith by appropriate proceedings.

2.6.3.5. further, the Lessee shall have the sole right, in accordance with Article 6 below, to determine and set the amounts of all tolls to be charged for the use of the *Toll Road Project* and to collect the same.

2.6.4. **Access to Information**. During the *Term*, the Lessee shall, from time to time and upon receipt of reasonable prior written notice, provide the Lessor reasonable assistance with respect to claims or actions brought by or against third parties based upon events or circumstances concerning the *Toll Road Project* and, in that regard, the Lessee shall:

2.6.4.1. provide reasonable assistance in the collection of information or documents; and

2.6.4.2. make the Lessee's employees available when reasonably requested by the Lessor.

2.7. **Memoranda of Lease.** At the time of closing, the Lessor and the Lessee shall execute and deliver one (1) or more memoranda of lease (collectively, "Memoranda of Lease") in a form reasonably agreed to by them, which they shall record in the official records of Leon County. To the extent that changes are made to this Agreement with respect to the *Term*, the *Leased Property*, or other material matters set forth in the recorded Memoranda of Lease, the Lessor and the Lessee shall execute, deliver, and record an amendment to the recorded Memoranda of Lease reflecting such changes. The Lessor and the Lessee agree not to record this Agreement itself such official records.

Article 3.
TERMS OF THE LEASE

3.1. **Quiet Enjoyment.** Without limiting any of its remedies upon and during the continuance of a Lessee Default, the Lessor agrees that the Lessee shall, at all times during the *Term*, be entitled to and shall have the quiet possession and enjoyment of the Leased Property and the rights and privileges granted to the Lessee hereunder, subject to the provisions contained in this Agreement. The Lessor and the Lessee acknowledge that the Lessee's rights to operate the *Toll Road Project* as a controlled access public roadway and collect tolls thereon are subject to the right of the Lessor, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the *Toll Road Project* is used and operated as required by this Agreement. Any entry by the Lessor onto the *Toll Road Project* required or permitted under this Agreement shall not constitute a reentry, trespass, or a breach of the covenant for quiet enjoyment contained in this Agreement.

3.2. ***Toll Operations.***

3.2.1. *Use*. Except as otherwise specifically provided herein, the Lessee's use of the *Leased Property* shall, at all times during the *Term*, be as set forth in Section 2.4 above, and in performing such use Lessee, at Lessee's expense, shall:

3.2.1.1. be responsible for all aspects of the *Toll Operations*;

3.2.1.2. cause the *Toll Operations* to be performed in accordance with the provisions of this Agreement and applicable *Law*; and

3.2.1.3. cause the *Toll Road Project* to be continuously open and operational for use by all members of the public for *Toll Road Purposes* as a controlled access public roadway, twenty-four (24) hours a day, every day.

3.2.2. **Costs and Expenses**. Except as otherwise specifically provided herein, the Lessee shall, at all times during the *Term*, pay or cause to be paid all costs and expenses relating to the *Toll Operations* as and when the same are due and payable.

3.2.3. ***Operating Agreements***. The Lessee shall not enter into any *Operating Agreement* that extends beyond the *Term*, unless such agreement is assignable to the Lessor and subject to a right by the Lessor to terminate such agreement without penalty, effective no less than three (3) *Business Days* after providing written notice of such termination.

3.3. **No *Encumbrances*.**

3.3.1. **By the Lessee.** The Lessee shall not do any act or thing that will create any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property*, unless the *Encumbrance* came into existence as a result of an act, omission, negligence, misconduct, or violation of *Law* by the Lessor. The Lessee shall not be deemed to be in default hereunder if the Lessee continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessee:

3.3.1.1. has given notice in advance of the initiation of such proceedings to the Lessor that it is the intent of the Lessee to contest the validity or collection thereof or cause such contest; and

3.3.1.2. has given a satisfactory indemnity to the Lessor or has deposited with the Lessor a surety bond or other security reasonably satisfactory to the Lessor in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessor may reasonably estimate to be payable by the Lessee at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessee, less any amounts expended by the Lessor, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessor, if any, by virtue of the contest of such *Encumbrance*.

3.3.2. **By the Lessor.** The Lessor shall not do any act or thing that will create or permit to exist any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* that came into existence as a result of an act of or omission by the Lessor, or a *Person* claiming through Lessor. The Lessor shall not be deemed to be in default hereunder if the Lessor continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof, by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessor has:

3.3.2.1. given advance notification to the Lessee that it is the intent of the Lessor to contest the validity or collection thereof; and

3.3.2.2. given satisfactory indemnity to the Lessee or has deposited with the Lessee a surety bond or other security reasonably satisfactory to the Lessee in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessee may reasonably estimate to be payable by the Lessor at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or

other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessor, less any amounts expended by the Lessee, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessee, if any, by virtue of the contest of such *Encumbrance*.

3.3.3. **Removal.** Each *Party*, at the reasonable request of the other *Party*, shall use its reasonable efforts to assist such other *Party* in attempting to remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance* or a *Permitted Lessor Encumbrance*, that has come into existence as a result of an act of or omission by such other *Party*; provided that the costs and expenses incurred by any *Party* in connection with such efforts shall be borne by the *Party* whose act or omission has given rise to such *Encumbrance*.

3.4. **Rights of the Lessor to Access and Perform Work on the *Toll Road Project*.**

3.4.1. **Lessor Inspections/Reservation of Rights.** The Lessor reserves for itself and its *Representatives* the right and shall, at all times during the *Term*, have the right to enter the Leased Property and each and every part thereof at all reasonable times and upon reasonable written notice in the following circumstances:

3.4.1.1. to conduct inspections permitted under Section 7.1 below; or

3.4.1.2. if a Lessee Default exists, which has not been cured within any applicable cure period, to make any necessary repairs to the *Toll Road Project*, perform any work thereon, as permitted under any other provision of this Agreement.

3.4.2. In connection with any entry made pursuant to Section 3.4.1 above, the Lessor shall use reasonable efforts to minimize interference with the *Toll Operations*, including to avoid any breach of applicable *Laws* that would adversely affect the *Toll Road Project* or the *Toll Operations*.

3.5. **Taxes.** Except as otherwise provided herein, the Lessee shall pay when due all federal, state, and local income, excise, and other taxes that are or become payable for any applicable tax periods during the *Term* in respect of the operations at, occupancy of, or conduct of business in or from the *Leased Property* and fixtures or personal property included in the *Toll Operations Improvements*. The Lessee shall have the right to contest in good faith the validity or amount of any taxes which it is responsible to pay under this Section 3.5; provided that:

3.5.1. the Lessee has given prior written notice to the Lessor of each such contest;

3.5.2. no contest by the Lessee may involve, in the reasonable opinion of the Lessor, a possibility of forfeiture or sale of the *Leased Property*; and

3.5.3. upon the final determination of any contest by the Lessee, if the Lessee has not already done so, the Lessee shall pay the amount found to be due, if any, together with any costs, penalties, and interest.

3.6. **Notices of Defaults and Claims.** Each *Party* shall promptly give written notice to the other *Party*:

3.6.1. if a default occurs under this Agreement; or

3.6.2. of all material claims, proceedings, disputes (including labor disputes), or litigation pertaining to the *Leased Property*, *Toll Operations Improvements*, the Lessee, or the *Toll Operations*, whether or not such claim, proceeding, or litigation is covered by insurance, of which such *Party* is aware. In addition, each *Party* shall provide the other *Party* with all reasonable information requested by it from time to time concerning the status of such claims, proceedings, or litigation.

3.7. **Name/Designation.**

3.7.1. **Name.** The name designated for the *Toll Road Project* is "Orchard Pond Parkway" and such name shall not be changed by the Lessee without the prior written approval of the Lessor, which approval may be withheld, delayed, or otherwise conditioned in the *Discretion* of the Lessor.

3.7.2. **License.** The Lessor grants to the Lessee a non-exclusive, non-transferable, royalty-free license during the *Term* to use the name "Orchard Pond Parkway," together with all existing and future-developed logos and marks used in connection with the *Toll Operations*, solely in connection with the performance of the Lessee's obligations and exercise of rights under this Agreement.

3.8. **Enforcement Activities.** Except as permitted herein, the Lessee shall not engage, or otherwise permit the engagement of, private security services to provide traffic patrol, toll enforcement, or law enforcement services on the *Toll Road Project*. Subject to Sections 3.9.1 and 3.9.2 below, the Lessee may utilize passive devices, including videotapes, photographs, microphotographs, other recorded images, written records, reports, or facsimiles, to the extent permitted by *Law*, to assist in the identification of toll violators.

3.8.1. The Lessee may, to the extent permitted by *Law* and at its sole cost and expense, contract with any law enforcement agencies for toll enforcement, or with the Lessor, either for the enforcement of toll violations or to designate persons to be employed by the Lessor to act as "Toll Enforcement Officers," as described in Section 316.1001, *Florida Statutes*, with sole responsibility for the *Toll Road Project*.

3.8.2. The Lessee may enforce all private rights and civil remedies, and the Lessor shall use its reasonable efforts, at the Lessee's expense, to assist in the establishment and maintenance of fines and similar remedies at the *State* level, including enacting or maintaining *Laws*, for toll violations, trespass upon the *Toll Road Project*, and other infringements upon the Lessee's rights or benefits under this Agreement that are at least as restrictive or severe as the remedies for such matters set out in the applicable *Law* as of the *Effective Date*.

3.9. **Police Powers.**

3.9.1. The Lessee acknowledges that the *County* is empowered to enforce all applicable *Laws* on the *Toll Road Project* and all officers authorized by *Law* to make arrests for violations of *Law* in Leon County and each affected jurisdiction shall have the

same powers, duties, and jurisdiction within the limits of the *Toll Road Project* as they have in their respective areas of jurisdiction, and law enforcement officers shall have access to the *Toll Road Project* at any time for the purpose of exercising their law enforcement powers and jurisdiction.

3.9.2. At all times during the *Term* and without notice or compensation to the Lessee, any police, fire, and emergency services and any other security or emergency personnel, including the armed forces, and any *Governmental Authority* with jurisdiction over the *Toll Road Project* shall have access to the *Toll Road Project* as necessary for law enforcement, emergency management, and homeland security purposes, including the prevention of, practice drills for, or response to, a public safety emergency. The Lessee shall cooperate with police, fire, and emergency services and any other security or emergency personnel, including the armed forces, in respect of such emergency management and homeland security purposes.

3.9.3. Notwithstanding the foregoing, except as expressly provided for in Sections 3.4 and 3.9.2 above, no free use of the *Toll Road* shall be required or permitted.

Article 4.
CAPITAL IMPROVEMENTS

4.1. ***Toll Road Project.*** The Lessee, with reasonable diligence, and at its sole cost and expense, shall complete, or cause the completion of, the *Toll Road Project* in accordance with the *Plans*. The Lessee shall commence the construction of the *Toll Road Project* no later than sixty (60) days after the issuance of the last *Permit* necessary in connection with the construction of the *Toll Road Project*, and shall complete the *Toll Road Project* not later than twenty-four (24) months after commencing construction

Article 5.
MAINTENANCE STANDARDS

5.1. ***Maintenance Standards* Defined.** The term *Maintenance Standards* shall refer to the guidelines and criteria provided to the Lessee on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in Exhibit "B," attached hereto and incorporated herein by reference, including any *Plans* submitted by the Lessee to the Lessor pursuant to the *Maintenance Standards*.

5.2. **Compliance with *Maintenance Standards*.**

5.2.1. The Lessee shall, and shall cause the *Road Improvements* to, comply with and implement the *Maintenance Standards* in all material respects at all times during the *Term*, including any changes or modifications to the *Maintenance Standards* made pursuant to the terms of this Agreement; provided that the Lessee shall have a reasonable period of time to comply with the introduction of any changes or modifications to the *Maintenance Standards* that are made in accordance with the terms of this Agreement.

5.2.2. The Lessee shall have in place procedures that are designed to achieve compliance with the *Maintenance Standards*. Any failure to meet specific time limits, durations, or frequencies set forth in the *Maintenance Standards* shall not constitute a

violation; provided that any such failure is not inconsistent with procedures that are designed to achieve compliance with the requirements set forth in the *Maintenance Standards*.

5.2.3. Except as specifically set forth in this Agreement, including the *Maintenance Standards*, the Lessee shall, at its sole cost and expense, perform all work required to comply with and implement the *Maintenance Standards* in all material respects, including the capital improvements described therein.

5.2.4. To the extent that any term or provision of the *Maintenance Standards* conflicts with any term or provision otherwise specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision in the *Maintenance Standards*.

5.3. **Modifications to *Maintenance Standards*.** The *Maintenance Standards* may be modified by mutual written consent of the Lessor and the Lessee. Until the Lessor provides its written approval for the implementation of the Lessee's proposed maintenance standards, the Lessee shall not implement the proposed maintenance standards and shall continue to implement and comply with the then-existing *Maintenance Standards*. The Lessee's proposed maintenance standards shall be deemed incorporated into the *Maintenance Standards* upon written approval by the Lessor in accordance with the terms hereof. If the Lessor refuses to approve any proposed maintenance standards and the Lessee disagrees with such refusal, the Lessee may submit the matter to dispute resolution pursuant to Article 17 below.

Article 6.
TOLLING REGULATIONS; REVENUES; REVENUE PAYMENT

6.1. **Toll Rates and Revenues.**

6.1.1. **Toll Rates.** The Lessee shall have the absolute right, exercisable in its sole *Discretion*, to set all toll rates and charges to be paid by users of the *Toll Road Project*. Further, the Lessee may increase or decrease such rates from time to time, in its sole *Discretion*. Such toll rates and charges shall, at all times during the *Term*, comply and be in accordance with any and all applicable *Laws*.

6.1.2. **Toll Revenues.**

6.1.2.1. The term *Toll Revenues* shall mean any and all revenues charged by or on behalf of the Lessee in respect to vehicles using the *Toll Road Project* during the *Term*, including tolls, reasonable fees and charges related to toll devices and electronic tolling (including photographic or video tolling systems authorized by *Law*), reasonable purchase prices, administrative fees (to the extent permitted by *State Law*), and security deposits related to such devices and any associated equipment and reasonable fees and charges, to the extent permitted by applicable *Law*, related to the implementation and administration of tolling, vehicle identification, compliance violation identification, and enforcement proceedings, including in respect to trip-based, account-based, cash, and credit card tolling systems for frequent and infrequent users.

6.1.2.2. The Lessee shall, at all times during the *Term*, have the right, title, entitlement, and interest in and to all *Toll Revenues*.

6.1.3. **Use of Toll Road Revenues.** The Lessee shall use all *Toll Revenues* to pay for the costs necessary for the proper operation and maintenance of the *Toll Road Project* in accordance with the *Maintenance Standards* and any other applicable provisions of this Agreement. *Toll Revenues* collected by the Lessee shall be applied and paid in the following order of priority:

6.1.3.1. first, to the costs of performing all work required to comply with and implement the *Maintenance Standards* and to conduct the *Toll Operations*;

6.1.3.2. second, to the scheduled repayment of *Leasehold Mortgage Debt*;

6.1.3.3. third, to the payment of any rent required to be paid to the Lessor hereunder;

6.1.3.4. fourth, to create and maintain a reasonable reserve for the maintenance, renewal, and replacement of the *Toll Road Project*; and

6.1.3.5. fifth, the balance, if any, shall be the property of the Lessee.

6.1.4. **Records of Toll Road Revenues.** The Lessee shall maintain records adequate to substantiate the receipt and expenditures of all *Toll Revenues*. Upon reasonable request, the Lessee shall make such records available to Lessor or its *Representatives* for inspection.

Article 7.
INSPECTIONS AND RECORDS

7.1. Inspection and Review Rights of the Lessor and the Lessee.

7.1.1. **Inspection Right.** The Lessor and its *Representatives* shall, at all times, have access to the *Toll Road Project* and every part thereof. The Lessee shall cause its *Representatives* to furnish the Lessor with every reasonable assistance for inspecting the *Toll Road Project* and the *Toll Operations* for the limited purpose of ascertaining compliance with this Agreement and applicable *Law* including, but not limited to, the following information:

7.1.1.1. income statements, balance sheets, statements of cash flow and changes in financial position, details regarding *Toll Revenues* (including information regarding the collection thereof), operating income, expenses, capital expenditures, and budgeted operating results relating to the *Toll Operations*;

7.1.1.2. all certificates, correspondence, data (including test data), documents, facts, files, information, investigations, materials, notices, *Plans*, projections, records, reports, requests, samples, schedules, statements, studies, surveys, tests, test results, traffic information (including volume counts, classification counts, origin and destination data, speed and travel time information, and vehicle jurisdiction data) analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored, or used by the *Toll System*, the Lessee, or any of its

Representatives in connection with the *Toll Road Project* or the *Toll Operations*; and

7.1.1.3. proper, complete, and accurate books, records, accounts, and documents of the Lessee relating to the *Toll Operations*, including, in all cases, any information that is stored electronically or on computer-related media; provided, however, that nothing in this Agreement shall require the disclosure by any *Party* of information that is protected by attorney-client or other legal privilege.

7.1.2. **No Waiver.** Failure by the Lessor or its *Representatives* to inspect, review, or test either:

7.1.2.1. the Lessee's performance of its responsibilities under this Agreement, or any part thereof; or

7.1.2.2. any of the information as provided in Section 7.1.1 above;

shall not constitute a waiver of any of the rights of the Lessor hereunder or any of the obligations or liabilities of the Lessee hereunder. Inspection, review, or testing not followed by a written notice of Lessee Default shall not constitute a waiver of any Lessee Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable *Law*.

7.1.3. **No Undue Interference.** In the course of performing its inspections, reviews, and tests under Section 3.4 above and this Section 7.1, the Lessor shall use reasonable efforts to minimize the effect and duration of any disruption to or impairment of the *Toll Operations* or the Lessee's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, and tests being performed.

Article 8.
REPRESENTATIONS AND WARRANTIES

8.1. **Representations and Warranties of the Lessor.** The Lessor makes the following representations and warranties to the Lessee and acknowledges that the Lessee and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.1.1. **Organization.** The Lessor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*.

8.1.2. **Authorizations.** The Lessor shall obtain, comply with, promptly renew, and maintain in good standing all authorizations necessary to perform its obligations hereunder.

8.1.3. **Power and Authority.** The Lessor has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.1.4. **Enforceability.** This Agreement has been duly authorized, executed, and delivered by the Lessor and constitutes a valid and legally binding obligation of the Lessor, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforcement of rights of creditors generally and to general principles of equity.

8.1.5. **No Conflicts.** The execution and delivery of this Agreement by the Lessor, the consummation of the transactions contemplated hereby, including the operation of the *Toll Road Project* in accordance with the terms of this Agreement, and the performance by the Lessor of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a breach of (with or without the giving of written notice or lapse of time, or both) or acceleration of any material obligations of the Lessor under:

8.1.5.1. any applicable *Law*;

8.1.5.2. any agreement, instrument, or document to which the Lessor is a party or by which the Lessor is bound; or

8.1.5.3. the articles, bylaws, or governing documents of the Lessor.

8.1.6. **Consents**. No consent or approval is required to be obtained by the Lessor from, and no notice or filing is required to be given by the Lessor to or made by the Lessor with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessor of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.1.7. **Litigation**. There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessor's knowledge, threatened against the Lessor, which would:

8.1.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.1.7.2. materially affect the validity or enforceability of this Agreement.

8.2. **Representations and Warranties of the Lessee.** The Lessee makes the following representations and warranties to the Lessor, and acknowledges that the Lessor and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.2.1. **Organization**. The Lessee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*. The capital stock, units, partnership or membership interests, and other equity interests or securities of the Lessee, including options, warrants, and other rights to acquire any such equity interests, are owned by the *Persons* set forth in the written certification that the Lessee delivered to the Lessor prior to the *Effective Date*, subject to any changes subsequently approved by the Lessor.

8.2.2. ***Authorizations***. The Lessee shall obtain, comply with, promptly renew, and maintain in good standing all *Authorizations* necessary to perform its obligations hereunder.

8.2.3. **Power and Authority**. The Lessee has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.2.4. **Enforceability**. This Agreement has been duly authorized, executed, and delivered by the Lessee and constitutes a valid and legally binding obligation of the Lessee, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

8.2.5. **No Conflicts**. The execution and delivery of this Agreement by the Lessee, the consummation of the transactions contemplated hereby, and the performance by the Lessee of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Lessee under:

8.2.5.1. any applicable *Law*;

8.2.5.2. any material agreement, instrument, or document to which the Lessee is a party or by which it is bound; or

8.2.5.3. the articles, bylaws, or governing documents of the Lessee.

8.2.6. **Consents**. No consent or approval is required to be obtained by the Lessee from, and no notice or filing is required to be given by the Lessee to or made by the Lessee with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessee of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.2.7. **Litigation**. There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessee's knowledge, threatened against the Lessee, which would:

8.2.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.2.7.2. materially affect the validity or enforceability of this Agreement.

8.2.8. **Brokers**. There is no investment banker, broker, finder, or other intermediary who has been retained by, or is authorized to act on behalf of, the Lessee or any of its *Representatives* who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

8.2.9. **Accuracy of Information**. All information regarding the Lessee provided to the Lessor by the Lessee or on behalf of the Lessee was accurate in all material respects at the time such information was provided and continues to be accurate in all material respects as of the *Effective Date*.

8.3. **Non-Waiver.** No investigations made by or on behalf of any *Party* at any time shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the other *Party* in this Agreement or pursuant to this Agreement. No waiver by a *Party* of any condition, in whole or in part, shall operate as a waiver of any other condition.

Article 9.
ESTOPPEL CERTIFICATES

9.1. **Cooperation.** Each *Party* shall, promptly upon the request of the other *Party*, execute and deliver to the other *Party*, standard estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated *Representative* of the *Party* signing such estoppel certificate. Nothing herein shall require the *Party* signing such estoppel certificate to incur any additional obligations or liabilities or to take any action, give any consent, or enter into any document inconsistent with applicable *Law* and the provisions of this Agreement.

Article 10.
COMPLIANCE WITH *LAWS*

10.1. **Compliance with *Laws*.** The Lessee shall, at all times and at its own cost and expense, observe and comply, in all material respects, and cause the *Road Improvements* and the *Toll Operations* to observe and comply, in all material respects, with all applicable *Laws* now existing or later in effect that are applicable to the Lessee or such *Road Improvements* and *Toll Operations*.

10.2. ***Contractor* and Supplier Contracts.** The Lessee shall include the provisions of Section 10.1 above in every subcontract and supply contract so that they shall be binding on each *Contractor*.

Article 11.
INDEMNIFICATION

11.1. **Lessee's Indemnity**. The Lessee shall indemnify and hold harmless the Lessor and its respective agents, officers, directors and employees promptly and diligently at the Lessee's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the *Leased Property* caused by the negligent or wrongful act or omission of the Lessee. Notwithstanding the foregoing, the Lessee shall not be required to indemnify the Lessor with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessor or any of the agents or employees of the Lessor nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessor (or would have been covered had the Lessor maintained the insurance policies the Lessor is required to maintain pursuant to the terms of this Lease).

11.2. **Lessor's Indemnity**. Without waiving any of its right to sovereign immunity, the Lessor shall, to the extent allowed by law, indemnify, save harmless, and defend the Lessee promptly and diligently at the Lessor's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the *Leased Property* caused by the negligent or wrongful act or omission of the Lessor. Notwithstanding the foregoing, the Lessor shall not be required to indemnify the Lessee with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessee or any of the agents or employees of the Lessee nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessee (or would have been covered had the Lessee maintained the insurance policies the Lessee is required to maintain pursuant to the terms of this Lease).

11.3. **Notice of Indemnification**. A party's duty to indemnify pursuant to the provisions of this Article 11 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 11.4 below.

11.4. **Third Party Claim Procedure**. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 11 by such party against another party to this Lease, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 *Business Days* prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

11.5. **Remedies Cumulative**. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

11.6. **Survival**. The provisions of this Article 11 shall survive the expiration or earlier termination of this Lease.

Article 12.
INSURANCE

12.1. **Insurance Coverage Required.** The Lessee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Lessee, its agents, representatives, employees, and/or *Contractors* and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts as agreed upon herein.

12.2. ***FDOT AJG-12 Insurance Policy* as Sufficient Insurance Coverage**.

12.2.1. The Lessee has provided the Lessor with a copy of the *FDOT-AJG-12 Insurance Policy* as an example of the insurance coverage the Lessee will obtain for the *Toll Road Project.* The Lessor and the Lessee acknowledge and agree that the insurance coverage and amounts as provided in the *FDOT-AJG-12 Insurance Policy* shall satisfy the Lessee's minimum coverage and amounts required for the *Toll Road Project.*

12.2.2. The Lessee shall procure and maintain a policy of insurance with coverage and amounts as provided in the FDOT-AJG-12 Insurance Policy, and such policy shall also name and cover the Lessor, its officers, officials, employees, and volunteers as additional insureds.

12.3. **Lessee's Insurance as Primary**. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Lessee, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. In such instances when the Lessee's insurance coverage is primary, the Lessee hereby waives all rights of subrogation against the Lessor with respect to losses payable under such insurance coverage.

12.4. **Certificates of Insurance**. By no later than the Effective Date, and annually during the month of July thereafter, the Lessee shall furnish the Lessor with certificates of insurance and with any endorsements evidencing the coverages described above. Such certificates shall be sent to the Lessor's Risk Manager at the following address; however, the Lessor may change the address to which the Lessee is to send such certificates by providing notice to the Lessee:

Orchard Pond Greenway, LLC

Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Lessor prior to

the commencement of the Lessee's services under this Agreement. The Lessor reserves the right to require copies of all of the Lessee's required insurance policies at any time. Each of the Lessee's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Lessor. All of the Lessee's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

12.5. **Inadequacy and Unavailability of Required Coverages.** If the Lessee demonstrates to the Lessor's reasonable satisfaction that it has used diligent efforts in the national insurance and reinsurance markets to procure the Required Coverages, and if despite such diligent efforts and through no fault of the Lessee any of such coverages, or any of the required terms of such coverages, including policy limits, become completely unavailable or unavailable at commercially reasonable rates and on commercially reasonable terms from insurance carriers meeting the requirements set forth in Section 12.4 above, the Lessor shall accept alternative insurance packages and programs that provide, in its reasonable opinion, risk coverage as comparable to that contemplated in this Section 12.1 above as is possible under then-existing insurance market conditions at commercially reasonable rates and on commercially reasonable terms.

12.6. **Cooperation.** The Lessor and the Lessee shall do all acts, matters, and things as may be reasonably necessary or required to:

12.6.1. expedite the adjustment of any loss or damage covered by insurance required hereunder so as to expedite the release and dedication of proceeds of such insurance in a manner and for the purposes herein contemplated; or

12.6.2. establish whether and to what extent to contest, and how to fund the cost of contesting, any denial of coverage; provided that if the reported claim is a matter covered by a payment obligation in favor of the Lessor or the denial is the result of the Lessee's failure to comply with an insurance requirement, then the Lessee shall bear all costs of contesting the denial of coverage.

Article 13.
DAMAGE AND DESTRUCTION.

13.1. **Obligations of Lessee.** If all or any part of the *Toll Road Project* shall be destroyed or damaged during the *Term* in whole or in part by fire, flooding, windstorm, terrorism, or other cause of any kind or nature, including any cause for which insurance was not obtained or obtainable, ordinary or extraordinary, foreseen or unforeseen, the Lessee shall:

13.1.1. give the Lessor written notice thereof promptly after the Lessee receives actual notice of such destruction or damage;

13.1.2. at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, *Restorations*, replacement, and rebuilding ("Restoration Cost"), proceed diligently to *Restore* the same; and

13.1.3. deposit all insurance proceeds received by the Lessee in connection with any *Restoration* in a separate deposit account established with a *State* or federally chartered bank, and shall apply all such proceeds to Restoration Cost;

provided, however, that if at any time the Restoration Cost exceeds the net insurance proceeds actually received, then the Lessee shall also work in good faith and full coordination with the Lessor to make any and all efforts to restore the *Toll Road Project* using any funds made available to either party through any program to assist with the restoration of public facilities (such net insurance proceeds and such additional funds, together with any interest earned thereon, the "Restoration Funds");

13.2. **Rights of the Lessor.** If the Lessee shall fail or neglect to commence the diligent *Restoration* of the *Toll Road Project* or the portion thereof so damaged or destroyed, or having so commenced such *Restoration*, the Lessee fails to diligently complete the same in accordance with the terms of this Agreement, or prior to the completion of any such *Restoration* by the Lessee, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the Lessor may, but shall not be required to, complete such *Restoration* at the Lessee's expense and shall be entitled to be paid out of the Restoration Funds for the relevant Restoration Costs incurred by the Lessor. In any case where this Agreement shall expire or be terminated prior to the completion of the *Restoration*, the Lessee shall:

13.2.1. Account to the Lessor for all amounts spent in connection with any *Restoration* which was undertaken;

13.2.2. Immediately pay over or cause the holder of the Restoration Funds to pay over to the Lessor the remainder, if any, of the Restoration Funds received by the Lessee prior to such termination or cancellation; and

13.2.3. Pay over or cause the holder of the Restoration Funds to pay over to the Lessor, within five (5) *Business Days* after receipt thereof, any Restoration Funds received by the Lessee or the holder of the Restoration Funds subsequent to such termination or cancellation.

The Lessee's obligations under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3. **Payment and Performance Bonds.** If the Lessee obtains payment or performance bonds related to a *Restoration*, which the Lessee may or may not obtain in its *Discretion*, the Lessee shall:

13.3.1. Name the Lessor, the Lessee, and the *Leasehold Mortgagee*, as their interests may appear, as additional obligees;

13.3.2. Deliver copies of any such bonds to the Lessor promptly upon obtaining them; and

13.3.3. Otherwise comply with the requirements of applicable *Law* in relation to such payment or performance bonds.

13.4. **Rights of *Leasehold Mortgagee*.** The Lessor acknowledges that the application of any Restoration Funds shall be subject to the requirements of any *Leasehold Mortgage*.

Article 14.
PERMANENT CLOSURE; INTERFERENCE EVENTS

14.1. **Permanent Closure.**

14.1.1. **Permanent Closure Notice.** Except as otherwise provided herein, if a *Permanent Closure* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice to the Lessor within thirty (30) days following the date on which the Lessee first became aware, or reasonably should have become aware, of the *Permanent Closure*, stating the details of the *Permanent Closure*, including a specific explanation of the reasons that the event constitutes a *Permanent Closure* under the terms of this Agreement.

14.1.2. **Lessee's Remedies Upon a Permanent Closure.** Upon the occurrence of a *Permanent Closure*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

14.2. ***Interference Events.***

14.2.1. **Interference Event Notice.** Except as otherwise provided herein, if an *Interference Event* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice as soon as practicable and in no event later than thirty (30) days following the date on which it first became aware, or reasonably should have become aware, of such *Interference Event* to the Lessor; provided that in the case of the same *Interference Event* being a continuing cause of delay or interference, only one such notice shall be necessary. Such notice shall include a statement of the *Interference Event* upon which the claim is based, including the details of the circumstances from which the delay or interference arises.

14.2.2. **Lessee's Remedies Upon an Interference Event.** Upon the occurrence of an *Interference Event*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

Article 15.
DEFAULTS

15.1. **Default by the Lessee.**

15.1.1. **Events of Default.** The occurrence of any one or more of the following events during the *Term* shall constitute a Lessee Default:

15.1.1.1. If the Lessee fails to comply with, perform, or observe:

15.1.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.1.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure under either of the foregoing clauses continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of

the failure in reasonable detail) from the Lessor to the Lessee or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessee has demonstrated to the satisfaction of the Lessor, acting reasonably, that it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessor, acting reasonably; and that such failure is in fact cured within such period of time;

15.1.1.2. If the Lessee admits, in writing, that it is unable to pay its debts as such become due, makes an assignment for the benefit of creditors, or files a voluntary petition under Title 11 of the United States Code, or if the Lessee files any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of Lessee, or of all or any substantial part of its properties or of the *Toll Road* or any interest therein;

15.1.1.3. If within ninety (90) days after the commencement of any proceeding against the Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, such proceeding has not been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of the Lessee, of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of the Lessee or of all or any substantial part of its properties or of the *Toll Road* or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment has not been vacated;

15.1.1.4. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or any interest therein as a result of any *Encumbrance* (other than a *Permitted Lessee Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessee or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of ninety (90) days, unless such levy resulted from actions or omissions of the Lessor or its *Representatives*; or

15.1.1.5. If the Lessee fails to pay any rent in full when due and such failure continues unremedied for a period of sixty (60) days following the date on which such payment was due to the Lessor.

15.1.2. **Remedies of the Lessor Upon Default by Lessee**. Upon the occurrence and during the continuance of a Lessee Default, the Lessor may, by written notice to the Lessee with a copy to the *Leasehold Mortgagee* in accordance with the terms hereof, declare the Lessee to be in default, and may, subject to rights of the *Leasehold Mortgagee*

pursuant to Sections 16.2 and 16.3 below, do any or all of the following, as the Lessor, in its *Discretion*, shall determine:

15.1.2.1. The Lessor may terminate this Agreement, without the need for reentry or any other action on behalf of the Lessor, by giving sixty (60) days' prior written notice to the Lessee upon the occurrence of:

15.1.2.1.1. a Lessee Default that consists of a failure to comply with, perform, or observe any *Maintenance Standard* if such Lessee Default creates a material danger to the safety of *Toll Operations* or a material impairment to the *Toll Road Project* or to the continuing use of the *Toll Road Project* for transportation purposes; or

15.1.2.1.2. any other Lessee Default;

provided, however, that the Lessee shall be entitled to cure a Lessee Default pursuant to Section 15.1.1.1 above by providing the Lessor with a written work plan within such sixty (60) day period outlining the actions by which the Lessee will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirements or directives of the issued final decision in accordance with Article 17 below, that the Lessee failed to perform or observe, which work plan is approved by the Lessor. Any failure of the Lessee to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessor to the Lessee shall be deemed to be a Lessee Default described in Section 15.1.1 above and the entitlement of the Lessee to cure such Lessee Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessee Default, the Lessor may seek to recover its *Losses* in accordance with Section 15.1.2.4 below. Notwithstanding the foregoing, the Lessor shall not exercise the remedy provided in this Subsection if the Lessee Default consists solely of a violation of any of the provisions of Sections 10.1 and 10.2 above unless such violation is systematic or persistent (but any violation of such Sections shall nonetheless subject the Lessee to such fines or penalties otherwise applicable to such violation as they be imposed by the appropriate *Governmental Authority* or to the imposition of a requirement on the Lessee to demonstrate to the Lessor that the Lessee has or will implement all actions considered necessary by the Lessor (which may include a remedial plan) to remedy such violation. If the Lessee Default is by reason of the failure to pay any monies, the Lessor may, without obligation to do so, make payment on behalf of the Lessee of such monies, and any amount so paid by the Lessor shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor;

15.1.2.2. The Lessor may cure the Lessee Default, but this shall not obligate the Lessor to cure or attempt to cure a Lessee Default or, after having commenced to cure or attempted to cure a Lessee Default, to continue to do so, and all costs and expenses reasonably incurred by the Lessor in curing or attempting to cure the Lessee Default shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor; provided, however, that the Lessor shall not incur any liability to the Lessee for any act or omission of the

Lessor or any other *Person* in the course of remedying or attempting to remedy any Lessee Default (other than as a result of negligence or willful misconduct); and the Lessor's cure of any Lessee Default shall not affect the Lessor's rights against the Lessee by reason of the Lessee Default;

15.1.2.3. The Lessor is entitled to exercise any of its rights and remedies at *Law* or in equity; and

15.1.2.4. The Lessor may seek to recover its *Losses* arising from such Lessee Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt, subject to the rights of the *Leasehold Mortgagee* under the *Leasehold Mortgage* and this Agreement.

15.1.2.5. The Lessor is entitled to exercise any of its other rights and remedies provided for hereunder.

15.2. **Default by the Lessor.**

15.2.1. **Events of Default.** The occurrence of any one or more of the following events during the *Term* shall constitute a Lessor Default under this Agreement:

15.2.1.1. If the Lessor fails to comply with, perform, or observe:

15.2.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.2.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of the failure in reasonable detail) from the Lessee to the Lessor or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessor has demonstrated to the satisfaction of the Lessee, acting reasonably, that it is proceeding with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessee, acting reasonably, and that such failure is in fact cured within such period of time;

15.2.1.2. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or the *Lessee Interest* as a result of any *Encumbrance* (other than a *Permitted Lessor Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessor or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of sixty (60) days, unless such levy resulted from actions or omissions of the Lessee or its *Representatives* or unless all or any material part of the *Toll Road Project* shall be subject to a condemnation or similar taking by the Lessor or any agency thereof; or

15.2.2. **Remedies of Lessee upon the Lessor Default.** Upon the occurrence and during the continuance of a Lessor Default, the Lessee may by written notice to the Lessor declare the Lessor to be in default and may do any or all of the following as the Lessee, in its *Discretion*, shall determine:

15.2.2.1. The Lessee is entitled to terminate this Agreement by giving sixty (60) days' prior written notice to the Lessor; provided, however, that the Lessor shall be entitled to cure a Lessor Default pursuant to Section 15.2.1.1 above by providing the Lessee with a written work plan within such sixty (60) day period outlining the actions by which the Lessor will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirement or directive of the final decision in accordance with Article 17 below that the Lessor failed to perform or observe, which work plan is approved by the Lessee (which approval shall not be unreasonably withheld, delayed or conditioned). Any failure of the Lessor to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessee to the Lessor shall be deemed to be a Lessor Default described in Section 15.2.1 above and the entitlement of the Lessor to cure such Lessor Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessor Default, the Lessee may seek to recover its *Losses* in accordance with Section 15.2.2.3 below. ;

15.2.2.2. The Lessee is entitled to exercise any of its rights and remedies at *Law* or in equity;

15.2.2.3. The Lessee is entitled to seek to recover its *Losses* and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt by the Lessor; and

15.2.2.4. The Lessee is entitled to exercise any of its other rights and remedies provided for hereunder.

15.2.3. No notice given by the Lessee to the Lessor in which the Lessee states that it elects to exercise its right of termination of this Agreement shall be valid for any purpose unless, if any *Leasehold Mortgage Debt* remains outstanding and, if and to the extent required by the terms of any *Leasehold Mortgage*, the Lessee has first obtained and delivered to the Lessor the written consent of the *Leasehold Mortgagee* to such notice.

15.3. **Consequences of Termination.** Upon the termination of this Agreement for any reason, notwithstanding any claims the *Parties* may have against each other and subject to4 Article 16 below, the following provisions shall apply:

15.3.1. The Lessee shall, without any action whatsoever being necessary on the part of the Lessor, well and truly surrender and deliver to the Lessor the *Leased Property*, the *Toll Operations Improvements*, and all tangible and intangible personal property (including inventories) located on the *Leased Property* or used in connection with the *Toll Operations* in good order, condition, and repair (reasonable wear and tear excepted) free and clear of all *Encumbrances* other than *Permitted Lessor Encumbrances* and those

created by or suffered to exist or consented to by the Lessor or any *Person* claiming through it.

15.3.2. The Lessee hereby waives any notice now or hereafter required by *Law* with respect to vacating the *Leased Property* on the *Termination Date*;

15.3.3. The Lessor shall, as of the *Termination Date*, assume full responsibility for the *Toll Road Operations*, and as of such date, the Lessee shall have no responsibility thereafter for the provision of *Toll Services* or the performance of *Toll Operations* occurring after such date;

15.3.4. Each party shall execute and deliver a written notice which acknowledges and confirms the termination of this Agreement. Such notice shall be in a recordable form; and

15.3.5. The Lessee shall assist the Lessor in such manner as the Lessor may reasonably require to ensure the orderly transition of control, operation, management, maintenance, rehabilitation, and tolling of the *Toll Road Project*, and shall, if appropriate and if requested by the Lessor, take all steps as may be necessary to enforce the provisions of any *Operating Agreement* pertaining to the surrender of the *Toll Road Project.*

This Section 15.3 shall survive the expiration or any earlier termination of this Agreement.

15.4. **Termination Other Than Pursuant to Agreement.** The Lessor hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

Article 16.
LENDER'S RIGHTS AND REMEDIES

16.1. ***Leasehold Mortgages.*** The Lessee shall have the right, at its sole cost and expense, to grant one or more *Leasehold Mortgages*, subject to Section 16.4 below, if at the time any such *Leasehold Mortgage* is executed and delivered to the *Leasehold Mortgagee*, no Lessee Default exists unless any such Lessee Default will be cured pursuant to Section 16.2 below in connection with entering into such *Leasehold Mortgage*, and upon and subject to the following terms and conditions:

16.1.1. No *Leasehold Mortgage* or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge, or security interest on or against any or all of the *Lessee Interest* shall extend to or affect the Lessor's fee simple interest in the *Leased Property*, the Lessor's interest hereunder, or the Lessor's reversionary interest and estate in and to the *Leased Property* or any part thereof (other than a *Permitted Lessee Encumbrance*);

16.1.2. The Lessor shall have no liability whatsoever for payment of any part of the *Leasehold Mortgage Debt* and, except for violation by the Lessor of the express obligations to the *Leasehold Mortgagee* set forth in this Article 16 and for any remedies of the *Leasehold Mortgagee* provided by *Law*, the *Leasehold Mortgagee* shall not be

entitled to seek any damages or other amounts against the Lessor for any or all of the same;

16.1.3. The Lessor shall have no obligation to any *Leasehold Mortgagee* in the enforcement of the Lessor's rights and remedies herein and by *Law* provided, except as expressly set forth in this Agreement and unless such *Leasehold Mortgagee* has provided the Lessor with written notice of its *Leasehold Mortgage* in accordance with the *Leasehold Mortgagee Notice Requirements*;

16.1.4. Each *Leasehold Mortgage* shall provide that if an event of default under the *Leasehold Mortgage* has occurred and is continuing and the *Leasehold Mortgagee* gives written notice of such event of default to the Lessee, then the *Leasehold Mortgagee* shall give written notice of such default to the Lessor;

16.1.5. Subject to the terms of this Agreement and except as specified herein, all rights acquired by a *Leasehold Mortgagee* under any *Leasehold Mortgage* shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the Lessor hereunder;

16.1.6. While any *Leasehold Mortgage* is outstanding, the Lessor shall not agree to any amendment to or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the *Leasehold Mortgagee* or agree to a voluntary surrender or termination of this Agreement by the Lessee without the consent of the *Leasehold Mortgagee*; and

16.1.7. A *Leasehold Mortgagee* shall not, by virtue of its *Leasehold Mortgage*, acquire any greater rights or interest in the *Leased Property* than the Lessee has at any applicable time under this Agreement, other than such rights or interest as may be granted or acquired in accordance with Sections 16.2, 16.3, or 16.4 below.

16.1.8. Whenever a *Leasehold Mortgage* exists as to which the Lessor has been provided notice in accordance with the *Leasehold Mortgagee Notice Requirements*, and until the obligations of Lessee secured by such *Leasehold Mortgage* have been completely paid and performed and the *Leasehold Mortgage* has been discharged, the Lessor shall provide notice to the *Leasehold Mortgagee*, in accordance with Section 18.18 below, of any default by the Lessee under the Agreement, along with a true, correct and complete copy of any notice to the Lessee of such a default, at the same time as and whenever any such notice of default shall be given by the Lessor to the Lessee, addressed to the *Leasehold Mortgagee* at the address last furnished to the Lessor by such *Leasehold Mortgagee*.

16.2. ***Leasehold Mortgagee*'s Right to Cure.**

16.2.1. The *Leasehold Mortgagee* shall have a period of ninety (90) days with respect to any Lessee Default beyond any cure period expressly provided to the Lessee under Section 15.1.2 above in which to cure or cause to be cured any such Lessee Default; provided, however, that such ninety (90) day period shall be extended if the Lessee Default:

16.2.1.1. is nonmonetary;

16.2.1.2. is not a Lessee Default described in Sections 15.1.1.3 or 15.1.1.4 above; and

16.2.1.3. may be cured but cannot reasonably be cured within such period of ninety (90) days, and the *Leasehold Mortgagee* begins to cure such default within such ninety (90) day period (or if possession is necessary in order to effect such cure, the *Leasehold Mortgagee*, within such ninety (90) day period, files the appropriate legal action to commence foreclosure on the liens of the *Leasehold Mortgage* or takes other appropriate action to commence a transfer of title to the relevant property) and thereafter proceeds with all due diligence to cure such Lessee Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the Lessor, acting reasonably.

16.2.2. If a *Leasehold Mortgagee* is acting to cure a Lessee Default in accordance with this Section 16.2, then the Lessor shall not exercise its right to terminate this Agreement by reason of such Lessee Default; provided, however, that the Lessor may exercise any of its other rights and remedies provided for hereunder at *Law* or in equity so long as the exercise of such rights does not interfere with the *Leasehold Mortgagee*'s rights hereunder.

16.2.3. In furtherance of the foregoing, the Lessor shall permit the *Leasehold Mortgagee* and its *Representatives* the same access to the *Leased Property* as is permitted to the Lessee hereunder; provided that any actions taken by a *Leasehold Mortgagee* or its *Representatives* pursuant to this Section 16.2 shall be undertaken in accordance with the provisions of this Agreement that would be applicable to the Lessee if it were taking such actions. The Lessor shall accept any such performance by a *Leasehold Mortgagee* or its *Representatives* as though the same had been done or performed by the Lessee. Any payment to be made or action to be taken by a *Leasehold Mortgagee* hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the *Leasehold Mortgagee* if such payment is made or action is taken by a nominee, agent, or assignee of the rights of such *Leasehold Mortgagee*.

16.2.4. Any exercise of the *Leasehold Mortgagee*'s rights to cure hereunder shall not result in the assumption by such *Leasehold Mortgagee* of the Lessee's obligations hereunder.

16.3. **Rights of the *Leasehold Mortgagee*.**

16.3.1. Subject to the provisions of this Agreement, a *Leasehold Mortgagee* may:

16.3.1.1. enforce any *Leasehold Mortgage* in any lawful way;

16.3.1.2. acquire the *Lessee Interest* in any lawful way; or

16.3.1.3. take possession of in any lawful way and manage the *Toll Road Project*.

Upon foreclosure of the *Leasehold Mortgage* (or without foreclosure upon exercise of any contractual or statutory power of sale under such *Leasehold Mortgage* or an

assignment in lieu) and subject to the provisions of this Article 16 (applied to the *Leasehold Mortgagee* as if it were the Lessee), a *Leasehold Mortgagee* may *Transfer* the *Lessee Interest*; provided, however, that no *Transfer* by a *Leasehold Mortgagee* shall be effective unless the *Transfer* is made in accordance with Section 16.1 above. Any *Person* to whom the *Leasehold Mortgagee Transfers* the *Lessee Interest* (including such *Leasehold Mortgagee*) shall take the *Lessee Interest* subject to any of the Lessee's obligations under this Agreement. The *Leasehold Mortgagee* is not permitted in connection with its enforcement of its lien to do anything that would materially and adversely affect the *Leased Property*, the *Toll Road Project*, or the *Toll Operations*.

16.3.2. Except as provided in Section 16.2 above, unless and until a *Leasehold Mortgagee* (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee):

16.3.2.1. forecloses or has otherwise taken ownership of the *Lessee Interest;* or

16.3.2.2. has taken possession or control of the *Lessee Interest*, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the *Lessee Interest* by reference to the *Leasehold Mortgage*;

the *Leasehold Mortgagee* shall not be responsible for any of the Lessee's obligations under this Agreement or be entitled to any of the Lessee's rights and benefits contained in this Agreement, except by way of security. During any period in which the *Leasehold Mortgagee* itself or by an agent or a receiver or a receiver and manager is the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or is in control or possession of, the *Lessee Interest*, it shall be bound by all liabilities and obligations of the Lessee accruing under this Agreement during such period.

16.3.3. A *Leasehold Mortgagee* that is an agency of the State of Florida shall not be responsible for any of the following of the Lessee's obligations in this Agreement:

16.3.3.1. to the extent of its immunity to taxation, any of the Lessee's obligations under Section 3.5 (provided however, that nothing in this Agreement shall be construed to be an independent basis to impose liability for taxes on an agency of the State of Florida);

16.3.3.2. any of the Lessee's obligations under Section 4.1;

16.3.3.3. the Lessee's obligations to maintain insurance under Article 12 (because agencies of the State of Florida are self-insured through the Division of Risk Management); and

16.3.3.4. the Lessee's obligations to perform *Restorations* under Article 13 (because any expenditures on the *Toll Road Project* by the Florida Department of Transportation would be subject to legislative approval of the Department's work program and any expenditures by the Department or another agency of the State of Florida would be subject to appropriation by the Legislature).

Provided however that once a *Leasehold Mortgagee* that is an agency of the State of Florida goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* that is not an agency of the State of Florida in accordance with the provisions of this Agreement, such other *Person* who obtains possession and control of the *Lessee Interest* shall be responsible for the Lessee's obligations under Section 3.5 and Article 12 and Article 13.

16.3.4. Once the *Leasehold Mortgagee* goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* in accordance with the provisions of this Agreement, the *Leasehold Mortgagee* shall cease to be responsible for any of the Lessee's obligations under this Agreement accruing thereafter, and to the extent assumed by any *Transferee* or any other *Person* acceptable to the Lessor, for any of the Lessee's obligations under this Agreement accrued during the period in which the *Leasehold Mortgagee* itself or by an agent or a receiver and manager was the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or was in control or possession of, the *Lessee Interest*, and shall cease to be entitled to any of the Lessee's rights and benefits contained in this Agreement, except, if the *Leasehold Mortgage* remains outstanding, by way of security.

16.3.5. If this Agreement is terminated for any reason or is extinguished for any reason (including without limitation a rejection of this Agreement in a bankruptcy or other insolvency proceeding), the *Leasehold Mortgagee* may elect to demand of the Lessor, by written notice in accordance with Section 18.18 below no later than thirty (30) days after such termination, a new lease of the *Leased Property* (together with any *Toll Operations Improvements* that may be in the possession or control of the Lessor). The Lessor agrees, if there are outstanding obligations of the Lessee to the *Leasehold Mortgagee*, to enter into a new lease agreement subject to the following requirements, conditions, and provisions (the "New Agreement"):

16.3.5.1. The Lessee in the New Agreement may be either the *Leasehold Mortgagee* or its designee or nominee; provided that such designee or nominee either is controlled by the *Leasehold Mortgagee* or is approved by the Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed;

16.3.5.2. The New Agreement shall be for the remainder of the *Term* of this Agreement, effective on the date of termination of this Agreement, and shall contain, and be subject to, the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in this Agreement.

16.3.5.3. The New Agreement shall be executed by the parties thereto within a reasonable time after receipt by the Lessor of notice of the election of the *Leasehold Mortgagee*, or such other acquiring person, to enter into the New Agreement.

16.3.5.4. The New Agreement and the leasehold estate created thereby shall, subject to the same conditions contained in this Agreement, continue to maintain the same priority as in this Agreement with regard to any *Leasehold Mortgage* or any other lien, charge or encumbrance affecting the *Lessee Interest*.

Concurrently with the execution and delivery of the New Agreement, the Lessor shall assign to the lessee named therein all of its right, title and interest in and to moneys, if any, then held by or payable to the Lessor which the Lessee would have been entitled to receive but for the termination of the Agreement.

16.3.5.5. If the Lessee refuses to surrender possession of the *Leased Property*, the Lessor shall, at the request of *Leasehold Mortgagee* or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the Lessee and all other occupants who are not authorized to remain in possession hereunder. Any such action taken by the Lessor at the request of *Leasehold Mortgagee* or such other acquiring person shall be at the *Leasehold Mortgagee's* or such other acquiring person's sole expense.

16.4. **Recognition by the Lessor of *Leasehold Mortgagee*.** Notwithstanding anything in this Agreement to the contrary (except that this Section 16.4 shall not apply to a *Leasehold Mortgagee* that is an agency of the State of Florida who notifies Lessor of the existence of a *Leasehold Mortgage* to which it is a party), if there is more than one *Leasehold Mortgagee*, only that *Leasehold Mortgagee*, to the exclusion of all other *Leasehold Mortgagees*, whose written notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements*, shall have the rights as a *Leasehold Mortgagee* under this Article 16, or otherwise under this Agreement, unless such *Leasehold Mortgagee* has designated in writing another *Leasehold Mortgagee* to exercise such rights; provided, however, that such notice may name more than one *Leasehold Mortgagee* and the rights referred to in this Section 16.4 may extend to all *Leasehold Mortgagees* named therein if such notice is submitted by a *Representative* of all such *Leasehold Mortgagees* (which *Representative* may itself be a *Leasehold Mortgagee*).

Article 17.
DISPUTE RESOLUTION

17.1. **Scope.** Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, or any question as to whether such dispute is subject to the provisions contained in this Article 17, shall be resolved as set forth in this Article 17.

17.2. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve all disputes that may arise under this Agreement. The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or other such authority, prior to or simultaneously with resorting to resolution under Section 17.3 below, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Section 17.2, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding pursuant to Section 17.3

below at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

17.3. **Civil Litigation.** In the event the *Parties* fail to resolve the dispute within sixty (60) days after initiation of the informal dispute resolution procedures set forth in Section 17.2 above, or such longer period as the *Parties* may mutually agree, either *Party* may initiate a civil action in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida, and in accordance with all applicable Florida Rules of Civil Procedure. The *Parties* acknowledge and understand that, to resolve any and all claims arising out of this Agreement, they may file a civil action only in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida.

17.4. **Tolling.** If a *Party* receiving a written notice of default under this Agreement contests, disputes, or challenges the propriety of such notice by making application to the informal dispute resolution procedures set forth in Section 17.2 above, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final decision.

Article 18.
MISCELLANEOUS

18.1. **Amendment.** This Agreement may be amended, changed, or supplemented only by a written agreement signed by the *Parties* and, if applicable, the consent of any *Leasehold Mortgagees* in accordance with Section 16.1.6 above.

18.2. **Applicable *Laws*, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal *Laws* of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

18.3. **Assignment/Sale.**

18.3.1. **Lessee Assignment**. The Lessee shall not assign this Agreement, in whole or in part, or sublease the *Leased Property*, in whole or in part, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the Lessee be released from any obligation or liability under this Agreement following any such assignment or sublease.

18.3.2. **Lessor Sale and Assignment**. The Lessor shall have the right to sell, transfer or assign, in whole or in part, the *Leased Property* and its rights and obligations under this Agreement; provided, however, that such sale and assignment shall be permitted only to the extent that it will not result in the Lessee's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity. Any such sale, transfer or assignment shall operate to release the Lessor from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

18.4. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not

affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Section 1.2 above.

18.5. **Consents and Approvals.** Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either *Party*, such approval or consent, and any request therefor, must be in writing, unless waived in writing by the other *Party*.

18.6. **Costs.** Except as otherwise provided in this Agreement, each *Party* shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

18.7. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each *Party* and delivered to all *Parties*. To evidence the fact that it has executed this Agreement, a *Party* may send a copy of its executed counterpart to the other *Party* by facsimile transmission. Such *Party* shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such *Party* shall forthwith deliver to the other *Party* an original counterpart of this Agreement executed by such *Party*.

18.8. **Cumulative Remedies.** The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by *Law*.

18.9. **Due Diligence.** The Lessor and the Lessee shall each use due diligence in performing their obligations under this Agreement.

18.10. **Enforcement.** In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees, whether incurred at the pre-trial, trial, or appellate levels.

18.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the *Parties* pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the *Parties*. There are no representations, warranties, conditions, or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any *Party* to enter into this Agreement or on which reliance is placed by any *Party*, except as specifically set forth in this Agreement.

18.12. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18.13. **Force Majeure.** The Lessor shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the Lessor's control, including, but not limited to, war; force of nature including fire,

earthquake, and sinkholes; labor disputes; and manufacturing, supplier, or transportation shortages or delays.

18.14. **Further Acts.** The *Parties* shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each *Party* shall, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other *Party* in order to cure any defect in the execution or delivery of this Agreement.

18.15. **Generally Accepted Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with then-generally accepted accounting principles in the United States of America, consistently applied.

18.16. **Inurement and Binding Effect.** This Agreement shall inure to the benefit of the *Parties* and their respective permitted successors and assigns and be binding upon the *Parties* and their respective successors and assigns.

18.17. **Joint Preparation.** The *Parties* acknowledge and agree that each *Party* has substantial business experience and is fully acquainted with the provisions of this Agreement, that the provisions and language of this Agreement have been fully negotiated, and that no provision of this Agreement shall be construed in favor of any *Party* or against any *Party* by reason of such provision of this Agreement having been drafted on behalf of one *Party* rather than the other *Party*.

18.18. **Notice.** All notices, other communications, and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail, return receipt requested and postage prepaid, addressed as follows:

18.18.1. In the case of the Lessor:

Orchard Pond, LLC

with a copy to:

18.18.2. In the case of the Lessee:

Orchard Pond Greenway, LLC

with a copy to:

and to

David A. Theriaque, Esquire
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308

or such other persons or addresses as either *Party* may from time to time designate by written notice to the other *Party*. A written notice, other communication, or approval shall be deemed to have been sent and received:

18.18.2.1. On the day it is delivered, or if such day is not a *Business Day* or if such notice is received after ordinary office hours (time of place of receipt), the notice, other communication, or approval shall be deemed to have been sent and received on the next *Business Day*; or

18.18.2.2. On the fourth *Business Day* after mailing if sent by United States registered or certified mail.

18.19. **Number and Gender.** Terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa and words in one gender include all genders.

18.20. **Partnership or Third-Party Beneficiaries.** Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, or principal and agent relationship between the Lessor and the Lessee. Except as expressly provided herein to the contrary, including with respect to such rights as are expressly granted to each *Leasehold Mortgagee* pursuant to this Agreement, no term or provision hereof shall be construed in any way to grant, convey, or create any rights or interests to or in any *Person* not a *Party* to this Agreement.

18.21. **Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable *Law*. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any *Person* or circumstances is held or deemed to be or determined to be invalid, inoperative, or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable *Law*, or public policy, or for any other reason, (i) such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and (ii) the *Parties* shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the *Parties* cannot agree on an appropriate amendment, either *Party* may refer the matter for determination pursuant to the informal dispute resolution procedures set forth in Section 17.2 above.

18.22. **Time.**

18.22.1. **References to Specific Time.** Unless specified otherwise, all statements of or references to a specific time are to Eastern Time.

18.22.2. **Period of Days.** A period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a *Business Day*, the period shall be deemed to end at 5:00 p.m. on the next *Business Day*.

18.23. **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the *Party* giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any *Party* to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

IN WITNESS WHEREOF, the Lessor and the Lessee each has caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES

LESSOR:

ORCHARD POND, LLC

By: SMan Management, LLC
Its: Manager

By: _____
Jeffrey S. Phipps
Its: Manager

Date: _____

_____
Print: _____

_____
Print: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

_____
PRINTED NAME
My commission expires:

WITNESSES

LESSOR:

ORCHARD POND GREENWAY, LLC

By: SMan Management, LLC
Its: Manager

_____
Print: _____

By: _____
Jeffrey S. Phipps
Its: Manager

_____
Print:_____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

_____
PRINTED NAME
My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PROPERTY

(to be amended in accordance with Section 2.2.1.2)

EXHIBIT "A"

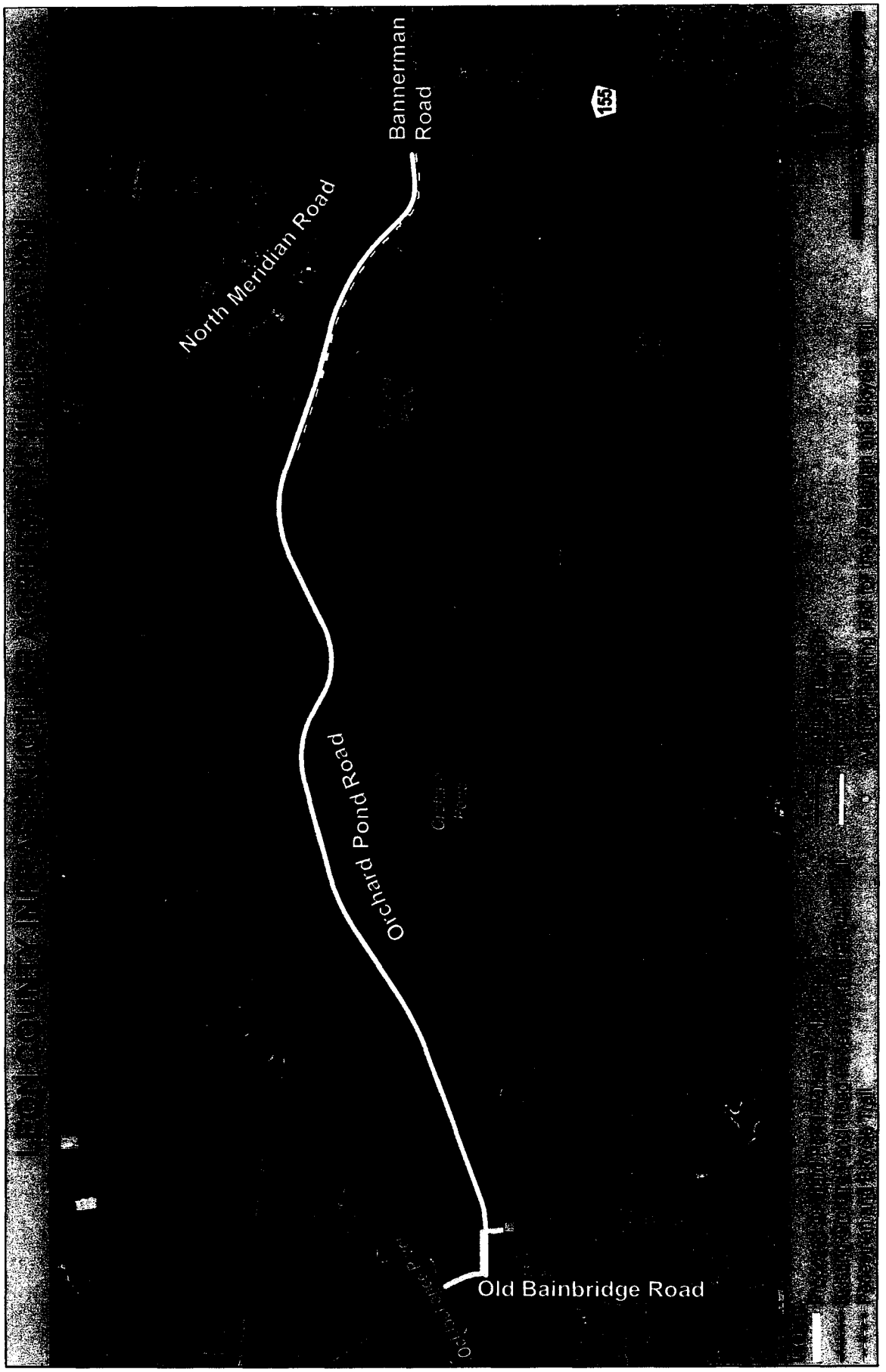
Bannerman Road
155
North Meridian Road
Orchard Pond Road
Old Bainbridge Road

EXHIBIT "B"

MAINTENANCE STANDARDS

(to be completed prior to completion of Road Improvements and incorporated in an amendment)

FIRST ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT

THIS FIRST ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT (hereinafter "Addendum") is entered into as of December 5, 2014, by and between LEON COUNTY, FLORIDA (hereinafter "the County"), a charter county and political subdivision of the State of Florida, ORCHARD POND GREENWAY, LLC (hereinafter "the Operator"), a Florida limited liability company, ORCHARD POND, L.L.C. (hereinafter "OP"), a Florida limited liability company, and ORCHARD POND PARKWAY, LLC (hereinafter "OPP"), a Florida limited liability company.

WHEREAS, the County, the Operator, and OP entered into that certain Tri-Party Infrastructure and Conveyance Agreement effective August 14, 2013 with respect to the construction of a toll road project known as Orchard Pond Parkway ("the Agreement"); and

WHEREAS, the parties to the Agreement now desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the County, the Operator, OP, and OPP hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

2. The Agreement is hereby amended to provide that OPP, as the successor in title to the real property being the subject of the Agreement, is substituted as the "Owner" (as defined in section 2(n) of the Agreement) in the place of OP.

3. Section 10.(c)(v) of the Agreement is hereby amended to add the following provision:

"5. that certain Mortgage & Security Agreement dated December 5, 2014 by and between Orchard Pond Parkway, LLC, as Mortgagor, Orchard Pond Greenway, LLC, as Borrower, and State of Florida Department of Transportation, as Lender, and recorded in Official Records Book 4741, at Page 1211 of the Public Records of Leon County, Florida (hereinafter "the SIB Mortgage"). While the County's title to such real property will be subject to the SIB Mortgage, the County shall have no obligation to pay the debt secured by the SIB Mortgage, which shall remain the obligation of the Borrower."

4. Section 14 of the Agreement is hereby amended with regard to notices to the Owner to read as follows:

For the Owner:

Orchard Pond Parkway, LLC
c/o Jeffrey S. Phipps
500 Orchard Pond Road
Tallahassee, Florida 32312

Copy to:

Michael P. Bist
Gardner, Bist, Wiener, Bowden, Bush
Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308

5. Except as specifically amended in this Addendum, all of the terms, provisions, covenants, and conditions of the Agreement shall remain unmodified and in full force and effect as written.

The above-named parties have executed this Addendum to be effective as of the date set forth above.

ORCHARD POND, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

By: SMan Management, LLC, a Florida limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

ORCHARD POND PARKWAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By: SMan Management, LLC, a Florida limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

ORCHARD POND GREENWAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By: SMan Management, LLC, a Florida limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

LEON COUNTY, FLORIDA

By: Mary Ann Lindley, Chairman
Board of County Commissioners

APPROVED AS TO FORM:
County Attorney's Office

Herbert W. A. Thiele, Esquire
County Attorney

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By _____
Clerk

Rev: 01/26/15

Leon County
Board of County Commissioners

Cover Sheet for Agenda #34

July 9, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney
Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider a Proposed Tri-Party Infrastructure and Conveyance Agreement Related to the Orchard Pond Parkway Toll Road

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County Administrator Review and Approval	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Tony Park, P.E., Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Kimberly Wood, P.E., Chief of Engineering Coordination Daniel J. Rigo, Assistant County Attorney

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct public hearing and approve the proposed Tri-Party Infrastructure and Conveyance Agreement (Attachment #1), with any additional non-substantive changes to the Leasehold Mortgage provisions within Exhibit "B" therein in a form approved by the County Attorney.

Option #2 Authorize the Chairman and County Administrator to execute and accept any and all documents necessary to effectuate the conveyances to the County of the Leased Property, the Scenic Easements, and the Recreational Trails as set forth in the Tri-Party Infrastructure and Conveyance Agreement.

Report and Discussion

Background:

This agenda item requests the Board to conduct a public hearing to consider a proposed Tri-Party Infrastructure and Conveyance Agreement (the "Tri-Party Agreement") (Attachment #1) related to the Orchard Pond Parkway Toll Road (the "Project") proposed to be constructed and operated by Orchard Pond Greenway, LLC (the "Operator") pursuant to a long-term Toll Road Operation and Lease Agreement (the "Lease") on approximately 52 acres of land (the "Leased Property") owned by Orchard Pond, LLC (the "Owner"). The purpose of the Tri-Party Agreement is to (i) clarify the process by which the County will review the plans for the road improvements on the Project and make final design recommendations, (ii) set forth the terms by which the Owner, after the Operator's completion of the Project, will convey the Leased Property in fee simple to the County along with an assignment of the Lease, and (iii) set forth the terms by which the Owner will convey to the County the various other property interests adjacent to the Leased Property for use as recreational trails and scenic easements. The Tri-Party Agreement is not intended to, nor does it, approve or authorize any amount of development or type of use on the Leased Property except as consistent with the requirements of the Tallahassee-Leon County Comprehensive Plan and the County's Land Development Code. The Tri-Party Agreement includes a conceptual illustration of the Project that depicts the Leased Property as the proposed alignment of the Orchard Pond Parkway, and also depicts the proposed recreational trails and scenic easements adjacent the Leased Property (Attachment #2).

At its April 23, 2013 regular meeting, the Board accepted staff's recommendation to originally consider the Proposed Tri-Party Agreement at a public hearing on May 14, 2013. However, upon the request by the Owner and Operator for additional time to review and discuss the details of the Project with the County, the County Attorney informed the Board by memorandum on May 3, 2013 that the public hearing would be postponed to a later publicly noticed date. After further review of the Project and negotiating the terms of the Tri-Party Agreement, the parties agreed that July 9, 2013 would be an appropriate date for the public hearing.

Orchard Pond Road is currently a 5.3-mile County-maintained dirt road that meanders between Meridian and Old Bainbridge Roads. The road was not built to any geometric standards and several of the curves are too sharp for normal vehicle speed. The County has historically maintained the road without a deeded right-of-way. The roadway is located within the Lake Jackson Special Development Zone ("SDZ") and the Ochlockonee River Outstanding Florida Water (OFW) zone. Currently, there are a few residences at each end of the roadway. The reconstruction of Orchard Pond Road is included in the Capital Regional Transportation Planning Agency Regional Mobility Plan. However, due to the lack of projected funding for the next 25 years, it is listed in the "Needs Plan."

On October 21, 2011, the Florida Department of Transportation ("FDOT") awarded a State Infrastructure Bank ("SIB") loan to the Operator for the construction of the Project to be designed as a two-lane toll road and associated facilities between Meridian Road at its eastern terminus and Old Bainbridge Road at its western terminus. The SIB loan will fund $10,500,000.00 of the approximate $17,294,168.00 Project cost, with the Operator funding the remainder. The SIB loan is anticipated to be repaid with toll revenues generated by the Project.

The Orchard Pond Parkway will follow a path similar to the existing Orchard Pond Road and will comply with all SDZ requirements for stormwater management. It is anticipated that the proposed roadway alignment will meet, or exceed, all current geometric standards for such roadway design and it is expected that wetland and floodplain impacts would be minimal and that associated mitigation will meet County Land Development Code requirements. The Project will significantly improve east/west connectivity between US-319 and US-27 north of Lake Jackson and south of County Road 12. The Project will enhance mobility in the northern part of the County and will provide direct relief to I-10 between Capital Circle Northwest and US-319 north of I-10. Under the current proposal, all of the existing residences would be able to access public roads without utilizing the Orchard Pond Parkway.

The recreational trails to be conveyed in fee simple to the County at the completion of the Project will be located adjacent to the Leased Property and are intended for public use by pedestrians and bicyclists and are consistent with the existing Greenways Master Plan concept of a bike and pedestrian connection between Old Bainbridge Road and Meridian Road. The scenic easements to be conveyed to the County at the completion of the Project will also be adjacent to the Leased Property and are intended for the benefit of the public by maintaining and preserving the view from the Orchard Pond Parkway and the adjacent recreational trails.

The project was previously reviewed by the Board on November 8, 2011 as a status report on the Project and SIB loan award. At that time, the County's role in permitting the Project was unclear. Staff has since determined that the Project is not subject to site plan review; it appears that the only County permit that will be required of the Operator is an environmental management permit ("EMP"). However, issuance of the EMP will require that the Project be consistent with the Tallahassee-Leon County Comprehensive Plan and the Leon County Code of Laws.

The Operator has determined that it would be advantageous for the County to own the land and road improvements associated with the Project in order for the Operator to utilize the FDOT regulations in conducting the toll road operations after the Project is completed. In addition to clarifying the County's design review process for the project, the Tri-Party Agreement addresses conveying fee simple ownership of the land and road improvements to the County at the completion of construction of the project and prior to opening the Orchard Pond Parkway to traffic.

Analysis:
Staff has determined that the general plan of development as proposed under the Tri-Party Agreement is consistent with the Tallahassee-Leon County Comprehensive Plan based on the intent of the project to provide a transportation roadway for use by the population of the Urban Service Area and as an inter-county transportation roadway.

Upon obtaining the Board's approval of the Tri-Party Agreement, the Owner, as the Lessor, and Operator, as the Lessee, will enter into the Toll Road Operation and Lease Agreement, a copy of which is attached to the Tri-Party Agreement as Exhibit "B" (the "Lease Agreement"). The Lease Agreement will govern the terms by which the Project will be constructed and operated on the Leased Property by the Operator. Although the Owner will be initially executing the Lease Agreement and will remain as the Lessor through the completion of the Project, the County will succeed the Owner as the Lessor upon the conveyance of the Leased Property to the County. It is anticipated that the County will remain as the successor Lessor through the duration of the Lease Agreement. In anticipation of the assignment of the Lease Agreement to the County at the completion of the Project, County staff negotiated the terms of the Lease Agreement as though it was actually the Lessor. As such, it is important for the Board in its consideration of the Tri-Party Agreement to also consider the terms of the Lease Agreement attached thereto as Exhibit "B." A summary of the both the Tri-Party Agreement and the Lease Agreement follows.

Tri-Party Infrastructure and Conveyance Agreement

The purpose of the Tri-Party Agreement is to (i) clarify the process by which the County will review the plans for the road improvements on the Project and make final design recommendations, (ii) set forth the terms by which the Owner, after the Operator's completion of the Project, will convey the Leased Property in fee simple to the County along with an assignment of the Lease, and (iii) set forth the terms by which the Owner will convey to the County the various other property interests adjacent to the Leased Property for use as recreational trails and scenic easements. The provisions of these three elements will be summarized along with other notable provisions contained in the Tri-Party Agreement.

- *Design Review Process*. The Operator will be required to design the road improvements in accordance with adopted standards for the design of public collector/arterial roads, with any applicable development standards established in the County's Land Development Code, and with any other applicable laws. The design of the road improvements will also be subject to the following review process:
    - Separate and apart from the County's review for approval of any permits for the project, County staff will be entitled to review the plans for the design of the road improvements and provide recommendations to assist in assuring that such design is consistent with the County's standards.

- The Operator will be required to submit the plans for the roadway improvements to County staff for review and recommendations at each progress point customary for such roadway design: 30%, 60%, 90%, and 100% of design completion. No later than three business days after each such plans receipt by the County, the County staff will provide any recommended plans revisions in writing to the Operator.
- If the Operator disapproves of the County's recommended plans revisions, the Operator and the County will be required to attempt in good faith to reconcile the differences by taking part in an informal dispute resolution procedure, except for instances in which the recommended design revisions are required by law. The dispute resolution procedure will be as follows:
  - no later than three business days after the County's receipt of written notice from the Operator of a disagreement with the County's recommended plans revisions, the authorized designated representative of the County and the Operator will meet to discuss a resolution. If, within two business days after their first meeting, the designated representatives are unable to resolve the disagreement, the matter will be presented to the Engineering Design Panel, which will expeditiously resolve the disagreement by majority vote. The Engineering Design Panel will comprise three transportation design engineers: one each selected by the County and the Operator who then, in turn, select the third engineer.

- *Conveyance of the Leased Property, Recreational Trails, and Scenic Easements*. The legal descriptions establishing the exact locations of the Leased Property, recreational trails, and scenic easements will not be finalized until after the completion of the road improvements. In the interim, the Tri-Party Agreement utilizes the Project conceptual illustration (Attachment #2) to describe them and establish the terms and conditions by which they will be conveyed to the County as follows:
  - Leased Property. The Leased Property is defined as the land comprising the proposed Orchard Pond Parkway alignment, as depicted on the Project conceptual illustration, together with the road improvements. Excluded from the Leased Property are any of the improvements associated with the toll operations. The Leased Property will be conveyed to the County in fee simple and will be subject to the Lease Agreement assigned to the County at the time of the conveyance.
  - Recreational Trails. The recreational trails comprise the pedestrian and bike trail, the riverwalk trail, and the parking area, all as depicted on Project conceptual illustration. The lands conveyed to the County for the recreational trails will be conveyed in fee simple subject to the following conditions:
    - that they will be located on land that is suitable for the development of the intended use without extraordinary development costs to the County; and
    - that use for vehicular access necessary for maintenance of the recreational trails, scenic easements, and stormwater facilities will not be prohibited.

- Scenic Easements. The scenic easements as depicted on the Project conceptual illustration will be conveyed to the County as perpetual easements subject to the following conditions:
  - that they will not prohibit use for stormwater management required for the development of the recreational trails; provided that the County shall use reasonable efforts to minimize such use within the scenic easements by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its recreational trails;
  - that, to the extent that they do not provide sufficient area for such stormwater management, the Owner will convey to the County, at no cost to the County, additional easement interests sufficient to accommodate such stormwater management needs; and
  - that use for vehicular access necessary for maintenance of the recreational trails, scenic easements, and stormwater facilities will not be prohibited.
- Conveyances to County. The Leased Property, recreational trails, and scenic easements will be conveyed to the County at a closing to take place no later than twenty business days after the Operator has obtained authorization to open the completed Project to traffic. The conveyances are subject to the satisfaction of the following conditions:
  - that no later than ten business days prior to closing, the Owner will deliver to the County a true copy of the maintenance standards for the road improvements, in a form acceptable to the County, which will to be incorporated by amendment into the Lease Agreement; and an executed copy of such amendment to the Lease Agreement will be delivered to the County at, or prior to, closing;
  - that no later than twenty business days prior to closing, the Owner will deliver to the County the final form of the surveys and legal descriptions for the Leased Property, the scenic easements, and the recreational trails for use by the County in obtaining a title commitment;
  - that no later than ten business days prior to closing, the County will notify the Owner in writing of any unacceptable title defects in the Leased Property, the scenic easements, and the recreational trails, and such title defects will be cured by Owner, at Owner's expense, prior to closing;
  - that the Owner will convey marketable title to the Leased Property and the recreational trails by general warranty deed;
  - that the Owner shall convey the scenic easements by perpetual easement subject to the condition that they do not prohibit the use for stormwater management as previously described above and subject to the Owner's reservation of the right to cross the scenic easements with roads and equipment crossings;
  - that any taxes and special assessments which are a lien upon the Leased Property or the recreational trails on or prior to the date of closing (except current ad valorem taxes which are not yet due and payable) will be paid by the Owner;

- that any documentary stamp taxes and transfer taxes payable in connection with the conveyances, the cost of the surveys, and the recording costs to cure any title or survey defects shall be paid by Owner; and
- that the County shall pay the cost to record the deeds and the easements, and the costs attributable to the issuance of the owner's title insurance policy.

- *Other Notable Provisions*. The Board should also note the following provisions in its consideration of the Tri-Party Agreement:
  - Construction of Road Improvements; CEI Requirement. The Operator is required to construct the road improvements in accordance with adopted standards for the construction of public collector/arterial roads, and to meet all County ordinances, codes, and standards, and any other Laws applicable at the time of construction. In addition, the Operator will, at the Operator's expense, retain an engineering firm approved by the County to provide construction engineering and inspection services ("CEI Services") with a scope of services to include, but not be limited to, the following:
    - administer, monitor, and inspect the construction contract such that the road improvements are constructed in reasonable conformity with the plans;
    - observe the construction contractor's work to determine the progress and quality of such work, and identify and report discrepancies to the Operator and the County, and direct the construction contractor to correct such observed discrepancies; and
    - inform the Operator and the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the construction contractor and the corrective action that has been directed to be performed by the construction contractor.
  - Reduced Permit Fee. In consideration for the benefits provided to the County in the Tri-Party Agreement, the County agrees, as part of its permit process, to accept an application fee of $90,000.00. The County will process the application as required by the Land Development Code.
  - Roads and Equipment Crossings. The Owner will have the right to cross all scenic easements and recreational trails with roads or equipment crossings, with the exception of the riverwalk trail and the western parking pad. The County will be required to accommodate all existing roads and equipment crossings in its design and construction of the recreational trails. The Owner will be responsible for paying all costs associated with the design and construction of such roads and/or equipment crossings that the Owner creates after the County's completion of the recreational trails. The Owner will also be responsible for repairing any damage to the scenic easements and recreational trails resulting from such crossings.

- Comprehensive Plan Amendment Restriction. For a period of seven years after the effective date of the Tri-Party Agreement, the Owner will be prohibited from filing an application for an amendment to the Tallahassee-Leon County Comprehensive Plan requesting any increased density or intensity on the Owner's property surrounding the Leased Property; provided, however, that such prohibition will not be applicable to any portion of the such property that is located within the Urban Service Area. This restriction will not be deemed to represent the County's support for any such amendments proposed after the specified period seven-year period.
- Operation Rights and Maintenance Responsibilities. The Parties' operation rights and maintenance responsibilities, and the costs associated therewith, with regard to the Leased Property, the scenic easements, and the recreational trails, will be as follows:
  - The Operator will be entitled to operate the Orchard Pond Parkway, including the road improvements and the toll operation improvements, and shall be responsible for the maintenance thereof;
  - The County shall be entitled to operate the recreational trails and shall be responsible for the maintenance thereof; and
  - The Owner shall be responsible for the maintenance of the scenic easements.
- Stormwater Management Facilities; Owner's Use; Design. The Owner will have the exclusive right to utilize any water contained in the stormwater management facilities located on the Leased Property, provided such use does not adversely affect the ability of such stormwater management facilities to function as designed. All stormwater management facilities constructed by the Operator on the Leased Property will be designed to meet applicable County standards at the time of the Operator's application for such permits and will include accommodations within the boundaries of the Leased Property for vehicular ingress and egress to such facilities for maintenance purposes.

Toll Road Operation and Lease Agreement

The Lease Agreement is an attachment to the Tri-Party Agreement as Exhibit "B" and is important for the Board to consider because the County will be a party to the Lease Agreement, as the Lessor, upon the conveyance of the Leased Property to the County at the completion of the Project. The Operator from the Tri-Party Agreement is one and the same as the Lessee in the Lease Agreement. The Leased Property, as defined, is the land together with the Road Improvements, as defined. The Toll Road Project, as defined, comprises the Road Improvements together with the Toll Operations Improvements, as defined. The term of the lease is for 99 years with extensions as described below. The Lease Agreement contains the following important and notable provisions:

- Lessee's Right to Operate the Toll Road. During the term of the Lease Agreement, the Lessor grants to the Lessee the exclusive right, license, and franchise to conduct and perform the Toll Operations, as defined, and to collect, receive, and use the Toll Revenues, as defined.

- Rent. The Lessee will pay an annual rent in the nominal amount of One Dollar ($1.00).

- Extension for Approved Additional Investment. If the Lessee makes any Approved Additional Investments, as defined, the term is extended automatically, determined by multiplying 99 years times a fraction, the numerator of which will be the dollar amount of the approved additional investment and the denominator of which will be Five Million and 00/100 Dollars ($5,000,000.00). In no event shall any extension for an approved additional investment, when added to the time remaining under the existing term immediately prior to such extension, 99 years.

- Permitted Use. The Lessee's use of the Leased Property is limited to conducting Toll Operations and constructing, installing, operating, and maintaining any and all Road Improvements and Toll Operations Improvements, and any other such activities necessary to conduct Toll Operations.

- Title to the Leased Property and the Toll Operations Improvements.
    - The Leased Property, will be owned in fee simple by, and belong to, the Lessor.
    - The ownership of the Toll Operations Improvements will be the property of the Lessee separate and apart from the real property comprising the Leased Property.
    - The Lessor's ownership in fee simple of the Leased Property, the Lessee's leasehold estate in the Leased Property, and the Lessee's ownership in the Toll Operations Improvements each is and will be separable, one from the others.

- Operation of the Toll Road Project. Upon completion of the Toll Road Project, the Lessee will, at Lessee's expense, be responsible for the Toll Operations and will otherwise cause the Toll Road Project to be operated consistent with the permits and all applicable laws. The Lessee's responsibility to conduct the Toll Operations shall be at Lessee's expense and shall include, but not be limited to, the following:
    - the maintenance and repair of the Road Improvements in accordance with the Maintenance Standards, as defined; and
    - the maintenance and repair of the Toll Operations Improvements; and

- Toll Operations. The Lessee will be required to cause the Toll Road Project to be continuously open and operational for use by all members of the public for Toll Road Purposes, as defined, as a controlled access public roadway, twenty-four (24) hours a day, every day.

- Deadline for Completion of Project. The Lessee, and at its sole cost and expense, will commence the construction of the Toll Road Project no later than sixty days after the issuance of the last permit, and will be required to complete the Toll Road Project not later than 24 months after commencing construction.

- Toll Rates. The Lessee will have the absolute right, exercisable in its sole discretion, to set all toll rates and charges to be paid by users of the Toll Road Project. Further, the Lessee may increase or decrease such rates from time to time, in its sole discretion. Such toll rates and charges will, at all times during the term, comply and be in accordance with any and all applicable laws.

- Toll Revenues. The Lessee will, at all times during the term, have the right, title, entitlement, and interest in and to all Toll Revenues. The Lessee will use all Toll Revenues to pay for the costs necessary for the proper operation and maintenance of the Toll Road Project in accordance with the Maintenance Standards and any other applicable provisions of the Lease Agreement. Toll Revenues collected by the Lessee will be applied and paid in the following order of priority:
    - first, to the costs of performing all work required to comply with and implement the Maintenance Standards and to conduct the Toll Operations;
    - second, to the scheduled repayment of Leasehold Mortgage Debt, as defined;
    - third, to the payment of any rent required to be paid to the Lessor hereunder;
    - fourth, to create and maintain a reasonable reserve for the maintenance, renewal, and replacement of the Toll Road Project; and
    - fifth, the balance, if any, shall be the property of the Lessee.

- Permanent Closure and Interference Events. The Lessor will be deemed be in default, and subject to any claims from the Lessee for damages, if it causes either a Permanent Closure or and Interference Event. The avoidance of these events by the County, as Lessor, could result in an increase in construction costs for a road construction or repair project that takes place in the vicinity of the Orchard Pond Project. For example, the construction costs for an improvement project on Bannerman Road could be significantly increased if the avoidance of an Interference Event had to be taken into consideration.
    - Permanent Closure. A Permanent Closure occurs if the Toll Road Project is permanently closed for use by the public, which permanent closure is directly and exclusively attributable to an action by the Lessor.
    - Interference Event. An Interference Event means an event that results in a negative Traffic Impact, as defined, that is directly and exclusively attributable to a detour of traffic which:
        - is necessitated by the construction or repair of a road, or associated facilities, by, or on behalf of, the Lessor;
        - prevents traffic from entering the Toll Road Project at the entrance nearest such detour;
        - continues for a period not less than twelve (12) consecutive hours; and
        - is not the result of an Emergency, as defined.

- Leasehold Mortgages. The Lessee will have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, as defined, subject to the following conditions:
    - No Leasehold Mortgage will extend to or affect the Lessor's fee simple interest in the Leased Property;
    - The Lessor will have no liability whatsoever for payment of any part of the Leasehold Mortgage Debt and the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the Lessor for any or all of the same.
- Lessor Sale and Assignment. The Lease Agreement grants the right to the Lessor to sell, transfer or assign, in whole or in part, the Leased Property and its rights and obligations under this Agreement. However, this right is limited to the extent that it will not result in the Lessee's loss of its rights associated with conducting the Toll Operations on the Leased Property while under the ownership of the County or other such governmental entity. This limitation on the Lessor's sale of the Leased Property may effectively limit the County to sales only to other governmental entities.

County staff has negotiated with the Owner and Operator over the last several weeks to finalize the terms of the Tri-Party Agreement and the Lease Agreement. The only issues that may remain as of the date of this writing are related to the final review by FDOT of the Leasehold Mortgage provisions in the Lease Agreement relating to the SIB loan. In the event there are additional non-substantive revisions needed for the Leasehold Mortgage provisions, the Board is requested to authorize such non-substantive revisions in a form approved by the County Attorney.

While not required, staff recommended that the Board hold a public hearing to consider the Tri-Party Agreement to allow for the greatest amount of public input. The public hearing was noticed consistent with the County's practice for public notices (Attachment #3).

Options:

1. Conduct public hearing and approve the Proposed Tri-Party Infrastructure and Conveyance Agreement, with any additional non-substantive changes to the Leasehold Mortgage provisions within Exhibit "B" therein in a form approved by the County Attorney.
2. Authorize the Chairman and County Administrator to execute and accept any and all documents necessary to effectuate the conveyances to the County of the Leased Property, the Scenic Easements, and the Recreational Trails as set forth in the Tri-Party Infrastructure and Conveyance Agreement.
3. Conduct public hearing and do not approve the Proposed Tri-Party Infrastructure and Conveyance Agreement.
4. Board direction.

Recommendation:
Options #1 and #2.

Attachments:

1. Proposed Tri-Party Infrastructure and Conveyance Agreement.
2. Conceptual Illustration Depicting the Orchard Pond Parkway, Scenic Easements, and Recreational Trails.
3. Notice of Public Hearing.

Leon County
Board of County Commissioners

Notes for Agenda Item #5

Leon County
Board of County Commissioners

Cover Sheet for Agenda #5

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Payment of Bills and Vouchers Submitted for April 12, 2016 and Pre-Approval of Payment of Bills and Vouchers for the Period of April 13 through April 25, 2016

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

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for April 12, 2016, and pre-approve the payment of bills and vouchers for the period of April 13 through April 25, 2016.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval April 12, 2016 and pre-approval of payment of bills and vouchers for the period of April 13 through April 25, 2016. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the April 12, 2016 meeting, the morning of Monday, April 11, 2016. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting until April 26, 2016, it is advisable for the Board to pre-approve payment of the County's bills for April 13 through April 25, 2016, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for April 12, 2016, and pre-approve the payment of bills and vouchers for the period of April 13 through April 25, 2016.
2. Do not approve the payment of bills and vouchers submitted for April 12, 2016, and pre-approve the payment of bills and vouchers for the period of April 13 through April 25, 2016.
3. Board direction.

Recommendation:

Option #1.

Leon County
Board of County Commissioners

Notes for Agenda Item #6

Leon County
Board of County Commissioners

Cover Sheet for Agenda #6

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Award for Broker Services for County's Insurance

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship Karen Melton, Risk Management

Fiscal Impact:

This item has a fiscal impact to the County of $24,999 annually. This is a $15,000 decrease over the expiring broker services contract. Funds are anticipated in the FY 16/17 budget to support this anticipated expenditure.

Staff Recommendation:

Option #1: Approve the award of broker services with Brown and Brown of Florida, Inc. as Leon County's insurance broker for $24,999 annually, and authorize the County Administrator to execute the broker services agreement in a form approved by the County Attorney.

Report and Discussion

Background:
On December 8, 2015, the Board authorized staff to develop and issue a Request for Proposals (RFP) for insurance broker services for Leon County. The County's existing agreement with Brown and Brown of Florida, Inc. expires effective December 15, 2016. The County utilizes insurance broker services to place all insurances, exclusive of employee health insurance.

The selected agent/broker would be required to provide quotes for all lines of insurance (property, general liability, pollution, aviation, etc., exclusive of health insurance), including Excess Workers' Compensation. However, the County reserved the right to place coverage outside of the broker services agreement with trusts, pools etc. that do not require broker services.

The process establishes a broker services agreement to place coverage, beginning FY 16/17, as the County's Broker of Record for the next three years (with two one-year renewal options at the County's sole discretion).

Analysis:
The RFP was distributed and advertised January 21, 2016 and posted on DemandStar (292 entities notified) January 25, 2016. All responses were required to be received by the Purchasing Division no later than 2:00 p.m. Thursday, February 25, 2016.

Through the County's existing Broker, insurance coverages have been placed with Zurich and OneBeacon. As a minimum qualification, agents/brokers were required to provide written confirmation from both Zurich and OneBeacon that the broker has a current industry-specific relationship with these insurers, and that both Zurich and OneBeacon have the capacity to service the County's insurance needs through the proposers agent/broker. Additionally, the selected agent/broker would be required to obtain at least two additional quotes (or proof of effort) for each line of coverage from A.M. Best "A+" XV rated carriers to ensure competitive pricing.

The benefits to the County in utilizing this approach are: 1) to save the County money through the competitive procurement of services, and 2) to validate the current level of insurance and agent/broker services are in the best interest of the County.

Two agents/brokers responded to the RFP and each met the minimum qualifications to serve as the County's broker of record. The two respondents to the RFP for broker services and their respective fees are presented in final ranked order:

1) Brown and Brown of Florida, Inc., $24,999
2) J. Smith Lanier, $28,998

The review committee convened on March 10, 2016 to review and rank the proposals (Attachment #1). Based on the committee's review, both of the firms are capable of providing the services required by the County. Both firms received local preference points. Taking into consideration the cost proposals, Brown and Brown of Florida, Inc. was the top ranked firm, followed by J. Smith Lanier

Following Board action, the timeframe for securing insurance coverages is as follows:

- Board approval of selected Agent/Broker – Tuesday, April 12, 2016
- Notification to selected Agent/Broker on or before Wednesday, April 13, 2016
- Board approval of coverages on or before Tuesday, December 13, 2016

The County's existing coverages expire December 15, 2016.

Options:

1. Approve the award of broker services toBrown and Brown of Florida, Inc. as Leon County's insurance broker for $24,999 annually, and authorize the County Administrator to execute the broker services agreement in a form approved by the County Attorney.
2. Do not approve the award of broker services to Brown and Brown of Florida, Inc. as Leon County's insurance broker for $24,999 annually.
3. Board direction.

Recommendation:
Option #1

Attachment:
1. Evaluation Committee Rankings

Broker Services	15	15	15			
Client Service Team & Firm Qualifications	15	15	15			
Fees	65	65	55			
: Local Preference	5	3	3			

Leon County
Board of County Commissioners

Notes for Agenda Item #7

Leon County
Board of County Commissioners

Cover Sheet for Agenda #7

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the STAGE First Amended and Restated Interlocal Agreement with the City of Tallahassee for the Capital City Amphitheater Concert Series

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director, Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director, Tourism Development Chris Holley, Assistant to the Director, Tourism Development

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the STAGE First Amended and Restated Interlocal Agreement with the City of Tallahassee for the Capital City Amphitheater Concert Series (Attachment #1).

Report and Discussion

Background:

This item seeks Board approval to execute the STAGE First Amended and Restated Interlocal Agreement for the Capital City Amphitheater (Attachments #1) with strike-through underlined changes reflected in Attachment #2.

On November 15, 2011, the Board requested the reallocation of up to $1.2 million of Tourist Development Taxes (TDT) previously set aside for the proposed performing arts center to be used for improvements to the amphitheater planned at Cascades Park in order to host concerts and large community events. In 2012, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community and found that 80 percent of respondents would be willing to pay for admission to attend a special event within Cascades Park. Based on that finding, KCCI concluded that an exemplary model for the Cascades Park Amphitheater was the St. Augustine Amphitheatre located in Anastasia State Park due to its similar size and climate (Attachment #3, Appendix 1).

The City of Tallahassee and Community Redevelopment Agency concurred on the reallocation of the TDT funds, which led to the execution of an Interlocal Agreement between Leon County and the City authorizing up to 10 regional ticketed events during the first 18 months of operation, from April 12, 2014 until November 12, 2015, at the Capital City Amphitheater at Cascades Park (Attachment #3, Appendix 2). In conjunction with the approval of the Interlocal Agreement with the City, the Board adopted an Enabling Resolution that established the Strategic Team for Amphitheater Grand Entertainment (STAGE) Committee on July 9, 2013. This eight-member Committee serves as a focus group to receive public input concerning program entertainment for the concerts held at the Amphitheater. The Committee is comprised of representatives from the County, City, Florida State University Opening Nights, Florida A&M University Lyceum Series, KCCI, and two neighborhoods. One of the STAGE Committee's responsibilities was to develop a comprehensive report on the Concert Series after 12 months of operations that offers guidance on future concert operations to the County and City.

The Amphitheater is an important community asset to a wide range of organizations and is being utilized throughout the year for much more than Concert Series events. For example, many local non-profits and cultural organizations hold community events at the Amphitheater to help raise funds and/or showcase local cultural assets. Cascades Park was officially dedicated on March 14, 2014 and held its first concert less than a month later. A status report on the Amphitheater concerts and the first three concerts was accepted by the Board on July 8, 2014. During the Spring of 2015, the STAGE Committee provided the County and City with its required report and recommendations on the first year of operations for the Capital City Amphitheater Concert Series as specified in the interlocal agreement.

Analysis:

On May 12, 2015, the Board accepted the STAGE Committee's comprehensive report on the Capital City Amphitheater Concert Series' first year of operations (Attachment #3). The Board approved the several recommendations for the Capital City Amphitheater Concert Series and those recommendations affecting the STAGE Interlocal agreements are listed below:

- Expand the STAGE Committee to include the director of FSU, FAMU, and TCC's Student Activities Departments, or their designee, and modify KCCI's membership as a permanent position similar to other partner organizations.
- After 18 months of operation, limit the number of concerts to 10 per year for the remainder of the initial term of the Interlocal Agreement (through August 2018).

On June 17, 2015, the City Commission reviewed an agenda item that requested approval for changes to the Interlocal Agreement based on the County Commission's requested amendments and additional amendments recommended by City staff. The City requested that the item be discussed at the June 22, 2015 Intergovernmental Agency (IA) meeting. During this meeting, the IA discussed and approved the following modifications to the Interlocal agreement (Attachment #4):

- After 18 months of operation, permit 10 concerts a year for the remainder of the five year term of the agreement.
- Expand the STAGE Committee to include the director of the Downtown Improvement Authority, or their designee, and modify KCCI's membership to a permanent position. The IA did not vote to add the directors of FSU, FAMU, and TCC's Student Activities Departments, or their designee to the Committee.
- Include a statement of intent to use the stage curtain during all performances and sound checks in order to mitigate sound.
- Require that no event start earlier than 8:00 AM on any day of the week.

The STAGE First Amended and Restated Interlocal Agreement went before the Tallahassee City Commission on March 23, 2016 and was approved as discussed during the June 22, 2015 IA meeting (Attachment #5). Staff is recommending that the Board approve the modifications to the interlocal agreement and authorize changes.

Options:

1. Approval to execute changes to the STAGE First Amended and Restated Interlocal Agreement with the City of Tallahassee for the Capital City Amphitheater Concert Series.
2. Do not approve the execution of changes to the STAGE First Amended and Restated Interlocal Agreement with the City of Tallahassee for the Capital City Amphitheater Concert Series.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. First Amended and Restated Interlocal Agreement for the Capital City Amphitheater Concert Series
2. First Amended and Restated Interlocal Agreement for the Capital City Amphitheater Concert Series with Strike-through and underline changes displayed.
3. STAGE Committee Twelve-Month Comprehensive Report 5-12-2015
4. June 22, 2015 Tallahassee/Leon County Blueprint Intergovernmental Agency Meeting Minutes
5. March 23, 2016 City of Tallahassee Agenda on the STAGE Interlocal Agreement

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT CASCADES PARK

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Amended Agreement") is made and entered into this ___ day of _____, pursuant to the authority of Section 163.01, Florida Statutes, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County") for the purpose of developing operational guidelines for the Leon County Division of Tourism Development Sponsored Events at the Capital City Amphitheater at Cascades Park ("Amphitheater") to be known as the Capital Cascades Stage and Concert Series. The City and County may be referred to collectively as "Parties".

RECITALS

WHEREAS, the Amphitheater has been created as an amenity in Cascades Park, utilizing both Blueprint 2000 funds and Leon County Tourist Development Tax proceeds; and,

WHEREAS, programming of the Amphitheater will include local festivals and local events as well as regional ticketed concerts, the Capital Cascades Stage and Concert Series; and,

WHEREAS, the City and County agree that the Amphitheater has been constructed as a venue for large outdoor concerts drawing the caliber of entertainment suitable to be a regional attraction in an effort to drive economic development through tourism; and that up to a maximum of ten (10) ticketed events will be scheduled to occur annually, ("Capital Cascades Stage and Concert Series"); and,

WHEREAS, the Parties also agree that the Amphitheater is intended to attract events that are oriented to the entire community in all of its diversity; and

WHEREAS, the Parties recognize the benefits of hiring a management company to develop and manage the programming of the Capital Cascades Stage and Concert Series at the Amphitheater and of establishing a volunteer committee to be known as the Strategic Team for Amphitheater Grand Entertainment ("STAGE"); and,

WHEREAS, the Parties recognize the need to establish guidelines and responsibilities for STAGE, City staff and County staff related to the Capital Cascades Stage and Concert Series. This Amended Agreement is intended to re-establish and amend those guidelines, which are limited to the Capital Cascades Stage and Concert Series Events; and,

WHEREAS, the Parties entered into the Interlocal Agreement Between the City of Tallahassee and Leon County Regarding Programming for the Capital Cascades STAGE and Concert Series at the Capital City Amphitheater at Cascades Park ("Initial Agreement"), which is dated July 11, 2013; and,

WHEREAS, the Parties have operated under the Initial Agreement since July 11, 2013, and now agree that it is advantageous to both Parties and to the community to amend the Initial Agreement to address the membership and duties of the STAGE Committee, the number of Capital Cascades Stage and Concert Series events, and the use of the stage curtain.

NOW, THERFORE, in consideration of the following mutual promises, and representations set forth below, the sufficiency of which being acknowledged, the City and County do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are hereby incorporated into this Amended Agreement and made a part hereof as if set forth below.

SECTION 2. ESTABLISHMENT OF THE STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE).

1. Purpose: There is hereby established a Strategic Team for Amphitheater Grand Entertainment, hereinafter "STAGE" or "STAGE Committee" to act as a "Focus Group" with regard to the Capital Cascades Stage and Concert Series held at the Capital City Amphitheater ("Amphitheater"). The STAGE Committee shall develop guidelines for the Capital Cascades Stage and Concert Series at the Amphitheater as set forth herein.

2. Membership: The STAGE Committee shall have eight (8) members. Membership of the STAGE Committee shall consist of the following:

a. Director of the Leon County Division of Tourism Development.

b. Director of the City's Department of Parks, Recreation, and Neighborhood Affairs ("PRNA").

c. Representative from the Cultivate Cascades Initiative Team of the Knight Creative Communities Institute ("KCCI").

d. Representative appointed by the Myers Park Neighborhood Association.

e. Representative appointed by the Woodland Drives Neighborhood Association.

f. Representative from Seven Days of Opening Nights at Florida State University, appointed by Florida State University.

g. Representative from the Lyceum Series at Florida A&M University, appointed by Florida A&M University.

h. Director of the Downtown Improvement Authority.

3. Membership Terms. The Director of the Leon County Division of Tourism Development, Director of the Downtown Improvement Authority and PRNA Director shall be permanent members. The KCCI, Myers Park Association, Woodland Drives Neighborhood Association, Seven Days of Opening Nights and Lyceum Series members shall serve two-year terms. Upon the expiration of the first two-year term for the KCCI, Myers Park Association, the Woodland Drives Neighborhood Association, Seven Days of Opening Nights, and Lyceum Series members, those organizations shall have an opportunity to select a new member to represent each organization, or may reappoint the current member representative to the STAGE Committee for another two-year term.

4. STAGE Operations: The STAGE Committee shall be and act as a "Focus Group" of the Board of County Commissioners, which shall comply with all policies applicable to such committees. All meetings of the STAGE Committee shall be advertised, open to the public, and minutes of the meetings shall be taken. Pursuant to Section 6 herein, the City Manager and County Administrator, acting jointly are authorized to revise the membership of the STAGE Committee and its duties and responsibilities.

SECTION 3. STAGE COMMITTEE RESPONSIBILITIES.

The STAGE Committee shall make reports to the City Manager and the County Administrator, related to the Capital Cascades Stage and Concert Series on:

1. Developing a booking policy that will reserve certain priority dates for a maximum of ten (10) Capital Cascades Stage and Concert Series events annually.

2. Coordinating a master calendar for the Capital Cascades Stage and Concert Series events.

3. Exploring various musical and performance genres.

4. Developing community-oriented and other cultural programming, reflective of the diversity of the Tallahassee-Leon County community.

5. Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater's hours of operation and this Amended Agreement.

6. Developing a plan and procedure for special exceptions to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series.

7. Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series.

8. Performing a quarterly review of Amphitheater operation concerning all activity related to the Capital Cascades Stage and Concert Series events.

9. Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

Pursuant to Section 6 herein, the City Manager and County Administrator are authorized to revise the duties and responsibilities of the STAGE Committee.

SECTION 4. CITY STAFF RESPONSIBILITIES.

City staff shall:

1. Conduct regular maintenance of the Amphitheater as part of routine Cascades Park operations.

2. Establish price lists for services provided by the City for the Capital Cascades Stage and Concert Series.

3. Allow the Capital Cascades Stage and Concert Series consisting of a maximum of ten (10) ticketed outdoor concerts to occur at the Amphitheater annually, provided all City permitting requirements are complied with.

4. Implement use agreements with owners of parking lots and facilities surrounding the park.

5. Create a traffic control plan which may include parking limitation signs in surrounding neighborhoods to limit ingress to adjacent neighborhoods during the Capital Cascades Stage and Concert Series events.

6. In the event that the Meridian Point Building is acquired by the City and becomes available for redevelopment within the initial five (5) year term of the Initial Agreement or any subsequent two (2) year renewal term, it is recognized by the Parties that Amphitheater operations would benefit from dressing rooms, restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building.

7. If the Meridian Point Building is acquired by the City, work with County staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

8. Invoice the County, after completion of each Capital Cascades Stage and Concert Series event for the cost of City services, as specified in the City's Special Events Permit process.

9. Work with the Leon County Division of Tourism Development, the management company, if any, and the concert/event promoter(s) on all aspects of each Capital Cascades Stage and Concert Series event staging and production.

10. Provide services for the Capital Cascades Stage and Concert Series, as agreed upon in City's Special Events Permit process.

11. Work with the STAGE Committee and the Leon County Division of Tourism Development to address neighborhood concerns, if any.

12. Adjust neighborhood trash pickup schedules following a Capital Cascades Stage and Concert Series event, if necessary.

13. Work with County staff to assist the STAGE Committee in developing a plan, providing that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

SECTION 5. COUNTY STAFF RESPONSIBILITIES.

County staff shall:

1. Provide for a private management company retained through a competitive selection process or budget for salary and benefits for a program manager, who shall be an employee of the County.

2. If the Meridian Point Building is acquired by the City, work with City staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

3. Work with concert promoters to establish ticket prices and make all final decisions on booking entertainment for each Capital Cascades Stage and Concert Series event.

4. After completion of each Capital Cascades Stage and Concert Series event and upon receipt of an invoice from the City, pay such approved costs to the City for services as agreed upon in City's Special Events Permit in accordance with the City's price list.

5. Provide any advance funding, where appropriate or necessary to book a Capital Cascades Stage and Concert Series event.

6. Provide funding, where appropriate, to enter into self-promotion or co-promotion agreements with concert promoters.

7. Maintain profit and loss records for each Capital Cascades Stage and Concert Series event. Revenues may consist of ticket revenues, sponsorships, concession fees, percentage of food and beverage sales, VIP hospitality area income, percentage of merchandise sales and other sources as identified. Costs may include, but are not limited to, fees due to the concert or event, promoter/entertainment, and related concert costs.

8. Work with City staff to develop a plan, which will provide that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and

costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

9. Retain all profits earned, if any, from the Capital Cascades Stage and Concert Series events, in an account to be managed by the County, specifically to use for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee. The County shall make available an annual statement of earned revenues from the Capital Cascades Stage and Concert Series for interested parties.

10. Issue a Request For Proposals, if necessary, and enter into an agreement for electronic ticketing.

11. Operate a box office and reconcile concert ticket sales and associated event costs with the concert promoter.

12. Through the Leon County Division of Tourism Development, market the Capital Cascades Stage and Concert Series events to regional audiences.

13. Develop and sell possible Capital Cascades Stage and Concert Series sponsorship opportunities, subject to PRNA approval, within the Amphitheater.

14. Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator pursuant to this Amended Agreement, require all entertainment provided at the Capital Cascades Stage and Concert Series to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Capital Cascades Stage and Concert Series event shall begin earlier than 8:00 a.m. on any day of the week.

15. Require the management company, if any, to comply with any noise ordinance enacted by the City or the County.

16. Obtain a City Special Events Permit for each Capital Cascades Stage and Concert Series event.

17. For each concert, it is the County's intent to utilize the full stage curtain, and therefore the County will ensure that its management company works with the artist's stage manager and utilizes all 10 panels unless technical setup requirements of the band mandate otherwise, in which case the maximum amount of curtain panels that the production will allow will be utilized.

SECTION 6. CITY MANAGER AND COUNTY ADMINISTRATOR.

This Amended Agreement authorizes the City Manager and the County Administrator to resolve all programming, policy, and governance matters that may arise during the planning, implementation, and operation of the Amphitheater for the Capital Cascades Stage and Concert Series. However, should the City Manager and County Administrator be unable to resolve such matters, then the provisions of Section 9B shall apply. The City Manager and County Administrator, acting jointly, are hereby authorized to enhance or revise the membership and responsibilities of the STAGE Committee as needed.

SECTION 7. EFFECTIVE DATE.

This Amended Agreement shall be effective ("Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes after approval and execution by both Parties.

SECTION 8. TERM, RENEWAL, TERMINATION, REVIEW.

The term of the Amended Agreement shall be for a period of five (5) years commencing upon the Effective Date and shall be renewed automatically thereafter for two (2) year terms, unless either the City or County provides written notice to the other Party of its intent not to renew this Amended Agreement, not later than sixty (60) days prior to the end of the then current term.

If either Party fails to comply with any of the material terms or conditions of this Amended Agreement or otherwise defaults in any of its material obligations under this Amended Agreement and shall fail, within sixty (60) calendar days after written notice from the other Party to correct such default or noncompliance, the non-defaulting Party may, at its option, terminate this Amended Agreement.

SECTION 9. MISCELLANEOUS.

A. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as the Initial Agreement, in accordance with general law.

B. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Amended Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Amended Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, 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 the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

3. If a dispute is not resolved by the foregoing steps within forty-five (45) 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 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (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.

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of 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(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. 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 an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional 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.

IN WITNESS WHEREOF, the Parties have caused this Amended Agreement to be executed by their duly authorized representatives this _____ day of _____, _____.

Filed with the Leon County Clerk of Court on _____, _____.

CITY OF TALLAHASSEE

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Andrew D. Gillum
Mayor

APPROVED AS TO FORM:

By: _____
Lewis E. Shelley
City Attorney

LEON COUNTY, FLORIDA

By: _____
Bill Proctor
Board of County Commissioners

ATTEST:

Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT CASCADES PARK

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Amended Agreement") is made and entered into this ~~11th~~ ___ day of ~~July, 2013~~ _____, pursuant to the authority of Section 163.01, Florida Statutes, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County") for the purpose of developing operational guidelines for the Leon County Division of Tourism Development Sponsored Events at the Capital City Amphitheater at Cascades Park ("Amphitheater") to be known as the Capital Cascades Stage and Concert Series. The City and County may be referred to collectively as "Parties".

RECITALS

WHEREAS, the Amphitheater has been created as an amenity in Cascades Park, utilizing both Blueprint 2000 funds and Leon County Tourist Development Tax proceeds; and,

WHEREAS, programming of the Amphitheater will include local festivals and local events as well as regional ticketed concerts, the Capital Cascades Stage and Concert Series; and,

WHEREAS, the City and County agree that the Amphitheater has been constructed as a venue for large outdoor concerts drawing the caliber of entertainment suitable to be a regional attraction in an effort to drive economic development through tourism; and that up to a maximum of ten (10) ticketed events will be scheduled to occur ~~within the first eighteen (18) months of operation of the Amphitheater~~ annually, ("Capital Cascades Stage and Concert Series"); and,

WHEREAS, the Parties also agree that the Amphitheater is intended to attract events that are oriented to the entire community in all of its diversity; and

WHEREAS, the Parties recognize the benefits of hiring a management company to develop and manage the programming of the Capital Cascades Stage and Concert Series at the Amphitheater and of establishing a volunteer committee to be known as the Strategic Team for Amphitheater Grand Entertainment ("STAGE"); and,

WHEREAS, the Parties recognize the need to establish guidelines and responsibilities for STAGE, City staff and County staff related to the Capital Cascades Stage and Concert Series. This Amended Agreement is intended to re-establish and amend those guidelines, which are limited to the Capital Cascades Stage and Concert Series Events; and,

WHEREAS, the Parties entered into the Interlocal Agreement Between the City of Tallahassee and Leon County Regarding Programming for the Capital Cascades STAGE and Concert Series at the Capital City Amphitheater at Cascades Park ("Initial Agreement"), which is dated July 11, 2013; and,

WHEREAS, the Parties have operated under the Initial Agreement since July 11, 2013, and now agree that it is advantageous to both Parties and to the community to amend the Initial Agreement to address the membership and duties of the STAGE Committee, the number of Capital Cascades Stage and Concert Series events, and the use of the stage curtain.~~.~~

NOW, THERFORE, in consideration of the following mutual promises, and representations set forth below, the sufficiency of which being acknowledged, the City and County do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are hereby incorporated into this Amended Agreement and made a part hereof as if set forth below.

SECTION 2. ESTABLISHMENT OF THE STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE).

1. Purpose: There is hereby established a Strategic Team for Amphitheater Grand Entertainment, hereinafter "STAGE" or "STAGE Committee" to act as a "Focus Group" with regard to the Capital Cascades Stage and Concert Series held at the Capital City Amphitheater ("Amphitheater"). The STAGE Committee shall develop guidelines for the Capital Cascades Stage and Concert Series at the Amphitheater as set forth herein.

2. Membership: The STAGE Committee shall have ~~seven (7)~~ eight (8) members. Membership of the STAGE Committee shall consist of the following:

a. Director of the Leon County Division of Tourism Development.

b. Director of the City's Department of Parks, Recreation, and Neighborhood Affairs ("PRNA").

c. Representative from the Cultivate Cascades Initiative Team of the Knight Creative Communities Institute ("KCCI") ~~who will be replaced by a rotating appointment, as outlined below~~.

d. Representative appointed by the Myers Park Neighborhood Association.

e. Representative appointed by the Woodland Drives Neighborhood Association.

f. Representative from Seven Days of Opening Nights at Florida State University, appointed by Florida State University.

g. Representative from the Lyceum Series at Florida A&M University, appointed by Florida A&M University.

~~g.~~h. Director of the Downtown Improvement Authority.

3. Membership Terms. The Director of the Leon County Division of Tourism Development, Director of the Downtown Improvement Authority and PRNA Director shall be permanent members. The KCCI, Myers Park Association, Woodland Drives Neighborhood Association, Seven Days of Opening Nights and Lyceum Series members shall serve two-year terms. ~~Upon the expiration of the first two-year term the KCCI membership shall cease, and be replaced with a seventh member who shall then become a member representing the community-at-large appointed by either the City Commission or the Board of County Commissioners on a rotating basis for a two-year term. The Board of County Commissioners shall appoint the first community-at-large member.~~ Upon the expiration of the first two-year term for the KCCI, Myers Park Association, the Woodland Drives Neighborhood Association, Seven Days of Opening Nights, and Lyceum Series members, those organizations shall have an opportunity to select a new member to represent each organization, or may reappoint the current member representative to the STAGE Committee for another two-year term.

4. STAGE Operations: The STAGE Committee shall be and act as a "Focus Group" of the Board of County Commissioners, which shall comply with all policies applicable to such committees. All meetings of the STAGE Committee shall be advertised, open to the public, and minutes of the meetings shall be taken. Pursuant to Section 6 herein, the City Manager and County Administrator, acting jointly are authorized to revise the membership of the STAGE Committee and its duties and responsibilities.

SECTION 3. STAGE COMMITTEE RESPONSIBILITIES.

The STAGE Committee shall make reports to the City Manager and the County Administrator, related to the Capital Cascades Stage and Concert Series on:

1. Developing a booking policy that will reserve certain priority dates for a maximum of ten (10) Capital Cascades Stage and Concert Series events ~~to occur within the first eighteen (18) months of Amphitheater operation~~ annually.

2. Coordinating a master calendar for the Capital Cascades Stage and Concert Series events.

3. Exploring various musical and performance genres.

4. Developing community-oriented and other cultural programming, reflective of the diversity of the Tallahassee-Leon County community.

5. Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater's hours of operation and this Amended Agreement.

6. Developing a plan and procedure for special exceptions to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series.

7. Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series.

~~8. Recommending the number of permissible Capital Cascades Stage and Concert Series events to occur annually after the first eighteen (18) months of Amphitheater operation.~~

~~9.~~8. ~~Reviewing on a monthly basis for the first twelve (12) months of Amphitheater operation all activity related to the Capital Cascades Stage and Concert Series. After the first twelve (12) months of Amphitheater operation, conducting such reviews on a quarterly basis.~~ Performing a quarterly review of Amphitheater operation concerning all activity related to the Capital Cascades Stage and Concert Series events.

~~10.~~9. Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

Pursuant to Section 6 herein, the City Manager and County Administrator are authorized to revise the duties and responsibilities of the STAGE Committee.

SECTION 4. CITY STAFF RESPONSIBILITIES.

City staff shall:

1. Conduct regular maintenance of the Amphitheater as part of routine Cascades Park operations.

2. Establish price lists for services provided by the City for the Capital Cascades Stage and Concert Series.

3. Allow the Capital Cascades Stage and Concert Series consisting of a maximum of ten (10) ticketed outdoor concerts to occur at the Amphitheater ~~within the first eighteen (18) months of Amphitheater operation~~ annually, provided all City permitting requirements are complied with.

4. Implement use agreements with owners of parking lots and facilities surrounding the park.

5. Create a traffic control plan which may include parking limitation signs in surrounding neighborhoods to limit ingress to adjacent neighborhoods during the Capital Cascades Stage and Concert Series events.

6. In the event that the Meridian Point Building is acquired by the City and becomes available for redevelopment within the initial five (5) year term of ~~this~~ the Initial Agreement or any subsequent two (2) year renewal term, it is recognized by the Parties that Amphitheater operations would benefit from dressing rooms, restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed redevelopment of the first level of the Meridian Point Building.

7. If the Meridian Point Building is acquired by the City, work with County staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

8. Invoice the County, after completion of each Capital Cascades Stage and Concert Series event for the cost of City services, as specified in the City's Special Events Permit process.

9. Work with the Leon County Division of Tourism Development, the management company, if any, and the concert/event promoter(s) on all aspects of each Capital Cascades Stage and Concert Series event staging and production.

10. Provide services for the Capital Cascades Stage and Concert Series, as agreed upon in City's Special Events Permit process.

11. Work with the STAGE Committee and the Leon County Division of Tourism Development to address neighborhood concerns, if any.

12. Adjust neighborhood trash pickup schedules following a Capital Cascades Stage and Concert Series event, if necessary.

13. Work with County staff to assist the STAGE Committee in developing a plan, providing that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

SECTION 5. COUNTY STAFF RESPONSIBILITIES.

County staff shall:

1. Provide for a private management company retained through a competitive selection process or budget for salary and benefits for a program manager, who shall be an employee of the County.

2. If the Meridian Point Building is acquired by the City, work with City staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

3. Work with concert promoters to establish ticket prices and make all final decisions on booking entertainment for each Capital Cascades Stage and Concert Series event.

4. After completion of each Capital Cascades Stage and Concert Series event and upon receipt of an invoice from the City, pay such approved costs to the City for services as agreed upon in City's Special Events Permit in accordance with the City's price list.

5. Provide any advance funding, where appropriate or necessary to book a Capital Cascades Stage and Concert Series event.

6. Provide funding, where appropriate, to enter into self-promotion or co-promotion agreements with concert promoters.

7. Maintain profit and loss records for each Capital Cascades Stage and Concert Series event. Revenues may consist of ticket revenues, sponsorships, concession fees, percentage of food and beverage sales, VIP hospitality area income, percentage of merchandise sales and other sources as identified. Costs may include, but are not limited to, fees due to the concert or event, promoter/entertainment, and related concert costs.

8. Work with City staff to develop a plan, which will provide that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

9. Retain all profits earned, if any, from the Capital Cascades Stage and Concert Series events~~ to be held within the first eighteen (18) months of operation of the Amphitheater~~, in an account to be managed by the County, specifically to use for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee. The County shall make available an annual statement of earned revenues from the Capital Cascades Stage and Concert Series for interested parties.

10. Issue a Request For Proposals, if necessary, and enter into an agreement for electronic ticketing.

11. Operate a box office and reconcile concert ticket sales and associated event costs with the concert promoter.

12. Through the Leon County Division of Tourism Development, market the Capital Cascades Stage and Concert Series events to regional audiences.

13. Develop and sell possible Capital Cascades Stage and Concert Series sponsorship opportunities, subject to PRNA approval, within the Amphitheater.

14. Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator pursuant to this Amended Agreement, require all entertainment provided at the Capital Cascades Stage and Concert Series to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Capital Cascades Stage and Concert Series event shall begin earlier than ~~7~~8:00 a.m. on any day of the week.

15. Require the management company, if any, to comply with any noise ordinance enacted by the City or the County.

16. Obtain a City Special Events Permit for each Capital Cascades Stage and Concert Series event.

~~16.~~17. For each concert, it is the County's intent to utilize the full stage curtain, and therefore the County will ensure that its management company works with the artist's stage manager and utilizes all 10 panels unless technical setup requirements of the band mandate otherwise, in which case the maximum amount of curtain panels that the production will allow will be utilized.

SECTION 6. CITY MANAGER AND COUNTY ADMINISTRATOR.

This Amended Agreement authorizes the City Manager and the County Administrator to resolve all programming, policy, and governance matters that may arise during the planning, implementation, and operation of the Amphitheater for the Capital Cascades Stage and Concert Series. However, should the City Manager and County Administrator be unable to resolve such matters, then the provisions of Section 9B shall apply. The City Manager and County Administrator, acting jointly, are hereby authorized to enhance or revise the membership and responsibilities of the STAGE Committee as needed.

SECTION 7. EFFECTIVE DATE.

This Amended Agreement shall be effective ("Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes after approval and execution by both Parties.

SECTION 8. TERM, RENEWAL, TERMINATION, REVIEW.

The term of the Amended Agreement shall be for a period of five (5) years commencing upon the Effective Date and shall be renewed automatically thereafter for two (2) year terms, unless either the City or County provides written notice to the other Party of its intent not to renew this Amended Agreement, not later than sixty (60) days prior to the end of the then current term.

If either Party fails to comply with any of the material terms or conditions of this Amended Agreement or otherwise defaults in any of its material obligations under this Amended Agreement and shall fail, within sixty (60) calendar days after written notice from the other Party to correct such default or noncompliance, the non-defaulting Party may, at its option, terminate this Amended Agreement.

~~It is the intent of the Parties to conduct a joint City and County review of the contractual terms, conditions and performance of the Parties, to occur not less than eighteen (18) months after the Effective Date of this Amended Agreement.~~

SECTION 9. MISCELLANEOUS.

A. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as ~~this~~ the Initial Agreement, in accordance with general law.

B. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Amended Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Amended Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party

shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, 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 the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

3. If a dispute is not resolved by the foregoing steps within forty-five (45) 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 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (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.

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of 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(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. 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 an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional 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.

IN WITNESS WHEREOF, the Parties have caused this Amended Agreement to be executed by their duly authorized representatives this ~~11th~~_____ day of ~~July~~_____, ~~2013~~_____.

~~Approved by the City Commission on July 10, 2013.~~

~~Approved by the Leon County Board of County Commissioners on July 9, 2013.~~

Filed with the Leon County Clerk of Court on _____, ~~2013~~_____.

~~**CITY OF TALLAHASSEE**~~

~~Attest:~~ ~~By:~~_____
~~John R. Marks, III~~
~~Mayor~~

~~By:~~_____
~~James O. Cooke, IV~~
~~City Treasurer Clerk~~

~~Approved as to form:~~

~~By:~~_____
~~Lewis E. Shelley~~
~~City Attorney~~

~~**LEON COUNTY, FLORIDA**~~

~~Attest:~~ ~~By:~~_____
~~Bob Inzer, Clerk of Court~~ ~~Nicholas Maddox, Chairman~~
~~Leon County, Florida~~ ~~Board of County Commissioners~~

~~By:~~ _____

~~Approved as to form:~~
~~Leon County Attorney's Office~~

~~By:~~ _____
~~Herbert W. A. Thiele, Esq.~~
~~County Attorney~~

CITY OF TALLAHASSEE

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Andrew D. Gillum
Mayor

APPROVED AS TO FORM:

By: _____
Lewis E. Shelley
City Attorney

LEON COUNTY, FLORIDA

By: _____
~~Vincent S. Long~~Bill Proctor
~~County Administrator~~Board of County Commissioners

ATTEST:

Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney

STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE) COMMITTEE

A COMPREHENSIVE REPORT REGARDING THE FIRST YEAR OF OPERATIONS FOR THE CAPITAL CITY AMPHITHEATER

MAY 2015

CAPITAL CITY AMPHITHEATER
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

CITY OF TALLAHASSEE

Introduction

Prior to developing the Capital City Amphitheater at Cascades Park, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community and asked businesses, community leaders and future park patrons what they wanted to experience in the new park. A report produced by KCCI identified several themes that prevailed from survey interviews such as having diverse programming in the park, including music concerts (small and large), festivals and more (Appendix #1). Approximately 80 percent of respondents stated they would be willing to pay admissions to attend a special event in the park (i.e. a high profile musical performance).

During a County Commission workshop on November 15, 2011, the Board requested the reallocation of up to $1.2 million of Tourist Development Taxes previously set aside for the proposed performing arts center to be used for improvements to the amphitheater planned at Cascades Park in order to host concerts and large community events. These tourism funds were necessary to construct the amenities needed to make the venue more suitable for high quality concerts and performances which included dressing rooms and production equipment enhancements for lighting and sound. The City of Tallahassee and Community Redevelopment Agency concurred on the reallocation of these funds which led to the execution of an Interlocal Agreement between Leon County and the City authorizing up to 10 regional ticketed events during the first 18 months of operation, from April 12, 2014 until November 12, 2015, at the Capital City Amphitheater at Cascades Park (Appendix #2).

In conjunction with the approval of the Interlocal Agreement with the City, the Board also adopted a resolution that established the Strategic Team for Amphitheater Grand Entertainment (STAGE) Committee on July 9, 2013. This seven-member Committee serves a focus group to receive public input concerning program entertainment for the concerts held at the Amphitheater. The Committee is comprised of representatives from the County, City, Florida State University Opening Nights, Florida A&M Lyceum Series, KCCI, and two neighborhoods. Cascades Park was officially dedicated on March 14, 2014 and held its first concert less than a month later. A status report on the Amphitheater and the first three concerts was accepted by the Board on July 8, 2014 (Appendix #3). One of the STAGE Committee's responsibilities is to develop a comprehensive report on the Concert Series after 12 months of operations that offers guidance on future concert operations to the County and City.

This document serves as the STAGE Committee's comprehensive report and contains the following sections:

A. STAGE Committee History
B. Scott Carswell Presents Contract
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A. STAGE Committee History

On July 9, 2013, the Leon County Board of County Commissioners, hereafter Board, adopted the enacting resolution establishing the STAGE Committee, hereafter Committee. This seven-member Committee serves as a focus group to provide the Board with public input concerning program entertainment for the concerts held at the Amphitheater. Additionally, the Committee is responsible for addressing any neighborhood issues caused by the Concert Series. The mission of the Committee is to support and maximize the positive economic impact of the County's investment of Tourist Development Tax (TDT); ensure accountability in the operation of the Amphitheater; and support and encourage private sector fundraising and sponsorships to meet future operational and capital improvement needs of the Amphitheater.

The Committee consists of the Director of Leon County Tourism Development and the Director of the City of Tallahassee Parks, Recreation and Neighborhood Affairs Department as well as five volunteer members representing local neighborhood associations, Florida State University, Florida A&M University, and the Knight Creative Communities Institute. As with many Board appointed workgroups, these volunteers dedicate their personal time to serve the public and offer guidance to elected officials. It is important to note that the Committee publicly notices each meeting, invites the public to attend, and records meeting minutes. The Committee is comprised of the following representatives:

- Lee Daniel, Director of Leon County Tourism Development
- Ashley Edwards, Director of the City of Tallahassee Parks, Recreation, and Neighborhood Affairs Department
- Susan Lorch, Representative of the Myers Park Neighborhood Association
- Rebecca Sager, Representative of the Woodland Drives Neighborhood Association
- Christopher Heacox, Representative of Opening Nights at Florida State University
- Luther Wells, Representative of Lyceum Series at Florida A&M University
- Julz Graham, Knight Creative Communities Institute*

  *Note: Upon the expiration of the first two-year term the KCCI membership will be replaced with a member representing the community-at-large appointed by the Board of County Commissioners and then the City Commission, respectively, on a rotating basis for a two-year term.

The Interlocal Agreement enumerates the duties and responsibilities of the Committee, which include the following:

- Developing a booking policy that reserves certain priority dates for a maximum of ten Capital Cascades Stage and Concert Series events to occur within the first 18 months of Amphitheater operation;
- Coordinating a master calendar for the Capital Cascades Stage and Concert Series;
- Exploring various musical and performance genres;
- Developing community-oriented and other cultural programing, reflective of the diversity of the Tallahassee-Leon County community;
- Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater's hours of operation and this Agreement;
- Developing a plan and procedure for special exception to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series;
- Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series;

- Recommending the number of permissible Capital Cascades Stage and Concert Series events to occur annually after the first 18 months of operation;
- Reviewing on a monthly basis for the first 12 months of Amphitheater operation all activity related to the Capital Cascades Stage and Concert Series. After the first 12 months of Amphitheater operation, conduct such reviews on a quarterly basis;
- Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

In addition to the requirements enumerated in the Interlocal Agreement, the enabling resolution adopted by the County Commission charges the Committee with the responsibility of giving input to the Division of Tourism Development on the following matters:

- Hiring an Amphitheater Program Manager or private management company with expertise in the music entertainment/concert business, who shall actively market the Amphitheater concert and event promoters and manage other concert related matters;
- Developing options for ticket surcharges, which shall be payable to the City, and which are intended to offset future Amphitheater capital maintenance/improvement costs and increased general maintenance costs due to ticketed and community events.

The Committee held its first meeting on December 17, 2013 and was essential in establishing event logistics for the Concert Series as the finishing touches were being made to Cascades Park. These logistics included location for ingress and egress, load in issues, parking, the type of seating allowed in the general admission area, concessions and concession locations, vendors, rest room areas and types of items either allowed or not allowed into the Amphitheater; the group also actively discussed ADA compliance issues. It recommended guidelines, based on similar venues' best practices, for consideration by the City to help with due diligence for events other than of the County's regional ticketed concerts. The Committee also recommended that all ticketed events at the Amphitheater should use the same ticketing system being used for the ten concert series events and be featured on the Amphitheater website to ensure consistency of the venue and its entertainment brand.

As stated previously, the Committee is charged with being a focus group to the Leon County Board of County Commissioners and receiving public input relating to events at the Amphitheater concerning both City and County matters. As such, the Committee respects its relationships with the community stakeholders and, in order to increase community participation and continue to foster great working relationships, the Committee recommends expanding its membership to include the director of FSU, FAMU, and TCC Student Activities Departments, or their designee.

B. Scott Carswell Presents

In order to effectively attract, promote, and produce the highest quality of performances, the County sought to procure an experienced concert and live entertainment promoter to serve as the Amphitheater program manager for the Capital Cascades Stage and Concert Series. At the recommendation of the Board, the County entered into a professional management services agreement with Scott Carswell Presents on October 15, 2013 (Appendix #4). This contract remains effective until September 30, 2015 with the option to extend for three additional one-year terms provided the same is agreed to by both parties.

As expressed in the contract, Scott Carswell Presents' responsibilities include:

- Developing and submitting a financial management plan and profit sharing plan, in consultation with the Committee, for the County's approval.
- Remaining responsible for all financial obligations and financial matters related to each of the events at the venue, and providing the County with settlement statements within 48 hours of the close of each event.
- Budgeting for and imposing a ticket surcharge in each event as designated by the City and/or County in an amount to be determined, for potential use in capital projects and maintenance of the venue.
- Developing and implementing all marketing and public relations activities designated to attract potential civic and entertainment industry users of the venue.
- Providing services reasonably necessary and associated with soliciting event series and event sponsors, sales of VIP seating blocks, VIP and corporate entertainment, and advertising sales at the venue.
- Providing all services reasonably necessary and associated with event staffing, box office operating, online ticketing management, concessions, event liability insurance, and other services necessary during the event.
- Ensuring compliance with City of Tallahassee noise policy and event time restrictions.
- Ensuring the venue is a drug free workplace.
- Providing all services reasonably necessary and associated with booking professional entertainers.

For Scott Carswell Presents professional services mentioned above, the County agreed to compensate Scott Carswell Presents a base amount of $5,000 a month, a commission equal to 10% of the gross professional entertainment booking fee paid for professional entertainment at each event that is contracted through Scott Carswell Presents, and a commission equal to 15% of the net profits of each event. Scott Carswell provides the Committee with professional insight into the concert industry and has been an important resource for the launch of the first concert series. The Committee recognizes the difficulty associated with managing a new venue and the various issues that arose in the first year of operation including high staffing costs, determining marketing parity between the County and Scott Carswell Presents, and permitting punctuality. However, the Committee and staff are committed to cohesively resolving such challenges that arise in an effort to continuously enhance the performance venue.

C. Overview of Business Models

In order to attract a variety of performances, standalone venues such as the Amphitheater can utilize various approaches, or a combination thereof, to secure performers and stage concerts based on organizational priorities and preferences. Community stakeholder support and interest may also impact the choice of business models used for producing a show. The Committee supports utilizing a variety of business models to attract top performers and ensure the success of the Amphitheater as an entertainment venue. Following a status report to the Board on the Concert Series on July 8, 2014, the County Commission affirmed the utilization of a variety of business models for concerts at the Amphitheater but directed staff to limit the number of Self-Promote concerts to no more than two in a given fiscal year. The following section offers a description of these business models being used at the Amphitheater along with some of the advantages and disadvantages for each type.

The Self-Promote Model is when an organization or business undertakes all the financial and operational responsibilities in order to produce a concert in exchange for retaining all revenue from ticket sales, concessions and a negotiated percentage of entertainer merchandise sales. Some venues also generate parking revenues. This was the model utilized by the County for the first three concerts as the County advance funded the entertainment and was responsible for all other concert expenses such as marketing, production, staffing, and the venue coordination. This model was necessary for the first three concerts as the performance dates were specifically selected by the Committee and staff to follow the opening of Cascades Park and allow for greater flexibility in booking performers. From a financial perspective, this model offers the most to gain and/or lose depending on the concert sales which is why the Board took action limiting the investment on an annual basis while recognizing its value to the community.

Under this structure, an outside promoter (not the Amphitheater Program Manager – Scott Carswell Presents) pays the performers' expenses and seeks support for promotional, production, and venue expenses in return for a percentage of the concert revenues. This model is a credible option now that the Amphitheater and the County's contract Manager, Scott Carswell Presents, have demonstrated the production value and capacity of the venue. Booking a performance under the Co-Promote model is a two-way street. At times, outside promoters will contact County representatives to book the Amphitheater while other times will require Scott Carswell Presents to initiate contact and negotiations with performers and their representatives.

There are some disadvantages to consider associated with this model. First, it limits the amount of input from the Committee on the selection of performances, and it can create potential schedule conflicts with other community events. These conflicts have the potential to stretch city resources for essential event services. While staff may still pursue certain preferred dates, the County's reduced financial role alters its negotiation position, as promoters seeking to use the Amphitheater will tend to have their own preferred dates. In searching for Florida locations, promoters usually seek out the major Florida venues in Tampa, St. Augustine and South Florida first. Tallahassee will be selected after the primary markets. The Pink Floyd Experience was an example of a Co-Promote business model. The County was approached by a promoter to have this event on the first night of the legislative session (Tuesday, March 3rd, 2015). The County had very little investment into this event; however it also did not have the ability to choose the event date.

Co-Promote with Sponsorship Model:

As the Amphitheater continues to gain regional and national attention, the County has begun to see an increase in sponsorship opportunities with local organizations. This model provides that an organization will give the County varying cash sponsorships in return for an agreed upon number of tickets and promotional rights. For example, the Avett Brothers and Sublime with Rome concerts received a significant sponsorship through the Word of South Festival. The partnership between the County and Word of South to leverage significant sponsorships has provided the Amphitheater opportunities to attract well known artistes with significantly less financial investment on the part of the County. Interest for the venue has spread across the industry and community leading to new opportunities to Co-Promote a concert with a significant sponsorship from businesses and non-profit organizations. The success of the 2015 Spring Concert series is a testament to the relationships created and fostered by the sponsors, the Committee and the Division of Tourism Development.

The Facility Rental Model is the most conservative option to operate concerts at the Amphitheater, as it virtually eliminates the County's financial support for these events. Under this model, the County's role in the Concert Series is limited to marketing the Amphitheater as an available concert venue and, when needed, serving in a support capacity to put on the concerts at a cost to the outside promoter. Based on negotiations with the promoter, the County would be able to earn a small amount of revenue from concessions and merchandise but it would be unlikely to get a portion of the ticket sales. A disadvantage to the facility rental model is scheduling conflicts with other community events. Similar to the Co-Promote model, the County would have little authority to pick the event date.

The County was approached last summer by representatives from a well-known R&B performer for a facility rental to coincide with Florida A&M Homecoming. Following a tour of the Amphitheater and discussions with the representatives of the R&B performer, they decided to hold the event at the Civic Center but expressed interest in returning to the Amphitheater for future performances.

In harmony with the previous direction by the Board, the Committee recommends the County continue to utilize all three business models as outlined in this section. Additionally, it is recommended self-promote concerts continue to be limited to no more than two per fiscal year unless additional funds become available to allow for more self-promotions or the Board wishes to set aside a specific amount of funds for self-promotions through the County's annual budget process.

D. Overview of 2014 and 2015 Concert Series

The Capital City Amphitheater is a unique venue offering an intimate concert experience for a variety of musical genres. As directed in the Committee's objectives, the 2014 and 2015 Concert Series provided guests with a variety of acts that showcased the venues capabilities. This section of the comprehensive report provides a detailed overview of the previous six concerts scheduled for the Amphitheater, one of which had to be relocated to The Moon due to inclement weather.

In January 2014, the Committee was notified by Blueprint staff that Cascades Park would be open on March 14, 2014, while the construction of the Amphitheater and Meridian Point Building would be completed by early April 2014. Due to the limited amount of time afforded to the Committee and Scott Carswell Presents to seek co-promotional opportunities, a self-promote model was utilized. Self-promoting the first three concerts afforded the County control of the music genres, entertainers, and most importantly, the performance dates. The goal of the Committee was to secure the first two shows before the March Grand Opening Ceremony for Cascades Park in order to leverage media attention and the thousands of patrons that were anticipated to explore the Park during the opening weekend. The dates for the first two concerts (Tracy Lawrence and Charlie Wilson) were strategically selected to coincide with the FSU Spring Football Game weekend. The 2014 Capital Cuisine Restaurant Week was also identified as a desirable time to hold a concert in conjunction with the restaurant week event due to the associated increase in visitors. Rodney Atkins, the 2006 County Music Association Top New Male Vocalist, was selected to perform May 16, 2014, the same week as the Capital Cuisine Restaurant Week.

Marketing and advertising for the Tracy Lawrence, Charlie Wilson and Rodney Atkins concerts included radio announcements through Clear Channel, television ads on WCTV and BET, posters, flyers, outdoor billboards, social media, Facebook ads, Twitter, and Icontact (an email marketing program). In addition, Scott Carswell Presents led a street team to help promote both opening weekend concerts. Additional marketing efforts were utilized for the third concert such as corporate and group ticket packages and a change in beverage providers to enhance outreach. The Rodney Atkins concert offered the largest number of promotional tickets, making up more than half of the total attendance. These promotional tickets included radio and T.V. contests and a great level of support from local sponsors to offset costs and further enhance local marketing efforts.

Table #1 provides an overview of ticket sales, attendance, revenue, the net County investment, the business model used, and the sponsors for the first three concerts held at the Amphitheater. Additional information on the first three concerts can be found in the July 8, 2014 agenda item or in Appendix A.

	Saturday, April 12, 2014	**Sunday , April 13, 2014**	**Friday, May 16, 2014**
	Tracy Lawrence	**Charlie Wilson**	**Rodney Atkins**
Ticket Sales	$23,035	$65,045	$16,219
Attendance	1,275	1,437	2,574
Other Revenue	$4,059	$2,558	$9,867
Total Revenue	$27,094	$67,603	$26,086
Net ROI	($44,847)	($92,673)	($37,451)
Business Model	Self-Promote	Self-Promote	Self-Promote
Sponsors	Tallahassee Dodge Chrysler Jeep, Jim and Milts BBQ, and Cone Distributing	Tallahassee Dodge Chrysler Jeep and Cone Distributing	Tallahassee Dodge Chrysler, Tri-Eagle Distributors, Super Lube, FSU, and various Corporate Sponsors

The results of the first three concerts immediately translated into new opportunities for future event bookings. As word of the Amphitheater's unique venue spread across the industry and more time was afforded to plan for the 2015 Spring Concert Series, the Committee was given an opportunity to strategically pick dates and foster sponsorship relationships. Months prior to the first 2015 concert, new marketing efforts were implemented to target regional and local residents and create excitement around the concert series. These grassroots marketing efforts included; distributing rack cards and flyers to a variety of community events, providing posters for storefronts and community boards, radio and television interviews, and a comprehensive social media campaign. These marketing efforts were in coordination with Scott Carswell's own strategies, including a collaborative advertisement with Blue Ribbon dry cleaning, radio advertisements, billboards, and group ticket promotions.

Table #2 provides an overview of ticket sales, attendance, revenue, the net County investment, the business model used, and the sponsors for the first three of four concerts of the 2015 Spring Concert Series. It is important note that the Avett Brothers concert, a popular folk rock band, was the first event to sell out at the Capital City Amphitheater. The Avett Brothers and Sublime were produced in conjunction with the Word of South Festival. Sublime with Rome was able to relocate to The Moon due to weather conditions, and therefore is not

included in the table or designated as a Spring Concert Series event. In the event that concerts need to be cancelled, the County purchases cancellation insurance policies for all shows and is required to mitigate the loss of the insurer by relocating the concert if possible. This allows the County investment to be held harmless. Scott Carswell Presents and the Word of South Festival worked together to still produce the show at the Moon. Ticket holders were offered a full refund or were able to use their tickets for admission at The Moon.

	Tuesday, March 03, 2015	Friday, April 10, 2015	Sunday, April 26, 2015
	The Pink Floyd Experience	The Avett Brothers	Wilco
Ticket Sales	$20,175	$121,285	$70,003
Attendance	1,084	3,243	1,912
Other Revenue	$2,035	$34,900	$2,288
Total Revenue	$22,210*	$156,185	$72,291
Net ROI	($13,894)	$8,290	($20,559)
Business Model	Co-Promote	Co-Sponsor	Co-Sponsor
Sponsors	WCTV, 103.5 Radio, Tri-Eagles Sales	Word of South, WCTV, Tallahassee Democrat, Tri-Eagle Sales	FSU Student Activities, WTXL TV, Tallahassee Democrat, Tri-Eagle Sales

*As a co-promoted concert, the County received 50% of ticket sales and 100% of concession revenue.

As the Amphitheater becomes more established, industry leaders such as Live Nation and AEG Live have been discussing co-promotional opportunities, and local partners such as the Word of South Festival, FSU Student Activities Department and various Tallahassee auto dealers are expected to continue for future shows. Florida A&M University Student Activities has also been contacted regarding possible involvement. These co-promote and facility rental opportunities will allow the County to minimize its financial investment, as explained in Section C, and to hopefully operate concerts from either a break-even or revenue generating position. Doing so will allow for the production of additional shows that have the ability to increase economic development through tourism.

Further demonstrating future opportunities, The Pink Floyd Experience on March 3rd was a co-promotion agreement where the concert promoters assumed the entire risk of providing the entertainment and the County was only responsible for staffing the venue. Ticket sales were split 50/50.

The Avett Brothers concert was in partnership with the Word of South Festival. The festival made a financial commitment to cover 50% of the band fee up front. The County then recovered its investment from ticket revenue including the balance owed to the band. Once the County's investment was recovered, ticket proceeds went to offset the festival's contribution. Word of South recovered its entire investment as this concert was a sellout and resulted in a profit as illustrated in Table 2. This model of producing concerts allows the County to mitigate the risk of loss but also diminishes the opportunity for any substantial profit.

Wilco was a partnership with FSU Student Activities, which paid a sponsorship fee so that 750 FSU students could attend the show in the general admission section at no cost. FSU also advertised the concert through student newspaper ads, posters, flyers, and social media.

There are numerous performers and bands representing various musical genres that can be successfully accommodated at the Amphitheater. A key component of finding shows that fit a break-even or profitable financial pro forma includes contracting with performers that are being through or near Florida. Band agents and managers are more willing to negotiate a reduced appearance fee if distance between performances is limited and availability exists in a performer's schedule.

As evident from the first six concerts, the Committee recognizes concerns relating to the significant costs of producing Concert Series events at the venue. The County, City, and Scott Carswell Presents have continually worked to identify cost savings opportunities after each show in order mitigate the County's investment in these performances. Scott Carswell Presents has also received feedback from national promoters Live Nation and AEG Live to bring down the production costs at the Amphitheater to attract more performances. To reduce these production costs, the County and Scott Carswell Presents have begun coordinating with Volunteer Leon to replace some of the paid concert employees with volunteers for positions such as ushers and ticket scanners. County staff has estimated a potential $3,292 cost savings per show if volunteers are fully utilized.

Scott Carswell Presents and the Committee seek clarification regarding the ongoing cost of the Tallahassee Police Department (TPD) staffing levels at various concerts. The Committee, County staff, and Scott Carswell recognize the role of the TPD in determining the appropriate number of law enforcement officers needed to ensure public safety. Given the costs associated with the presence of law enforcement officers, all parties have inquired about the consistent application of law enforcement staffing levels for similar events held at the Amphitheater. The Committee seeks to explore opportunities to mitigate law enforcement staffing costs in order to reduce the overall concert production expenses. One avenue to explore may be the City's official co-sponsorship of the Concert Series by waiving the full cost, or a portion of the cost, for law enforcement personnel similar to other community events such as the New Year's Eve Celebration, the LeMoyne Chain of Parks Art Festival, and the Red Hills Horse Trials. The Committee also recommends continuing to explore all facets of the concert operation, including the selection of vendors, to see if other cost savings can be identified.

The early success of the Capital City Amphitheater demonstrates that nationally recognized performers will continue to show interest in performing at this venue, and opportunities for co-promotion sponsorships are significantly increasing. The Avett Brothers, Sublime with Rome, Wilco and The Beach Boys are all nationally and internationally recognized artistes. The Committee continues to place significant emphasis on musical genre diversity and inclusiveness for future concerts. As such, the Committee has previously requested Scott Carswell Presents to actively seek opportunities for Family, Jazz, and Christian Rock events to be held at the Amphitheater. The Committee will continue to strive towards a wide variety of musical genres performing at the Concert Series.

With the relocation of the Sublime with Rome concert, the County has four remaining shows to fulfill the original 10 concerts allocation identified in the Interlocal Agreement. This includes The Beach Boys concert scheduled for May 15, 2015. For more detailed information relating to the past six concerts, please find a concert-by-concert flyer in Appendix #5.

E. Addressing Neighborhood Concerns

As directed in the Interlocal Agreement and establishing resolution, the Committee is responsible for developing a comprehensive plan to address any concerns of adjacent neighborhoods. The Committee is comprised of two neighborhood representatives in order to effectively and efficiently address concerns that arise from neighborhood residents. The Committee works with County and City staff to voice and potentially address any concerns.

City staff has worked closely with representatives from the surrounding neighborhoods through the Cascades Park Working Group to identify and address any concerns expressed as a result of activities and programs held at Cascades Park, including the County's Concert Series. City staff worked closely with County representatives to design and implement concert set up and logistics in a way that would minimize impacts on other park users and the neighborhood, which has proven to be successful thus far. According to City staff, anticipated impacts from parking, trash and loitering have not been a problem during the first four concerts. While staff receives complaints about access to certain areas of the park being limited during concerts, an early issue of pedestrian access through the Meridian Plaza due to the placement of barricades to limit entry to only ticket holders was resolved after the first concert. Residents on Myers Park Drive have also expressed concerns about increased thru traffic along that street coming from Apalachee Parkway. While it is not clear whether this is a result of the concerts or from scheduled activities in Myers Park or both, City staff continues to monitor the situation and has worked to improve signage at the intersection of Lafayette Street and Myers Park Drive during concerts.

The major concern related to the Concert Series has been sound levels. According to the City Sound Policy for the Amphitheater, sound levels generated by Concert Series events shall not exceed 96 dBA and 104 dBC (Appendix #6). On February 24, 2014 the Blueprint 2000 Intergovernmental Agency (IA) approved several recommendations relating to mitigating sound impact to the Myers Park and Woodland Drives Neighborhoods after receiving an acoustical study of the Amphitheater. More specifically, the IA approved setting a preliminarily sound level limit at the mix position, establishing a trial period for adopted sound limits in order to further refine based on feedback received during that period, and conduct an analysis of the audio system to identify any changes to the system that could reduce future impacts to the neighborhoods (Appendix #7).

Since that meeting, the IA staff has purchased two portable sound monitors which were used in the neighborhoods and at the mix locations in order to alert the operator at the mix station when a specific sound level limit has been approached or exceeded. These sound monitors were utilized during the four ticketed event / six local events trial period, which has subsequently expired, and will continue to be used by City staff to monitor sound levels. A study is also being conducted to determine the feasibility of constructing a sound barrier at targeted locations; however costs are yet to be determined. In a letter received April 20, 2015, the Cascades Park Working Group urged the City and County to move forward with Option 4, previously approved by the IA on February 24, 2014, to further mitigate sound impacts (Appendix #8).

Complaints have been received from residents on the following streets: East College Avenue, Golf Terrace, Carlton, Governors, Broome, Fairway, Merritt, Hart, Oakland, Myers Park and Van Buren. On occasions, staff has received reports of sound from the concerts being audible as far away as Lafayette Park and Tallahassee Memorial Hospital. However, there are two areas that consistently report significant sound impact – Myers Park Drive from Lafayette to Circle Drive and the Oakland Avenue/Broome/Fairway/Van Buren area. In general, higher dBC levels seem to be of more concern in areas east of the Amphitheater while both higher dBC and dBA levels affect those areas closer to the park south of the Amphitheater. Staff with the City, County, and Blueprint 2000 have actively monitored sound levels throughout the park and neighborhoods during concerts. The Committee shall continue to provide input to the City and County regarding all potential neighborhood issues that result from the County's concert series, including sound.

F. Market Driven versus Limited Number of Concerts

One of the underlying goals of the Amphitheater is to increase business for hotels, restaurants and retail establishments by attracting regional visitors to enjoy the concerts given that TDT funds are being utilized for both capital improvements and concert programming/production. If successful, these concerts have the potential to regenerate TDT revenue. That being said, the Committee is committed to establishing an equitable balance between the economic benefit of the events and potential impact on adjacent neighborhoods. As mentioned previously, an underlying mission of the Committee is to address legitimate concerns of the nearby neighborhoods generated from the Concert Series much of which has focused on the sound levels and the number of concerts held at the Amphitheater.

Under the Interlocal Agreement, the County is authorized to put on up to 10 regional ticketed events during the first 18 months of operation, from April 12, 2014 until November 12, 2015, and the STAGE Committee is tasked with providing a recommendation on the number of concerts going forward. The Committee has devoted much of its recent meetings to this issue, deliberating the advantages and disadvantages, and acknowledging the concerns raised by local residents. Options ranged from maintaining the status quo, to setting a specified annual limit of concerts, and/or allowing the market to determine the appropriate number of concerts. Representatives from the Myers Park and Woodland Drives neighborhood associations suggested limiting the number of concerts to seven in a 12 month period. Another group of concerned Myers Park and Woodland Drives residents submitted a number of recommendations that included maintaining the status quo on the number of concerts (10 over 18 months) accompanied with the lowering of sound and decibel levels).

By reducing or limiting the amount of concerts per year, the County and City could mitigate most of the neighborhoods' concerns but that would also limit the economic impact of the Concert Series along with the opportunity to regenerate TDT revenues. A market driven approach entails allowing the demand for concerts and the industry supply of potential events at the Amphitheater to dictate the number of concerts held at the venue each year. However, with limited resources available from the Division of Tourism Development to produce these concerts, limits on discretionary income, and weather considerations the Committee does not anticipate that the market will produce more than 12 ticketed shows during a 12-month period. While one of the goals of producing concerts is to draw out of town visitors, the economic reality is that residents also need to support the concerts in order to be successful. The amount of discretionary money within our community will limit the number of shows, especially since other venues such as the Civic Center, Ruby Diamond Concert Hall, and the proposed new amphitheater at the Tallahassee Mall will compete with the Capital City Amphitheater—

not for shows but for discretionary dollars within our community. The small population base within a two-hour drive of Tallahassee is also a deterring factor in booking numerous concerts. While the plan is to emulate the St. Augustine Amphitheater as much as possible, the reality is that St. Augustine has a much larger population base that lives within a two-hour drive of the venue. This allows St. Augustine to book of a large number of shows that may not be as feasible for Tallahassee.

Weather considerations will also limit the number of shows. Due to unpredictable heavy rains and lightning during the summer month, concerts are inherently limited primarily to the months of March, April, May, June, September, October and November. Routing of acts into and out of Florida that fit the Amphitheater pro forma is also a major factor in how many concerts are feasible in a single year. As demonstrated, the County does not have the financial capacity to continually produce shows that are not being routed through or near Tallahassee, which is why the Board limited the number of self-promoted events. Available weekend concert dates in April are limited due to the Word of South Festival, and the Southern Shakespeare Festival is planning to request permitting for two weekends of performances in 2016. Other community organizations, such as Springtime Tallahassee or the New Year's Eve planning group, may wish to replicate the success enjoyed by the concerts held during the Word of South Festival.

The Committee spent significant time debating this issue. All Committee members contributed to the discussion and residents from Myers Park and Woodland Drives spoke to express their desire for a limited number of concerts, especially considering that they are impacted by not just the ticketed events but by many other activities taking place in Cascades Park. These activities range from Sunday morning worship services to numerous community events, some of which use amplified sound and others that do not.

There were strong feelings from Committee members on limiting the number of shows and equally strong feelings to make the Amphitheater market driven. All of the Committee members agreed that quality performances are more important than the quantity of shows. Proponents of limiting the number of shows primarily wanted to provide the neighborhoods with assurance that the number of concerts would not exceed a specific number. Limits of seven and eight concerts over the next 12 months were discussed. However, proponents of the market driven approach expressed that 'market driven' does not necessarily mean more shows than what is currently allowed and for the Amphitheater to be considered a legitimate venue in the music entertainment world, a market driven approach is very important.

Consensus could not be reach by Committee members. Following a 4-3 vote against a motion to limit the Concert Series to eight concerts in a given year, the Committee recommended by a 4-3 vote that the number of concerts to occur at the Amphitheater for the remainder of the initial term of the Interlocal Agreement (through August 2018) be market driven.

G. Options for Ticket Surcharges

The enabling resolution charges the Committee with developing options for tickets surcharges, payable to the City, to offset future Amphitheater capital maintenance and improvement costs as well as general maintenance costs. After input from local not-for-profits and a review of the for-profit concerts, the Committee recommends that no ticket surcharge be added for either not-for-profit organizations or for-profit organizations for the next 12 months. Currently, the City is responsible for maintenance and repairs of the Amphitheater, which is funded by the City in the Parks, Recreation & Neighborhood Affairs Department operating budget. The Committee plans to continue reviewing this matter and will provide further input at a later date.

H. Options for County and City Profit Sharing

The enabling resolution also charges the Committee with developing options for County and City profit sharing percentages, if any, taking into consideration the ongoing maintenance and capital improvement responsibilities and costs, as well as marketing costs associated with attracting visitors from the region. After reviewing the initial investments needed from the County for the first three concerts and having the first profitable concert held in April, the Committee recommends that no profit sharing percentages be established for the next 12 months. The Committee will review any profits with previous investments to determine a recommendation on profit sharing percentages moving forward following another year of operation.

I. Venue Capital Improvements

The CRA is currently considering a redevelopment strategy for the Firestone and Bloxham Annex proprieties adjacent to Cascades Park and the Amphitheater. Specifically, the Firestone Annex (also known as the Meridian Point Building) is currently being used as a dressing room and staging area for major concerts, as directed by the Interlocal Agreement. This Interlocal Agreement also stipulates that, if feasible, the City would incorporate into the design of any proposed redevelopment of the Meridian Point Building items such as dressing rooms, restrooms, production office, box office, and catering space in support of the Amphitheater. The CRA will continue to coordinate redevelopment strategies with community stakeholders to ensure the highest and best use of both properties. Additionally, the County and City recently agreed to utilize the $508,425 owed to the County for the Johns Building demolition to make improvements to the Amphitheater and/or Meridian Building within the next five years. Any balance not utilized during this period of time will be reimbursed to the County's Tourism Development Trust Fund. There also exists $250,000 of TDT previously approved by the CRA, Board of County Commissioners and the City Commission to be spent to construct another permanent restroom facility near the Amphitheater. Following feedback from the initial six concerts, the Committee advised that a permanent standalone restroom is not necessary and that the Concert Series should continue to utilize Portalets for large crowds. Assuming the redevelopment of the Meridian Point Building includes the necessary Amphitheater production needs, the amount available for capital improvements is $758,425 (the $250,000 plus the $508,425).

The Committee recognizes current infrastructure concerns facing the Amphitheater, such as; weather and sound mitigation needs, limited number of restrooms, and a need for increased storage. Possible improvements that were discussed include:

- Renovations to the Meridian Point Building and construction of bathrooms.
- Renovations to make the stage more weather resistant. Currently, the Amphitheater roof structure allows for rain to drip onto the stage making concerts unlikely even in the event of a light rain.
- Cover the reserved seat sections of the Amphitheater to allow for events to proceed in rain and to potentially make events more feasible in the summer months.
- Construct skyboxes at the rear of the general admission seating area that would (1) generate corporate revenue for individual concerts and ultimately season tickets; and (2) potentially act as a sound buffer for the Myers Park neighborhood. These skyboxes could also include a permanent restroom in the rear of the structure that could be available to all concert attendees. To be considered, this option should be dependent on seeing increased demand for both concerts and attendance.

The Committee recommends utilizing the available funds for immediate capital improvements to the roof structure making the stage more weather resistant and adding protection to the electrical system from back to front. If funds remain, it is recommended that those funds be used to research design elements and costs for covering the reserved seating sections.

J. Conclusions and Recommendations

The Capital City Amphitheater has demonstrated the capacity to host concerts with substantial lighting and sound requirements. It has also demonstrated that it is an attractive venue that provides a quality visitor and performer experience. As evident from the 2015 Spring Concert Series successes, the Amphitheater is attracting bigger name artistes with the ability to sell a larger number of tickets. Sponsorship and partnership opportunities continue to increase as the success of the venue spreads across the industry. These partnerships and sponsorships allow the County to attract well-known artistes while limiting its financial investment per show.

To continue the success of the Capital City Amphitheater with respect to all stakeholders, the Committee recommends:

- Expanding the STAGE Committee to include the director of FSU, FAMU, and TCC's Student Activities Departments, or their designee.
- Continue to utilize all three business models for future concert development with self-promote concerts limited to either two per year, or to a specified budget amount as determined through the County's annual budget process.
- Following the first 18 months of operation, the Concert Series should utilize a market driven approach to determine the appropriate number and frequency of concerts for the remainder of the initial term of the Interlocal Agreement (through August 2018).
- Defer a ticket surcharge for non-profit and for-profit concerts for the next 12 months, at which time the Committee will review the issue.
- Defer a recommendation on a profit sharing percentage between the County and City for the next 12 months, at which time the Committee will review the issue. Redirect the $250,000 of Tourist Development Tax funds set aside for the construction of permanent restroom facilities and combine with the $508,425 (reimbursement of Tourist Development Tax funds used for the demolition of the Johns Building) to enhance the weatherproofing of the stage and protection of electrical systems from front to back.
    - If funds remain, utilize them to research the cost and design options for covering the reserved seating sections.

K. Appendices

Appendix 1 - KCCI Cultivate Cascades Report

Appendix 2 - Interlocal Agreement Establishing Concert Series

Appendix 3 - July 8, 2014 Board Agenda Item

Appendix 4 - Scott Carswell Presents Contract

Appendix 5 - Individual Concert Summaries

Appendix 6 - City of Tallahassee Sound Policy

Appendix 7 - IA February 24, 2014 Agenda Item

Appendix 8 - Cascades Park Working Group Letter

APPENDIX #1

Cultivate Cascades Park

Park Programming Assessment
Prepared by the Cultivate Cascades Initiative Team
of the Knight Creative Communities Institute

February 2012

Research for this report was conducted by members of the Cultivate Cascades Initiative team of the Knight Creative Communities Institute (KCCI). Catalyst members of the KCCI Cultivate Cascades team are:

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The Cultivate Cascades Initiative team would like to thank Mike Pate, KCCI Advisory Board member and former program director of the John S. and James L. Knight Foundation, who created KCCI in Tallahassee; KCCI Executive Director Laurie Hartsfield and Kelsey Primiano, KCCI program coordinator, for their unwavering support.

The Cultivate Cascades Initiative team would also like to thank members of The Florida State University Department of Sport Management, and in particular Jordan Bass and Marlon McPhatter, for their contributions in analyzing data from the study and helping to prepare this report.

THE FLORIDA STATE UNIVERSITY
COLLEGE OF EDUCATION
Department of Sport Management

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1. About Cultivate Cascades

Cultivate Cascades is one of three KCCI (Knight Creative Community Institute) Initiatives for 2011-2012. Our team has chosen the task of branding Cascades Park as a Tallahassee landmark by ensuring that visitors are drawn into the park through a variety of diverse activities held throughout the first year.

The group's primary goals are to:

- ✓ Produce a comprehensive evaluation based on research with key stakeholders and community members. The evaluation will showcase the range of potential activities to occur in the Park during year one, and will make recommendations on how to best provide for long-term programming support.
- ✓ Coordinate and implement a "Community Planting Day" in Fall 2012 to engage citizens early;
- ✓ Elevate and promote the value of Cascades Park to potential corporate sponsors, philanthropic organizations, government agencies, and to the public at large; and
- ✓ Identify health-related, educational, historical, recreational, and cultural launch activities and events for the Grand Opening of Cascades Park.

This report represents the Cultivate Cascades Initiative Team's first key achievement - a comprehensive study which details:

1) priorities of key stakeholders (government, community, arts, business, and other groups);
2) programming preferences from area residents;
3) best practices and potential pitfalls as identified by comparable venues and park spaces; and
4) programming and operational options.

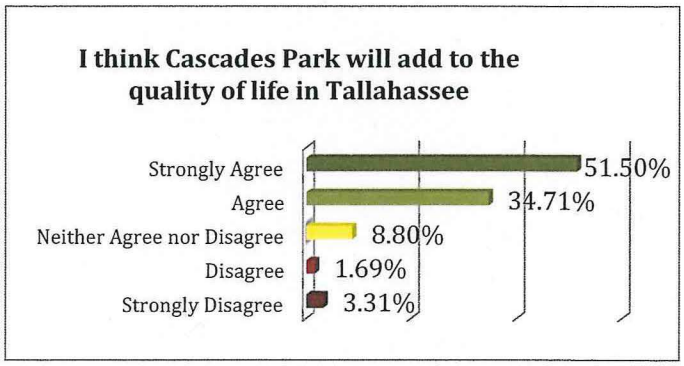
2. Key Findings

Drawing upon a multi-method approach, Cultivate Cascades Initiative Team members canvassed the community to ask what business and community leaders and future park patrons want to see and do at Cascades Park. Based on this research, the group identified key issues and identified numerous ideas about how to best develop programming for Cascades Park in the coming year (and beyond). The key findings of this extensive study can be summarized as follows:

Stakeholder Interviews stressed the importance of:

- Having diverse programming in the park, including educational and health activities, musical concerts (small and large), art exhibits, festivals, historical activities, and more;
- Holding repetitive events and provided examples of successful repetitive events (examples ranging from the First Friday Gallery Hop in Tallahassee to Nightfall Series in Chattanooga);
- Responding to families who want to bring kids to the park during the day by creating facilities (community play area) and programs that meet their needs;
- Marketing the park and establishing a brand for the park by having its own website or dedicated web pages;
- Way finding and directing visitors to parking areas for easy accessibility;
- Safety and security;
- Management of the park, and finding the right staff to proactively plan and coordinate programming in the park with an open mind, while understanding how government and private businesses operate.

Community Survey Findings:



- Members of the community overwhelmingly believe Cascades Park will enhance quality of life within the region;
- Preference was shown for programs and events held in Spring and Fall more so than those held in Summer or Winter;
- Respondents prefer events and programs held on the weekends; although many parents also sought programs held on weekdays (during the day);
- Parking and transportation logistics issues were identified, especially for major park events;
- Respondents across various demographic groupings (race/ethnicity, gender, age, and household income) placed a high priority on holding concerts at Cascades Park.

Study of Comparable Venues with Amphitheaters identified the importance of:

- Promoting activities in the park via a specific website and media partnerships;
- Having basic amenities for amphitheater performers such as sound and lighting hook-ups and dressing rooms;
- Integrating management of professional and community events to ensure that the entire park is in constant use;
- Hiring experienced staff to plan coordinated programming throughout the park (not just at the amphitheater) to balance the activities;
- Using a booking company to schedule concerts and/or work with consultants on issues such as back stage, seating, sound and lighting if needed;
- Create a management structure staffed by people with extensive experience in working with entertainers, fundraising, event sponsorships, corporate partnerships, food service and other important issues.

Looking Forward:

- Staffing for Programming
- Setting up regularly scheduled programming
- Grand Opening Activities
- Community Planting/Work Day for Fall 2012
- Cascades Park Advisory Committee
- Park Sustainability

3. Stakeholder Priorities

From October to December 2011, members of the Cultivate Cascades Initiative Team spent 1500+ hours conducting research. This included interviewing more than 50 individuals from various public and private organizations across Leon County.

Our intent was to:

1) attain a better understanding of the various issues, opportunities, and dynamics related to the park's development
2) seek input regarding the development of our community survey instrument.

The Cultivate Cascades team purposefully sought input from groups that might have a vested interest in the success of Cascades Park. These interviews were informally structured and were intended to allow the interviewees to help Cultivate Cascades members identify key issues, dynamics, and aspirations for the park and its various constituencies.

During the interviews, respondents were typically asked open-ended questions such as:

"What types of events do you envision being held at the park?"
"What will your role be in making these events successful?"
"What information do you need from the community to most effectively do your part in making the park a great place for the community?"
"What needs to be done to maximize the effectiveness of your group's investment in the park?"

Based on these interviews, the following themes emerged as those most important to these stakeholders:

Marketing/Branding the Park

Many of the key stakeholders discussed how Cascades Park's brand identity would be important to maximizing the effectiveness and benefits made available through the park. They argued that area residents should be able to immediately recognize the park's benefits to the community. Thus, it will be important to not only articulate a clear vision for the park moving forward, but also to be mindful of how citizens perceive the roles of existing parks/public spaces and how Cascades Park can offer different events and opportunities.

"Tallahassee's Cascades Park adds a gorgeous haven of greenspace directly south of the Capitol. I'm looking forward to enjoying this new park and its amenities. It's a great asset to the Capital City."

- Mary Frederick, President, Woodland Drives Neighborhood Association

"It would be a good idea to identify which events would be better to hold at Chain of Parks or Kleman Plaza, and which would be better for Cascades Park. In other words, we need to give the park an identity (based on size, type of events, etc.)"

- Mike Pate, Exeuctive Director of TAG

Getting Active

Many interviewees pointed out that Cascades Park could be the focal point for increased physical and health-related activities for the Tallahassee community. While most respondents were not intimately familiar with the configuration of the park, the overall layout, or the length of its trails, many still saw great potential in utilizing the park to hold activities such as Pilates or yoga sessions and 5k races.

"Cascades Park can be used for outdoor activities including charitable walks, various health fairs, and with other groups like the League of Women Voters who can coordinate their events around political elections in the capital."

- Tom Glennon, Capital Health Plan

"Cascades Park would be a perfect location for the finish line of the Springtime Tallahassee 10K race. We also have five other races a year that could be scheduled there, not including our non-profit fundraising walks for events like breast cancer research."

- Mary Jean Von, Gulf Winds Track Club

Educational Potential

Cascades Park has the potential to offer an explorative learning environment in Tallahassee when considering assets such as the Wall of Florida History, a Prime Meridian Marker, and the tribute to the Smokey Hollow neighborhood. Recognizing the beautiful park setting and walking trail could be a *living classroom* for school children. Gardens and play areas could serve as outdoor classrooms while promoting active living. Respondents also expressed an interest in an ongoing speakers series by having free educational speakers to offer the community.

"Leon County Schools looks forward to being an active consumer and supporter of Cascades Park. The amphitheater could serve as a great outdoor meeting place and learning center. All of us at Leon County Schools really see ourselves as vested partners in this community."

- Barbara Wills, Assistant Superintendent of Leon County Schools

"The Park can provide historical walking tours that highlight the history of the area. Working with local expertise, including former residents of Smokey Hollow and other interested residents as well as professional cultural development planners, would add significantly to this model project developing in the Capital city and county."

- Althemese Barnes, Riley House Museum

An Outdoor Arts Venue

Tallahasseans are craving an outdoor arts venue. Many of the groups interviewed discussed how small and large events hosted in the Park could be tied to other organizations in Tallahassee, thus helping to increase their success. Interviewees reminded us that park program planners need to consider the effects of relocating existing events and performances to Cascades Park (i.e. what impact would it have on current venues such as universities, other parks, Southwood, etc.).

"Tallahassee Symphony Orchestra (TSO) would like to be part of Cascades Park regular programming with a fall event and a spring event. TSO is here because of, and for, the community, and we look forward to reaching as many people as possible through our concerts in Cascades Park."

- Amanda Sauer, Tallahassee Symphony Orchestra

Potential Economic Impact

Most interviewees agreed that Cascades Park should be a place that involves our large college population hand-in-hand with the greater Tallahassee community to ensure the park's success. Moreover, with a coordinated planning and infrastructure in place, Cascades Park can have long-term sustainability and even become a catalyst for Tallahassee's economic recovery. By sponsoring popular local events and bringing professional acts to the region, the Park could enhance Tallahassee's profile as a viable tourist destination and also draw residents to the park that may not attend on a regular basis due to the distance they live from the park.

"Large ticketed events can be hosted in Cascades Park during much of the year that potentially would bring people to our community from surrounding areas."

- Lee Daniel, Executive Director, Visit Tallahassee

"Cascades Park will become an economic development anchor for our community. Its transformation is a key element to the overall redevelopment focus and effort in that entire corridor. From construction jobs to tourism dollars, our community will reap a significant economic impact in the coming years."

- Karen Moore, Chair, Economic Development Council

"Cascades Park will enhance the quality of life in Tallahassee by adding an arrow to the economic development quiver. However, it takes on a whole new economic multiplier if the ampitheater has the appropriate facilities and resources to attract regionally and nationally known entertainment acts for ticketed events. Performance acts of that level will generate interest from the regional drive market who will shop in our stores, eat and drink in our restaurants and bars and stay overnight in our hotel rooms."

- Marc Bauer , Hotel Duval

Logistical Concerns

Although almost every constituent group whom we interviewed expressed concerns over park logistics; ranging from safety and parking to the amphitheater's configuration, they also agreed that many of these logistical concerns could be resolved. Respondents suggested multiple ways Cascades Park events and activities could be scheduled and coordinated and stressed the importance of repetitive events. Many stakeholders recommended programming staffing structures—everything from a semi-government organization to a non-profit foundation. Many suggested that operational plans should be coordinated through organizations such as Tallahassee Police, Parks and Recreation, StarMetro, the universities, and other public agencies.

"Cascades Park is a tremendous asset for the community and also for the Myers Park Neighborhood. At the same time, Cascades Park has the potential to bring more traffic, parking and litter control issues to our area. Infrastructure into and surrounding our neighborhood—including that associated with the FAMU Way extension—should be carefully coordinated and upgraded where necessary to preserve and maintain Myers Park's historic character and quality of life."

- Vivian Young, Myers Park Resident

Key stakeholder groups that were interviewed for this study include:

Capital Health Plan
City of Tallahassee Parks and Recreation
City of Tallahassee Board of Commissioners
COCA – Council on Culture & Arts
Downtown Improvement Authority
FAMU Marching 100
FAMU Music Department
FAMU College of Agriculture
Food Truck Vendors
FSU Center for Leadership and Civic Education
FSU Fine Arts
FSU Seminole Boosters and College Town
From the Ground Up
Gulf Winds Track Club
Hotel Duval
Keep Tallahassee-Leon County Beautiful
Lafayette Park Merchants Association
Leon County Board of Commissioners
Leon County Schools
Mary Brogan Museum of Arts & Science
Master Craftsman Studio
Residents of Myers Park
Riley House Museum
Seven Days of Opening Nights
Shakespeare in the Park
Springtime Tallahassee

StarMetro
Sustainable Florida
Sustainable Tallahassee
TAG Tallahassee
Tallahassee Ballet
Tallahassee Community College (Fine Arts)
Tallahassee Film Festival
Tallahassee Memorial HealthCare
Tallahassee Symphony Orchestra
The Man in Overalls
Tours in Tallahassee
Urban Disturbance
University of Florida Institute of Food and Agricultural Sciences
Visit Tallahassee/Tourist Development Council
Woodlands Drive Neighborhood Association

4. Community Programming Preferences

Throughout December 2011, the Cultivate Cascades Initiative Team conducted an online survey of Leon County community members' programming preferences for Cascades Park. The survey was administered through The Florida State University College of Education's *Qualtrics* program, a popular online protocol for conducting research of this nature. This medium was selected (over phone or in-person interviews) due to its affordability and accessibility. Since KCCI groups such as Cultivate Cascades operate without funding, the online instrument was the only fiscally feasible medium for collecting this data.

Participants were primarily invited to take part in the survey through e-mail requests. Cultivate Cascades members forwarded thousands of survey invitations to members of numerous listserves. These lists were acquired with the approval of dozens of agencies and organizations ranging from civic and community groups, to business, governmental and commerce agencies, to faith-based and neighborhood associations, arts councils and educational institutions, and various other entities.

Beyond the thousands of personal invitations distributed through various listserves, a link to the survey was also added to the KCCI web and Facebook pages, the Leon County government site, and was featured in a December 26, 2012, story in the Tallahassee *Democrat*.

To prevent multiple responses from any one individual, a 'ballot box stuffing' feature on the *Qualtics* mechanism was enabled.

Based on previous surveying methodology research, the Cultivate Cascades team realized that the online mechanism held the potential to deliver an over-representation of responses from higher socio-economic groups. In our attempts to avoid this, Cultivate Cascades members—with the help of Leon County Administrator Vincent Long and Leon County Library Director Cay Hohmeister—conducted surveys at three different Leon County libraries. This endeavor was an attempt to hear from those community members who might not have Internet access at home; and thus was an effort to bolster the socio-economic diversity of the respondent population.

Our original goal was to secure 800 responses from Leon County community members. Due to our recruiting efforts online and at the libraries we were able to gather **more than 1600 responses (n= 1605)**, more than 100% beyond our original goal.

After the survey period closed, the data was cross-tabulated and extrapolated to create a sample representative of the overall demographic make-up of Leon County. In other words, in instances where there were significant disparities between the number of responses (particularly with regard to race/ethnicity and socio-economic grouping), the preferences of each group were weighted to the *2010*

United States Census data for Leon County. This was done to prevent skewing of the results toward the interests of those groups (higher socio-economic, white/Caucasian) that had a disproportionately high response rate to the survey.

Heat-mapping techniques were used to determine the geographic distribution of survey responses. Based on the data, the survey sample was closely distributed with the overall population distribution of Leon County. The highest concentration of respondents came from just east of the downtown Tallahassee area, particularly in the areas of Lafayette Park and Myers Park (and down through South Monroe and up through Betton Hills). This was to be expected since: 1) these are some of the most populated neighborhoods in Leon County, and 2) these communities likely have high interest in park programming due to their proximity to the Park.

Survey Demographics

Most demographic categories were similar to the Census profile of Leon County:

> 56% of respondents identified themselves as females (compared to 52.4% in the 2010 U.S. Census);
> 10.3% of respondents were college students;
> Response by age was consistent with the general population of the county, once under 18 residents are filtered out of the population (as this only sought adult participation)

As described above, research methods were adapted and data extrapolation techniques were used to prevent skewing the results toward groups who had significantly higher participation rates in the survey. In particular, respondents to this study were more likely to identify themselves as 'White/Caucasian" and as higher income earners than the general Census average for Leon County.

- The median household income for survey respondents was just over $75,000, which is considerably higher than the census average of $41,000;
- 1,271 (79.2%) respondents identified their "ethnic of racial group" as "White/Caucasian"; 142 (8.8%) identified "African American"; 89 (5.5%) offered "No response"; 36 (2.2%) selected "Latino/Latina"; 24 (1.5%) chose "Multi-racial"; 20 (1.2%) selected "Asian/Pacific Islander"; 10 (0.6%) chose "American Indian/Native Alaskan"; 9 (0.6%) selected "Other"; and 4 (0.3%) selected "Middle Eastern".

Programming Preferences

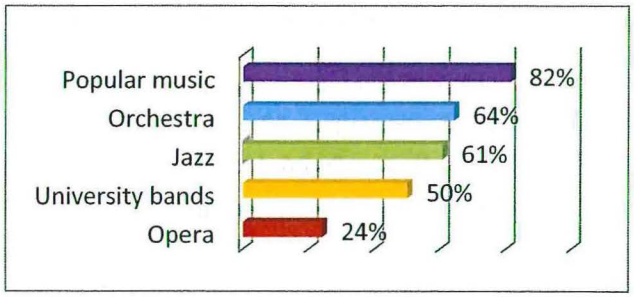
Concerts were the most popular type of event identified across *every* demographic group (race, gender, income, and age). As the table to the right illustrates, **survey respondents believe musical performances should comprise a significant portion of Cascades Park programming.**

Following concerts, community members prioritized festival and performance events. Data showed that art and cultural festivals, theater, outdoor movies, and holiday celebrations were each in high demand. Again, these rankings were fairly consistent across various demographic groupings.

To generate these results, respondents were asked to place each of the events listed in the following categories: "Would not miss it!"; "Would probably be there"; "Might attend"; and "Not interested." Respondents were then asked to rank the events within each category. Based on these responses, the event types were then weighted and scaled, with the most popular response ("Concert") weighted as the benchmark of 1.00.

Some events that were not top priorities among the total population were ranked very high by those respondents who were likely to participate. For example, while "Run/Walk event" was not identified by many respondents as a "can't miss" event, for those who did categorize it near the top made it a top priority (mean = 2.47). Conversely, "International fair" events were generally supported by the total population, and yet not seen to be a top priority amongst most respondents (mean = 4.28).

Type of Event	Weighted Popularity
Concert	1.00
Art Festival	0.85
Cultural Festival	0.76
Theater Performance	0.75
Holiday Celebration	0.72
Outdoor Movie	0.72
Dance Performance	0.51
International Fair	0.51
Charity Event	0.31
Run/Walk Event	0.30
Educational Event	0.29
University Event	0.27
Environmental Awareness Event	0.27
Public Lecture	0.25
Health Event	0.22
School Program	0.21
Corporate Function	0.16
Religious Service	0.15



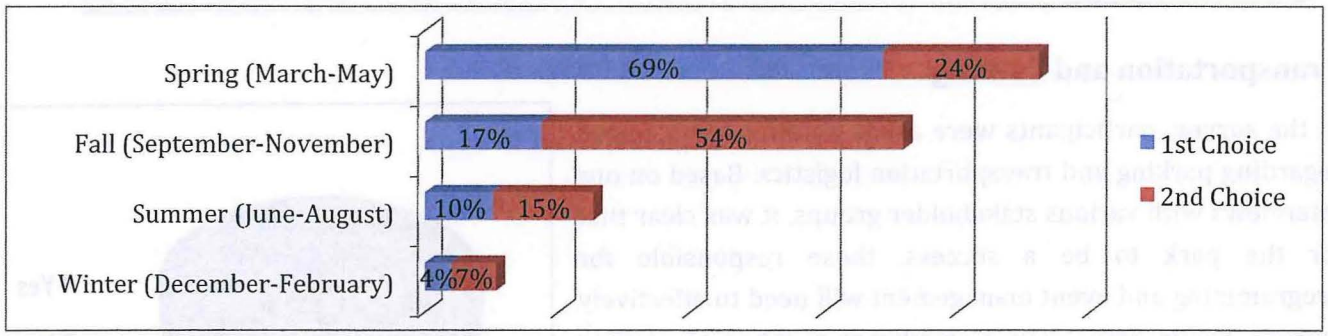
Respondents who listed "Concert" as a programming priority were also asked what type of musical performance they would like to attend. Popular music forms such as R & B, Country, Rock, and Hip Hop were most popular, followed by orchestra/symphony, jazz, university band performances, and opera.

Realizing that there may be other types of events the community would like to bring to Cascades Park (than offered in the list above), we asked respondents in an open-ended question to identify "What other types of events would you like to see held in Cascades Park?" We received almost 1000, often very specific, responses, the most popular of which are listed below (listed alphabetically):

- Beer/Wine Festival
- Bicycle races
- Book Fair
- Charity events
- Chili cook offs
- Circus events
- Climbing events
- Comedy
- Craft Fairs
- Culinary shows
- Disc golf
- Entertainment for kids
- Family fun day
- Farmers Market
- Fashion shows
- Fine art shows
- Fitness classes
- Flea Market
- Food Festival
- Food truck roundups
- Market days
- Obstacle courses
- Pet activities
- Picnics
- Playgroups for kids
- Poetry Reading
- Political events (debates, rallies, etc.)
- Talent shows
- Weekly park runs
- Workshops for kids
- Yoga

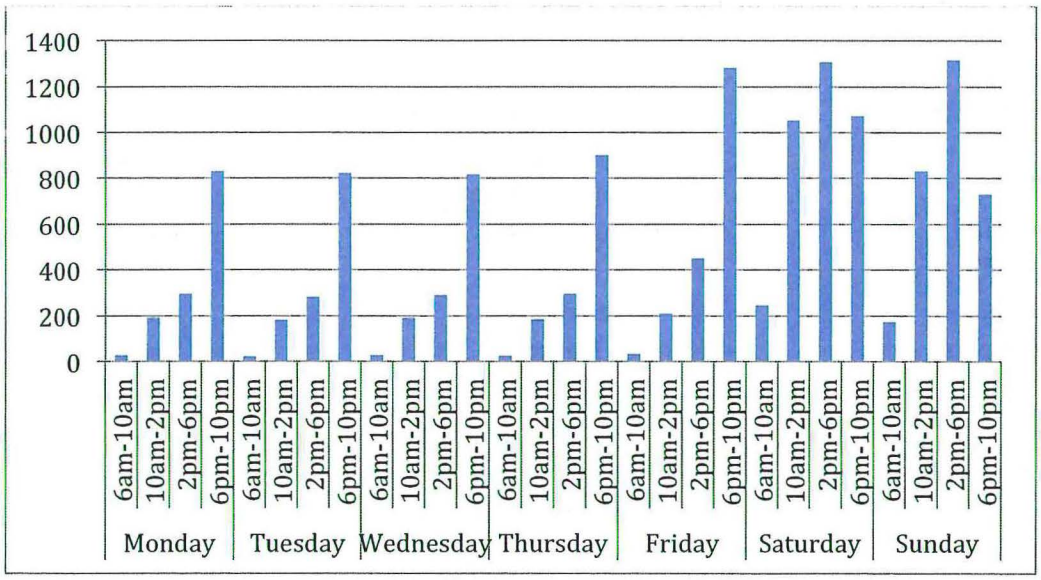
Scheduling Preferences

Not only were we interested in determining what types of events residents want to see take place at Cascades Park, but we were also interested in which seasons residents would be most likely to attend an event in the Park. As the graphic below illustrates, **respondents overwhelming favored the spring and the fall, with spring being the first choice** (of the four seasons) by more than two-thirds of participants. Fall was the most popular second choice, meaning that it was much preferred to summer and winter despite not being as popular as spring. These finding suggests that Park planners should be cognizant of the outdoor conditions (heat in the summer, rain and cold temperatures in the winter) when planning events for this outdoor venue.



Park planners should also consider the time of day and day of the week most likely to appeal to the broadest population when developing both one-time, annual and recurring programs. Regarding the time of day/week, participants in our study predictably identified **Friday nights, Saturdays, and Sundays as those time periods when they would most likely attend** an event or program. As the chart below

illustrates, the **vast majority of respondents chose the Friday 6pm-10pm, Saturday 2pm-6pm, and Sunday 2pm-6pm time slots as the most preferable to hold an event in the Park.**

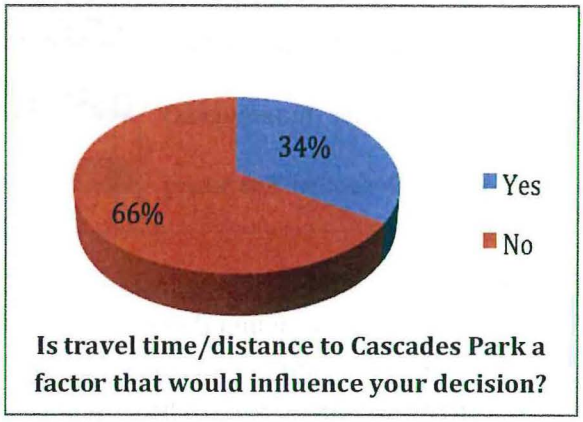


However, it is important to note that when the results were filtered by the variable "number of children under the age of 18 living in your household," **those respondents with children were significantly more likely to identify mid-day (10am-2pm) and early afternoon (2pm-6pm) within the week (Monday through Friday) as viable time periods for holding events.** These respondents were also much more likely to prioritize children's programming.

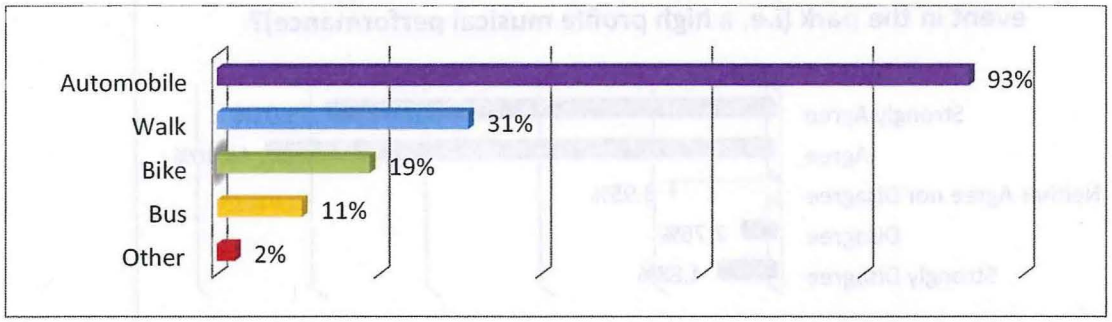
The data suggests that in order to maximize participation, major events should take place on the weekends. It should be noted, however, that families with children living at home seem interested in attending mid-week events held in the park.

Transportation and Parking

In the survey, participants were asked a series of questions regarding parking and transportation logistics. Based on our interviews with various stakeholder groups, it was clear that for the park to be a success, those responsible for programming and event management will need to effectively manage traffic flow, avail a significant number of parking spaces in and around the park, and communicate transportation logistics to park patrons in advance of major events.

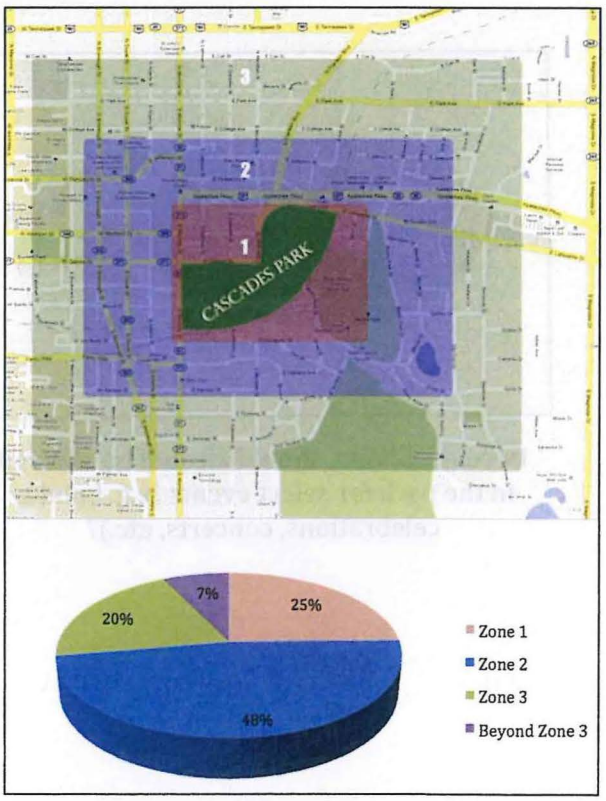


For nearly two-thirds of respondents, the location of Cascades Park is not something that would deter them from attending an event being held there. This is likely due to the park's central downtown location. When asked "What mode(s) of transportation would you and/or your family use to get to Cascades Park (select all that you are likely to use)?", an overwhelming majority (93%) of respondents selected the automobile as the primary or sole mode of transportation. It is important to recognize that a major event held in the Park could potentially bring 2,000 or more automobiles into the streets and lots surrounding the Park.



It should also be noted that **31% of respondents chose "walk" and 19% selected "bike," meaning that many park patrons intend on biking or walking from their work or homes to the park, or driving into the downtown area, parking their cars, and then walking or biking to an event.**

When asked "How far away from Cascades Park would you be willing to park for a major event?," respondents overwhelming chose the combination of Zones 1 and 2 as illustrated in the graphic to the right (approximately 73%). Asked to select the outermost zone from which they would be willing to walk to the park, survey participants chose the area comprised of roughly a two-block radius surrounding the park.

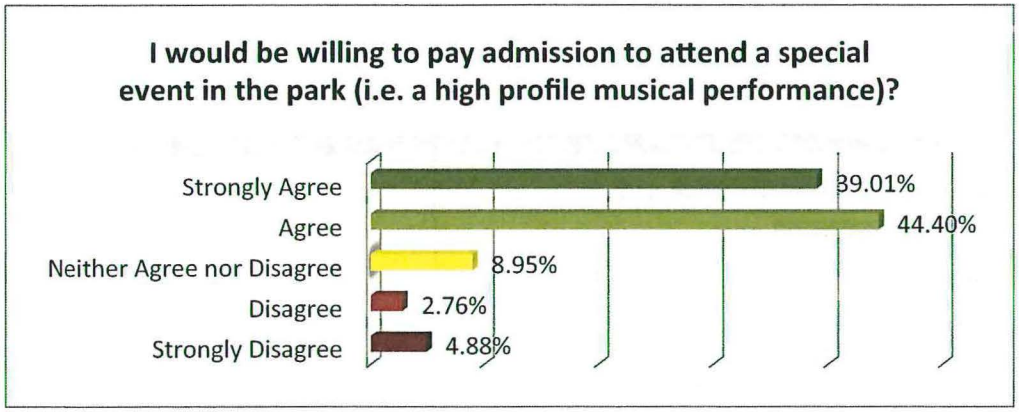


Parking availability for Cascades Park is as follows; there will be 1,514 parking lot spaces around the park and an additional 4,866 spaces in parking garage structures within a few blocks of the Park, with a total parking capacity of 6,380 spaces. Furthermore, StarMetro is already making preparations to accommodate park patrons. "Accessibility to Cascades Park will be one of the keys to its success," said Ron Garrison, executive director of StarMetro. "StarMetro will serve the new park with the Tall Timbers route—making the park accessible to the entire community with just a bus ride."

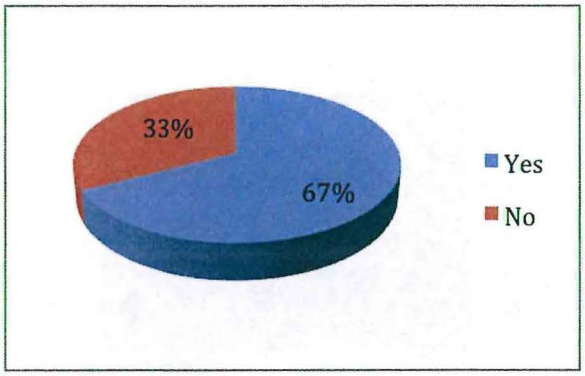
Ticketed Events and Alcohol

Two other key issues related to park programming were charging admission to attend select events and the consumption of alcohol at specific park events.

As the chart below demonstrates, the community **overwhelmingly supports charging admission fees for certain events.**



Of course, these types of fee-based events will necessitate extensive logistical coordination, from parking to organizing space (partitions, gates, etc.), to partnerships with ticketing agencies, to the acquisition and storage of seats and barricades.



In your opinion, should alcohol be allowed in the park for select events (e.g. holiday celebrations, concerts, etc.)?

Through our interviews with City and County leaders, as well as managers of comparable venues, we broached the subject of allowing alcohol in the park. **The community members who responded to our survey favored allowing alcohol in the park for select events such as major concerts, celebrations, or festivals.** In the various forms of feedback we received (through the survey and interviews with key stakeholders to our discussions with managers at comparable venues), the consensus **was that events where alcohol is allowed should be limited to a few select dates throughout the year** and that alcohol should not be allowed in the park during regularly scheduled programs.

5. Lessons Learned from Other Parks

Based on feedback from the survey that showed the high demand of concerts and activities involving a stage, we conducted on-site visits, phone interviews, and web-based research of nearly three-dozen existing parks with amphitheaters to identify best practices, and lessons learned, of comparable venues. Based on this research, we have concluded that a viable amphitheater offering the public a wide range of both professional and community programs may be an essential factor in the long-term success of Cascades Park. Community members overwhelmingly demonstrated their support for high-quality amphitheater programs by listing concerts, art festivals, theater, holiday celebrations, outdoor movies and dance performances as the events they would most like to attend at the Park. Nearly all of those events would work best in an amphitheater setting. Survey respondents proposed and supported a wide variety of other events at locations throughout the Park, and those will clearly attract enthusiastic supporters from throughout the community.

Best management practices and amenities crucial to the success of flourishing amphitheaters in cities across the country have been identified. Parks with similar amenities, goals, and specifications to those proposed at Cascades Park were identified. From our research, we concluded that an exmplary model for our amphitheater is the St. Augustine Amphitheater located in Anastasia State Park in Florida's oldest city. The St. Augustine Amphitheater has a rich history of success and is about the same size as Tallahassee's. It is worth noting that former President Bill Clinton is scheduled to speak at the St. Augustine Amphitheater in March. Imagine how a former president would be received as the speaker at an amphitheater event in our Capital city.

The summary of our research findings is as follows:

Programming

There are two primary ways in which amphitheaters book their acts: hiring staff who typically have extensive experience in the entertainment industry and/or contracting with promoters. St. Augustine (FL) and the Tuscaloosa Amphitheater (AL), which opened last year, both use promotion companies, but have internal paid staff to proactively plan and organize events. Both consider it essential to engage experienced professionals to navigate their programs through the treacherous shoals of the entertainment industry. The amphitheater at the North Carolina Museum of Art in Raleigh, however, uses a staff person who previously booked acts at music festivals to schedule performances.

There is a wide range in the cost of performers booked by the amphitheaters we researched. The Santa Barbara Bowl in California books leading acts, including the Eagles, Paul Simon and Janet Jackson, that charge approximately $500,000 per performance. Tuscaloosa is a mid-range amphitheater, booking acts—Alabama, Lynyrd Skynyrd and Steely Dan—that charge about $250,000 per performance. The North Carolina Museum of Art books acts in the $25,000 range, including two scheduled to perform at 7 Days of Opening Nights in February and March—Bela Fleck and Trombone Shorty. The Levitt Pavilions in Los Angeles, Pasadena, Memphis, Arlington (TX), Bethlehem, Pennsylvania and Westport, Connecticut, book

acts in the $2,500 to $7,500 range. Among acts booked by the Levitt Shell in Memphis last fall were Enter the Haggis, Latin Heritage Celebration and Hubert Sumlin with the Kenny Brown Band.

Scheduling

Amphitheaters typically operate seasonal schedules, from late spring to early fall in colder climates and longer in warmer locations. The Gerald R. Ford Amphitheater in Vail, Colorado, operates a May-to-August season. The Santa Barbara Bowl stages about 25 concerts between April and October. St. Augustine operates year-round, although it focuses on community events rather than touring acts in the winter months. Given the similarities in climate of both places, St. Augustine is a good model for scheduling at our amphitheater. Our warmer weather locale could be an asset in booking acts during the off-season when venues in colder areas are closed.

Seating

Amphitheaters we researched ranged in size from 540 seats (Forest Theatre Amphitheater at Carmel-by-the-Sea, California) to 7,500 seats (Tuscaloosa). Larger amphitheaters, including St. Augustine and Tuscaloosa, tend to offer a mix of covered and uncovered seats. All of the seats at many other amphitheaters are open to the elements. None of the 4,500 seats at Santa Barbara are covered.

Amphitheaters typically charge premium prices for covered seating and the seats closest to the stage. Box seats at Tuscaloosa sell for $30,000 and include up to eight season tickets and access to the Mercedes-Benz Club. Seating policies range from 100 percent reserved to completely open. All 1,400 seats at the Humphrey's-by-the-Bay Amphitheater in San Diego are reserved. Levitt Memphis, with a seating capacity 1,000, features open lawn seating: first come, first served. The 2,400-seat Iroquois Amphitheater in Louisville, Kentucky, offers permanent seating with a partial roof to protect against rainouts. In many cases ticket sales are final, rain or shine. Sugarland cancelled a concert at Tuscaloosa's amphitheater because of bad weather and required payment even though they did not perform.

Sponsorships

At the high end, global corporations have sponsorship agreements with fortunate amphitheaters. Such sponsors help cover costs, easing the financial burdens facing those amphitheaters. Mercedes-Benz, which makes SUVs nearby, is a major sponsor of the Tuscaloosa Amphitheater. Other major sponsors we identified are Coca-Cola and Budweiser. Beer and wine manufacturers and distributors appear to be the most prevalent sponsors of amphitheaters. Major sponsors at the Meyer Amphitheater in West Palm Beach and Vail include Budweiser, Jagermeister and Red Bull. Lexus sponsors Humphrey's-by-the-Bay. Without a significant industrial base, acquiring major corporate sponsors in Tallahassee is likely to require creativity and ingenuity. However, many of the facilities we researched have found ways to operate successfully without major corporate sponsors. The Cuthbert Amphitheater in Eugene, Oregon lists 17 sponsors, including the local newspaper, a television station and five craft breweries. St. Augustine's sponsors are local businesses.

Sound and lighting

We received a variety of opinions from the amphitheaters on the best way to handle the sound and lighting systems essential to the successful staging of concerts. A sound system that might work fine for a local performing arts group probably will not meet the needs of professional entertainers who are touring the country. St. Augustine and the Cuthbert Amphitheater in Eugene are equipped with top-quality sound and lighting systems. Managers of amphitheaters that feature their own sound and lighting systems cautioned that the roof and walls must be strong enough to support the weight of the equipment, which can be considerable.

Other amphitheaters advised against installing expensive sound and lighting equipment, saying it is a waste of money because most touring acts prefer to use their own equipment. They said it is better to either own less expensive equipment adequate for local performances or rent equipment as needed. Santa Barbara Bowl relies entirely on rented equipment to provide sound and lighting when the performers do not bring their own.

A number of the amphitheaters we surveyed are located next to residential neighborhoods and must deal with noise issues. The City requires Santa Barbara Bowl concerts to end by 10 p.m. and limits noise levels to 100 decibels at the soundboard. Tuscaloosa has a similar noise level restriction, but the executive director said it is not a problem because touring acts use technically sophisticated sound systems that contain most of the sound within the amphitheater.

Back stage

Model amphitheaters typically provide dressing rooms, green rooms, restrooms, kitchens and other back stage facilities to ensure the comfort and security of touring acts and their crews. These facilities are usually located adjacent to the stage. St. Augustine provides full back stage facilities including dressing rooms, green room, production office, lounge, storage and production facilities. Tuscaloosa has similar facilities located in five buildings immediately behind the stage. The executive director of Tuscaloosa said performers will not be happy and may shun amphitheaters where back stage facilities are not immediately adjacent to the stage. "Back stage is critical," she said. "It has to be completely separated from the general public."

Certain acts, especially theater companies, require walls behind and on the sides of the stage to facilitate their productions.

Catering

Catering in this case is a catch-all category for two distinct areas: 1) food and beverage service to the public and 2) feeding the performers and other workers. Food and beverage service is an important ingredient in the success of amphitheaters. Some amphitheater managers said it works best to serve simple foods such as hot dogs and French fries to patrons. They said most of the food and beverages are purchased and

consumed before or between shows, if there are two acts, and the lines should move quickly to accommodate everyone. Food trucks have their place, they said, but are too slow and do not work well as the source of food and drinks at performances.

Contracting food and beverage service and/or caterers is a common practice. St. Augustine and Tuscaloosa rely on outside contractors to provide food and drinks to patrons. At Tuscaloosa, the caterer's split is 55 percent of food and drink revenues. West Palm Beach recommended engaging several local restaurants to provide a variety of dining options to patrons.

The Santa Barbara Bowl relies on three part-time staffers to prepare food for patrons. The Levitt Pavilions contract with caterers. Another model is preparing food for patrons in house. State employees working in the cafeteria at the North Carolina Museum of Art handle food preparation there.

Amphitheater managers recommend that back stage facilities include kitchens to prepare meals for the performers, their crews and facility workers. The Tuscaloosa caterer prepares up to 100 back stage meals at a time. The facility has four kitchens. The cook who prepares back stage meals at Santa Barbara has worked there for 35 years and has a loyal following among entertainment industry stars.

Box Office

It is common for amphitheaters to contract with outside ticket sellers. St. Augustine and Tuscaloosa use Ticket Master. Even so, they need staff on site to handle ticket sales at the gate. Foundation managers said they typically rely on paid employees to sell tickets. Two of the 10 Santa Barbara employees are ticket sellers.

Ticket prices vary considerably depending on the size of the amphitheater and the cost of the act. Tickets for former President Bill Clinton's speech and an upcoming Tony Bennett concert at St. Augustine range from $35 to $85 each. The manager of the Santa Barbara Bowl, located in an affluent area in Southern California, said he could sell tickets to a Jimmy Buffett concert for $200 each. Ticket prices for concerts at the Sun Bowl Amphitheater in Sun City, Arizona, a retirement community, range from $12 to $25 each.

Finances

Revenues and expenses at St. Augustine are basically "break even." By contrast, in its first year of operation Tuscaloosa reported a profit of about $100,000, despite the tornado that devastated the area last year. Revenues for Tuscaloosa included $226,000 from box seat sales and $227,000 from sponsors. According to the Santa Barbara Bowl Executive Director, alcohol sales and ticket sales are the "crown jewels of revenue." Many of the other managers we spoke with agreed. Managers said profits on amphitheaters owned by local governments should be returned to the facility to pay for improvements and enhance programming.

Security

Government-owned amphitheaters either rely on local law enforcement agencies or hire private companies to provide security. The non-profit foundations typically rely on private security companies. The event coordinator at the city-owned West Palm Beach amphitheater recommended using the local police force to provide security.

Management

The most common options for managing amphitheaters are: 1) a local government agency under the direction of elected officials, or 2) a non-profit foundation headed by an appointed board of directors. Government-run facilities can be controlled by either a single agency or a joint agency comprised of some combination of city, county, state or university employees, similar, in effect, to the original Blueprint 2000 model. St. Johns County developed a new department to oversee the production, programming, ticketing and operation of the amphitheater. They have eight full-time cultural events staffers. Tuscaloosa is controlled by the city and was constructed as part of a downtown renewal project along the banks of the Black Warrior River. The executive director is a city department head. The city owns and runs the 3,500-seat Meyer Amphitheater in downtown West Palm Beach but contracts with promoters to provide services. State employees who work for the North Carolina Museum of Art manage the amphitheater there.

The Santa Barbara Bowl is managed by a foundation that leases the facility from the county. The foundation has 10 employees handling everything from programs to ticket sales to maintenance. The Levitt Pavilions Foundation is providing grants of $1.2 million over five years to the six pavilions it supports. The executive director said Cascades Park could be eligible for a $1.2 million grant if it meets the foundation's strict eligibility requirements. Levitt pavilions must be managed by a non-profit Friends of Levitt Pavilion foundation, book at least 50 free professional concerts a year and operate within a $500,000 annual budget. Levitt Pavilions must be owned by local government but managed by the foundation. Local government is responsible for security and maintenance with the pavilions handling fund-raising, booking, promotions, food and beverage service.

Other issues

Marketing events at amphitheaters frequently involves a combination of promoters and staff. Maintenance is the responsibility of public employees at some of the government-owned amphitheaters but is usually contracted out. Several managers recommended engaging entertainment lawyers to review contracts, which can exceed 60 pages, with performers.

6. Programming and Long-Term Sustainability Recommendations

Tallahassee and Leon County have a rich history of operating outstanding public parks. Cascades Park is unique to Tallahassee as it will include historical displays, fountains, gardens, areas for playing with children and pets, activity trails, relaxation and nature viewing areas, and also an amphitheater. Residents and students who participated in the survey came up with a long list of activities and events they want to see incorporated into the Cascades Park programming plan. Their ideas are exciting!

What makes Cascades Park even more unique is the opportunity for growth at the amphitheater, a new park feature that comes with a set of responsibilities, risks and rewards. Drawing on the experience of successful amphitheaters, our community has an exciting opportunity to develop a facility that will be an attraction that offers local and nationally-recognized performances and events. The Tallahassee Symphony, other musical groups, and local dance and theater groups are interested in staging performances there. The facility could also serve local interests by hosting events such as graduations, religious services and community celebrations.

To draw in diverse audiences and activities, the goal should be to hold several community activities or events throughout the park, in addition to acts and activities taking place at the amphitheater. These events could include everything from free performances by University students to foot/adventure-races, festivals and fund-raisers, to identify but a few of the opportunities. Ensuring the park is widely used for successful community events is every bit as important as booking concerts at the amphitheater. We have identified and talked to dozens of community groups that are eager to use the park for their events. Businesses have expressed interest in relocating activities to the park, particularly Food Truck operators. Some organizations are already trying to schedule events for next fall when the park opens.

Regularly Scheduled Programs

Based on our research, we recommend that an emphasis be placed on regularly scheduled events so park users begin to identify particular days/dates with specific events. The Tallahassee community has already proven the success of regularly scheduled events, including 7 Days of Opening Nights, Springtime Tallahassee, Red Hills Horse Trials, Downtown Get Downs, First Friday Gallery Hop, Shop Locally and many others.

Based on key stakeholder meetings and consumer feedback from the survey, following are a few ideas for regularly scheduled activities.

Idea: Lunch on the Lawn. Every Wednesday and Friday between 11-1 p.m.
This serves as a draw for our university students, families and people working in the area. This would include a food truck presence coupled with free performances from FSU, FAMU, and TCC students. Each University would provide 52 weeks of free mini-performances varying from dance, musical or theater.

Idea: JAM Session. Every Thursday evening. With the guidance of professional artists, this would be a series of free 45-minute interactive sessions that encourage movement along with singing, dancing, playing music.

Idea: Movies on the Lawn. Held the first Saturday evening of the month. Work with the FSU film school and other organizations such as Keep Tallahassee-Leon County Beautiful to establish a calendar for free movies on the lawn.

Idea: Sunday Morning Sunrise Service. Sunday morning. Work with local faith-based groups to establish a sunrise service to take place in the park.

Idea: Farmers Market. Weekly farmers' market featuring locally grown products.

Idea: Speaker Series. Once per month, offer a speaker to present in the park. We recommend the majority of these be offered for free, but once or twice per year a ticketed event could be offered to offset the booking fee for a nationally-recognized speaker.

Idea: Yoga Rocks the Park. Weekly in the morning. A professional instructor would teach a yoga session in the park. This could also be expanded to a general exercise session in the park and also a parent-child oriented exercise session in the park.

Idea: Signature festivals, events and concerts that would be held annually in the park. Many opportunities exist to move certain annual events to the park. By changing venues, longstanding events have the opportunity to reinvent and/or revitalize their functions in a new setting. Opportunities lie with free and fee-based events with groups such as Springtime Tallahassee, 7 Days of Opening Nights, Shakespeare in the Park, Tallahassee Ballet's annual showcase, and many more.

Idea: Art in the Park. A free outdoor art exhibit provided by the Master Craftsman Studio that would rotate every quarter throughout the year. For example, exhibits would change on Jan. 1, April 1, July 1, October 1. Art could be displayed throughout the park or in specific areas.

Grand Opening Launch Activities

Based on key stakeholders' interest in providing free performances or activities during the Grand Opening celebration, we recommend that the Grand Opening take place over a series of two weeks.

Security, parking, emergency services, clean up and directional/way-finding signage should be considered and established in time for the Grand Opening celebration. Star Metro and Keep Tallahassee-Leon County Beautiful have already expressed an interest in being involved.

Additionally, promotion of the Grand Opening events should be done locally and regionally by garnering in-kind media sponsorships with print and electronic media outlets. The Cultivate Cascades team has already begun discussions with potential media partners. To better reach young professionals and students, an integrated social media campaign that includes everything from Facebook and Twitter to Pinterest and Instagram should be utilized to promote relevant launch activities. Securing in-kind support from a local public relations firm and social media firm would be beneficial.

The number one response to the question: "What types of events who you like to see included as part of the Cascades Park Grand Opening celebration?" was **concerts**.

Most respondents thought the Grand Opening event should feature a top performing artist or group. This could serve as a "showcase event" for the Grand Opening. The responses included Country music, Pop, R&B, Hip-Hop, and Classical music genre. Put simply, the Tallahassee community craves musical performances. Second to concerts was the desire to see local musicians and bands, local high school bands, bands from both FAMU and FSU, local jazz musicians and country artists, Community Drum Circle, Tallahassee Symphony Orchestra, The Boys Choir and other choirs in the community. In addition, the following events were highly ranked (listed in alphabetical order):

- Arts and Crafts Vendors
- Beer Garden
- Children's games and activities (art activities, scavenger hunt, hay rides, bouncy house, face painting, bean bag toss, magicians, etc.)
- Dance Performances
- Fireworks
- Food Festival
- Food Truck Vendors
- Historical Tours and Re-enactments
- Run/Walk Events
- Sporting Events
- Theater Performances
- Wine Festival

Research identified that either aspects of the following events or the entire events themselves could be relocated to take place in the park either to coincide with the Grand Opening festivities or to take place in the park for the long-term (listed in alphabetical order):

- Art in the Park
- Downtown Getdown
- Farmer's Market
- July 4th fireworks/celebration
- Pops In The Park
- Springtime Tallahassee (including run)
- Winter Festival (including Jingle Bell Run)

To garner greater diversity of Grand Opening featured events/activities, certain incentives should be offered for groups participating in the Grand Opening celebrations. For example, we recommend not charging vendors who are providing free activities or resources at the Grand Opening. This would include waiving the Food Truck location fee, waiving the alcohol registration fee and other fees. The overall goal of the Grand Opening festivities would be to involve as many relevant groups and audiences as possible so guests obtain a taste of what types of activities will occur in the park throughout the year.

An application process for participation in Grand Opening festivities should also be considered. Based on initial conversations, there are plenty of groups willing to offer free activities or performances.

Community Planting and Building Day

Preliminary plans are in place to implement a community work day in September or October 2012 that builds an interactive, educational-related children's play area with the aim of incorporating plants and landscaping representing Florida's diverse environment.

This area would not only help keep children active, but provide many health benefits garnered from outdoor play. The community build day will allow Tallahasseans an opportunity to see the park before the grand opening while also giving them something to be part of, and in the end, take pride in the result.

A date and exact area in the park must be identified before planning can move forward. Potentially, this public-private partnership could serve as an example for other parks in the United States.
Partners already expressing an interest in the community build day include:

- FAMU College of Agriculture
- University of Florida Institute of Food and Agricultural Sciences
- From the Ground Up
- Esposito's
- Tall Timbers
- Get Outdoors Florida
- Master Craftsman Studio
- *Tallahassee Democrat*

Programming Management

Our team has focused on researching best practices at other community parks, including some with amphitheaters, to facilitate the development of a Cascades Park programming plan. The goal is to assist local government and community leaders as they develop a park that attracts a diverse group of Tallahassee citizens and also places Tallahassee on the regional and national outdoor cultural/entertainment facility map.

The management team should be skilled in planning and implementing ALL programming and scheduling of activities in the park. Ideally, the team should possess the qualifications to manage functions such as operations, marketing, food and beverage service, seating, fund-raising, sponsorships, corporate

partnerships, and if needed, ticket sales. The management team should have be able to work closely with booking agents, promoters and touring acts.

Successful management structures at other venues have included one or more staff member with the skills and knowledge to schedule events throughout the park. Staff needs to ensure that the park either owns or can quickly rent the facilities and equipment community organizations need to make their events successful.

Our research shows a variety of options for management of the park:

- A government employee(s) dedicated solely to the park
- A private contractor
- A combination of the above
- A Foundation/Non-profit

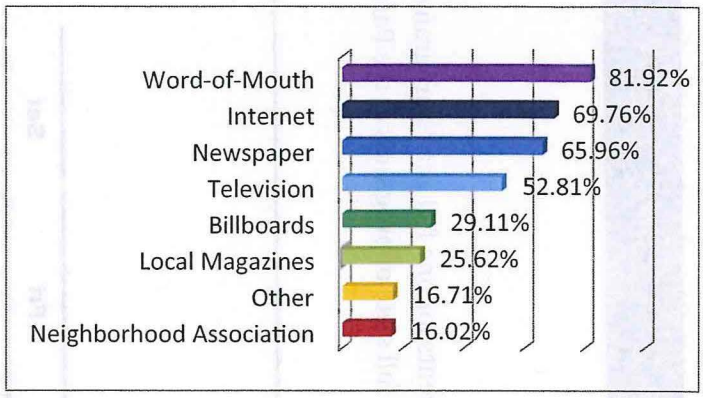
We recommend the creation of a Cascades Park Citizens Advisory Committee. This committee will serve in an advisory capacity to:

- Assist in the development of Cascades Park's mission and policies;
- Assist in the programming of Cascades Park;
- Review and recommend long range planning and budgeting for Cascades Park;
- Serve as liaisons to the community, increasing support and awareness of Cascades Park.

General Park Considerations

- Security, parking, emergency services, clean up and directional/way-finding signage should be established.
- Keep Tallahassee-Leon County Beautiful has already expressed interest in assisting with park beautification.
- Star Metro could be a resource for transportation needs for large community events. In addition, our team has spoken with Start Metro staff to ensure considerations are made for appropriate access to the park. Also, FAMU is working to ensure there is access for students through their transportation system.
- Landscape design, lighting, police presence and emergency phones will help ensure the safety of visitors while utilizing the park.
- Tools that market activities in the park should be established such as a comprehensive website and an e-newsletter, as well as links to/from local government sites.
- The goal should be to run a facility that makes enough money to sustain its operations. Excess revenues should be dedicated either largely or totally to ongoing operations and future improvements of the park.

Moving forward, the Park's management team should also work with groups using the park to help them market their events. Based on our research, it is clear that residents learn about various community events through a wide variety of mediums, ranging from word-of-mouth to the *Tallahassee Democrat* and other forms of print media. However, it seems quite clear, that while it is important to publicize events being held at the park, it will be equally critical to involve members of the community (and from various community groups) in the planning, development, and promotion of park programs.



Appendix I: Sample Events Calendar

The following sample calendar is meant only as an illustrative example; a hypothetical schedule of events for one full year's programming at Cascades Park. Each event described below, as well as the associated date and time, is only intended to show what a full slate of programs at the Park might look like. This should have no bearing on policies related to, or administration of, the park moving forward.

October 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12 Ribbon Cutting 10 AM	13 Kick Off Events 1 PM - 9 PM
14	15 Arts in the Park 1 PM - 5 PM	16	17 Lunch on the Lawn	18 JAM Session	19 Lunch on the Lawn	20 Cascades 5k 7:30 AM
21 Sunday Morning Sunrise Service	22	23 Stories & Puppets 10 AM - 12PM	24 Lunch on the Lawn	25 JAM Session	26 Lunch on the Lawn	27 Fall Festival 2 PM - 6 PM
28 Sunday Morning Sunrise Service	29 Yoga Rocks the Park	30	31 Lunch on the Lawn			

November 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 JAM Session	2	3 Coffee Bark 7-9 AM TIM MCGRAW 7 PM
4 An Afternoon with Shakespeare 3 PM	5 Yoga Rocks the Park	6	7 Lunch on the Lawn	8 JAM Session	9 Lunch on the Lawn	10 Speaker Series
11 Sunday Morning Sunrise Service	12 Monday Matinee Park Plays 3:30 PM	13	14 Lunch on the Lawn	15 JAM Session	16 Lunch on the Lawn	17 Green Market at Cascades 8 AM - 2 PM
18 The Story of the 1st Thanksgiving 2 PM	19 Yoga Rocks the Park	20	21 Lunch on the Lawn	22 Thanksgiving Turkey Trot 9 AM	23 Lunch on the Lawn	24
25 Sunday Morning Sunrise Service	26 Yoga Rocks the Park	27 Stories & Puppets 10 AM - 12PM	28 Lunch on the Lawn	29 JAM Session	30 An Evening with Art & Wine 7 PM	

December 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Coffee Bark 7-9 AM
2 Sunday Morning Sunrise Service	3 Yoga Rocks the Park	4	5 Lunch on the Lawn	6 JAM Session	7 Winter Festival of LIghts 6 PM - 10 PM	8 FSU Art Exhibit & Tallahassee Symphony 3 PM
9 Winter Walk 5k 8 AM	10 Yoga Rocks the Park	11 Stories & Puppets 10 AM - 12PM	12 Lunch on the Lawn	13 JAM Session	14 Darius Rucker 7 PM	15 Movies on the Lawn
16 Tallahassee Ballet Nutcracker 3 PM	17 Yoga Rocks the Park	18	19 Lunch on the Lawn	20 JAM Session	21	22 Jingle Bell Run 8 AM
23 30 Walk Through Bethlehem 6 PM - 10 PM	24 31	25 Christmas	26	27	28	29

January 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	31 Fireworks in the Park 8 pm	1 Happy New Year	2	3	4	5 Coffee Bark 7-9 AM
6 Sunday Morning Sunrise Service	7	8	9 Lunch on the Lawn	10 JAM Session	11 Lunch on the Lawn	12
13 Sunday Morning Sunrise Service	14 Monday Matinee Park Plays 3:30 PM	15	16 Lunch on the Lawn	17 JAM Session	18 Lunch on the Lawn	19 Green Market at Cascades 8 AM - 2 PM
20 Sunday Morning Sunrise Service	21 Yoga Rocks the Park	22 Stories & Puppets 10 AM - 12PM	23 Lunch on the Lawn	24 JAM Session	25 Blues & Brews Festival 3 PM - 11 PM	26
27 Sunday Morning Sunrise Service	28 Yoga Rocks the Park	29	30 Lunch on the Lawn	31 JAM Session		

February 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Coffee Bark 7-9 AM Movies on the Lawn
3 Sunday Morning Sunrise Service	4 Yoga Rocks the Park	5	6 Lunch on the Lawn	7 JAM Session	8 Arts under the Stars 2 Day Exhibit 7 PM - 11 PM	9
10 Love to Run 5k 8 AM	11 Yoga Rocks the Park	12	13 Lunch on the Lawn	14 JAM Session	15 Lunch on the Lawn	16 Green Market at Cascades 8 AM - 2 PM
17 Sunday Morning Sunrise Service	18 Monday Matinee Park Plays 3:30 PM	19	20 Lunch on the Lawn	21 JAM Session	22 Lunch on the Lawn	23 Jerry Seinfeld LIVE - PM
24 Sunday Morning Sunrise Service	25 Yoga Rocks the Park	26 Stories & Puppets 10 AM - 12PM	27 Lunch on the Lawn	28 JAM Session	Lunch on the Lawn	

March 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Coffee Bark 7-9 AM Speaker Series
3 Sunday with Shakespeare 3 PM	4 Yoga Rocks the Park	5	6 Lunch on the Lawn	7 JAM Session	8 Lunch on the Lawn	9 Green Market at Cascades 8 AM - 2 PM
10 Sunday Morning Sunrise Service	11 Yoga Rocks the Park	12	13 Lunch on the Lawn	14 JAM Session	15 Irish Beer Bash 8 PM	16 Shamrock Run 5k 8 AM
17 Sunday Morning Sunrise Service	18 Monday Matinee Park Plays 3:30 PM	19	20 Lunch on the Lawn	21 JAM Session	22 Lunch on the Lawn	23 Community Service Day 9 AM - 3 PM
24 31 Sunday Morning Sunrise Service	25 Yoga Rocks the Park	26 Stories & Puppets 10 AM - 12PM	27 Lunch on the Lawn	28 JAM Session	29 Lunch on the Lawn	30 Easter Egg Hunt 10 AM

April 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Yoga Rocks the Park	2	3 Brown Bag Lunch in the Park	4 JAM Session	5 Lunch on the Lawn	6 Coffee Bark 7-9 AM Movies on the Lawn
7 Sunday Morning Sunrise Service	8 Yoga Rocks the Park	9	10 Brown Bag Lunch in the Park	11 JAM Session	12 I LOVE the Beatles Music Festival	13
14 Sunday Morning Sunrise Service	15 Monday Matinee Park Plays 3:30 PM	16	17 Brown Bag Lunch in the Park	18 JAM Session	19 Lunch on the Lawn	20 Green Market at Cascades 8 AM - 2 PM
21 Community Service Day 3 PM - 6 PM	22 Yoga Rocks the Park	23	24 Lunch on the Lawn	25 JAM Session	26 Lunch on the Lawn	27 Hop into Spring 5k 8 AM
28 Sunday Morning Sunrise Service	29 Yoga Rocks the Park	30 Stories & Puppets 10 AM - 12PM				

May 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Lunch on the Lawn	2 JAM Session	3 Lunch on the Lawn	4 Coffee Bark 7-9 Movies on the Lawn
5 Sunday Morning Sunrise Service	6 Yoga Rocks the Park	7	8 Lunch on the Lawn	9 JAM Session	10 Lunch on the Lawn	11 Zac Brown Band 7 PM
12 Sunday Morning Sunrise Service	13 Monday Matinee Park Plays 3:30 PM	14	15 Lunch on the Lawn	16 JAM Session	17 FSU Symphony 7 PM	18 Brews & Crews Band Festival 4 PM - 10 PM
19 Sunday Morning Sunrise Service	20 Yoga Rocks the Park	21	22 Lunch on the Lawn	23 JAM Session	24 Lunch on the Lawn	25 Fun in the Sun 5k 7:30 AM
26 1ST ANNUAL CHILI COOKOFF 2 PM - 6 PM	27 Yoga Rocks the Park	28 Stories & Puppets 10 AM - 12PM	29 Lunch on the Lawn	30 JAM Session	31 Lunch on the Lawn	

June 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Coffee Bark 7-9 AM Movies on the Lawn
2 Sunday Morning Sunrise Service	3 Yoga Rocks the Park	4	5 Lunch on the Lawn	6 JAM Session	7 Summer Nights Concert Series TBA	8 Kenny Chesney 7 PM
9 Sunday Morning Sunrise Service	10 Monday Matinee Park Plays 3:30 PM	11	12 Lunch on the Lawn	13 JAM Session	14 Lunch on the Lawn	15 Green Market at Cascades 8 AM - 2 PM
16 Shakespeare Sunday 2 pm	17 Yoga Rocks the Park	18	19 Lunch on the Lawn	20 JAM Session	21 Battle of the Bands Festival 7 PM - 10 PM	22 2 PM - 10 PM
23 30 Sunday Morning Sunrise Service	24 Yoga Rocks the Park	25 Stories & Puppets 10 AM - 12PM	26 Lunch on the Lawn	27 JAM Session	28 Summer Nights Concert Series TBA	29 Community Service Day 9 AM - 3 PM

July 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Yoga Rocks the Park	2	3 Lunch on the Lawn	4 4TH OF JULY CELEBRATION	5 Lunch on the Lawn	6 Coffee Bark 7-9 AM Big 4th 5k 8 AM
7 Sunday Morning Sunrise Service	8 Monday Matinee Park Plays 3:30 PM	9	10 Lunch on the Lawn	11 JAM Session	12 Summer Nights Concert Series TBA	13 Green Market at Cascades 8 AM - 2 PM
14 COMMUNITY PARK PICNIC	15 Yoga Rocks the Park	16	17 Lunch on the Lawn	18 JAM Session	19 Greek Festival 4 PM - 10 PM	20 Greek Festival 2 PM - 10 PM
21 Sunday Morning Sunrise Service	22 Yoga Rocks the Park	23 **Kid Concert 10 AM**	24 Lunch on the Lawn	25 JAM Session	26 Summer Nights Concert Series TBA	27 JAZZ-Y NIGHT 7 PM
28 Sunday Morning Sunrise Service	29 Yoga Rocks the Park	30 Stories & Puppets 10 AM - 12PM	31 Lunch on the Lawn			

August 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 JAM Session	2 Summer Nights Concert Series TBA	3 Coffee Bark 7-9 AM **Movies on the Lawn**
4 Community Painting Day 2 PM	5 Yoga Rocks the Park	6	7 Lunch on the Lawn	8 JAM Session	9 Lunch on the Lawn	10 *Community Service Day 9 AM - 3 PM*
11 Sunday Morning Sunrise Service	12 Monday Matinee Park Plays 3:30 PM	13	14 Lunch on the Lawn	15 JAM Session	16 Summer Nights Concert Series TBA	17 Green Market at Cascades 8 AM - 2 PM
18 Afternoon Music in the Park 3 PM	19 Yoga Rocks the Park	20	21 Lunch on the Lawn	22 JAM Session	23 Lunch on the Lawn	24 Back to School 5k 7:30 AM
25 Sunday Morning Sunrise Service	26 Yoga Rocks the Park	27 Stories & Puppets 10 AM - 12PM	28 Lunch on the Lawn	29 JAM Session	30 Lunch on the Lawn	31

September 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Sunday Morning Sunrise Service	2 Yoga Rocks the Park	3	4 Lunch on the Lawn	5 JAM Session	6 Lunch on the Lawn	7 Coffee Bark 7-9 AM Movies on the Lawn
8 Picnic in the Park	9 Yoga Rocks the Park	10	11 Lunch on the Lawn	12 JAM Session	13 Shakespeare in the Park 6 - 10 pm	14 6 - 10 pm
15 Sunday Morning Sunrise Service	16 Monday Matinee Park Plays 3:30 PM	17	18 Lunch on the Lawn	19 JAM Session	20 Lunch on the Lawn	21 Green Market at Cascades 8 AM - 2 PM
22 Sunday Morning Sunrise Service	23 Yoga Rocks the Park	24 Stories & Puppets 10 AM - 12PM	25 Lunch on the Lawn	26 JAM Session	27 Sugarland 7 PM	28 Speaker Series
29 Sunday Morning Sunrise Service	30 Yoga Rocks the Park					

APPENDIX #2

998052

INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT CASCADES PARK

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 11th day of July, 2013, pursuant to the authority of Section 163.01, Florida Statutes, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County") for the purpose of developing operational guidelines for the Leon County Division of Tourism Development Sponsored Events at the Capital City Amphitheater at Cascades Park ("Amphitheater") to be known as the Capital Cascades Stage and Concert Series. The City and County may be referred to collectively as "Parties".

RECITALS

WHEREAS, the Amphitheater has been created as an amenity in Cascades Park, utilizing both Blueprint 2000 funds and Leon County Tourist Development Tax proceeds; and,

WHEREAS, programming of the Amphitheater will include local festivals and local events as well as regional ticketed concerts, the Capital Cascades Stage and Concert Series; and,

WHEREAS, the City and County agree that the Amphitheater has been constructed as a venue for large outdoor concerts drawing the caliber of entertainment suitable to be a regional attraction in an effort to drive economic development through tourism; and that up to a maximum of ten (10) ticketed events will be scheduled to occur within the first eighteen (18) months of operation of the Amphitheater, ("Capital Cascades Stage and Concert Series"); and,

WHEREAS, the Parties also agree that the Amphitheater is intended to attract events that are oriented to the entire community in all of its diversity; and

WHEREAS, the Parties recognize the benefits of hiring a management company to develop and manage the programming of the Capital Cascades Stage and Concert Series at the Amphitheater and of establishing a volunteer committee to be known as the Strategic Team for Amphitheater Grand Entertainment ("STAGE"); and,

WHEREAS, the Parties recognize the need to establish guidelines and responsibilities for STAGE, City staff and County staff related to the Capital Cascades Stage and Concert Series. This Agreement is intended to establish those guidelines, which are limited to the Capital Cascades Stage and Concert Series Events.

NOW, THERFORE, in consideration of the following mutual promises, and representations set forth below, the sufficiency of which being acknowledged, the City and County do hereby agree as follows:

20130079183
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF
LEON COUNTY FL
BK: 4564 PG:858, Page1 of 10
08/14/2013 at 09:04 AM,

BOB INZER, CLERK OF COURTS

SECTION 1. INCORPORATION OF RECITALS. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof as if set forth below.

SECTION 2. ESTABLISHMENT OF THE STRATEGIC TEAM FOR AMPHITHEATER GRAND ENTERTAINMENT (STAGE).

1. Purpose: There is hereby established a Strategic Team for Amphitheater Grand Entertainment, hereinafter "STAGE" or "STAGE Committee" to act as a "Focus Group" with regard to the Capital Cascades Stage and Concert Series held at the Capital City Amphitheater ("Amphitheater"). The STAGE Committee shall develop guidelines for the Capital Cascades Stage and Concert Series at the Amphitheater as set forth herein.

2. Membership: The STAGE Committee shall have seven (7) members. Membership of the STAGE Committee shall consist of the following:

a. Director of the Leon County Division of Tourism Development.

b. Director of the City's Department of Parks, Recreation, and Neighborhood Affairs ("PRNA").

c. Representative from the Cultivate Cascades Initiative Team of the Knight Creative Communities Institute ("KCCI") who will be replaced by a rotating appointment, as outlined below.

d. Representative appointed by the Myers Park Neighborhood Association.

e. Representative appointed by the Woodland Drives Neighborhood Association.

f. Representative from Seven Days of Opening Nights at Florida State University, appointed by Florida State University.

g. Representative from the Lyceum Series at Florida A&M University, appointed by Florida A&M University.

3. Membership Terms. The Director of the Leon County Division of Tourism Development and PRNA Director shall be permanent members. The KCCI, Myers Park Association, Woodland Drives Neighborhood Association, Seven Days of Opening Nights and Lyceum Series members shall serve two-year terms. Upon the expiration of the first two-year term the KCCI membership shall cease, and be replaced with a seventh member who shall then become a member representing the community-at-large appointed by either the City Commission or the Board of County Commissioners on a rotating basis for a two-year term. The Board of County

Commissioners shall appoint the first community-at-large member. Upon the expiration of the first two-year term for the Myers Park Association, the Woodland Drives Neighborhood Association, Seven Days of Opening Nights, and Lyceum Series members, those organizations shall have an opportunity to select a new member to represent each organization, or may reappoint the current member representative to the STAGE Committee for another two-year term.

4. STAGE Operations: The STAGE Committee shall be and act as a "Focus Group" of the Board of County Commissioners, which shall comply with all policies applicable to such committees. All meetings of the STAGE Committee shall be advertised, open to the public, and minutes of the meetings shall be taken. Pursuant to Section 6 herein, the City Manager and County Administrator, acting jointly are authorized to revise the membership of the STAGE Committee and its duties and responsibilities.

SECTION 3. STAGE COMMITTEE RESPONSIBILITIES.

The STAGE Committee shall make reports to the City Manager and the County Administrator, related to the Capital Cascades Stage and Concert Series on:

1. Developing a booking policy that will reserve certain priority dates for a maximum of ten (10) Capital Cascades Stage and Concert Series events to occur within the first eighteen (18) months of Amphitheater operation.

2. Coordinating a master calendar for the Capital Cascades Stage and Concert Series events.

3. Exploring various musical and performance genres.

4. Developing community-oriented and other cultural programming, reflective of the diversity of the Tallahassee-Leon County community.

5. Developing a plan for concert and event times for the Capital Cascades Stage and Concert Series consistent with the Amphitheater's hours of operation and this Agreement.

6. Developing a plan and procedure for special exceptions to Amphitheater hours of operation for federal, state, or locally recognized holidays, which special exceptions shall be submitted to and approved by the City Manager and County Administrator, acting jointly, in writing prior to the first event of the Capital Cascades Stage and Concert Series.

7. Developing a plan to address concerns, if any, of adjacent neighborhoods related to the Capital Cascades Stage and Concert Series.

8. Recommending the number of permissible Capital Cascades Stage and

Concert Series events to occur annually after the first eighteen (18) months of Amphitheater operation.

9. Reviewing on a monthly basis for the first twelve (12) months of Amphitheater operation all activity related to the Capital Cascades Stage and Concert Series. After the first twelve (12) months of Amphitheater operation, conducting such reviews on a quarterly basis.

10. Recommending whether earned profits from the Capital Cascades Stage and Concert Series, if any, should be expended for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

Pursuant to Section 6 herein, the City Manager and County Administrator are authorized to revise the duties and responsibilities of the STAGE Committee.

SECTION 4. CITY STAFF RESPONSIBILITIES.

City staff shall:

1. Conduct regular maintenance of the Amphitheater as part of routine Cascades Park operations.

2. Establish price lists for services provided by the City for the Capital Cascades Stage and Concert Series.

3. Allow the Capital Cascades Stage and Concert Series consisting of a maximum of ten (10) ticketed outdoor concerts to occur at the Amphitheater within the first eighteen (18) months of Amphitheater operation, provided all City permitting requirements are complied with.

4. Implement use agreements with owners of parking lots and facilities surrounding the park.

5. Create a traffic control plan which may include parking limitation signs in surrounding neighborhoods to limit ingress to adjacent neighborhoods during the Capital Cascades Stage and Concert Series events.

6. In the event that the Meridian Point Building is acquired by the City and becomes available for redevelopment within the initial five (5) year term of this Agreement or any subsequent two (2) year renewal term, it is recognized by the Parties that Amphitheater operations would benefit from dressing rooms, restrooms, production office, box office, catering space, which therefore shall be incorporated, if feasible, into the design of any proposed

redevelopment of the first level of the Meridian Point Building.

7. If the Meridian Point Building is acquired by the City, work with County staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

8. Invoice the County, after completion of each Capital Cascades Stage and Concert Series event for the cost of City services, as specified in the City's Special Events Permit process.

9. Work with the Leon County Division of Tourism Development, the management company, if any, and the concert/event promoter(s) on all aspects of each Capital Cascades Stage and Concert Series event staging and production.

10. Provide services for the Capital Cascades Stage and Concert Series, as agreed upon in City's Special Events Permit process.

11. Work with the STAGE Committee and the Leon County Division of Tourism Development to address neighborhood concerns, if any.

12. Adjust neighborhood trash pickup schedules following a Capital Cascades Stage and Concert Series event, if necessary.

13. Work with County staff to assist the STAGE Committee in developing a plan, providing that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

SECTION 5. COUNTY STAFF RESPONSIBILITIES.

County staff shall:

1. Provide for a private management company retained through a competitive selection process or budget for salary and benefits for a program manager, who shall be an employee of the County.

2. If the Meridian Point Building is acquired by the City, work with City staff to develop an agreement to share the costs of operating the building for the benefit of the Amphitheater.

3. Work with concert promoters to establish ticket prices and make all final

decisions on booking entertainment for each Capital Cascades Stage and Concert Series event.

4. After completion of each Capital Cascades Stage and Concert Series event and upon receipt of an invoice from the City, pay such approved costs to the City for services as agreed upon in City's Special Events Permit in accordance with the City's price list.

5. Provide any advance funding, where appropriate or necessary to book a Capital Cascades Stage and Concert Series event.

6. Provide funding, where appropriate, to enter into self-promotion or co-promotion agreements with concert promoters.

7. Maintain profit and loss records for each Capital Cascades Stage and Concert Series event. Revenues may consist of ticket revenues, sponsorships, concession fees, percentage of food and beverage sales, VIP hospitality area income, percentage of merchandise sales and other sources as identified. Costs may include, but are not limited to, fees due to the concert or event, promoter/entertainment, and related concert costs.

8. Work with City staff to develop a plan, which will provide that profits from the Capital Cascades Stage and Concert Series are used for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee for the Capital Cascades Stage and Concert Series.

9. Retain all profits earned, if any, from the Capital Cascades Stage and Concert Series events to be held within the first eighteen (18) months of operation of the Amphitheater, in an account to be managed by the County, specifically to use for Amphitheater capital improvements and costs related to marketing the Amphitheater to attract performers and visitors to Leon County and the City of Tallahassee. The County shall make available an annual statement of earned revenues from the Capital Cascades Stage and Concert Series for interested parties.

10. Issue a Request For Proposals, if necessary, and enter into an agreement for electronic ticketing.

11. Operate a box office and reconcile concert ticket sales and associated event costs with the concert promoter.

12. Through the Leon County Division of Tourism Development, market the Capital Cascades Stage and Concert Series events to regional audiences.

13. Develop and sell possible Capital Cascades Stage and Concert Series sponsorship opportunities, subject to PRNA approval, within the Amphitheater.

14. Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator pursuant to this Agreement, require all entertainment provided at the Capital Cascades Stage and Concert Series to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Capital Cascades Stage and Concert Series event shall begin earlier than 7:00 a.m. on any day of the week.

15. Require the management company, if any, to comply with any noise ordinance enacted by the City or the County.

16. Obtain a City Special Events Permit for each Capital Cascades Stage and Concert Series event.

SECTION 6. CITY MANAGER AND COUNTY ADMINISTRATOR.

This Agreement authorizes the City Manager and the County Administrator to resolve all programming, policy, and governance matters that may arise during the planning, implementation, and operation of the Amphitheater for the Capital Cascades Stage and Concert Series. However, should the City Manager and County Administrator be unable to resolve such matters, then the provisions of Section 9B shall apply. The City Manager and County Administrator, acting jointly, are hereby authorized to enhance or revise the membership and responsibilities of the STAGE Committee as needed.

SECTION 7. EFFECTIVE DATE.

This Agreement shall be effective ("Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes after approval and execution by both Parties.

SECTION 8. TERM, RENEWAL, TERMINATION, REVIEW.

The term of the Agreement shall be for a period of five (5) years commencing upon the Effective Date and shall be renewed automatically thereafter for two (2) year terms, unless either the City or County provides written notice to the other Party of its intent not to renew this Agreement, not later than sixty (60) days prior to the end of the then current term.

If either Party fails to comply with any of the material terms or conditions of this Agreement or otherwise defaults in any of its material obligations under this Agreement and shall fail, within sixty (60) calendar days after written notice from the other Party to correct such default or

noncompliance, the non-defaulting Party may, at its option, terminate this Agreement.

It is the intent of the Parties to conduct a joint City and County review of the contractual terms, conditions and performance of the Parties, to occur not less than eighteen (18) months after the Effective Date of this Agreement.

SECTION 9. MISCELLANEOUS.

A. Amendments.

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

B. Conflict Resolution.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions 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. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

2. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, 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 the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

3. If a dispute is not resolved by the foregoing steps within forty-five (45) 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 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (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.

4. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

a. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of 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(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

b. 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 an additional arbitrator.

c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives this 11th day of July, 2013.

Approved by the City Commission on July 10, 2013.

Approved by the Leon County Board of County Commissioners on July 9, 2013.

Filed with the Leon County Clerk of Court on August 14, 2013.

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor

Attest:

By: _____
James O. Cooke, IV
City Treasurer Clerk

Approved as to form:

By: _____
Lewis E. Shelley
City Attorney

LEON COUNTY, FLORIDA

By: _____
Nicholas Maddox, Chairman
Board of County Commissioners

Attest:
Bob Inzer, Clerk of Court
Leon County, Florida

By: _____

Approved as to form:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Dionte Gavin,
Finance Department, Clerk of the Circuit Court

FROM: Patrick T. Kinni, Esq.
Deputy County Attorney

DATE: August 14, 2013

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF TALLAHASSEE AND LEON COUNTY REGARDING PROGRAMMING FOR THE CAPITAL CASCADES STAGE AND CONCERT SERIES AT THE CAPITAL CITY AMPHITHEATER AT CASCADES PARK

Attached hereto for inclusion in the County's contract database please find the Interlocal Agreement Regarding Programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park dated July 13, 2013, by and between the Leon County and the City of Tallahassee.

Further, our office has retained a copy of the above-referenced document for our file, please retain this original Agreement for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/kam

Attachment

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13 AUG 14 PM 1:34
FINANCE DIVISION
BOB INZER
CLERK CIRCUIT COURT

APPENDIX #3

Leon County
Board of County Commissioners

Cover Sheet for Agenda #20

July 8, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Status Report on the Capital Cascades Stage and Concert Series and Consideration of Policy Options for the Remaining Seven Concerts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development and Business Partnerships
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Cristina L. Paredes, Intergovernmental Affairs and Special Projects Coordinator Ryan Aamodt, Management Intern

Fiscal Impact:
This item provides a status report to the Board on the Capital Cascades Stage and Concert Series with options for the County to support the remaining seven concerts anticipated through October 2015. The Board's tentative FY 15 budget includes $160,000 for these concerts; $60,000 for the Amphitheater Manager contract, $20,000 for utility costs associated with the Amphitheater and Meridian Point Building, and $80,000 for the promotion and production of concerts.

Staff Recommendation:

Option #1: Accept the status report on the Capital Cascades Stage and Concert Series.

Option #2: Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year, in order to ensure preferred dates, musical genres, and other County interests.

Report and Discussion

Background:

During the April 20, 2014 Board meeting, staff was directed to prepare a status report on the first three concerts held at the Capital City Amphitheater (Amphitheater) at Cascades Park. This item provides a status report on the Capital Cascades Stage and Concert Series events held between April 12th and May 16th 2014, with options for the Board's consideration to support the remaining seven concerts anticipated through October 2015.

Prior to the initial stages of developing the Amphitheater at Cascades Park, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community to ask businesses, community leaders and future park patrons what they wanted to experience in the new park. A report produced by KCCI identified several themes that prevailed from survey interviews such as having diverse programming in the park, including education and health activities, music concerts (small and large), art exhibits, festivals and more (Attachment #1). This report also noted that concerts were the most popular type of event identified across every demographic group (including race, gender, income, and age). Approximately 80 percent of respondents stated they would be willing to pay admissions to attend a special event in the park (i.e. a high profile musical performance). Based on its findings, KCCI concluded that an exemplary model for the Cascades Park Amphitheater was the St. Augustine Amphitheatre located in Anastasia State Park due to its similar size and climate. (*Since that time, staff has developed a strong working relationship with its counterparts in St. Augustine including mutual site visits and seeking industry and operational data.)*

Interlocal Agreement for the Concert Series

The Amphitheater at Cascades Park was partially constructed using County bed tax funds, which are typically used to promote and enhance visitation to the area. In order to realize a return on the bed tax investment in the construction of the Amphitheater, the County entered into an Interlocal Agreement with the City of Tallahassee to host up to 10 County-sponsored ticketed events over the Amphitheater's first 18 months of operation (Attachment #2). These concerts are commonly referred to as the Capital Cascades Stage and Concert Series. While the City is responsible for the day-to-day maintenance and operation of Cascades Park and the Amphitheater, the County entered into the Interlocal Agreement to ensure that there would be a strategic effort to utilize the Amphitheater to attract regional visitors and enhance economic development through tourism.

For several months, the County and City worked with the surrounding neighborhoods and various community stakeholders to address citizen concerns, specifically regarding sound levels associated with the Concert Series. Several meetings were held between the County, City, Blueprint 2000, and neighborhood associations before finalizing the Interlocal Agreement, which was approved by the County and City respectively on July 9th and 10th, 2013. The Interlocal Agreement outlines the roles and responsibilities of the County as follows:

- Authorizes the County to host and sponsor up to 10 regional ticketed events during the first 18 months of Amphitheater operation. A regional ticketed event is an evented hosted by Leon County that will draw regional visitors to stimulate the local economy. Local events are considered smaller in nature that typically will not have a regional draw or produce overnight stays.

- Establishes curfews for the Capital Cascades Stage and Concert Series: 10:00 p.m. on Sundays through Thursdays and 11:00 p.m. on Fridays and Saturdays.
- Requires compliance with the City's sound limits policy that was established subsequent to this Interlocal Agreement (Attachment #3).
- Calls for the County's establishment of the Strategic Team for Amphitheater Grand Entertainment (STAGE) Committee to serve as Leon County Focus Group that will review and make recommendations on Amphitheater operations including all activities related to the Capital Cascades Stage and Concert Series. All meetings are noticed and open to the public.
    - Lee Daniel (Chair) – Leon County Tourism Development
    - Julz Graham – Knight Creative Communities Institute
    - Christopher Heacox – FSU Seven Days of Opening Nights
    - Susan Lorch – Myers Park Neighborhood Association
    - Rebecca Sager – Woodland Neighborhood Association
    - Luther Wells – FAMU Lyceum Series
    - Ashley Edwards – City of Tallahassee Parks, Recreation, and Neighborhood Affairs
- Clarifies that the STAGE Committee will advise staff and the Amphitheater Program Manager on entertainment to be booked but the final booking decision belongs to the Director of Leon County Tourism Development.

<u>STAGE Committee</u>
In conjunction with the approval of the Interlocal Agreement with the City, the Board also adopted the resolution to establish the STAGE Committee on July 9, 2013 (Attachment #4). This seven-member focus group provides input concerning program entertainment for the concerts held at the Amphitheater. STAGE's mission is to support and maximize the positive economic impact of the County's investment in the Concert Series and to ensure accountability in the operation of the Amphitheater. In addition to the responsibilities enumerated in the Interlocal Agreement, STAGE is charged with providing input to the Division of Tourism Development on the following:

- Developing a booking policy that will reserve certain priority dates for a maximum of ten regional ticketed concerts through the first 18 months of operation;
- Developing options for ticket surcharges which are intended to offset future Amphitheater capital maintenance/improvement costs and increased general maintenance costs due to ticketed and community events;
- Coordinating a master calendar of Amphitheater events;
- Seeking ticketed concerts covering various musical and performance genres;
- Developing community and other cultural programming;
- Developing a plan for concert and event times;
- Developing a plan to address concerns, if any, of adjacent neighborhoods;
- Recommending the number of permissible regional ticketed concerts to occur after the first year of Amphitheater operation; and,

- Developing options for County and City profit sharing percentages after the first two years of operation, taking into consideration the ongoing maintenance and capital improvement responsibilities and costs, as well as the marketing costs associated with attracting visitors from the region.

Following the first 12 months of operation, the STAGE Committee will gather the available concert data to prepare a comprehensive report on the Concert Series and offer guidance on future concert operations to the County and City.

Partnership with Scott Carswell Presents

In order to effectively attract, promote, and produce the highest quality of performances, the County sought to procure a seasoned concert and live entertainment promoter to serve as the Amphitheater Program Manager for the Capital Cascades Stage and Concert Series. A Request for Proposals (RFP) notified 310 vendors and 13 vendors requested bid packages. The County received one response from Scott Carswell Presents LLC. On July 9, 2013, concurrent with the execution of the Interlocal Agreement with the City and the adoption of the resolution to establish the STAGE Committee, the Board directed staff to negotiate an agreement with Scott Carswell Presents based on his response to the RFP and extensive experience in the concert industry (Attachment #5).

The County's agreement with Scott Carswell Presents calls for a base monthly fee of $5,000 for all professional management services and a commission equal to 10% of the gross professional entertainment-booking fee. For example, if a professional entertainer booked to perform at the Amphitheater is paid $50,000, then a commission of $5,000 would be due and payable to Scott Carswell Presents at the time the entertainer is compensated. In addition, the agreement calls for Scott Carswell Presents to receive 15% of the net profits for each event.

Scott Carswell Presents, serving as the Amphitheater Program Manager, was sought well in advance of the opening of Cascades Park and completion of the Amphitheater to assist with the venue logistics, lighting, sound, and general troubleshooting prior to booking concerts. Mr. Carswell was able to provide a wealth of expertise to the Blueprint 2000 team on Amphitheater design issues to ensure that the venue would meet the needs of the entertainment industry. Mr. Carswell was closely involved with the two community sound tests conducted by Blueprint 2000 and was personally helpful in addressing neighborhood concerns leading up to the grand opening of Cascades Park and the initial concerts.

Analysis:

Cascades Park officially opened on March 14, 2014 and the Amphitheater hosted the first two concerts on April 12th and 13th, 2014, which marked the beginning of the 10 event/18 month Concert Series under the Interlocal Agreement with the City. A third concert was held the following month on May 16th to coincide with the County's Capital Cuisine Restaurant Week. This status report includes an overview of the financials and marketing efforts, in addition to many of the lessons learned, for each of the three concerts held to date as part of the Capital Cascades Stage and Concert Series. This agenda item also provides options to limit the County's financial exposure moving forward and provides a series of options for the remaining seven concerts anticipated through October 2015.

Planning the Initial Concerts

Proceeding under the philosophy that you only get one chance to make a good first impression, an extensive amount of time and consideration was devoted to planning the initial three concerts. The goal was to put on performances of superior quality in order to exceed the expectations of local residents and visitors alike, as well as the entertainers, promoters, and other music industry professionals in attendance. According to the 2012 KCCI Report, revenues and expenses at the St. Augustine Amphitheatre were basically "break even" even after nearly a decade of performances. For the long-term success of the Amphitheater, it was imperative for patrons to have had a favorable experience to share with others to help drive future attendance and encourage sponsorship agreements to ease the County's financial burden.

In January 2014, staff was notified by Blueprint 2000 that Cascades Park would open in mid-March, while the construction of the Amphitheater and modifications to the Meridian Point Building would be completed by early April. Prior to this notification, the official opening date was a "moving target," which led to the decision to self-promote the initial concerts. The Self-Promote Model for putting on live concerts requires a significant financial commitment and offers some reward potential but other factors, explained herein, were taken into consideration. Self-promoting the first three concerts afforded the County complete control of the music genres, entertainers, and most importantly, the performance dates. The first two shows needed to be secured and ready for announcement at the March 14, 2014 grand opening ceremony for Cascades Park to leverage media attention and the thousands of patrons that were anticipated to explore the Park during the opening weekend.

The Saturday and Sunday nights of the annual FSU Spring Football Game (April 12th and 13th, 2014) were strategically selected for the first two concerts given the following circumstances:

- The close proximity to the grand opening of Cascades Park.
- The ability to attract a wider audience and retain out-of-town visitors attending the football game.
- The ability to avoid conflicting dates with many of the community events held in the spring months.

The concert team (County staff, Scott Carswell Presents, and the STAGE Committee) also sought to book a third concert shortly after the initial opening concerts and before the hot summer months. The weekend of May 23rd – May 25th was identified to complement the County's Capital Cuisine Restaurant Week. The Self-Promotion Model was again utilized to secure a performer for this date-specific weekend. The third concert was booked under this model just prior to the first two concerts taking place because the five-week gap between the performances would not offer enough time for the private market to react to the opening of the Amphitheater.

In order to carry out a key objective established by the County and City Commissions under the Interlocal Agreement in booking the first three concerts, the concert team sought diverse performers that would appeal to a variety of audiences. To contradict perceptions in the live music industry that Tallahassee is strictly a student-driven market, the County also sought entertainers that would generate interest beyond the student demographic. In the entertainment industry, the task of finding a performer on a specific date can be difficult and costly. When "date specific" requirements are in play, the number of acts are limited and the pricing is less negotiable. An additional concern at that time was the unresolved matter of sound limits for concerts at the Amphitheater, which were not formally established by the City until March 26, 2014, after the opening of Cascades Park and just a few weeks prior to the first two concerts.

In short, the challenge before the concert team was to book a diverse group of performers on very specific dates at a brand new venue that may impose certain sound limitations. The County's ability to book each of the first three shows shortly after the opening of Cascades Park was due to its willingness to self-promote the concerts. By doing so, the County proved that an outdoor show with big name performers complying with reasonable sound limits in an urban environment could be produced while assuring area neighborhoods that their concerns would be represented at this new venue.

The concert team believed that the successful experiences from the first three concerts followed by a break over the summer months would generate interest and offer enough time for the entertainment industry to begin reaching out to the County, instead of the other way around, in order to book shows for the fall of 2014 and early 2015. This has proven to be accurate and provides financially advantageous opportunities to utilize different business models going forward that are explained later in this analysis.

Results from the Initial Concerts

The County's genesis in the concert business marked the beginning of the 10 event/18 month Concert Series under the Interlocal Agreement with the City. Each of the initial three concerts was operated under a self-promotion business model giving the County full control of the events along with 100 percent of the potential financial risk and rewards. This section provides an overview of the financials and marketing efforts, in addition to many of the lessons learned, for each of the three concerts held to date as part of the Capital Cascades Stage and Concert Series.

Concert #1: Tracy Lawrence

The first headliner at the Capital City Amphitheater was Tracy Lawrence on April 12th following the annual FSU Spring Football Game. Mr. Lawrence has sold more than 13 million country music albums and has 18 number one singles. Opening for him was a graduate of FSU and rising country singer/songwriter, Tyler Reeve. Marketing and advertising for the Tracy Lawrence concert included radio announcements through Clear Channel, television ads on WCTV, posters, flyers, outdoor billboards, social meetings, Facebook ads, Twitter, Icontact (an email marketing program), and more. In addition, Scott Carswell Presents led a street team to help promote both opening weekend concerts.

Bobby Bones, a country radio DJ and popular morning show syndicated in major markets across the country, promoted this concert through his program outlets for several weeks in advance of attending and serving as a host for the Tracy Lawrence concert. Several local corporate sponsors supported the event to offset costs and further enhance local marketing efforts:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Jim and Milts BBQ sponsored the concert and provided food for the "Backyard BBQ" held at the event.
- Cone Distributing sponsored the event for the exclusive rights to provide alcohol beverages for the event.

Ticket prices for this concert ranged from $20 for general admission (lawn seating) to $35 for reserved seating on the day of the show. However, a strong majority of those attending purchased reserved seating in advance for $30 each. This concert sold 838 tickets and another 539 tickets were issued for promotional reasons. Ticket prices were in line with other venues in both large and small markets that had recently showcased Mr. Lawrence. Ticket price ranges for a Tracy Lawrence concert in other markets varied from a low of $15-$30 in Ft. Worth, TX to $23-$38 in Pharr, TX.

The performer expenses for the Tracy Lawrence concert were $29,701, which included the main artist fee, other opening acts, hotel accommodations, and contractor fees. Ticket sales brought in $23,035 while concession and sponsorship revenues added another $4,058 for a total revenue generation of $27,093. Concert revenues were just short of covering the performer expenses and did not cover the production, facility, staffing, or marketing expenses essential to putting on a concert of this magnitude. The total expenses for the Tracy Lawrence concert were $71,940 leaving the County responsible for an investment of $44,847 from bed tax funds. An overview of financials can be found in Table #1 and a more detailed account is provided in Attachment #6.

Table #1 Tracy Lawrence Concert Financials	
Income	
Ticket Sales	$23,035
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	4,058
Total Income	*$27,093*
Expenditures	
Performer Expenses	$29,701
Production Expenses	15,490
Facility Expenses	9,120
Advertising/Marketing	4,860
Scott Carswell Presents Staffing	11,644
Cancellation Insurance	1,125
Total Expenditures	*$71,940*
Net Investment	***$ 44,847***

Although there was a greater-than-anticipated investment associated with hosting this event, the Tracy Lawrence concert can be considered a success and a vital part of the future growth of the Amphitheater. Feedback after the concert was very positive as attendees expressed satisfaction with the venue, the customer service, and the quality of entertainment. Some logistical issues of concern that were identified by staff and concert patrons include difficulty with parking signage, the number of portable restrooms, lighting, and the quantity and quality of concession.

Further, Mr. Lawrence's sound exceeded the level established by the City ordinance for a brief period between 9:10 and 9:15 p.m. Staff and Mr. Carswell were on-site, quickly identified the problem, and immediately engaged Mr. Lawrence's sound technicians whom were very cooperative and resolved the issue in short order.

Concert #2: Charlie Wilson

The second headliner show for the opening weekend of the Capital City Amphitheater featured world-class rhythm and blues artist Charlie Wilson, a seven-time Grammy-nominee who was recently honored with the 2013 BET Lifetime Achievement Award. Comedian Marvin Dixon opened the show at 7 p.m. on Sunday, April 13th, followed by Mr. Wilson at 8 p.m. The County's concert team was extremely pleased to secure a marquee performer given the date-specific availability of the concert, the concerns about the sound levels, and the desire to offer diverse performance during the opening weekend as previously articulated.

Marketing and advertising for the Charlie Wilson concert included radio announcements, television ads on WCTV and BET, posters, flyers, outdoor billboards, social meetings, Facebook ads, Twitter, Icontact (an email marketing program), and more. In addition, Scott Carswell Presents led a street team to help promote both opening weekend concerts. Several local corporate sponsors supported the event to offset costs and further enhance local marketing efforts:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Cone Distributing sponsored the event for the exclusive rights to provide alcohol beverages for the event.

Ticket prices for this performance ranged from $45 for general admission (lawn seats) to $75 for reserved seating purchased on the day of the show. This concert sold 1,074 tickets and an additional 363 tickets were issued for promotional reasons. Recent performances by Charlie Wilson in larger markets such as Tampa, FL, Oakland, CA, and Los Angeles, CA each sold out with ticket prices ranging from $20-$66 in Tampa to $46-$100 in Oakland. Ticket prices at the Capital City Amphitheater were in line with similarly sized markets that recently showcased Mr. Wilson such as Augusta, GA ($45-$75) and Grand Prairie, TX ($40-$85).

The performer expenses for the Charlie Wilson concert were $100,759, expectedly more expensive than the first concert, which included the main artist fee, other opening acts, hotel accommodations, and contractor fees. Ticket sales brought in $65,045, while concession and sponsorship revenues added another $2,558 (a surprisingly low 4%) for a total revenue generation of $67,603. Concert revenues exceeded the $59,519 in production, facility, staffing, and marketing expenses to put on the concert but only a few thousand dollars remained to reimburse the County for advance funding the performer fees. The total expenses for the Charlie Wilson concert were $160,278 leaving the County responsible for an investment of $92,673 from bed tax funds. An overview of financials can be found in Table #2 and a more detailed account is provided in Attachment #6.

Table #2 - Charlie Wilson Concert Financials	
Income	
Ticket Sales	$65,045
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	2,558
Total Income	*$67,603*
Expenditures	
Performer Expenses	$100,759
Production Expenses	26,578
Facility Expenses	9,938
Advertising/Marketing	8,730
Scott Carswell Presents Staffing	11,644
Cancellation Insurance	2,629
Total Expenditures	*$160,278*
Net Investment	*$92,673*

The total revenue generated from the Charlie Wilson concert was a surprise and disappointment given Mr. Wilson's popularity and recent sell-out performances. Another surprise was the low return on concession and sponsorship sales, which may be attributable to a Sunday night performance.

Feedback collected after the concert showed similar trends as the concert held the night before. There were no sound level violations identified during the concert and area neighborhood associations reported that the sound levels during this concert were tolerable on both Saturday and Sunday nights. This feedback following the Charlie Wilson concert is extremely valuable looking forward given the extensive light and sound requirements for this concert and the fact that it was held on a Sunday night. For example, Scott Carswell Presents has been contacted by representatives of two well-known rhythm and blues artists to hold fall concerts based on the venue's ability to put on the Charlie Wilson concert.

The total attendance for the Tracy Lawrence concert was 1,377 and 1,437 for the Charlie Wilson concert, which is perplexing considering the month-long marketing efforts, the perfect weather that weekend, and the added visitors associated with the FSU Spring Game. Pro formas estimate that attendance needs to be closer to 3,000 people per show to be sustainable. In turn, the concert team revisited the marketing strategies in advance of the third concert.

Concert Series #3: Rodney Atkins

In conjunction with Capital Cuisine Restaurant Week, the Capital City Amphitheater hosted its third concert on May 16, 2014 featuring country music singer Rodney Atkins. Mr. Atkins was the 2006 Country Music Association Top New Male Vocalist and has six number one singles. Opening for Mr. Atkins were Wynn Varble, Tyler Reeve, and singer-songwriter Rose Falcon and her band.

Additional marketing efforts were utilized for the third concert such as corporate and group ticket packages and a change in beverage providers to enhance outreach. The Rodney Atkins concert offered the largest number of promotional tickets, making up more than half of the total attendance. These promotional tickets included radio and T.V. contests and a great level of support from local sponsors to offset costs and further enhance local marketing efforts such as:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Tri-Eagle Distributors donated marketing support and product for exclusive rights to provide beer at the event. Included were store displays promoting the concert in Tri-Eagles nine-county distribution region.
- Super Lube promoted the concert and its ticket give-away program for customers across its 30 locations on WTNT radio.
- FSU contributed a large sponsor donation in exchange for its students to receive free general admission seating on the lawn.
- The following corporate sponsors purchased reserved group seating (approximately 10 seats) which included preferential parking, access to a VIP tent prior to the main performance, and recognition on the Amphitheater website:
    - Roland Publishing
    - Blue Ribbon Cleaners
    - Marpan Supply
    - Four Points Sheraton Hotel
    - Capital Eurocars
    - The Zimmerman Agency
    - Sachs Media Group
    - NAI Talcor

Ticket prices for this performance ranged from $20 for general admission (lawn seats) to $35 for reserved seating purchased on the day of the show. Aside from the free admission for FSU students due to a sponsorship, general admission tickets were available to all other students with valid ID for $12.55. In total, 632 tickets were sold and an additional 1,650 tickets were issued for promotional reasons. Ticket prices were in line with venues in other markets that have recently showcased Mr. Adkins, which range from a low of $11-$35 in Sayreville, NJ to $25-$45 in Cherokee, NC.

Table #3 - Rodney Atkins Concert	
Income	
Ticket Sales	$16,219
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	$10,321
Total Income	*$26,540*
Expenditures	
Performer Expenses	$31,478
Production Expenses	12,857
Facility Expenses	7,240
Advertising/Marketing	3,640
Scott Carswell Presents Staffing	7,179
Cancellation Insurance	1,143
Total Expenditures	*$63,537*
Net Investment	*$36,998*

The performer expenses for the Rodney Atkins concert were $31,478 that included the main artist fee, other opening acts, hotel accommodations, and contractor fees. As compared to the first two concerts, the Rodney Atkins concert had the least amount of expense. This was attributed to a reduction in production, merchandise, and law enforcement staffing compared to the previous performances. Direct ticket sales only generated $16,219 due to the number of promotional tickets issued but this concert also experienced the largest amount of non-ticket sales income through concession purchases and sponsorships.

The total expenses for the Rodney Atkins concert were $63,537 leaving the County responsible for an investment of $36,998 from bed tax funds. An overview of financials can be found in Table #3 and a more detailed account is provided in Attachment #7.

As noted previously, the Rodney Atkins concert had the least amount of production and operation expenses. By refining the production and staffing levels following the first two concerts, Scott Carswell Presents has been able to reduce concert expenditures (excluding performer expenses) from $42,239 for the Tracy Lawrence concert to $32,059 for Rodney Atkins concert despite the increase in attendance from 1,377 to 1,437 people. In discussions with Scott Carswell Presents, staff believes that production costs can be further refined by providing a complete production specification packet available to performers to more accurately estimate production costs. This specification packet was completed in June 2014 in anticipation for the remaining seven concerts.

Three-Concert Summary:
The initial investment spent by the County to bring large acts to the Amphitheater is vital in branding the venue as a musical destination. As mentioned previously, the investment in the first few concerts was to make large promoters aware of the benefits this venue has to offer, and eventually draw promoters who will take the process over from the County. Although there was a greater-than-anticipated investment associated with hosting these events, feedback has been very positive as attendees expressed satisfaction with the venue, the customer service, and the quality of entertainment.

According to the 2012 KCCI Report, revenues and expenses at the St. Augustine Amphitheatre were basically "break even" even after nearly a decade of performances. A 2013 economic impact study of the St. Augustine Amphitheatre found that nearly 65 percent of attendees were visitors from outside St. Johns County, with roughly 4.3 percent from North Central Florida (Attachment #8). The report also found that about 20 percent of attendees spent one or more nights within the St. Johns area and an estimated $143 was spent per attendee. The total annual economic impact of the St. Augustine Amphitheatre for 2013 was estimated to be $17.3 million.

In addition to demonstrating that the Amphitheater could successfully host concerts with extensive light and sound requirements, the County received substantial media exposure within and outside of Leon County. As part of the media sponsorships for the three events, television exposure on WCTV was valued at $38,550, radio exposure through Clear Channel and Cumulus Broadcasting was valued at $111,005, and another $24,505 in media coverage was provided including the Tallahassee Democrat for a total estimated media value of $174,060 promoting the new Amphitheater. To put this media exposure in context, a full-page advertisement in the Florida, Georgia and Alabama issue of Southern Living Magazine costs $34,950. As part of the media coverage during the concerts, visitors were interviewed from as far away as Mississippi with others being interviewed from Dothan, Alabama; Pensacola, Panama City, Jacksonville, and Perry, FL.

As with any new venue or enterprise, logistical issues arose and were quickly addressed. Production and staffing costs, which were cautiously over-estimated for the initial concerts, have been dramatically reduced to improve the bottom line. From a capability standpoint, the Charlie Wilson concert demonstrated that the Amphitheater could put on the caliber of show with extensive light and sound requirements that would be on par with any other major market venue. This will further efforts to attract a variety of entertainers that include classic rock, Christian rock, jazz, and other music genres that will appeal to different demographic groups.

Leading up to the Rodney Atkins concert, staff and Scott Carswell Presents identified a significant concern with market saturation. Having hosted Tracy Lawrence on April 12th and booked Rodney Atkins for May 16th (the Rodney Atkins concert negotiations began in March), staff learned that the Civic Center would be featuring Darius Rucker and the Eli Young Band on April 25th. Even in a traditionally strong country music market, the greater Leon County/Tallahassee area cannot support three headlining country music performers within a five-week period. This occurrence is believed to have hurt direct ticket sales for the Rodney Atkins concert and further illustrates the importance of communicating with other venues in the market, particularly when the County is self-promoting an event and bears all of the financial responsibility.

In self-promoting the first three concerts at the Amphitheater, the County was responsible for every facet of these events, from planning through execution, and was ultimately responsible for $174,518 in financial support. The concert team recognizes the lack of financial sustainability under the current promotional model but is encouraged by the continual growth in concert attendance and sponsorships. Total attendance at the Charlie Wilson concert was slightly more than the Tracy Lawrence performance; however, the Rodney Atkins concert experienced 845 more attendees than the Charlie Wilson concert mostly due to promotional partnerships. Despite the nearly 66 percent increase in attendance from the first concert, total expenses for the Rodney Atkins concert were $8,403 less. Concession sales and sponsorships increased from $4,058 at the Tracy Lawrence concert to $10,321 at the Rodney Atkins concert, and corporate sponsorships grew from three sponsors for the opening concert to 12 sponsors for the latest event.

This is encouraging and valuable data to have for the first three concerts but it underscores the importance of utilizing different business models that afford the County less, limited, or virtually no risk at all in bringing these outdoor performances to the local market. The following section of this analysis details various promotion and production business models for Amphitheater concerts, provides options to modify the County's financial support moving forward, and seeks the Board's direction for the remaining seven concerts anticipated through October 2015.

Business Models for the Remaining Seven Concerts

There are several ways to structure the promotion and production of large-scale concerts. Standalone venues such as the Capital City Amphitheater can utilize a variety of approaches, or a combination thereof, to secure performers and stage concerts based on organizational priorities and preferences. Listed are three business models that could be utilized for the remaining seven concerts under the Capital Cascades Stage and Concert Series, which runs through October 2015.

Each business model has distinct advantages and disadvantages so it is important to note that a strategic combination of these models could be applied for booking future concerts.

Self-Promote Model:
The Self-Promote Model is where an organization or business undertakes all the financial and operational responsibilities in order to produce a concert in exchange for keeping all revenue from ticket sales, concessions and a negotiated percentage of entertainer merchandise sales. Some venues also generate parking revenues. This was the model utilized by the County for the first three concerts as the County advance funded the entertainment and was responsible for all other concert expenses such as marketing, production, staffing, and the venue coordination.

While this model offers the greatest financial risk and reward, other factors determined the use of this model for the first three concerts. With the official opening date of Cascades Park being a moving target, along with the completion of the Capital City Amphitheater and improvements to the Meridian Point Building, staff and the promoter found it necessary to carefully select the first few concert dates before subsequently finding available performers. This allowed the County, in consultation with community partners, to identify concert dates within close proximity to the grand opening of Cascades Park. It also allowed the County to avoid conflicting dates with many of the community events, which are held in the spring months.

The Self-Promote Model requires the greatest level of financial support and is often used by well-established venues and those seeking specific dates or entertainers. As a policy matter, the advantages and disadvantages of this model merit consideration for future use but it is clear that additional self-promote concerts would require additional resources. For example, the Board could dedicate a portion of one of the pennies from the bed tax specifically for future self-promote concerts. While this is not a recommendation by staff, it is clear that relying on the Self-Promote Model is not a sustainable option for the entirety of the Concert Series given the available resources. However, the County could utilize a combination of business models for future concerts that include a maximum number of self-promotes due to the strategic benefits offered under this model. For example, the County could limit the number of self-promotes within a given fiscal year in order to minimize the County's financial exposure.

Co-Promote Model:
Under this structure, an outside promoter (not the Amphitheater Program Manager – Scott Carswell Presents) agrees to cover the performers' expenses and seeks support for promotional, production, and venue expenses in return for a percentage of the concert revenues. The percentages would vary from show to show but the County's financial support would be significantly reduced by no longer having to pay the performers' expenses. Based on the negotiation with the outside promoter, the County would be responsible for some level of production, facility, and staffing expenses in exchange for a percentage of the concessions, merchandise, and ticket sales.

The St. Augustine Amphitheatre has become such an established venue over the years that the vast majority of its concerts are now co-promotes. St. Augustine has a standard co-promotion contract for major companies such as Live Nation and AEG Live that it uses the same percentage split for all shows, but negotiates different percentages for smaller promoters.

St. Augustine rarely undertakes a self-promotion show with some exceptions such as a very successful Tony Bennett concert in 2013. Featured shows under the Co-Promote Model could hopefully be developed with large concert promoters such as Live Nation and AEG Live, but could also be adaptable for small promoters. This can only be accomplished over time as industry confidence in the venue continues to grow.

The Co-Promote Model is a credible option going forward now that the Amphitheater and the County's contract Manager, Scott Carswell Presents, have demonstrated the production value and capacity of the venue. It also provides the STAGE Committee with a greater opportunity for input on the attraction, selection, and approval of performances. In fact, County staff and Mr. Carswell have already been contacted about future co-promotion opportunities with well-known rock and bluegrass bands for 2015 dates. Concert production and operational expenses under this model could vary from $25,000-$35,000 per show depending on the performance. Booking a performance under the Co-Promote model is a two-way street. At times, outside promoters will contact County representatives to book the Amphitheater while other times will require Scott Carswell Presents to initiate contact and negotiations with performers and their representatives.

There are some disadvantages to consider associated with this model. First, it opens the door for potential schedule conflicts with other community events. While staff may still pursue certain preferred dates, the County's reduced financial role would alter its negotiation position, as promoters seeking to use the Amphitheater will tend to have their own preferred dates. Ultimately, the concert team will be put in the position of turning down certain performances based on scheduling concerns such as:

- Variety of genres performing at the Amphitheater
- Recent market activity in certain genres
- Desire to space out the approved 10 concerts over 18 months
- The cost/benefit of utilizing tourism funds to support concerts

Promoters seeking a concert date that offers little opportunity to attract additional visitors is a concern because of the revenue source (bed taxes) used to construct and support the Concert Series. Tourism funds rarely support activities and events that occur during peak visitor periods (college graduation, college football, legislative session, etc.) because they offer little return on investment. For example, a promoter contacted Scott Carswell Presents to co-promote a rock concert on the first night of the 2015 legislative session. The promoter is seeking this specific date, which happens to be a weeknight and during the peak visitor season so this particular concert may offer little tourism benefit in return for the risk of bed tax funds. While the revenue sharing percentages may vary by concert, the Co-Promotion Model will limit the County's overall financial support while providing the caliber of entertainment that could generate overnight stays in area hotels and motels.

Facility Rental Model:
Under this structure, the venue operator for a given facility (which is the County for the Concert Series) acts primarily as a rental agent to lease the facility to a promoter that would assume nearly all of the costs and financial risk for producing a concert. Based on the different levels of capacity among promoters, they may choose to promote and produce concerts on their own or 'hire' the County's designated Manager (Scott Carswell Presents) in a support capacity. Should the County's services be needed for the concert, staff would work with Scott Carswell Presents to develop a fee schedule to cover nearly 100 percent of the costs for services desired by the promoter. This may include filing permits, securing event staffing and law enforcement, food vendors, portable restrooms, and other production costs.

The Facility Rental Model is the most conservative option to operate concerts at the Amphitheater, as it would virtually eliminate the County's financial support for these events. The County's role in the Concert Series would be limited to marketing the Amphitheater as an available concert venue and, when needed, serving in a support capacity to put on the concerts at a cost to the outside promoter. Based on negotiations with the promoter, the County would be able to earn a small amount of revenue from concessions and merchandise under this model but it would be unlikely to get a portion of the ticket sales. Most of the scheduling conflicts identified under the Co-Promote Model would apply to the Facility Rental Model with exception to the cost/benefit concerns with bed tax funds because County funds are unlikely to be needed for these events. Relying solely on this model would require significant modifications to the County's contract with Scott Carswell Presents to reflect a more reactive posture for hosting concerts at the Amphitheater and shifting some of the management costs to the promoters.

Scott Carswell Presents has been contacted for a rhythm and blues concert under this model for a specific Friday night in the fall that poses several potential schedule conflicts. The County would virtually have no financial risk for this event but it would compete with the festivities associated with FSU home football games such as the Friday Night Block Party and the Downtown Getdown, which both feature musical entertainment. Area hotels anticipate very high occupancy rates and available hotel rooms remaining are listed at a high price point given the market demand. Overall, the terms for this proposed concert would be financially favorable to the County but they are not without conflict.

Both FSU and FAMU have expressed interest is hosting concerts at the Amphitheater under this model which is also financially favorable to the County but may concern area patrons given the limited number of concerts allowed under the Interlocal Agreement with the City. Based on the demand for tickets, these institutions could impose an exclusivity or preference for students, alumni, donors, boosters, etc., leaving very few tickets available to the general public and no emphasis on tourism.

Over an extended period of time, the Facility Rental Model may result in fewer concerts as promoters and performers would bear all of the risk. If some musical genres do not experience immediate success at the Amphitheater, it may make promoters and performers reluctant to take to try an unproven outdoor market and thereby pigeonhole certain musical genres for the venue. Given the lack of financial support needed from the County, this model also offers the least amount of upside or opportunity for a revenue sharing agreement for successful concerts.

Considerations for the Remaining Seven Concerts:
Attachment #9 is a timeline of the 18 month Concert Series illustrating the initial three concerts and potential future concerts, by music genre and promotion model, through October 2015. Following the first three concerts, Scott Carswell Presents received several inquiries from promotional companies and the local universities interested in holding events at the Amphitheater under a Co-Promote or Facility Rental Model agreement. This would provide greater financial returns to the County and reflects well upon the concert team's strategy to self-promote the first three concerts in order to generate interest among consumers and the music industry. If negotiations for the potential future concerts prove successful, the next challenge may be to carefully space out the limited number of performances allowed to fulfill the remaining 15 months of the Concert Series.

The Board has numerous options to consider for the remaining seven concerts based on its desire for preferred dates, musical genres, and appetite for the financial support of bed tax funds. Fortunately, there are many tools available to balance these interests and attract top performers for a unique customer experience. Based on all of the information presented in this agenda item on the first three concerts, the three promotional models described herein, input from the STAGE Committee and potential future concerts anticipated at the Amphitheater, staff recommends the fourth bullet from the following policy options, which are presented by the most financially conservative to the least:

- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>only the Facility Rental Model</u> in order to virtually eliminate the financial exposure of bed tax funds.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>only the Co-Promote and Facility Rental Models</u> in order to limit the financial exposure of bed tax funds.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>a combination of business models as needed</u>.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series <u>utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year</u>, in order to ensure preferred dates, musical genres, and other County interests.

As a policy matter, the Board does have the option to continue self-promoting each of the remaining seven concerts to ensure greater control over performance dates and musical genres. However, this would require a greater level of financial support for the promotion and production portion of the Concert Series budget to undertake such efforts. The Board's tentative FY 15 budget includes $160,000 for these concerts; $60,000 for the Amphitheater Manager contract, $20,000 for utility costs associated with the Amphitheater and Meridian Point Building, and $80,000 for the promotion and production of concerts.

Relying solely on the Self-Promote Model is not a sustainable option for the entirety of the Concert Series given the available resources nor was it the intention of the concert team over the long-term. In light of the success of the venue over the first three concerts and the response of the music industry, staff anticipates a natural business model shift to occur for most of the remaining concerts. This will be financially advantageous to the County compared to the first three concerts.

In order to mitigate the need for the County's financial support for each concert and to provide flexibility to the concert team in securing performers, staff recommends utilizing a combination of business models that allows for no more than two self-promotes in a given fiscal year. While self-promotes can be costly, they offer certain flexibility and strategic benefits compared to the other models such as the selection of date-specific events and music genre. At its meeting on June 26, 2014, the STAGE Committee affirmed its support for utilizing a variety of business models in order to keep the County's options open with regard to future concerts and fulfilling the desire to offer an assortment of performances.

Booking concerts under the Co-Promote and Facility Rental Models operate as a two-way street. At times, outside promoters will contact County representatives to book the Amphitheater while other times will require Scott Carswell Presents to initiate contact and negotiations with performers and their representatives. As the popularity of Amphitheater grows in the entertainment industry under these business models, the County will benefit from no longer having to pay the performer fees or the associated percentage to Scott Carswell Presents as promoters seek out this venue. That being said, the role of Scott Carswell Presents serving as the Amphitheater Manager will remain vital to the success of the Concert Series and counsel to the STAGE Committee in communicating with outside promoters, negotiating contracts, and producing, promoting, and managing concert operations.

Conclusion

As a result of the first three concerts being date specific, these initial performances required the County to provide a significant investment into each event. The County's ability to book each of the first three shows at a new venue with so much uncertainty was due to its willingness to self-promote the concerts and take on all of the risk. The self-promotion and production of the first three concerts demonstrated the Amphitheater's value to residents, visitors, and the music entertainment industry. The County's direct involvement in the production assured area neighborhoods that their concerns would be represented at this new venue including sound issues, parking, trash, etc. It also proved that an outdoor show could be produced with big name performers complying with reasonable sound limits in an urban environment.

The tentative FY 15 budget includes $80,000 for the promotion and production of these concerts. The County may wish to continue self-promoting each of the remaining seven concerts to ensure greater control over performance dates and musical genres. However, this would require a greater level of financial support to undertake such efforts.

Based on all of the information presented in this agenda item on the first three concerts, the three promotional models described herein, input from the STAGE Committee, and the potential future concerts anticipated at the Amphitheater, staff recommends utilizing a combination of business models that include a maximum number of self-promotes due to the strategic benefits offered under this model including the reduction of financial risk associated with these events (Option #2).

This combination approach would continue to empower the concert team with the ability to attract top performers that could generate overnight stays in area hotels with less investment of bed tax funds. Both models reduce the County's upfront financial support but allow for revenue sharing from concert proceeds in order to recapture the initial investment. Regardless of the cost per show, the number of shows offered, or the promotional model used, the County's annual investment in the promotion and production of these concerts will be determined through the Board's budget process which anticipates $80,000 in the FY 15 tentative budget.

The County's ongoing financial support of the Concert Series provides the investment necessary to deliver the high-quality performances and concerts described by the 2012 KCCI Report. Designed to attract visitors and entertain local residents, the continued success of the Amphitheater will grow the tax base and contribute to the local economy. As previously described in this agenda item, the St. Augustine Amphitheatre is essentially "break even" after nearly a decade of performances but an economic analysis of the 2013 concerts generated a $17.3 million economic impact with 20 percent of attendees spending one or more nights in an area hotel.

In April 2015 (12 months after the first concert), the STAGE Committee will gather the available concert data to prepare a comprehensive report on the Concert Series and offer guidance on future concert operations to the County and City. This will provide both Commissions with a larger sample set of concert information in order to weigh the long-term policy and budgetary considerations for concerts at the Amphitheater following the conclusion of the 18-month Agreement in October 2015.

Options:

1. Accept the status report on the Capital Cascades Stage and Concert Series.
2. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year, in order to ensure preferred dates, musical genres, and other County interests.
3. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing only the Facility Rental Model in order to virtually eliminate the financial exposure of bed tax funds.
4. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing only the Co-Promote and Facility Rental Models in order to limit the financial exposure of bed tax funds.
5. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models as needed.
6. Do not accept the status report on the Capital Cascades Stage and Concert Series.
7. Board direction.

Recommendation:

Options #1 and #2.

Attachments*:*

1. February 2012 KCCI Cultivate Cascades Park Report
2. Capital Cascades STAGE and Concert Series Interlocal Agreement
3. City of Tallahassee's Sound Policy for the Capital City Amphitheater
4. July 9, 2013, Resolution Establishing the STAGE Committee
5. July 9, 2013 Scott Carswell Presents RFP Agenda Item
6. Tracy Lawrence & Charlie Wilson Concert Settlement Statement
7. Rodney Atkins Concert Settlement Statement
8. Economic Impacts of the Saint Augustine Amphitheatre, 2013
9. Time Line of 10 Event/18 Month Capital Cascades Stage and Concert Series

APPENDIX #4

Leon County
Board of County Commissioners

Cover Sheet for Agenda #20

July 8, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Status Report on the Capital Cascades Stage and Concert Series and Consideration of Policy Options for the Remaining Seven Concerts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development and Business Partnerships
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Cristina L. Paredes, Intergovernmental Affairs and Special Projects Coordinator Ryan Aamodt, Management Intern

Fiscal Impact:
This item provides a status report to the Board on the Capital Cascades Stage and Concert Series with options for the County to support the remaining seven concerts anticipated through October 2015. The Board's tentative FY 15 budget includes $160,000 for these concerts; $60,000 for the Amphitheater Manager contract, $20,000 for utility costs associated with the Amphitheater and Meridian Point Building, and $80,000 for the promotion and production of concerts.

Staff Recommendation:

Option #1: Accept the status report on the Capital Cascades Stage and Concert Series.

Option #2: Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year, in order to ensure preferred dates, musical genres, and other County interests.

Report and Discussion

Background:

During the April 20, 2014 Board meeting, staff was directed to prepare a status report on the first three concerts held at the Capital City Amphitheater (Amphitheater) at Cascades Park. This item provides a status report on the Capital Cascades Stage and Concert Series events held between April 12th and May 16th 2014, with options for the Board's consideration to support the remaining seven concerts anticipated through October 2015.

Prior to the initial stages of developing the Amphitheater at Cascades Park, the Knight Creative Communities Initiative's (KCCI) Cultivate Cascades Team canvassed the community to ask businesses, community leaders and future park patrons what they wanted to experience in the new park. A report produced by KCCI identified several themes that prevailed from survey interviews such as having diverse programming in the park, including education and health activities, music concerts (small and large), art exhibits, festivals and more (Attachment #1). This report also noted that concerts were the most popular type of event identified across every demographic group (including race, gender, income, and age). Approximately 80 percent of respondents stated they would be willing to pay admissions to attend a special event in the park (i.e. a high profile musical performance). Based on its findings, KCCI concluded that an exemplary model for the Cascades Park Amphitheater was the St. Augustine Amphitheatre located in Anastasia State Park due to its similar size and climate. (*Since that time, staff has developed a strong working relationship with its counterparts in St. Augustine including mutual site visits and seeking industry and operational data.)*

Interlocal Agreement for the Concert Series

The Amphitheater at Cascades Park was partially constructed using County bed tax funds, which are typically used to promote and enhance visitation to the area. In order to realize a return on the bed tax investment in the construction of the Amphitheater, the County entered into an Interlocal Agreement with the City of Tallahassee to host up to 10 County-sponsored ticketed events over the Amphitheater's first 18 months of operation (Attachment #2). These concerts are commonly referred to as the Capital Cascades Stage and Concert Series. While the City is responsible for the day-to-day maintenance and operation of Cascades Park and the Amphitheater, the County entered into the Interlocal Agreement to ensure that there would be a strategic effort to utilize the Amphitheater to attract regional visitors and enhance economic development through tourism.

For several months, the County and City worked with the surrounding neighborhoods and various community stakeholders to address citizen concerns, specifically regarding sound levels associated with the Concert Series. Several meetings were held between the County, City, Blueprint 2000, and neighborhood associations before finalizing the Interlocal Agreement, which was approved by the County and City respectively on July 9th and 10th, 2013. The Interlocal Agreement outlines the roles and responsibilities of the County as follows:

- Authorizes the County to host and sponsor up to 10 regional ticketed events during the first 18 months of Amphitheater operation. A regional ticketed event is an evented hosted by Leon County that will draw regional visitors to stimulate the local economy. Local events are considered smaller in nature that typically will not have a regional draw or produce overnight stays.

- Establishes curfews for the Capital Cascades Stage and Concert Series: 10:00 p.m. on Sundays through Thursdays and 11:00 p.m. on Fridays and Saturdays.
- Requires compliance with the City's sound limits policy that was established subsequent to this Interlocal Agreement (Attachment #3).
- Calls for the County's establishment of the Strategic Team for Amphitheater Grand Entertainment (STAGE) Committee to serve as Leon County Focus Group that will review and make recommendations on Amphitheater operations including all activities related to the Capital Cascades Stage and Concert Series. All meetings are noticed and open to the public.
    - Lee Daniel (Chair) – Leon County Tourism Development
    - Julz Graham – Knight Creative Communities Institute
    - Christopher Heacox – FSU Seven Days of Opening Nights
    - Susan Lorch – Myers Park Neighborhood Association
    - Rebecca Sager – Woodland Neighborhood Association
    - Luther Wells – FAMU Lyceum Series
    - Ashley Edwards – City of Tallahassee Parks, Recreation, and Neighborhood Affairs
- Clarifies that the STAGE Committee will advise staff and the Amphitheater Program Manager on entertainment to be booked but the final booking decision belongs to the Director of Leon County Tourism Development.

<u>STAGE Committee</u>
In conjunction with the approval of the Interlocal Agreement with the City, the Board also adopted the resolution to establish the STAGE Committee on July 9, 2013 (Attachment #4). This seven-member focus group provides input concerning program entertainment for the concerts held at the Amphitheater. STAGE's mission is to support and maximize the positive economic impact of the County's investment in the Concert Series and to ensure accountability in the operation of the Amphitheater. In addition to the responsibilities enumerated in the Interlocal Agreement, STAGE is charged with providing input to the Division of Tourism Development on the following:

- Developing a booking policy that will reserve certain priority dates for a maximum of ten regional ticketed concerts through the first 18 months of operation;
- Developing options for ticket surcharges which are intended to offset future Amphitheater capital maintenance/improvement costs and increased general maintenance costs due to ticketed and community events;
- Coordinating a master calendar of Amphitheater events;
- Seeking ticketed concerts covering various musical and performance genres;
- Developing community and other cultural programming;
- Developing a plan for concert and event times;
- Developing a plan to address concerns, if any, of adjacent neighborhoods;
- Recommending the number of permissible regional ticketed concerts to occur after the first year of Amphitheater operation; and,

- Developing options for County and City profit sharing percentages after the first two years of operation, taking into consideration the ongoing maintenance and capital improvement responsibilities and costs, as well as the marketing costs associated with attracting visitors from the region.

Following the first 12 months of operation, the STAGE Committee will gather the available concert data to prepare a comprehensive report on the Concert Series and offer guidance on future concert operations to the County and City.

Partnership with Scott Carswell Presents

In order to effectively attract, promote, and produce the highest quality of performances, the County sought to procure a seasoned concert and live entertainment promoter to serve as the Amphitheater Program Manager for the Capital Cascades Stage and Concert Series. A Request for Proposals (RFP) notified 310 vendors and 13 vendors requested bid packages. The County received one response from Scott Carswell Presents LLC. On July 9, 2013, concurrent with the execution of the Interlocal Agreement with the City and the adoption of the resolution to establish the STAGE Committee, the Board directed staff to negotiate an agreement with Scott Carswell Presents based on his response to the RFP and extensive experience in the concert industry (Attachment #5).

The County's agreement with Scott Carswell Presents calls for a base monthly fee of $5,000 for all professional management services and a commission equal to 10% of the gross professional entertainment-booking fee. For example, if a professional entertainer booked to perform at the Amphitheater is paid $50,000, then a commission of $5,000 would be due and payable to Scott Carswell Presents at the time the entertainer is compensated. In addition, the agreement calls for Scott Carswell Presents to receive 15% of the net profits for each event.

Scott Carswell Presents, serving as the Amphitheater Program Manager, was sought well in advance of the opening of Cascades Park and completion of the Amphitheater to assist with the venue logistics, lighting, sound, and general troubleshooting prior to booking concerts. Mr. Carswell was able to provide a wealth of expertise to the Blueprint 2000 team on Amphitheater design issues to ensure that the venue would meet the needs of the entertainment industry. Mr. Carswell was closely involved with the two community sound tests conducted by Blueprint 2000 and was personally helpful in addressing neighborhood concerns leading up to the grand opening of Cascades Park and the initial concerts.

Analysis:

Cascades Park officially opened on March 14, 2014 and the Amphitheater hosted the first two concerts on April 12th and 13th, 2014, which marked the beginning of the 10 event/18 month Concert Series under the Interlocal Agreement with the City. A third concert was held the following month on May 16th to coincide with the County's Capital Cuisine Restaurant Week. This status report includes an overview of the financials and marketing efforts, in addition to many of the lessons learned, for each of the three concerts held to date as part of the Capital Cascades Stage and Concert Series. This agenda item also provides options to limit the County's financial exposure moving forward and provides a series of options for the remaining seven concerts anticipated through October 2015.

Planning the Initial Concerts

Proceeding under the philosophy that you only get one chance to make a good first impression, an extensive amount of time and consideration was devoted to planning the initial three concerts. The goal was to put on performances of superior quality in order to exceed the expectations of local residents and visitors alike, as well as the entertainers, promoters, and other music industry professionals in attendance. According to the 2012 KCCI Report, revenues and expenses at the St. Augustine Amphitheatre were basically "break even" even after nearly a decade of performances. For the long-term success of the Amphitheater, it was imperative for patrons to have had a favorable experience to share with others to help drive future attendance and encourage sponsorship agreements to ease the County's financial burden.

In January 2014, staff was notified by Blueprint 2000 that Cascades Park would open in mid-March, while the construction of the Amphitheater and modifications to the Meridian Point Building would be completed by early April. Prior to this notification, the official opening date was a "moving target," which led to the decision to self-promote the initial concerts. The Self-Promote Model for putting on live concerts requires a significant financial commitment and offers some reward potential but other factors, explained herein, were taken into consideration. Self-promoting the first three concerts afforded the County complete control of the music genres, entertainers, and most importantly, the performance dates. The first two shows needed to be secured and ready for announcement at the March 14, 2014 grand opening ceremony for Cascades Park to leverage media attention and the thousands of patrons that were anticipated to explore the Park during the opening weekend.

The Saturday and Sunday nights of the annual FSU Spring Football Game (April 12th and 13th, 2014) were strategically selected for the first two concerts given the following circumstances:

- The close proximity to the grand opening of Cascades Park.
- The ability to attract a wider audience and retain out-of-town visitors attending the football game.
- The ability to avoid conflicting dates with many of the community events held in the spring months.

The concert team (County staff, Scott Carswell Presents, and the STAGE Committee) also sought to book a third concert shortly after the initial opening concerts and before the hot summer months. The weekend of May 23rd – May 25th was identified to complement the County's Capital Cuisine Restaurant Week. The Self-Promotion Model was again utilized to secure a performer for this date-specific weekend. The third concert was booked under this model just prior to the first two concerts taking place because the five-week gap between the performances would not offer enough time for the private market to react to the opening of the Amphitheater.

In order to carry out a key objective established by the County and City Commissions under the Interlocal Agreement in booking the first three concerts, the concert team sought diverse performers that would appeal to a variety of audiences. To contradict perceptions in the live music industry that Tallahassee is strictly a student-driven market, the County also sought entertainers that would generate interest beyond the student demographic. In the entertainment industry, the task of finding a performer on a specific date can be difficult and costly. When "date specific" requirements are in play, the number of acts are limited and the pricing is less negotiable. An additional concern at that time was the unresolved matter of sound limits for concerts at the Amphitheater, which were not formally established by the City until March 26, 2014, after the opening of Cascades Park and just a few weeks prior to the first two concerts.

In short, the challenge before the concert team was to book a diverse group of performers on very specific dates at a brand new venue that may impose certain sound limitations. The County's ability to book each of the first three shows shortly after the opening of Cascades Park was due to its willingness to self-promote the concerts. By doing so, the County proved that an outdoor show with big name performers complying with reasonable sound limits in an urban environment could be produced while assuring area neighborhoods that their concerns would be represented at this new venue.

The concert team believed that the successful experiences from the first three concerts followed by a break over the summer months would generate interest and offer enough time for the entertainment industry to begin reaching out to the County, instead of the other way around, in order to book shows for the fall of 2014 and early 2015. This has proven to be accurate and provides financially advantageous opportunities to utilize different business models going forward that are explained later in this analysis.

Results from the Initial Concerts

The County's genesis in the concert business marked the beginning of the 10 event/18 month Concert Series under the Interlocal Agreement with the City. Each of the initial three concerts was operated under a self-promotion business model giving the County full control of the events along with 100 percent of the potential financial risk and rewards. This section provides an overview of the financials and marketing efforts, in addition to many of the lessons learned, for each of the three concerts held to date as part of the Capital Cascades Stage and Concert Series.

Concert #1: Tracy Lawrence

The first headliner at the Capital City Amphitheater was Tracy Lawrence on April 12th following the annual FSU Spring Football Game. Mr. Lawrence has sold more than 13 million country music albums and has 18 number one singles. Opening for him was a graduate of FSU and rising country singer/songwriter, Tyler Reeve. Marketing and advertising for the Tracy Lawrence concert included radio announcements through Clear Channel, television ads on WCTV, posters, flyers, outdoor billboards, social meetings, Facebook ads, Twitter, Icontact (an email marketing program), and more. In addition, Scott Carswell Presents led a street team to help promote both opening weekend concerts.

Bobby Bones, a country radio DJ and popular morning show syndicated in major markets across the country, promoted this concert through his program outlets for several weeks in advance of attending and serving as a host for the Tracy Lawrence concert. Several local corporate sponsors supported the event to offset costs and further enhance local marketing efforts:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Jim and Milts BBQ sponsored the concert and provided food for the "Backyard BBQ" held at the event.
- Cone Distributing sponsored the event for the exclusive rights to provide alcohol beverages for the event.

Ticket prices for this concert ranged from $20 for general admission (lawn seating) to $35 for reserved seating on the day of the show. However, a strong majority of those attending purchased reserved seating in advance for $30 each. This concert sold 838 tickets and another 539 tickets were issued for promotional reasons. Ticket prices were in line with other venues in both large and small markets that had recently showcased Mr. Lawrence. Ticket price ranges for a Tracy Lawrence concert in other markets varied from a low of $15-$30 in Ft. Worth, TX to $23-$38 in Pharr, TX.

The performer expenses for the Tracy Lawrence concert were $29,701, which included the main artist fee, other opening acts, hotel accommodations, and contractor fees. Ticket sales brought in $23,035 while concession and sponsorship revenues added another $4,058 for a total revenue generation of $27,093. Concert revenues were just short of covering the performer expenses and did not cover the production, facility, staffing, or marketing expenses essential to putting on a concert of this magnitude. The total expenses for the Tracy Lawrence concert were $71,940 leaving the County responsible for an investment of $44,847 from bed tax funds. An overview of financials can be found in Table #1 and a more detailed account is provided in Attachment #6.

Table #1 Tracy Lawrence Concert Financials	
Income	
Ticket Sales	$23,035
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	4,058
Total Income	*$27,093*
Expenditures	
Performer Expenses	$29,701
Production Expenses	15,490
Facility Expenses	9,120
Advertising/Marketing	4,860
Scott Carswell Presents Staffing	11,644
Cancellation Insurance	1,125
Total Expenditures	*$71,940*
Net Investment	***$ 44,847***

Although there was a greater-than-anticipated investment associated with hosting this event, the Tracy Lawrence concert can be considered a success and a vital part of the future growth of the Amphitheater. Feedback after the concert was very positive as attendees expressed satisfaction with the venue, the customer service, and the quality of entertainment. Some logistical issues of concern that were identified by staff and concert patrons include difficulty with parking signage, the number of portable restrooms, lighting, and the quantity and quality of concession.

Further, Mr. Lawrence's sound exceeded the level established by the City ordinance for a brief period between 9:10 and 9:15 p.m. Staff and Mr. Carswell were on-site, quickly identified the problem, and immediately engaged Mr. Lawrence's sound technicians whom were very cooperative and resolved the issue in short order.

Concert #2: Charlie Wilson

The second headliner show for the opening weekend of the Capital City Amphitheater featured world-class rhythm and blues artist Charlie Wilson, a seven-time Grammy-nominee who was recently honored with the 2013 BET Lifetime Achievement Award. Comedian Marvin Dixon opened the show at 7 p.m. on Sunday, April 13th, followed by Mr. Wilson at 8 p.m. The County's concert team was extremely pleased to secure a marquee performer given the date-specific availability of the concert, the concerns about the sound levels, and the desire to offer diverse performance during the opening weekend as previously articulated.

Marketing and advertising for the Charlie Wilson concert included radio announcements, television ads on WCTV and BET, posters, flyers, outdoor billboards, social meetings, Facebook ads, Twitter, Icontact (an email marketing program), and more. In addition, Scott Carswell Presents led a street team to help promote both opening weekend concerts. Several local corporate sponsors supported the event to offset costs and further enhance local marketing efforts:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Cone Distributing sponsored the event for the exclusive rights to provide alcohol beverages for the event.

Ticket prices for this performance ranged from $45 for general admission (lawn seats) to $75 for reserved seating purchased on the day of the show. This concert sold 1,074 tickets and an additional 363 tickets were issued for promotional reasons. Recent performances by Charlie Wilson in larger markets such as Tampa, FL, Oakland, CA, and Los Angeles, CA each sold out with ticket prices ranging from $20-$66 in Tampa to $46-$100 in Oakland. Ticket prices at the Capital City Amphitheater were in line with similarly sized markets that recently showcased Mr. Wilson such as Augusta, GA ($45-$75) and Grand Prairie, TX ($40-$85).

The performer expenses for the Charlie Wilson concert were $100,759, expectedly more expensive than the first concert, which included the main artist fee, other opening acts, hotel accommodations, and contractor fees. Ticket sales brought in $65,045, while concession and sponsorship revenues added another $2,558 (a surprisingly low 4%) for a total revenue generation of $67,603. Concert revenues exceeded the $59,519 in production, facility, staffing, and marketing expenses to put on the concert but only a few thousand dollars remained to reimburse the County for advance funding the performer fees. The total expenses for the Charlie Wilson concert were $160,278 leaving the County responsible for an investment of $92,673 from bed tax funds. An overview of financials can be found in Table #2 and a more detailed account is provided in Attachment #6.

Table #2 - Charlie Wilson Concert Financials	
Income	
Ticket Sales	$65,045
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	2,558
Total Income	*$67,603*
Expenditures	
Performer Expenses	$100,759
Production Expenses	26,578
Facility Expenses	9,938
Advertising/Marketing	8,730
Scott Carswell Presents Staffing	11,644
Cancellation Insurance	2,629
Total Expenditures	*$160,278*
Net Investment	*$92,673*

The total revenue generated from the Charlie Wilson concert was a surprise and disappointment given Mr. Wilson's popularity and recent sell-out performances. Another surprise was the low return on concession and sponsorship sales, which may be attributable to a Sunday night performance.

Feedback collected after the concert showed similar trends as the concert held the night before. There were no sound level violations identified during the concert and area neighborhood associations reported that the sound levels during this concert were tolerable on both Saturday and Sunday nights. This feedback following the Charlie Wilson concert is extremely valuable looking forward given the extensive light and sound requirements for this concert and the fact that it was held on a Sunday night. For example, Scott Carswell Presents has been contacted by representatives of two well-known rhythm and blues artists to hold fall concerts based on the venue's ability to put on the Charlie Wilson concert.

The total attendance for the Tracy Lawrence concert was 1,377 and 1,437 for the Charlie Wilson concert, which is perplexing considering the month-long marketing efforts, the perfect weather that weekend, and the added visitors associated with the FSU Spring Game. Pro formas estimate that attendance needs to be closer to 3,000 people per show to be sustainable. In turn, the concert team revisited the marketing strategies in advance of the third concert.

Concert Series #3: Rodney Atkins

In conjunction with Capital Cuisine Restaurant Week, the Capital City Amphitheater hosted its third concert on May 16, 2014 featuring country music singer Rodney Atkins. Mr. Atkins was the 2006 Country Music Association Top New Male Vocalist and has six number one singles. Opening for Mr. Atkins were Wynn Varble, Tyler Reeve, and singer-songwriter Rose Falcon and her band.

Additional marketing efforts were utilized for the third concert such as corporate and group ticket packages and a change in beverage providers to enhance outreach. The Rodney Atkins concert offered the largest number of promotional tickets, making up more than half of the total attendance. These promotional tickets included radio and T.V. contests and a great level of support from local sponsors to offset costs and further enhance local marketing efforts such as:

- Tallahassee Dodge Chrysler Jeep sponsored the event and displayed several of their vehicles and various promotional signage at the concert.
- Tri-Eagle Distributors donated marketing support and product for exclusive rights to provide beer at the event. Included were store displays promoting the concert in Tri-Eagles nine-county distribution region.
- Super Lube promoted the concert and its ticket give-away program for customers across its 30 locations on WTNT radio.
- FSU contributed a large sponsor donation in exchange for its students to receive free general admission seating on the lawn.
- The following corporate sponsors purchased reserved group seating (approximately 10 seats) which included preferential parking, access to a VIP tent prior to the main performance, and recognition on the Amphitheater website:
    - Roland Publishing
    - Blue Ribbon Cleaners
    - Marpan Supply
    - Four Points Sheraton Hotel
    - Capital Eurocars
    - The Zimmerman Agency
    - Sachs Media Group
    - NAI Talcor

Ticket prices for this performance ranged from $20 for general admission (lawn seats) to $35 for reserved seating purchased on the day of the show. Aside from the free admission for FSU students due to a sponsorship, general admission tickets were available to all other students with valid ID for $12.55. In total, 632 tickets were sold and an additional 1,650 tickets were issued for promotional reasons. Ticket prices were in line with venues in other markets that have recently showcased Mr. Adkins, which range from a low of $11-$35 in Sayreville, NJ to $25-$45 in Cherokee, NC.

Table #3 - Rodney Atkins Concert	
Income	
Ticket Sales	$16,219
Non-Ticket Sales Income (i.e.: Concessions & Sponsorships)	$10,321
Total Income	*$26,540*
Expenditures	
Performer Expenses	$31,478
Production Expenses	12,857
Facility Expenses	7,240
Advertising/Marketing	3,640
Scott Carswell Presents Staffing	7,179
Cancellation Insurance	1,143
Total Expenditures	*$63,537*
Net Investment	*$36,998*

The performer expenses for the Rodney Atkins concert were $31,478 that included the main artist fee, other opening acts, hotel accommodations, and contractor fees. As compared to the first two concerts, the Rodney Atkins concert had the least amount of expense. This was attributed to a reduction in production, merchandise, and law enforcement staffing compared to the previous performances. Direct ticket sales only generated $16,219 due to the number of promotional tickets issued but this concert also experienced the largest amount of non-ticket sales income through concession purchases and sponsorships.

The total expenses for the Rodney Atkins concert were $63,537 leaving the County responsible for an investment of $36,998 from bed tax funds. An overview of financials can be found in Table #3 and a more detailed account is provided in Attachment #7.

As noted previously, the Rodney Atkins concert had the least amount of production and operation expenses. By refining the production and staffing levels following the first two concerts, Scott Carswell Presents has been able to reduce concert expenditures (excluding performer expenses) from $42,239 for the Tracy Lawrence concert to $32,059 for Rodney Atkins concert despite the increase in attendance from 1,377 to 1,437 people. In discussions with Scott Carswell Presents, staff believes that production costs can be further refined by providing a complete production specification packet available to performers to more accurately estimate production costs. This specification packet was completed in June 2014 in anticipation for the remaining seven concerts.

Three-Concert Summary:
The initial investment spent by the County to bring large acts to the Amphitheater is vital in branding the venue as a musical destination. As mentioned previously, the investment in the first few concerts was to make large promoters aware of the benefits this venue has to offer, and eventually draw promoters who will take the process over from the County. Although there was a greater-than-anticipated investment associated with hosting these events, feedback has been very positive as attendees expressed satisfaction with the venue, the customer service, and the quality of entertainment.

According to the 2012 KCCI Report, revenues and expenses at the St. Augustine Amphitheatre were basically "break even" even after nearly a decade of performances. A 2013 economic impact study of the St. Augustine Amphitheatre found that nearly 65 percent of attendees were visitors from outside St. Johns County, with roughly 4.3 percent from North Central Florida (Attachment #8). The report also found that about 20 percent of attendees spent one or more nights within the St. Johns area and an estimated $143 was spent per attendee. The total annual economic impact of the St. Augustine Amphitheatre for 2013 was estimated to be $17.3 million.

In addition to demonstrating that the Amphitheater could successfully host concerts with extensive light and sound requirements, the County received substantial media exposure within and outside of Leon County. As part of the media sponsorships for the three events, television exposure on WCTV was valued at $38,550, radio exposure through Clear Channel and Cumulus Broadcasting was valued at $111,005, and another $24,505 in media coverage was provided including the Tallahassee Democrat for a total estimated media value of $174,060 promoting the new Amphitheater. To put this media exposure in context, a full-page advertisement in the Florida, Georgia and Alabama issue of Southern Living Magazine costs $34,950. As part of the media coverage during the concerts, visitors were interviewed from as far away as Mississippi with others being interviewed from Dothan, Alabama; Pensacola, Panama City, Jacksonville, and Perry, FL.

As with any new venue or enterprise, logistical issues arose and were quickly addressed. Production and staffing costs, which were cautiously over-estimated for the initial concerts, have been dramatically reduced to improve the bottom line. From a capability standpoint, the Charlie Wilson concert demonstrated that the Amphitheater could put on the caliber of show with extensive light and sound requirements that would be on par with any other major market venue. This will further efforts to attract a variety of entertainers that include classic rock, Christian rock, jazz, and other music genres that will appeal to different demographic groups.

Leading up to the Rodney Atkins concert, staff and Scott Carswell Presents identified a significant concern with market saturation. Having hosted Tracy Lawrence on April 12th and booked Rodney Atkins for May 16th (the Rodney Atkins concert negotiations began in March), staff learned that the Civic Center would be featuring Darius Rucker and the Eli Young Band on April 25th. Even in a traditionally strong country music market, the greater Leon County/Tallahassee area cannot support three headlining country music performers within a five-week period. This occurrence is believed to have hurt direct ticket sales for the Rodney Atkins concert and further illustrates the importance of communicating with other venues in the market, particularly when the County is self-promoting an event and bears all of the financial responsibility.

In self-promoting the first three concerts at the Amphitheater, the County was responsible for every facet of these events, from planning through execution, and was ultimately responsible for $174,518 in financial support. The concert team recognizes the lack of financial sustainability under the current promotional model but is encouraged by the continual growth in concert attendance and sponsorships. Total attendance at the Charlie Wilson concert was slightly more than the Tracy Lawrence performance; however, the Rodney Atkins concert experienced 845 more attendees than the Charlie Wilson concert mostly due to promotional partnerships. Despite the nearly 66 percent increase in attendance from the first concert, total expenses for the Rodney Atkins concert were $8,403 less. Concession sales and sponsorships increased from $4,058 at the Tracy Lawrence concert to $10,321 at the Rodney Atkins concert, and corporate sponsorships grew from three sponsors for the opening concert to 12 sponsors for the latest event.

This is encouraging and valuable data to have for the first three concerts but it underscores the importance of utilizing different business models that afford the County less, limited, or virtually no risk at all in bringing these outdoor performances to the local market. The following section of this analysis details various promotion and production business models for Amphitheater concerts, provides options to modify the County's financial support moving forward, and seeks the Board's direction for the remaining seven concerts anticipated through October 2015.

Business Models for the Remaining Seven Concerts

There are several ways to structure the promotion and production of large-scale concerts. Standalone venues such as the Capital City Amphitheater can utilize a variety of approaches, or a combination thereof, to secure performers and stage concerts based on organizational priorities and preferences. Listed are three business models that could be utilized for the remaining seven concerts under the Capital Cascades Stage and Concert Series, which runs through October 2015.

Each business model has distinct advantages and disadvantages so it is important to note that a strategic combination of these models could be applied for booking future concerts.

Self-Promote Model:
The Self-Promote Model is where an organization or business undertakes all the financial and operational responsibilities in order to produce a concert in exchange for keeping all revenue from ticket sales, concessions and a negotiated percentage of entertainer merchandise sales. Some venues also generate parking revenues. This was the model utilized by the County for the first three concerts as the County advance funded the entertainment and was responsible for all other concert expenses such as marketing, production, staffing, and the venue coordination.

While this model offers the greatest financial risk and reward, other factors determined the use of this model for the first three concerts. With the official opening date of Cascades Park being a moving target, along with the completion of the Capital City Amphitheater and improvements to the Meridian Point Building, staff and the promoter found it necessary to carefully select the first few concert dates before subsequently finding available performers. This allowed the County, in consultation with community partners, to identify concert dates within close proximity to the grand opening of Cascades Park. It also allowed the County to avoid conflicting dates with many of the community events, which are held in the spring months.

The Self-Promote Model requires the greatest level of financial support and is often used by well-established venues and those seeking specific dates or entertainers. As a policy matter, the advantages and disadvantages of this model merit consideration for future use but it is clear that additional self-promote concerts would require additional resources. For example, the Board could dedicate a portion of one of the pennies from the bed tax specifically for future self-promote concerts. While this is not a recommendation by staff, it is clear that relying on the Self-Promote Model is not a sustainable option for the entirety of the Concert Series given the available resources. However, the County could utilize a combination of business models for future concerts that include a maximum number of self-promotes due to the strategic benefits offered under this model. For example, the County could limit the number of self-promotes within a given fiscal year in order to minimize the County's financial exposure.

Co-Promote Model:
Under this structure, an outside promoter (not the Amphitheater Program Manager – Scott Carswell Presents) agrees to cover the performers' expenses and seeks support for promotional, production, and venue expenses in return for a percentage of the concert revenues. The percentages would vary from show to show but the County's financial support would be significantly reduced by no longer having to pay the performers' expenses. Based on the negotiation with the outside promoter, the County would be responsible for some level of production, facility, and staffing expenses in exchange for a percentage of the concessions, merchandise, and ticket sales.

The St. Augustine Amphitheatre has become such an established venue over the years that the vast majority of its concerts are now co-promotes. St. Augustine has a standard co-promotion contract for major companies such as Live Nation and AEG Live that it uses the same percentage split for all shows, but negotiates different percentages for smaller promoters.

St. Augustine rarely undertakes a self-promotion show with some exceptions such as a very successful Tony Bennett concert in 2013. Featured shows under the Co-Promote Model could hopefully be developed with large concert promoters such as Live Nation and AEG Live, but could also be adaptable for small promoters. This can only be accomplished over time as industry confidence in the venue continues to grow.

The Co-Promote Model is a credible option going forward now that the Amphitheater and the County's contract Manager, Scott Carswell Presents, have demonstrated the production value and capacity of the venue. It also provides the STAGE Committee with a greater opportunity for input on the attraction, selection, and approval of performances. In fact, County staff and Mr. Carswell have already been contacted about future co-promotion opportunities with well-known rock and bluegrass bands for 2015 dates. Concert production and operational expenses under this model could vary from $25,000-$35,000 per show depending on the performance. Booking a performance under the Co-Promote model is a two-way street. At times, outside promoters will contact County representatives to book the Amphitheater while other times will require Scott Carswell Presents to initiate contact and negotiations with performers and their representatives.

There are some disadvantages to consider associated with this model. First, it opens the door for potential schedule conflicts with other community events. While staff may still pursue certain preferred dates, the County's reduced financial role would alter its negotiation position, as promoters seeking to use the Amphitheater will tend to have their own preferred dates. Ultimately, the concert team will be put in the position of turning down certain performances based on scheduling concerns such as:

- Variety of genres performing at the Amphitheater
- Recent market activity in certain genres
- Desire to space out the approved 10 concerts over 18 months
- The cost/benefit of utilizing tourism funds to support concerts

Promoters seeking a concert date that offers little opportunity to attract additional visitors is a concern because of the revenue source (bed taxes) used to construct and support the Concert Series. Tourism funds rarely support activities and events that occur during peak visitor periods (college graduation, college football, legislative session, etc.) because they offer little return on investment. For example, a promoter contacted Scott Carswell Presents to co-promote a rock concert on the first night of the 2015 legislative session. The promoter is seeking this specific date, which happens to be a weeknight and during the peak visitor season so this particular concert may offer little tourism benefit in return for the risk of bed tax funds. While the revenue sharing percentages may vary by concert, the Co-Promotion Model will limit the County's overall financial support while providing the caliber of entertainment that could generate overnight stays in area hotels and motels.

Facility Rental Model:
Under this structure, the venue operator for a given facility (which is the County for the Concert Series) acts primarily as a rental agent to lease the facility to a promoter that would assume nearly all of the costs and financial risk for producing a concert. Based on the different levels of capacity among promoters, they may choose to promote and produce concerts on their own or 'hire' the County's designated Manager (Scott Carswell Presents) in a support capacity. Should the County's services be needed for the concert, staff would work with Scott Carswell Presents to develop a fee schedule to cover nearly 100 percent of the costs for services desired by the promoter. This may include filing permits, securing event staffing and law enforcement, food vendors, portable restrooms, and other production costs.

The Facility Rental Model is the most conservative option to operate concerts at the Amphitheater, as it would virtually eliminate the County's financial support for these events. The County's role in the Concert Series would be limited to marketing the Amphitheater as an available concert venue and, when needed, serving in a support capacity to put on the concerts at a cost to the outside promoter. Based on negotiations with the promoter, the County would be able to earn a small amount of revenue from concessions and merchandise under this model but it would be unlikely to get a portion of the ticket sales. Most of the scheduling conflicts identified under the Co-Promote Model would apply to the Facility Rental Model with exception to the cost/benefit concerns with bed tax funds because County funds are unlikely to be needed for these events. Relying solely on this model would require significant modifications to the County's contract with Scott Carswell Presents to reflect a more reactive posture for hosting concerts at the Amphitheater and shifting some of the management costs to the promoters.

Scott Carswell Presents has been contacted for a rhythm and blues concert under this model for a specific Friday night in the fall that poses several potential schedule conflicts. The County would virtually have no financial risk for this event but it would compete with the festivities associated with FSU home football games such as the Friday Night Block Party and the Downtown Getdown, which both feature musical entertainment. Area hotels anticipate very high occupancy rates and available hotel rooms remaining are listed at a high price point given the market demand. Overall, the terms for this proposed concert would be financially favorable to the County but they are not without conflict.

Both FSU and FAMU have expressed interest is hosting concerts at the Amphitheater under this model which is also financially favorable to the County but may concern area patrons given the limited number of concerts allowed under the Interlocal Agreement with the City. Based on the demand for tickets, these institutions could impose an exclusivity or preference for students, alumni, donors, boosters, etc., leaving very few tickets available to the general public and no emphasis on tourism.

Over an extended period of time, the Facility Rental Model may result in fewer concerts as promoters and performers would bear all of the risk. If some musical genres do not experience immediate success at the Amphitheater, it may make promoters and performers reluctant to take to try an unproven outdoor market and thereby pigeonhole certain musical genres for the venue. Given the lack of financial support needed from the County, this model also offers the least amount of upside or opportunity for a revenue sharing agreement for successful concerts.

Considerations for the Remaining Seven Concerts:
Attachment #9 is a timeline of the 18 month Concert Series illustrating the initial three concerts and potential future concerts, by music genre and promotion model, through October 2015. Following the first three concerts, Scott Carswell Presents received several inquiries from promotional companies and the local universities interested in holding events at the Amphitheater under a Co-Promote or Facility Rental Model agreement. This would provide greater financial returns to the County and reflects well upon the concert team's strategy to self-promote the first three concerts in order to generate interest among consumers and the music industry. If negotiations for the potential future concerts prove successful, the next challenge may be to carefully space out the limited number of performances allowed to fulfill the remaining 15 months of the Concert Series.

The Board has numerous options to consider for the remaining seven concerts based on its desire for preferred dates, musical genres, and appetite for the financial support of bed tax funds. Fortunately, there are many tools available to balance these interests and attract top performers for a unique customer experience. Based on all of the information presented in this agenda item on the first three concerts, the three promotional models described herein, input from the STAGE Committee and potential future concerts anticipated at the Amphitheater, staff recommends the fourth bullet from the following policy options, which are presented by the most financially conservative to the least:

- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>only the Facility Rental Model</u> in order to virtually eliminate the financial exposure of bed tax funds.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>only the Co-Promote and Facility Rental Models</u> in order to limit the financial exposure of bed tax funds.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing <u>a combination of business models as needed</u>.
- Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series <u>utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year</u>, in order to ensure preferred dates, musical genres, and other County interests.

As a policy matter, the Board does have the option to continue self-promoting each of the remaining seven concerts to ensure greater control over performance dates and musical genres. However, this would require a greater level of financial support for the promotion and production portion of the Concert Series budget to undertake such efforts. The Board's tentative FY 15 budget includes $160,000 for these concerts; $60,000 for the Amphitheater Manager contract, $20,000 for utility costs associated with the Amphitheater and Meridian Point Building, and $80,000 for the promotion and production of concerts.

Relying solely on the Self-Promote Model is not a sustainable option for the entirety of the Concert Series given the available resources nor was it the intention of the concert team over the long-term. In light of the success of the venue over the first three concerts and the response of the music industry, staff anticipates a natural business model shift to occur for most of the remaining concerts. This will be financially advantageous to the County compared to the first three concerts.

In order to mitigate the need for the County's financial support for each concert and to provide flexibility to the concert team in securing performers, staff recommends utilizing a combination of business models that allows for no more than two self-promotes in a given fiscal year. While self-promotes can be costly, they offer certain flexibility and strategic benefits compared to the other models such as the selection of date-specific events and music genre. At its meeting on June 26, 2014, the STAGE Committee affirmed its support for utilizing a variety of business models in order to keep the County's options open with regard to future concerts and fulfilling the desire to offer an assortment of performances.

Booking concerts under the Co-Promote and Facility Rental Models operate as a two-way street. At times, outside promoters will contact County representatives to book the Amphitheater while other times will require Scott Carswell Presents to initiate contact and negotiations with performers and their representatives. As the popularity of Amphitheater grows in the entertainment industry under these business models, the County will benefit from no longer having to pay the performer fees or the associated percentage to Scott Carswell Presents as promoters seek out this venue. That being said, the role of Scott Carswell Presents serving as the Amphitheater Manager will remain vital to the success of the Concert Series and counsel to the STAGE Committee in communicating with outside promoters, negotiating contracts, and producing, promoting, and managing concert operations.

Conclusion

As a result of the first three concerts being date specific, these initial performances required the County to provide a significant investment into each event. The County's ability to book each of the first three shows at a new venue with so much uncertainty was due to its willingness to self-promote the concerts and take on all of the risk. The self-promotion and production of the first three concerts demonstrated the Amphitheater's value to residents, visitors, and the music entertainment industry. The County's direct involvement in the production assured area neighborhoods that their concerns would be represented at this new venue including sound issues, parking, trash, etc. It also proved that an outdoor show could be produced with big name performers complying with reasonable sound limits in an urban environment.

The tentative FY 15 budget includes $80,000 for the promotion and production of these concerts. The County may wish to continue self-promoting each of the remaining seven concerts to ensure greater control over performance dates and musical genres. However, this would require a greater level of financial support to undertake such efforts.

Based on all of the information presented in this agenda item on the first three concerts, the three promotional models described herein, input from the STAGE Committee, and the potential future concerts anticipated at the Amphitheater, staff recommends utilizing a combination of business models that include a maximum number of self-promotes due to the strategic benefits offered under this model including the reduction of financial risk associated with these events (Option #2).

This combination approach would continue to empower the concert team with the ability to attract top performers that could generate overnight stays in area hotels with less investment of bed tax funds. Both models reduce the County's upfront financial support but allow for revenue sharing from concert proceeds in order to recapture the initial investment. Regardless of the cost per show, the number of shows offered, or the promotional model used, the County's annual investment in the promotion and production of these concerts will be determined through the Board's budget process which anticipates $80,000 in the FY 15 tentative budget.

The County's ongoing financial support of the Concert Series provides the investment necessary to deliver the high-quality performances and concerts described by the 2012 KCCI Report. Designed to attract visitors and entertain local residents, the continued success of the Amphitheater will grow the tax base and contribute to the local economy. As previously described in this agenda item, the St. Augustine Amphitheatre is essentially "break even" after nearly a decade of performances but an economic analysis of the 2013 concerts generated a $17.3 million economic impact with 20 percent of attendees spending one or more nights in an area hotel.

In April 2015 (12 months after the first concert), the STAGE Committee will gather the available concert data to prepare a comprehensive report on the Concert Series and offer guidance on future concert operations to the County and City. This will provide both Commissions with a larger sample set of concert information in order to weigh the long-term policy and budgetary considerations for concerts at the Amphitheater following the conclusion of the 18-month Agreement in October 2015.

Options:

1. Accept the status report on the Capital Cascades Stage and Concert Series.
2. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models, but no more than two Self-Promote Models in a given fiscal year, in order to ensure preferred dates, musical genres, and other County interests.
3. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing only the Facility Rental Model in order to virtually eliminate the financial exposure of bed tax funds.
4. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing only the Co-Promote and Facility Rental Models in order to limit the financial exposure of bed tax funds.
5. Direct staff to proceed with the production of the remaining seven concerts for the Capital Cascades Stage and Concert Series utilizing a combination of business models as needed.
6. Do not accept the status report on the Capital Cascades Stage and Concert Series.
7. Board direction.

Recommendation:

Options #1 and #2.

Attachments*:*

1. February 2012 KCCI Cultivate Cascades Park Report
2. Capital Cascades STAGE and Concert Series Interlocal Agreement
3. City of Tallahassee's Sound Policy for the Capital City Amphitheater
4. July 9, 2013, Resolution Establishing the STAGE Committee
5. July 9, 2013 Scott Carswell Presents RFP Agenda Item
6. Tracy Lawrence & Charlie Wilson Concert Settlement Statement
7. Rodney Atkins Concert Settlement Statement
8. Economic Impacts of the Saint Augustine Amphitheatre, 2013
9. Time Line of 10 Event/18 Month Capital Cascades Stage and Concert Series

APPENDIX #5

TRACY LAWRENCE

Saturday, April 12, 2014

7:30 p.m. – 11:00 p.m.

Genre: Country
Self-Promotion

Total Attendance: 1,275 Sponsorships: Tallahassee Dodge Chrysler Jeep, Jim and Milts BBQ, Cone Distributing

Concert Financials

Income:

- Ticket Sales: $23,035
  - General Admission $20 - $25 (30% Ticket Sales)
  - Reserved Seating $30 - $35 (70% Ticket Sales)
- Other Revenue: $4,059
- Total: $27,094

Expenditures:

- Production & Operational Expenses: $57,960
- Facility Expenses: $9,120
- Advertising/Marketing: $4,860
- Total: $71,940

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

CHARLIE WILSON

Sunday, April 13, 2014

7:00 p.m. – 10:00 p.m.

Genre: R&B
Self-Promotion

Total Attendance: 1,437 **Sponsorships:** Tallahassee Dodge Chrysler Jeep
Cone Distributing

Concert Financials

Income:

- Ticket Sales: $65,045
  - General Admission $45 - $50 (40% Ticket Sales)
  - Reserved Seating $70 - $75 (60% Ticket Sales)
- Other Revenue: $2,558
- Total: $67,603

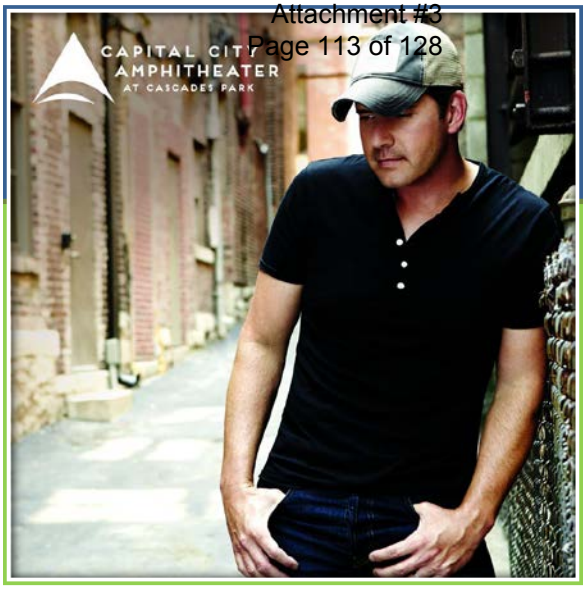
Expenditures:

- Production & Operational Expenses: $141,610
- Facility Expenses: $9,938
- Advertising/Marketing: $8,730
- Total: $160,278

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

RODNEY ATKINS



Friday, May 16, 2014

7:15 p.m. – 11:00 p.m.

Genre: Country
Self-Promotion

Total Attendance: 2,574 Sponsorships:

- FSU Student Government Activities
- Tallahassee Dodge Chrysler Jeep
- Tri-Eagle Distributors
- Super Lube

Concert Financials

Income:

Ticket Sales: $16,219
- General Admission $20 - $25 (62% Ticket Sales)
- Reserved Seating $30 - $35 (38% Ticket Sales)

Other Revenue: $9,617
Total: $26,086

Expenditures:

Production & Operational Expenses: $52,657
Facility Expenses: $7,240
Advertising/Marketing: $3,640
Total: $63,537

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

Pink Floyd Experience

Tuesday, March 3, 2015

7:00 p.m. – 10:00 p.m.

Genre: Rock
Co-Promote

Total Attendance: 1,084

Sponsorships:
WCTV
103.5 Radio
Tri-Eagles Sales

Concert Financials

Income:

Ticket Sales: $20,175
- General Admission $20 - $25 (19% Ticket Sales)
- Reserved Seating $25 - $30 (81% Ticket Sales)

Other Revenue: $2,035
Total: $22,210

Expenditures:

Production & Operational Expenses: $26,543
Facility Expenses: $3,584
Advertising/Marketing: $5,977
Total: $36,104

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

The Avett Brothers

Friday, April 10, 2015

8:00 p.m. – 11:00 p.m.

Genre: Folk Rock
Co-Sponsor

Total Attendance: 3,243

Sponsorships:
- Word of South
- WCTV
- Tallahassee Democrat
- Tire-Eagle Sales

Concert Financials

Income:

Ticket Sales: $121,285
- General Admission $45 - $50 (56% Ticket Sales)
- Reserved Seating $55 - $60 (44% Ticket Sales)

Other Revenue: $34,900
Total: $156,185

Expenditures:

Production & Operational Expenses: $135,735
Facility Expenses: $5,597
Advertising/Marketing: $5,100
Total: $146,432

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

Wilco

Sunday, April 26, 2015

7:00 p.m. – 10:00 p.m.

Genre: Rock
Co-Sponsor

Total Attendance: 1,912

Sponsorships:
- FSU Student Activities
- WTXL TV
- Tallahassee Democrat
- Tire-Eagle Sales

Concert Financials

Income:

Ticket Sales: $70,003
- General Admission $30 - $35 (44% Ticket Sales)
- Reserved Seating $40 - $45 (56% Ticket Sales)

Other Revenue: $2,288
Total: $72,291

Expenditures:

Production & Operational Expenses: $85,946
Facility Expenses: $4,904
Advertising/Marketing: $2,000
Total: $92,850

CAPITAL CITY AMPHITHEATER
AT CASCADES PARK
TALLAHASSEE, FL

LEON
FLORIDA'S CAPITAL COUNTY

APPENDIX #6

City Commission Policy 154

Sound Policy for Capital City Amphitheater at Cascades Park

DEPARTMENT: City Manager

DATE ADOPTED: March 26, 2014

DATE OF LAST REVISION: n/a

154.01 Authority: The City Commission

154.02 Scope and Applicability: This Policy covers the regulation of amplified sound generated from all events utilizing the Capital City Amphitheater at Cascades Park (Amphitheater).

154.03 Definitions:

Amplified sound means: sound using a sound amplification device.

Hours of performance means: 7:00 a.m. – 10:00 p.m. on Sundays through Thursdays and 7:00 a.m. – 11:00 p.m. on Fridays and Saturdays.

House system means: the sound amplification device(s) used at the Amphitheater for all performances other than Capital Cascades Stage and Concert Series events.

Sound level means: the weighted sound pressure level as measured in dBA and dBC on a ten second average LA eq metric by a sound level meter and as specified in American National Standards Institute (ANSI) specifications for sound level meters (ANSI S1.4-1971 (R1976)).

Sound amplification device means: equipment designed to increase the volume of sound created by a separate source such as a musical instrument or a human voice.

154.04 Performances: All events at the Amphitheater covered by this Policy, including sound checks, shall occur only during the hours of performance.

154.05 Maximum Sound Level: The maximum sound level generated by events at the Amphitheater utilizing the house system shall not exceed 85dBA and 95 dBC. For Capital Cascades Stage and Concert Series events, the maximum sound level shall not exceed 96 dBA and 104 dBC.

154.06 Measuring the Sound Level: The sound level shall be measured at the main mix board with a sound meter that meets the standards established by the American National Standards Institute (ANSI) specifications for sound level meters (ANSI S1.4-1971 (R1976)). The main mix board shall be located at the fixed position for the board in the Amphitheater. Measurements of sound level will be made and recorded by a qualified City employee or by a qualified professional designated by the Director of the Parks, Recreation and Neighborhood Affairs Department or designee to operate the meter(s). This measurement will be made independently of sound monitoring conducted by the artist or promoter. This person shall be present at the main mix board with a sound meter during all events covered by this Policy. A City employee or qualified professional shall also take sound measurements at the Cascades Park property line and in the surrounding neighborhoods as determined for each event by the Parks, Recreation and Neighborhood Affairs Department and set forth in the Special Event Permit.

154.07 Standards for Measuring the Sound Level:

Calibration. The sound meters shall be maintained in calibration and good working order. The operator of the meter shall conduct a calibration check of the meter at the time of any measurement of the sound level.

Measurements. The meter shall be positioned so as not to create any unnatural enhancement or diminution of the

measured sound. A windscreen on the meter's microphone shall be used at all times.

154.08 Compliance: All artists, performers, entertainers, sound technicians, employees, and subcontractors shall comply with and ensure compliance with the sound levels established by this Policy. The promoter shall have the responsibility to ensure compliance with the sound levels at the mix board for Capital Cascades Stage and Concert Series events. The Parks, Recreation and Neighborhood Affairs Department shall be responsible for ensuring compliance for all other events.

154.09 Trial Period: This Policy shall be reviewed by the City Commission on April 23, 2014.

APPENDIX #7

Agenda Item Details

Meeting	Feb 24, 2014 - Blueprint 2000 Intergovernmental Agency Meeting
Category	I. Agenda Modifications
Subject	Item # 9 - Cascades Park Update
Type	Discussion, Presentation

STATEMENT OF ISSUE:
The purpose of the agenda item is to update the IA on the construction in the Park, request authorization to fund additional improvements, and obtain direction to mitigate sound impacts to the Myers Park and Woodland Drives Neighborhoods.

SUPPLEMENTAL INFORMATION:

Grand Opening Update
Cascades Park will open on March 14, 2014. Blueprint, City, and County staff have been working determine the grand opening event activities, which include an opening ceremony and a family movie night on the 14th and a community day on the 15th. The community day will feature activities around each amenity and offer opportunities for Park sponsors to showcase their involvement in the Park. Also, staff has been working with Impact Visual Media to produce teaser videos. The third video will be shown in the IA meeting.

Construction Progress
See Attachment 1 for the February 2014 aerial of the Park. The anomaly found in the limestone at the bottom of Boca Chuba Pond has been repaired and the pond is filling with stormwater. The recreated St. Augustine Stream is complete and water will be running in the stream between the Smokey Hollow Pond and Boca Chuba Pond in early February. With Boca Chuba Pond filled, the park's irrigation system and the Cascades Waterfall Fountain will be in operation. The Amphitheater is 95% complete with all permanent stadium seats in place, sod installed in the upper seating area, house speaker system in place and theater lighting being installed. The Park's restroom building along the Bloxham Promenade is finished. Our 73 nozzle interactive waterplay area (Imagination Fountain) is complete and has been programmed for a spectacular water, music and light show.

Final landscaping tasks, sidewalk construction and street paving are also on going. Construction of the Smokey Hollow Commemoration and the Discovery Garden are progressing and are scheduled to be complete by Park opening.

After the Park opens in March, improvements will continue. Minor modifications will occur as the Park is used and needs are identified. Landscaping and other aesthetic enhancements such as wrapping of the transformer boxes will be made. Large improvements will be constructed such as the restroom near the amphitheater, the pavilion at Smokey Hollow and the Smokey Hollow Barber Shop will be relocated back to Cascades Park.

Improved Circulation and Parking
In response to a need for additional Park parking and improved bike and pedestrian connections to the Park, the City of Tallahassee Public Works Department has developed a design for improving the circulation on Bloxham and Gadsden Streets and adding 34 parking spaces. See Attachment 2 for the location of parking spaces and traffic flow changes to more safely accommodate Park visitors. Final design and cost proposals have not yet been received. The estimated cost for this improvement is $200,000.

The construction plans for Cascades Park call for striping the roads adjacent to the Park with paint. To increase vehicular and pedestrian safety and durability of the road striping, a substitute material for the paint called thermoplastic is requested. Thermoplastic striping material is highly reflective, does not crack or chip, and is

impervious to oil and grease. Additionally, the maintenance entities for the roads (City of Tallahassee and Leon County) require thermoplastic striping. Franklin Boulevard has thermoplastic striping and the application of this material to the Cascades Park roads will result in a seamless transition between the two projects. The estimated cost for this improvement is $97,400.

Cascades Park Maintenance Building Renovations

The City of Tallahassee Parks Recreation and Neighborhood Affairs (PRNA) is currently renovating the Cascades Park maintenance building. This building is located on Myers Park Drive across from Wade Wehunt Pool just east of Cascades Park. Until early February, Blueprint 2000 CEI staff used it as the office for coordinating Park construction activities. To reduce costs, it was determined that Blueprint 2000 could pay PRNA to complete the improvements rather than contracting with a private company. The costs savings realized through the use of PRNA are estimated to be $175,000.

PRNA is 75% complete with the renovation, but have exhausted all the funds allocated for the project. They estimate that the remaining renovations will cost approximately $52,000. The estimated $52,000 needed to complete the project would cover such items as painting, flooring, HVAC duct work, doors, sheet rock for walls, ceiling tile, and several small misc. items. It is requested that Blueprint 2000 fund PRNA's remaining renovation activities in the amount of $52,000 from unallocated funds.

Sound Study
In the September 16, 2013 meeting, the IA directed Blueprint staff to form a working group that includes representatives from the Myers Park and Woodland Drives neighborhoods and retain Siebein and Associates to conduct a second sound study. Since then, a 25 member working group made up of six neighborhood representatives, staff, and others has met seven times (with two additional subcommittee meetings). The mission of the working group is as follows:

> The Cascades Park Work Group (CPWG) provides input and feedback on the operational structure and sound levels in Cascades Park. The CPWG allows representatives from the nearby neighborhoods and key City Departments to create open dialogue resulting in input for the operational direction of Cascades Park. In the future, the CPWG will objectively identify concerns from park users, event attendees, neighboring communities and businesses and event planners in relation to events permitted by the City of Tallahassee and offer solutions.

The second sound test was conducted on Sunday, November 10. Blueprint 2000 hired Seibien and Associates with support from Scott Carswell Presents to conduct the test. See Attachment 3 for photos taken during the sound test.

In preparation of the test, over 2,450 surveys were mailed to all properties located within the boundaries of Magnolia Drive to the south and east, South Gadsden Street to the west and Tennessee Street to the north. Additionally, the survey was emailed to the current electronic project area distribution list (200 contacts) and was available to download from the Blueprint website. A media release announcing the sound test and availability to access and complete the survey electronically was distributed to local media outlets, city and county elected officials, the city executive team and the county communication team via email.

A total of 121 surveys were completed, 25 by U.S. mail and 96 electronically, i.e. by either email or the electronic survey tool. Of the responses received, 76 (62.8%) were from locations within a 3,000' radius of the amphitheater. See Attachment 4 for graphics illustrating the survey results.

The Seibien Associates, Inc. Sound Study, completed after the second sound test, was reviewed by the working group on February 13 and 20, 2014. Seibien's findings and recommendations are included as Attachment 5.

The following is the staff recommended approach to noise mitigation and sound level limits for the Capital City Amphitheater at Cascades Park. This approach takes into account the Cascades Park Working Group discussions, the February 13, 2014 Siebein Associates, Inc *Live Sound Test Acoustical Study* and the February 19, 2014 *Top Priorities of Myers Park and Woodland Drives Working Group Representatives For the IA Meeting of February 24, 2014*.

1. Establish a fund in the amount of $40,000 from Blueprint 2000 unallocated funds to provide sound monitors to be used in the neighborhoods and at the mix location that can alert the operator at the mix

when a specific sound level limit has been approached and/or exceeded. The monitor should also log the sound levels for each performance. This cost also includes recommended analysis of the data.

2. The City of Tallahassee is proposing to adopt a noise policy for the Capital City Amphitheater at Cascades Park to regulate the noise generated from all amplified events. This policy is intended to:
    a. Be adopted prior the first Capital Cascades Stage and Concert Series event (also called "touring or ticketed" event).
    b. Establish a trial period in which sound monitoring and neighborhood feedback can take place during up to six amplified house events and four touring events. Monitoring should occur at the mix location as well as attended monitoring at critical locations in the community by a qualified professional.
    c. Define maximum noise levels
        i. Consistent with the Siebein Associates, Inc sound level thresholds for amplified events at the Amphitheater, staff recommends:
            1. An initial sound level limit of 85 dBA and 95 dBC for the house system using the one second LA eq metric
            2. An initial sound level limit of 100 dBA and 108 dBC for the Capital Cascades Stage and Concert Series events using the one second LA eq metric; it should be noted that most ordinances do not specify a time metric, and limitations established for amphitheaters base their measurements on a time period of one to eight minutes.
    d. Be reviewed and adjusted as needed at the end of the trial period.

3. Continue dialogue with the working group through the trial period.

4. Should staff recommendations 1 and 2 prove to be unsuccessful in mitigating the impacts from the amphitheater, additional funding may be required to implement the following strategies:
    a. Changes to the audio system that could further reduce the level of sounds propagated off site
    b. Purchase and install fixed sound level meters in the neighborhoods
    c. Limitation of low frequency bass sounds, mainly those below 50 Hz
    d. Limit the number of touring events to no more than 10 in any 18 month period
    e. Construction of a sound barrier at targeted locations
    f. Retrofits on individual properties such as a localized barrier wall and upgraded glazing
    g. Others as identified.

OPTIONS:

Option 1: Provide additional funding of $297,000 for the circulation and parking improvements and $52,000 to complete the Cascades Park maintenance building renovations from Blueprint 2000 unallocated funds.

Option 2: Adopt Sound Study staff recommendation #1
Establish a fund in the amount of $40,000 from Blueprint 2000 unallocated funds to provide sound monitors to be used in the neighborhoods and at the mix location that can alert the operator at the mix when a specific sound level limit has been approached and/or exceeded. The monitor should also log the sound levels for each performance. This cost also includes recommended analysis of the data.

Option 3: Adopt Sound Study staff recommendation #3:
Continue dialogue with the working group through the trial period.

Option 4: Adopt Sound Study staff recommendation #4
Should staff recommendations 1 and 2 prove to be unsuccessful in mitigating the impacts from the amphitheater, additional funding may be required to implement the following strategies:

i. Changes to the audio system that could further reduce the level of sounds propagated off site
ii. Purchase and install fixed sound level meters in the neighborhoods

iii. Limitation of low frequency bass sounds, mainly those below 50 Hz
iv. Limit the number of touring events to no more than 10 in any 18 month period
v. Construction of a sound barrier at targeted locations
vi. Retrofits on individual properties such as a localized barrier wall and upgraded glazing
vii. Others as identified.

Option 5: IA direction

RECOMMENDED ACTION:
Approve:
Option 1: Provide additional funding of $297,000 for the circulation and parking improvements and $52,000 to complete the Cascades Park maintenance building renovations from Blueprint 2000 unallocated funds.

Option 2: Adopt Sound Study staff recommendation #1
Establish a fund in the amount of $40,000 from Blueprint 2000 unallocated funds to provide sound monitors to be used in the neighborhoods and at the mix location that can alert the operator at the mix when a specific sound level limit has been approached and/or exceeded. The monitor should also log the sound levels for each performance. This cost also includes recommended analysis of the data.

Option 3: Adopt Sound Study staff recommendation #3:
Continue dialogue with the working group through the trial period.

Option 4: Adopt Sound Study staff recommendation #4
Should strategies 1 & 2 prove to be unsuccessful in mitigating the impacts from the amphitheater, additional funding may be required to implement the following strategies:

i. Changes to the audio system that could further reduce the level of sounds propagated off site
ii. Purchase and install fixed sound level meters in the neighborhoods
iii. Limitation of low frequency bass sounds, mainly those below 50 Hz
iv. Limit the number of touring events to no more than 10 in any 18 month period
v. Construction of a sound barrier at targeted locations
vi. Retrofits on individual properties such as a localized barrier wall and upgraded glazing
vii. Others as identified.

Blueprint 2000 Project Definitions Report Consistency: This request is consistent with project summary for Map 3 Segment 2, Old St. Augustine Branch Redesign Apalachee Parkway to South Monroe.

Action by the CAC and TCC: The CAC voted unanimously in favor to approve additional funding of $200,000 from the Blueprint 2000 unallocated funds budget for the circulation and parking improvements to Bloxham Street and Gadsden Street. At the time of the CAC meeting, information regarding the thermoplastic stripping, the Cascades Park maintenance building and the sound study was not available. In addition, the CAC voted unanimously to allocate funding (undetermined amount) to the planning and development of an accessible and inclusive commemoration to Centennial Field in Cascades Park.

The TCC did not review this item.

ATTACHMENTS:
Attachment 1: February 2014 Aerial
Attachment 2: Park Circulation and Parking Improvement Project Graphic
Attachment 3: Sound Test Photos
Attachment 4: Survey Results from November 10, 2014 Sound Study
Attachment 5: Siebein and Associations Findings and Recommendations

#9 Cascades Park Update Attachment 3 Sound test photos.pdf (354 KB)

#9 Cascades Park Update Attachment 2 Bloxham_Gadsden.pdf (49 KB)

#9 Cascades Park Update Attachment 1 Feb Aerial.pdf (1,413 KB)

#9 Cascades Park Update Modification.pdf (117 KB)

#9 Cascades Park Update Attachment 4 Survey Results.pdf (2,138 KB)

#9 Cascades Park Update Attachment 5 Siebein Findings- Recom.pdf (69 KB)

APPENDIX #8

Report on Amphitheater Sound from Neighborhood Representatives
Cascades Park Working Group
April 20, 2015

At its meeting of February 24, 2014, following discussion of Gary Siebein's Live Sound Test Acoustical Study, the IA approved Sound Study staff Recommendations #1, 2,3, and 4.

We urge the city and county to move forward with Recommendation 4, which provides the following strategies if sound impacts from the amphitheater are not mitigated:

- Change the audio system to reduce the sound levels off-site.
- Purchase and install fixed sound level meters in the neighborhoods.
- Limit low frequency bass sounds, mainly those below 50Hz.
- Limit the number of touring events to no more than 10 in 18 months.
- Construct sound barriers at targeted locations.
- Retrofit individual properties with local barrier walls and upgraded glazing.
- Others as identified.

City staff can confirm that areas of both Woodland Drives and Myers Park neighborhoods are consistently impacted by sound from touring events. And that in some areas, local events at the amphitheater can be almost as intrusive. Concert sounds intrude into homes, limit the use of private outdoor space, and constitute a public nuisance.

We urge the city to

- Reduce the allowable sound levels by 5dBA and 5dBC at the mix for both touring and local events at the amphitheater, which will yield immediate results at no cost.
- Set decibel levels for P. A. systems at a maximum of 75 decibels at the amphitheater and throughout the park.
- Take other measures if necessary to maintain sound limits not to exceed 47 to 55 dBA and 65 dBC at residences, which are the numbers recommended by Gary Siebein.

We believe improvements to the amphitheater financed by the Reallocated Tourist Development Tax should serve to reduce sound intrusion into the neighborhoods.

Finally we ask commissioners to follow the Historic Preservation Element in the Comprehensive Plan, Policy 1.3.4, which provides "Tourism planning shall minimize the impacts of…noise." Much of the impacted area is a historic district.

Respectfully submitted,

Robert Lincoln Clay, Valerie Jean Conner, Vivian Young: Myers Park Neighborhood

Susan B. Campbell, Keith H. Gray, and Peter Stone: Woodland Drives Neighborhood

TALLAHASSEE – LEON COUNTY
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY
Meeting Minutes
June 22, 2015
3:00 pm, City Commission Chambers

MEMBERS PRESENT

County	City
Commissioner John Dailey	Mayor Andrew Gillum
Commissioner Bryan Desloge	Commissioner Scott Maddox, Chair
Commissioner Nick Maddox	Commissioner Curtis Richardson
Commissioner Bill Proctor	Commissioner Nancy Miller
Commissioner Mary Ann Lindley	Commissioner Gil Ziffer
Commissioner Jane Sauls	
Commissioner Kristen Dozier	

CITY/COUNTY STAFF

Wayne Tedder, PLACE	Allie Fleming, COT
Charles Hargraves, Blueprint 2000	Cathy Jones, Leon County
Shelonda Meeks, Blueprint 2000	Gary Zirin, Leon County
Autumn Calder, Blueprint 2000	Josh Pasqua, Leon County
Angela Ivy, Blueprint 2000	Turquoise James, COT
Dee Crumpler, COT	Vince Evens, COT
Gabriel Menendez, COT	Harry Reed, CRTPA
Lonnie Ballard, COT	Charla Lucas, COT
Cassandra Jackson, COT	Lee Daniel, Leon County
Anita Favors-Thompson, COT	Alan Rosenzweig, Leon County
Rick Fernandez, COT	Ryan Culpepper, Leon County
Ashley Edwards, COT	Scott Brockmeier, Leon County
Leigh Davis, Leon County	Gunilla Truell, COT

OTHERS PRESENT

Susan Emmanuel, QCA. Inc*	Dennis Cooper
Maribel Nicholson- Choice, Greenberg Traurig*	Mansley Kearsley
Drew Roark, Michael Baker*	Tom Wylde
Jeanie Conner	Peter Stone
Stan Makielski	Piers Rawling
Robert Clay	Sean McGlynn
George Smith	Dana Powell
Bonnie Gandy	Brian Bautista
Kyle Touchstone	Ken Misner
John Outland	Zoe Kulakowski

***** Indicates Blueprint 2000 Consultant

Commissioner Nick Maddox called the meeting to order at 3:07 pm with a quorum.

I. AGENDA MODIFICATIONS

There were two agenda modification packages with additional information on the original items number 4,9,10, and 12. Wayne Tedder also requested to add a discussion item on the possibility of an additional special IA meeting.

Commissioner Desloge moved to accept the modifications. It was seconded by Commissioner Miller. The motion passed unanimously with all members present.

II. INFORMATION ITEMS

1. CAC Meeting Minutes (February 5, 2015)

This item was presented as informational only.

2. Project Updates

This item was presented as informational only.

III. CONSENT ITEMS

3. IA Meeting Minutes (April 1, 2015)

RECOMMENDED ACTION:
Option 1: Approve minutes as provided.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Scott Maddox moved approval of the consent agenda. Commissioner Ziffer seconded the motion. It passed unanimously with all members present.

4. Acceptance of FY 2014 Comprehensive Annual Financial Report (CAFR) and Appropriation of FY 2014 Operating Fund Balance

RECOMMENDED ACTION:
Approve Option 1: Accept the FY 2014 CAFR and approve additional appropriation to the FY 2015 Operating Budget of $3,635 for encumbrances and $8,702,973 for transfer to the Capital Projects Fund.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Scott Maddox moved approval of the consent agenda. Commissioner Ziffer seconded the motion. It passed unanimously with all members present.

5. Adoption of Title VI and ADA Policy and Grievance Procedures

RECOMMENDED ACTION:
Approve Option 1: Approve and adopt the Blueprint 2000 Title VI Non Discrimination Policy and Grievance Procedure.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Scott Maddox moved approval of the consent agenda. Commissioner Ziffer seconded the motion. It passed unanimously with all members present.

6. Designation of Blueprint 2000 Clerk and Records Storage

RECOMMENDED ACTION:
Approve Option 1: Designate the City of Tallahassee Treasurer-Clerk, Mr. James O. Cooke, IV or his successor as the Clerk of the Blueprint 2000 Agency.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Scott Maddox moved approval of the consent agenda. Commissioner Ziffer seconded the motion. It passed unanimously with all members present.

7. Status of Blueprint Bond Counsel, Bond Disclosure Counsel, and Financial Advisor

RECOMMENDED ACTION:
Accept Staff's Report.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Scott Maddox moved approval of the consent agenda. Commissioner Ziffer seconded the motion. It passed unanimously with all members present.

IV. PRESENTATIONS/ACTIONS/DISCUSSIONS

8. Election of Intergovernmental Agency Vice-Chair

RECOMMENDED ACTION:
The Agency is to conduct an election for a Vice-Chairperson in accordance with the approved By-Laws.

Commissioner Lindley nominated Commissioner Ziffer as Vice-Chair. Commissioner Ziffer accepted. **Commissioner Richardson seconded the motion. It passed unanimously with all members present.**

9. Cascades Park Amphitheater Sound Study Update

Wayne Tedder presented on the agenda item.

Vivian Young, 411 Oakland Drive, urged the IA to consider three recommendations and authorize staff to move forward on (1) construction of an appropriate physical barrier to lessen impacts from local events, (2) replacement of the existing, but not utilized, house system with a professionally designed sound system to minimize the impacts, and (3) that the sound curtain be used for regional touring events. She encouraged the use of a professionally designed and calibrated speaker system, as described by Acoustics By Design.

Piers Rawling, 1320 Golf Terrace Drive, reemphasized the comments of Ms. Young. He further stated that the Neighborhood Association was pleased at the possibility of a berm being explored. Regarding the house system, he understood that they were temporary and set lower. He suggested having directional speakers explored, to use the house system as originally intended.

RECOMMENDED ACTION:
Approve Option 1: IA Direction

Commissioner Lindley moved the following sound mitigation options: staff study the cost and effects of a berm and directivity speakers for local events. She would not go along with any of the other suggestions however, would like a cost evaluation of those two items. **Commissioner Miller seconded the motion.**

Commissioner Dozier supported the motion on the floor. She requested that staff study speaker systems for both local and touring events. Regarding the berm she stated that she was interested in completing it as quickly as possible, if it proved to be a good solution. She felt that from the evidence available it was. She wondered if it would be possible to have the evaluation completed by the next IA meeting. Mr. Tedder stated that he was unsure of the timing, particularly if Blueprint had to go through the procurement process to hire a specialist. The most important piece however, was approval of funding to complete the task of evaluation of the berms and directivity of the house system speakers. He estimated that $25,000 would allow the study to be complete. **Commissioner Lindley amended the motion to include a $25,000 cap on the study**. Mr. Tedder stated that it would come from unallocated funds.

Commissioner Dozier further requested a separate motion to use the curtain at all times, unless there is an exception, at least until a better analysis was available for advanced decisions. Furthermore, when the BOCC considered the sound report at the County Commission meeting, they agreed that the $250,000 should go toward sound mitigation rather than restroom facilities or others. The $508,000 reimbursement from the City for the demolition of the John's building, could be contemplated in it, however she did not want to see the green rooms eliminated, and the future redevelopment of the Meridian Point Building.

Commissioner Miller stated that she supported the motion because she was interested in determining what the berm would mean to the park and the IA. Secondly, regarding the house system, she understood that it had not been used. Instead, a system from Parks and Recreation was used for local events. If that was the case, she requested that it be included in the evaluation. On the curtain, she felt that use of it should be strongly recommended rather than required.

Commissioner Ziffer agreed and encouraged that the language be such that any exceptions be extraordinary circumstances. He further stated that he did not support the dilution of the stage committee for the neighborhood. If there was an absolute desire to add representatives from FSU, FAMU, and TCC he felt that there should be a percentage increase from the neighborhoods so that the overall percentage was maintained. Commissioner Miller stated that she felt a member from the Downtown Improvement Authority be included in the stage committee because the DIA held a number events and it was in their jurisdiction.

Commissioner Lindley clarified that the motion did not involve the stage committee and called the question. It was seconded. The motion was restated for clarity:

Commissioner Lindley moved the following sound mitigation options: staff evaluate the cost and effects of a berm and directivity speakers for local events; to include a $25,000 cap on the study. Commissioner Miller seconded the motion. The motion passed unanimously.

Commissioner Dozier moved to require the curtain be used in all cases unless a reasonable exception be noted by the promoter. Also for further documentation at the next IA meeting regarding the impact of the curtain and why it may or may not work at certain times. Commissioner Ziffer seconded the motion.

Commissioner Proctor stated that in reviewing the list of complaints and associated addresses, the protests were consistently from the same few people. Overall, considering the size and density of the neighborhoods he felt that the percentages were great. Some people would oppose any show or any performance, including the Pope. The consistency of the protestors exceeded his ability to appreciate exactly who the IA was trying not to disturb. It was an amphitheater designed for concerts and making noise. The numbers produced from monitoring local and touring shows indicated that the decibel levels were lower and complaints were reduced to an average of four, down from 14, per show. He felt that staff was doing an excellent job and overall had come a long way.

The motion passed unanimously.

Commissioner Ziffer stated that the Interlocal Agreement, for the Amphitheater, needed to be voted on. Again he expressed his objection to the dilution of the stage committee. Commissioner Scott Maddox stated that he agreed with Commissioner Ziffer's objection. Local government had a tendency to include FSU, FAMU, and TCC in everything. Their job was to educate young people not be on a stage committee at Cascades Park. He did not understand why either commission continued to involve the universities in local government problems.

Commissioner Miller also agreed with not including the universities. Furthermore had expressed from the beginning that the Park was for the whole of Tallahassee. Not to cater to university students. She felt strongly that there were plenty of venues closer to any of the three campuses filled with lots of exciting activity already going on. However, she did want to include a representative from DIA. She asked for some background on the origin and reason for the suggestion.

Ashley Edwards, Director of Parks and Recreation, stated that the suggestion came from Lee Daniel at the Tourism Development Counsel and other members of the stage committee to involve the Student Activities representative. On a few occasions, Student Activities were co-promoters on the shows helping with planning and implementation. This and the potential funding they could bring in co-promotions. The other suggestion, which was inadvertently omitted from the City's agenda item, was that the KCCI seat be made permanent. The original stage committee meeting agreement called for that seat to rotate off after two years; the position to be filled alternately by City and County recommendations.

Commissioner Richardson agreed and stated that the neighborhood should be given preference because they were much more directly impacted. He also supported the inclusion of DIA and a permanent seat for a KCCI representative. Even with the co-promotion support, he questioned if it was necessary to include the universities on the committee; it was operating well without them at the table. Ms. Edwards stated that it was not a Parks and Recreation recommendation and she did not feel it appropriate to speak for Mr. Daniel or the TDC. As she understood it, co-promotion activities were on-going without a seat on the committee. Certainly it could continue.

Commissioner Richardson moved to maintain the current makeup of the stage committee with the inclusion of a seat for the DIA and a permanent seat for KCCI. Commissioner Miller seconded the motion.

Mayor Gillum stated that, for the sake of order, he was unsure whether the IA was the appropriate body to vote on the item. Furthermore, the item had not been advertised for that evening. He questioned if there was a reason not to agenda it for the next City Commission meeting. Commissioner Ziffer was agreeable to tabling it until the City Commission meeting.

Commissioner Lindley stated that a motion to do nothing, what they were currently doing. Commissioner Dozier supported it even though she was lukewarm about the permanent inclusion of KCCI because it was a much larger organization. In the future she wanted to ensure that someone connected to the work, not just general KCCI, be included.

Commissioner Miller shared that her daughter was the current Executive Director of KCCI. She stated that she had a broader interest in Cascades Park and how it function and did not feel that it was a conflict. However, she requested that the Board Attorney give a formal ruling. Maribel Nicholson-Choice stated that it did not constitute a conflict.

Commissioner Ziffer offered a point of clarification: at the previous City Commission meeting it was stated that action would be taken on the item at the IA meeting because it dealt with the

Interlocal Agreement. The BOCC would need to address it as an individual body as well. Mayor Gillum stated that his only point was to ensure that the IA was in procedural compliance.

Commissioner Desloge stated that he understood and supported the discussion. However, he did not want to second guess staff. He would like to see staff or the City Manager or County Administrator reach out the universities, etc. to learn if there was a better way to proceed before the IA making a recommendation rather than the Board trying to wordsmith it to death.

Commissioner Miller stated that she understood Commissioner Desloge's point and questioned if the IA could conceivably vote on the inclusion of the two on the table with staff addressing the three universities in the future. Commissioner Richardson did not accept the amendment to the motion.

The motion passed unanimously.

10. Proposed Lake Lafayette Sensitive Land Purchase

Autumn Calder and Wayne Tedder presented the item to the Board.

John Outland, 1562 Tung Hill Dr, stated that the Bucklake Alliance preferred Option 2 as it was the one they put forward. They could accept option 1 requested that the Board not hamstring their organization from moving forward with the Florida Forever funding and project to acquire additional lands. They would happily accept Blueprint money to acquire the land along the lakeshore for a trail. But absolutely did not want the item to prevent them from moving forward should there be a willing seller of the property.

Sean McGlynn, 568 Beverly Ct, stated that he was speaking on behalf of the Wakulla Springs Alliance as the Chairman and as the Vice-President of Friends of Wakulla Springs. Florida Forever agreed to purchase the parcel and made it a top priority for the protection of Wakulla Springs. One third of the stormwater from Tallahassee community drained to the Fallschase sinkhole. It was the largest in all of Leon County and as far as every model was concerned was a direct connection to Wakulla Springs through the Flordian Aquifer. By protecting the slopes, properties, and springs around the sinkhole would connect the Lake Lafayette chain of lakes and allow for public access to an otherwise isolated property.

Zoe Kulakowski, 1320 Blockford Ct, stated that there were a number of groups that were in favor of and supported the purchase of the entire 373-acre tract. The Florida Wildlife Federation agreed to manage the property and she thought submitted a letter of support to the IA as well. The Apalachee Audubon was in support because of the aquatic birds and the Great Florida Birding Trail and the Tallahassee Mountain Bike Club because of development of new trails.

Commissioner Proctor stated that he could not support the request. As the top priority of Florida Forever the funding was available through them. Furthermore the project was never envisioned to be part of the Blueprint program or funds. He found it interesting that the DRI took the route

of environmental fear tactics to prevent development. The property was vetted through a strenuous process, unlike any other property in the county. Whether the property was conserved by Florida Forever or developed to its fullest measure, of which the rights had previously been secured, it was supposed to meet the environmental needs of Lake Lafayette. That issues was settled long ago and it was difficult to be moved by the pleas for protection. Furthermore, preempting a failed development was not the business of the IA. The County received property and had not met their commitments to environmental integrity of Lake Lafayette. To authorize $750,000 when over the last 9 years, the County had failed to implement the basic obligations was simply not an action he could support.

Commissioner Dozier moved Option 1; it was seconded by Commissioner Desloge.

> **RECOMMENDED ACTION:**
> **Approve Option 1:** Staff recommends allocating up to $750,000 to match the Florida Forever grant to purchase the approximately 50 acres along the north shore of Lake Lafayette within the Fallschase Planned Unit Development. Depending on the value of the property and the Florida Forever match, it is estimated that the Blueprint contribution would be between 40% ($500,000) and 60% ($750,000) of the total contract price. The exact acreage and location will be determined by Leon County Public Works and Blueprint 2000 in conjunction with Buck Lake Alliance. Additionally, staff recommends allocating $300,000 in Fiscal Year 2017 to construct the trail system consistent with the 2020 Lake Lafayette and St. Marks Regional Linear Park project and to erect fencing and signage to protect the natural and cultural assets of the property.

Commissioner Dozier stated that she supported development within the USA. However, she was concerned by the long-term cost of managing the property. Should Florida Forever fund the entire purchase it would be grate yet would raise additional questions such as the management cost of Florida Wildlife Federation. She thought that it was appropriate for the IA to begin with the acquisition of the proposed acquisition of 50-acres and developing a park there. As well as connect it around the lake as envisioned in the sales tax extension.

Commissioner Miller stated that in reading the original Blueprint referenda and considered them to be contracts with the public and continued to advocate for the original proposals so that the IA delivered on the promises that were made. She supported option 1; it was a good start and would complete the vision of the trail around the lake and ultimate across the county.

Commissioner Scott Maddox stated that his concerns were over the purchase price. He felt that $30,000 per acre for the Blueprint portion was too high. He could support the motion because it would take the project beyond the first step and nothing would happen unless it was under appraised value.

Commissioner Proctor, clarifying his understanding, stated that Blueprint would acquire the property from a private individual and designate the County as the source to maintain. Wayne Tedder stated that if they were successful in using Blueprint funds to leverage the purchase, he assumed that the Bucklake Alliance would play a major role in the deal with the State. The funds

would be used to provide the leveraged amount, the match, and the construction of a trail system. It would fall to the County to maintain because it was outside of the City limits. It was consistent with the Blueprint 2000 and Blueprint 2020 programs. A supermajority vote would not be required because it was consistent with the policies that were in place.

Commissioner Richardson appreciated Commissioner Proctor's position however felt it was consistent with what was envisioned 15 years earlier when the Blueprint 2000 program was developed. For that reason he supported the item.

The item passed 11-1 with Commissioner Proctor casting the dissenting vote.

11. Proposed FY 2015 Blueprint Operating Budget

Wayne Tedder stated that the item was for review and did not require action. He offered a detailed presentation but the IA declined.

RECOMMENDED ACTION:
Review and comment on the FY 2016 Operating Budget.

Commissioner Desloge requested staff to bring back recommendations on how Blueprint could provide a match to funding received from the State Legislature for Orchard Pond Trail. He felt it was in line with Blueprint projects and would be requesting an item be present on it in the future.

12. Proposed FY 2015-2019 Blueprint Capital Improvement Plan and FY 2015-2020 Net Sales Tax Allocation Plan

Wayne Tedder stated that the item was for review and did not require action. He offered a detailed presentation but the IA declined.

Commissioner Miller questioned the long-term plan for Magnolia because the amount listed did not seem like enough to her. Mr. Tedder stated that $6.15M was allocated in April from Landbank for greenways construction. The total amount estimated was just over $8M. Blueprint was requesting to allocate what was currently available and return to the IA for additional allocations as funds became available.

RECOMMENDED ACTION:
No action is required, but the Board may desire to provide further direction to staff.

V. CITIZENS TO BE HEARD

Included above with the item discussions.

VI. ITEMS FROM MEMBERS OF THE COMMITTEE

Wayne Tedder stated that County Administration requested that the IA consider a special meeting prior to the summer break of both Commissions. The City, County, and the Economic Development Counsel requesting designation of 2020 Economic Development funds for the purposes of expanding local business. He did not have details available however he understood that it was a time sensitive issue.

Commissioner Dozier stated that she had discussion with the County Administrator prior to the Board meeting and there was an Economic Development project that they would not discuss the details of however she assumed that the particular piece requested was not under Economic Development restrictions.

Commissioner Proctor questioned why the Board could not, at the very least, know the name of the project. Commissioner Dozier stated that when local government was recruiting a business to Tallahassee, the name was not disclosed because of negotiations.

Commissioner Nick Maddox requested that Alan Rosenzweig, Assistant County Administrator approach the podium to address Commissioner Proctor's question.

Commissioner Dozier stated that she would struggle to answer the question without revealing too many details. In another role, she was aware of the project. Her concern was that it would be akin to opening Pandora's Box on the 12% prior to working through the process of the economic development funds. She felt that it was a good project for the Board and a good company to work with.

Commissioner Scott Maddox interjected with a point of order. Commissioner Dozier was discussing whether or not to have another meeting to discuss and item that no other member of the Board had any background information on, nor an agenda item in front of them to reference and frankly, did not understand. He stated that the Board should either elect to discuss it as a full agenda item at the next IA meeting or not talk about it at all.

Commissioner Dozier stated that she understood however her comments and request for clarification on level of detail was to communicate to staff that she would like to see certain information included. Of course though, she had been more involved with it because of the other role she filled. She stated that should the Board agree to have a special meeting to consider the unnamed project she hoped that all details about past and future relationships be included . She wished she could articulate that more because she felt there were many details that the IA needed to see.

Commissioner Nick Maddox stated that he felt and the Board Attorney confirmed that the conversation was out of order. A motion was required for the discussion to continue.

Commissioner Ziffer moved to have a meeting to discuss the item regarding the unnamed project. It was seconded by Commissioner Desloge.

Commissioner Dailey and Commissioner Lindley requested clarification of what exactly was being asked of the IA. Commissioner Scott Maddox stated that he thought what was being said was that there might be an economic development opportunity that would require the IA to meet again in order to hear it. His thinking was that the Chair, had the ability to call a meeting anytime he wished without formal action from the Board. Should the existence of the issue come to pass and a meeting was necessary, Commissioner Nick Maddox could call it.

Commissioner Nick Maddox stated that he made a valid point. However there was a motion on the floor to for a meeting.

Commissioner Dailey questioned if anyone had any idea of the timing over the summer. Furthermore it put a tremendous amount of responsibility in the hands of those who might or might not be able to make a meeting on a subject that the Board had no idea what they were talking about. He felt extremely uncomfortable moving forward with the request and was still not clear on what the official request was from the City or County. Was it to fast forward 2020 funds for and economic development project out of the 12% set-aside?

Commissioner Daily further stated that it was his understanding that the IA made it exceptionally clear at the April 1, 2015 IA meeting that there was no interest in fast-forwarding <u>any</u> funds out of 2020. Given that, he was exceedingly unclear why the recommendation was even before the Board. He was beyond hesitant to move forward. That was not a reflection on the project or the value of collaboration and partnership however, to have a conversation specifically about fast-forwarding 2020 funding in a tremendously tight time frame where some, if not many, might not be able to attend a special meeting due to prearranged summer schedules.

Maribel Nicholson-Choice confirmed the earlier statement by Commissioner Scott Maddox that the Chair could call a meeting as necessary without formal action by the Board. With that, Commissioner Nick Maddox stated that he was uncomfortable given the lack of information forthcoming. The questions asked by Commissioner Dozier asked could not even be answered by County Administration. **He requested that the motion be withdrawn and that the decision to call or meeting or not be left to his discretion. Commissioner Desloge seconded the request.**

Commissioner Proctor questioned if the Chairman could be privy to the subject of the meeting. Commissioner Nick Maddox stated that he certainly hoped so. Mr. Tedder agreed and summarized the goals as he understood them: (1) to have a special IA meeting prior to the Commissions summer breaks. (2) During the strategy for implementing the 2020 program, there was a caveat that if other opportunities became available, staff would address specific criteria prior to presenting to the IA. One being leveraged funds. Another would be other things that were important to the community for economic development. These guidelines, previously adopted by the IA, would be followed and a staff report would be provided. Those details would have to be available to call a meeting.

Commissioner Nick Maddox stated that if a meeting were to be held, a minimum of two weeks would be necessary to allow for individual briefings of all Commissioners.

VII. ADJOURNMENT

There being no further business, Chairman Maddox adjourned the meeting at 4: 45 pm.

APPROVED:

_____
Nick Maddox
Chair of Blueprint 2000 IA

ATTEST:

_____
Shelonda Meeks
Secretary to Blueprint 2000 IA

Agenda Item Details

Meeting	Mar 23, 2016 - City Commission Meeting
Category	9. CONSENT
Subject	9.03 Approval of Amendment to Capital City Amphitheater Interlocal Agreement with Leon County -- Ashley Edwards, Parks, Recreation and Neighborhood Affairs
Type	Action (Consent)
Preferred Date	Mar 23, 2016
Fiscal Impact	No
Budget Source	N/A. The City Attorney's Office has reviewed this agenda item and concurs with this recommendation.
Recommended Action	Option 1 - Authorize the Mayor to execute the First Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County, regarding programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park.

For more information, please contact: Ashley Edwards, Director - Parks, Recreation and Neighborhood Affairs Department, 850-891-3853.

Statement of Issue

Approval is requested to authorize the Mayor to execute the First Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County regarding programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park. The amendment reflects the following items that were approved at the Intergovernmental Agency meeting on June 22, 2015:

1. After 18 months of operation, permit 10 concerts a year for the remainder of the five year term of the agreement.
2. Expand the STAGE Committee to include the director of the Downtown Improvement Authority, or their designee, and modify KCCI's membership to a permanent position.
3. Include a statement of intent to use the stage curtain during all performances and sound checks.
4. Require that no event start earlier than 8:00 AM on any day of the week.

Recommended Action

Approve Option 1 - Authorize the Mayor to execute the First Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County, regarding programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park.

Fiscal Impact

N/A. The City Attorney's Office has reviewed this agenda item and concurs with this recommendation.

Supplemental Material/Issue Analysis

History/Facts & Issues

At their meeting on May 12, 2015, the Leon County Commission accepted a report from the Strategic Team for Amphitheater Grand Entertainment (STAGE) Committee on the first year of operations of the Capital City Amphitheater Concert Series, and voted to propose changes to the Capital City Amphitheater Interlocal Agreement (Attachment #1). The current agreement allowed for 10 concerts within the first 18 months of operation (March 2014-September 2015). The County proposed that after this period, 10 concerts a year be permitted for the remainder of the five year term of the agreement. They also voted to expand the STAGE Committee to include the director of FSU, FAMU, and TCC's Student Activities Departments, or their designee and to modify KCCI's membership to a permanent position similar to the other partner organizations. Based on feedback from staff and the Cascades Park Working Group, City staff also recommend amendments that would require full use of the stage curtain during all performances and sound checks, and revise the permitted start times of events to no earlier than 8:00 AM on any day of the week.

On June 17, 2015, the City Commission reviewed an agenda item that requested approval for changes to the Interlocal Agreement based on the County Commission's requested amendments and additional amendments recommended by City staff. The item was deferred until the June 22 IA meeting. At that meeting, approval was given to amend the Interlocal agreement to reflect the following:

1. After 18 months of operation, permit 10 concerts a year for the remainder of the five year term of the agreement.
2. Expand the STAGE Committee to include the director of the Downtown Improvement Authority, or their designee, and modify KCCI's membership to a permanent position.
3. Include a statement of intent to use the stage curtain during all performances and sound checks.
4. Require that no event start earlier than 8:00 AM on any day of the week.

Approval is requested to authorize the Mayor to execute the First Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County regarding programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park (Attachment #2)

Options

1. Authorize the Mayor to execute the First Amended and Restated Interlocal Agreement between the City of Tallahassee and Leon County regarding programming for the Capital Cascades Stage and Concert Series at the Capital City Amphitheater at Cascades Park

   Pros: The Interlocal Agreement will be revised to reflect needed changes regarding the Capital Cascades Stage and Concert Series.

   Cons: This amendment would allow more concerts to be permitted each year than have previously been allowed, which, surrounding neighborhood representatives have objected to.

2. Provide alternative direction.

   Pros:

   Cons:

Attachments/References

Interlocal Agreement
First Amended and Restated Interlocal Agreement

Interlocal Agreement.pdf (192 KB)

First Amended and Restated Interlocal Agreement - Redlined.pdf (223 KB)

Leon County
Board of County Commissioners

Notes for Agenda Item #8

Leon County
Board of County Commissioners
Cover Sheet for Agenda #8

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Report on the Establishment of an Arts, Cultural and Heritage Advisory Committee under the Tourist Development Council

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director, Department of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director, Tourism Development Chris Holley II, Assistant to the Director

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Accept the report on the establishment of an Arts, Cultural, and Heritage Advisory Committee under the Tourist Development Council and take no further action.

Report and Discussion

Background:

During the March 8, 2016 meeting, the Board requested staff to bring back an agenda item examining the creation of an Arts, Cultural and Heritage Advisory Committee under the Leon County Tourist Development Council (TDC) to monitor the implementation of the Cultural Plan due to the anticipated sunset of the Cultural Plan Advisory Committee (CPAC). This item provides an overview of the role of the County's designated local arts agency, the Council on Cultural and Arts, its relationship with the TDC, and the representation of arts, culture, and heritage interests within the existing TDC structure.

In 1976, the State of Florida authorized each county to create a fine arts council to act as the local arts agency of their county. A Cultural Resource Commission (CRC) is authorized by Florida Statute 265.32 for the following purposes (Attachment #1):

(a) Stimulating greater governmental and public awareness and appreciation of the importance of the arts to the people of Florida.

(b) Encouraging and facilitating greater and more efficient use of governmental and private resources for the development and support of the arts.

(c) Encouraging and facilitating opportunities for Florida residents to participate in artistic activities.

d) Promoting the development of Florida artists, arts institutions, community organizations sponsoring arts activities, and audiences.

(e) Surveying and assessing the needs of the arts, artists, arts institutions, community organizations sponsoring arts activities, and people of this state relating to the arts.

(f) Supporting and facilitating the preservation and growth of the state's artistic resources.

(g) Contracting for artistic services, performances, and exhibits.

(h) Developing a center or complex of physical facilities for the use of the arts.

(i) Providing financial and technical assistance to artists, arts institutions, and audiences.

(j) Otherwise serving the citizens of the county and state in the realm of the arts.

In 1985, under the authority of Section 265.32, Florida Statutes, the Board of County Commissioners declared, through a resolution, that the Tallahassee-Leon County Cultural Resources Commission would function as the designated local arts agency in the City of Tallahassee and Leon County. The Board of County Commissioners entered into an interlocal agreement with the City of Tallahassee to establish the CRC (Attachment #2). A review of the CRC during the 2002 cultural planning effort resulted in a recommendation that the agency change its name to better reflect its mission. In 2003, the Tallahassee-Leon CRC became the Council on Culture and Arts (COCA).

On January 23, 2004, the County entered into an agreement with COCA for the implementation of the Cultural Plan, which defines the goals, objectives and strategies, as well as identifies funding and actions that will strengthen the community's arts, culture and heritage to enhance our region's quality of life and economic development.

COCA is a non-profit organization that serves as the facilitator and voice for the arts and cultural industry in Florida's capital area. Its overarching efforts include supporting local artists, arts organizations and arts educators; facilitating access to the cultural arts; and promoting the arts and culture to citizens and visitors of the County and surrounding areas. Its stated mission "is to serve as a catalyst for development and support of the arts and culture in Florida's capital region." COCA's bylaws adhere to the requirements presented in Florida Statutes 265.32 as described above. As the County's designated local arts agency, COCA is responsible for organizing opportunities for residents to participate in artistic activities, and promoting the development of resident artists, arts activities, and implementing the Cultural Plan.

In accordance with the Florida Statutes, COCA is governed by a board of directors that directs the goals and strategies to effectuate the mission and purpose of the organization. As specified in the bylaws, this 15 member voluntary Advisory Board of Directors is mutually appointed by the City and County. The County Commission appoints eight members and the Mayor appoints seven members. Membership of the Council shall include:

- Two members who are practicing artists,
- Two members from the heritage community,
- One member from each of the following areas: volunteer, business/economic development, tourism, finance, or marketing industries.

In addition to the 15-member board, the Presidents of FSU, FAMU, and TCC, along with the Superintendent of Leon County Schools, appoint a liaison to serve in a non-voting ex-officio capacity. A member from the County and City Commissions also serve on the COCA Board of Directors.

Analysis:

In October of 2012, the County and City Commissions approved a process to update the 2003 Cultural Plan by appointing an 18-member Cultural Plan Review Committee (Committee) to review the original Cultural Plan, assess the status of plan implementation, determine what portions of the plan needed to be updated or omitted based on changes that had occurred, and provide recommendations to the County and City Commissions on modifications to the plan objectives. Staff support for the Committee was provided by the City as the County was providing staff support to the Sales Tax Committee at that time. The Committee met for one year before unanimously approving the Cultural Plan Update in December 2013.

On February 11, 2014, the Board held a workshop to receive the Committee's Final Report on the updated Cultural Plan (Attachment #3). The Board received presentations by members of the Committee and County staff on the findings and recommendations identified in the report, which included 45 recommendations over four separate program areas. The Committee discussed its

recommendation for the County and City to create a citizens' CPAC that would continue to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. The proposed CPAC would report on the progress of the Cultural Plan to the County and City Commissions on an annual basis and was to be staffed by the County and/or City. Further, the recommendation explicitly stated that the CPAC would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan."

The staff analysis from the February 11, 2014 workshop identified the creation of this standalone advisory committee, to be staffed by the County and/or City, as "problematic" due to its potential conflict with the recognized local arts agency and volunteer board that is contractually charged by the County for the implementation of the Cultural Plan. The Division of Tourism Development serves as the contract manager for the County's agreement with COCA and regularly receives input and guidance from COCA on tourism and cultural matters. Staff found that COCA's professional staff and volunteer board, mostly appointed by the County and City Commissions, should bear the responsibility of implementing the Cultural Plan as spelled out in its agreement with the County. As such, the Board approved the staff recommendation to encourage COCA to establish and staff the CPAC to review the implementation of the Cultural Plan rather than a standalone advisory committee that lacked authority and oversight powers.

Following the Board's approval of the Cultural Plan and guidance regarding the proposed advisory committee, COCA established the Capital Area CPAC and its membership in the spirit of the Cultural Plan. The CPAC's charge has been to prioritize elements of the Cultural Plan and establish a budget necessary to implement aspects of the plan. Based on the Cultural Plan, the CPAC is scheduled to sunset in August 2016. As a committee supported and staffed by COCA in the spirit of the Cultural Plan, the COCA Board and the CPAC are currently discussing how they wish to proceed with the future role of the CPAC (meeting frequency, membership changes, etc.). The Board last received a presentation from COCA on the implementation of the Capital Area Cultural Plan at its workshop on September 15, 2015 (Attachment #4).

Leon County Government has budgeted $1.3 for COCA in FY 2016 for the implementation of the Cultural Plan through the support of cultural arts, $1.15 million of which is derived from bed tax revenue. The TDC is appointed by the County Commission to oversee the spending of tourism funds including the tourism annual marketing plan and COCA's funding. The membership of the TDC often includes representatives of local arts, culture, and heritage organizations, several of whom (past and present) were closely involved in the development of the 2014 Cultural Plan Update. The current membership of the TDC includes the Executive Director of COCA, serving in a non-voting ex-officio capacity, and two contributors to the 2014 Cultural Plan Update:

- Marion McGee (The Riley House Museum)
- Russell Daws (Tallahassee Museum of History and Natural Science)

The County's contractual agreement with COCA as the statutorily designated local arts agency, the management of that agreement by the Director of Tourism Development, and the Board's appointment of volunteers to both the TDC and the COCA Board (City appointments too) all provide for an environment that encourages collaboration for arts, cultural, and heritage efforts in support of the Cultural Plan. Furthermore, COCA supports and staffs the CPAC and is currently discussing the continuation of that committee in order to continue evaluating the progress of the plan. The establishment of a separate Arts, Cultural, and Heritage Advisory Committee under the TDC, to be staffed by the County, would be contrary to the Board's direction from the February 11, 2014 workshop and would result in two separate bodies providing guidance on arts and culture, including the Cultural Plan. Given these factors and the existing representation of arts, culture, and heritage interests on the TDC and COCA, staff does not recommend establishing a separate Arts, Cultural, and Heritage Advisory Committee under the TDC at this time. However, the Board may wish to encourage COCA to continue utilizing CPAC in evaluating the progress of the Cultural Plan.

Options:

1. Accept the report on the establishment of an Arts, Cultural, and Heritage Advisory Committee under the Tourist Development Council and take no further action.
2. Accept the report and direct staff to prepare an Enabling Resolution to establish an Arts, Cultural, and Heritage Advisory Committee under the Tourist Development Council.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Florida Statutes 265.32
2. Interlocal Agreement between the City of Tallahassee and Leon County regarding COCA
3. February 11, 2014 Workshop on the Cultural Review Committee's Final Report on the updated Cultural Plan
4. September 15, 2015 Workshop on the implementation of the Capital Area Cultural Plan

Select Year: 2015 Go

The 2015 Florida Statutes

Title XVIII PUBLIC LANDS AND PROPERTY	Chapter 265 MEMORIALS, MUSEUMS, AND ARTS AND CULTURE	View Entire Chapter

265.32 County fine arts council.—

(1) COUNTY AUTHORITY TO CREATE; PURPOSE.—Each county of the state is hereby vested with the authority to create a county fine arts council, hereinafter referred to as "council" or "arts council," a public agency corporate and politic, for the purposes of:

(a) Stimulating greater governmental and public awareness and appreciation of the importance of the arts to the people of Florida.

(b) Encouraging and facilitating greater and more efficient use of governmental and private resources for the development and support of the arts.

(c) Encouraging and facilitating opportunities for Florida residents to participate in artistic activities.

(d) Promoting the development of Florida artists, arts institutions, community organizations sponsoring arts activities, and audiences.

(e) Surveying and assessing the needs of the arts, artists, arts institutions, community organizations sponsoring arts activities, and people of this state relating to the arts.

(f) Supporting and facilitating the preservation and growth of the state's artistic resources.

(g) Contracting for artistic services, performances, and exhibits.

(h) Developing a center or complex of physical facilities for the use of the arts.

(i) Providing financial and technical assistance to artists, arts institutions, and audiences.

(j) Otherwise serving the citizens of the county and state in the realm of the arts.

The purposes provided by this section are hereby deemed to be public purposes.

(2) MEMBERSHIP AND ORGANIZATION.—

(a) Initial members of the arts council shall be appointed by the board of county commissioners and shall be selected in such manner as to assure that the general arts needs of the people in the county may best be served. It shall be remembered that each council member will be charged with the responsibility of serving the best interests of the arts in the county within the purposes of this act, and no council member shall view his or her role as that of representing any particular geographic area of the county, interest group, arts institution, community organization, or audience. No individual committed to, or owing allegiance to, any particular arts faction shall be eligible to serve on the council.

(b)1. If a county is creating a council under the provisions of this act, the arts council shall consist of 15 members. Vacancies which exist on the council shall be filled by the board of county commissioners. However, in filling any vacancy which occurs, the board of county commissioners shall select the replacement council member from a list of three candidates to be submitted by the remaining members of the council. In the event that none of the three candidates suggested meets commission approval, the council shall submit another and entirely different list for commission consideration. This process shall continue until a suitable

replacement has been found to fill the existing or anticipated vacancy.

2. The council shall make the general public aware of any vacancy which occurs, or which is expected, by complying with the notice and publication requirements established in paragraph (f). The council shall then consider suggestions or recommendations made by members of the public; representative civic, labor, and cultural associations; and groups concerned with encouraging the development and appreciation of the arts before submitting any list of candidates to the board of county commissioners.

3. There shall be an ex officio member who shall be a member of the board of county commissioners to be designated by it. The council may authorize additional ex officio members from any municipality within the county which it determines deserves representation, and any such member shall be designated by the city commission from its membership. The council may also authorize other ex officio members from the general public when such membership will serve the best interests of the arts and help carry out the objectives and duties of the council.

(c) The term of office for each member shall be 4 years. All members of the council shall be qualified electors residing in the county.

(d) No council member who serves two full terms shall be reappointed to the council during the 2-year period following expiration of his or her term.

(e) No council member may receive compensation for his or her services, but each member may be reimbursed in accordance with chapter 112 for actual expenses necessarily incurred in the performance of his or her duties.

(f) For purposes of this section, notice and publication requirements shall be deemed to have been met by daily advertisement in a newspaper, or in any of the electronic media, with countywide circulation or exposure for a period of 3 days at least 10 days prior to the taking of the intended action.

(g) Council members may be removed for cause, and continued and unexcused absence shall constitute a form of, but not limit, such cause for removal. The removed member's replacement shall be chosen as provided in paragraph (b). Removal shall only be accomplished by a two-thirds vote of the remaining council members.

(3) COUNCIL OFFICERS.—The council shall elect annually one of the members of the council to be its chair. No member of the council may serve as its chair for more than two terms. The council may annually elect such other officers as it deems appropriate.

(4) EXECUTIVE DIRECTOR.—The council may appoint an executive director who shall be a full-time employee and shall serve at the pleasure of, and at a salary fixed by, the council. The executive director shall carry out the policies and programs established by the council, shall employ, subject to council approval, such full-time and part-time staff and consultants as appropriate to carry out those policies and programs, and shall be in charge of the day-to-day operations of those policies and programs. The executive director may be empowered by the council to sign contracts, leases, and other agreements on its behalf.

(5) POWERS OF THE COUNCIL.—Within the limit of funds available to it and the conditions set forth in this act, the council shall have all legal powers necessary and appropriate to effectuate its purposes and duties as set forth in this act and as enumerated in the bylaws of the council. The council shall adopt at the earliest possible opportunity a set of bylaws enumerating its purposes, duties, powers, and rules of organization and operation, which bylaws shall not be inconsistent with, or exceed the provisions of, this act.

(6) BONDS AUTHORIZED.—

(a) Upon resolution of the county commission approving such authority, each county arts council created pursuant to this act shall have the power to issue, refund, or take any other action with respect to revenue bonds to finance or refinance a capital project as part I of chapter 159 authorizes, insofar as the provisions of part I of chapter 159 are applicable. For the purposes of this act, the term "unit," as defined in s. 159.02,

shall be deemed to include any county fine arts council created pursuant to this act, and the term "governing body," as defined in s. 159.02, shall be deemed to include any county fine arts council created pursuant to this act.

(b) Bonds issued under the provisions of this act shall not constitute a debt of the county or any municipality therein or a pledge of the faith and credit of the county or any municipality therein, and a statement to that effect shall be recited on the face of the bonds. However, any county or municipality therein may, by express resolution, assume as its debt, or pledge its faith and credit as a guarantee of, the bonds of the county arts council if such bonds are issued to finance or refinance a capital project authorized by law and are approved by a vote of the electors.

(7) COUNCIL MEETINGS; PUBLIC HEARINGS; COMMITTEES AND ADVISERS; REPORTS; RULES.—

(a) The council shall meet at least quarterly pursuant to notice and at such times and places as the council shall determine. One-half of the council membership, plus one, shall comprise a quorum for the transaction of business at council meetings.

(b) The council shall hold at least one public hearing annually, pursuant to public notice specifying the date and place of hearing and the subjects to be considered, for the purposes of making the council's work known and investigating and assessing the needs and development of the arts in the county. Notwithstanding the publication of an agenda for the annual meeting, the specification of subjects shall not preclude consideration of any other subject pertinent to the above-stated purpose of the meeting if that other subject is raised by any county resident present at the meeting.

(c) The council may establish such working committees of council members as it deems appropriate to carry out its objectives, duties, and powers.

(d) The council may convene such advisory panels and may consult with such advisers and experts as it deems necessary and appropriate for carrying out its objectives, duties, and powers.

(e) The council shall formulate and publish rules setting forth the criteria pursuant to which its financial aid is given and such other rules regarding its activities as it deems appropriate.

(f) The county arts council may, from time to time and at any time, submit to the Florida Council on Arts and Culture a report summarizing its activities and setting forth any recommendations it considers appropriate, including recommendations with respect to present or proposed legislation concerning state encouragement and support of the arts.

(8) ACT FOR PUBLIC PURPOSE; EFFECT ON EXISTING COUNCILS.—

(a) This act, being for public purpose and for the welfare of the citizens of Florida, shall be liberally construed to effect the purposes hereof.

(b) Nothing in this act shall affect the operation or structure of any existing arts council that provides service to any community or county and is so recognized by members of said community or county. Nonetheless, any existing council may be reorganized by resolution of the board of county commissioners into a public agency corporate and politic as provided in subsection (1); however, the council shall conform to the provisions of subsection (2) except as to number of appointed members. In such case, any and all prior enabling legislation pursuant to which said council was established shall be repealed and superseded by this act insofar as it is inconsistent with this act. Council members serving at the time of passage of the hereinbefore mentioned resolution may serve for the remaining portions of their terms. In the event that some council members are elected to their positions, those positions shall continue to be filled by election as they had been previously.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 9, 10, ch. 76-244; s. 1, ch. 77-174; s. 129, ch. 83-217; s. 14, ch. 90-267; s. 11, ch. 91-49; s. 156, ch. 95-148; s. 41, ch. 2010-5.

AGREEMENT

WHEREAS, pursuant to Chapter 25978, Laws of Florida, Acts of 1949, the City Commission of the City of Tallahassee, Florida, hereinafter the "City", and the Board of County Commissioners of Leon County, hereinafter the "County", as governmental units, are authorized to enter into and carry into effect certain contracts and agreements; and,

WHEREAS, promoting awareness, appreciation, and development of the arts, as well as providing service in the realm of the arts, within Tallahassee and Leon County has been determined to be a public purpose; and,

WHEREAS, the City and County have determined that there is a need for the formation of a fine arts council in accordance with the provisions of Section 265.32, Florida Statutes, and have further determined that both the appointment of members to the council and the issuance of revenue bonds by the council should be subject to approval by both the City and the County,

NOW, THEREFORE, in consideration of the above and other good and valuable considerations, the City and County do hereby agree as follows:

1. The County will, by appropriate resolution, create the Tallahassee-Leon County Cultural Resources Commission, hereinafter referred to as the "Council", which shall be a fine arts council formed in accordance with, and having the authority granted by, Section 265.32, Florida Statutes (1983).

2. The City and County shall concur in the appointment of all members to the Council, both initial appointees as well as those subsequently appointed to fill vacancies on the Council.

3. The Council shall issue no bonds unless such issue shall have been approved by resolution of both the City and the County. Bonds issued by the Council shall not constitute a debt of the City or the County, nor shall such bonds constitute a pledge of the faith and credit of the City or County, unless such assumption or pledge is made by express resolution in accordance with Section 265.32(6)(b), Florida Statutes (1983).

4. Neither the City nor the County, either by entering into this Agreement or by creating the Council, are making any committment to present or future funding of the Council. However, nothing herein shall preclude the Council from submitting requests for such funding to the City and/or the County.

Approved by the Tallahassee City Commission

October 9, 1985
Date

HURLEY W. RUDD, MAYOR

Approved by Leon County Board of Commissioners

October 18, 1985
Date

GAYLE NELSON, CHAIRMAN

ATTEST:

ROBERT B. INZER
CITY TREASURER-CLERK

APPROVED AS TO FORM
BRIAN FINEGAN
ASSISTANT CITY ATTORNEY

Board of County Commissioners
Leon County, Florida

WORKSHOP TO CONSIDER THE CULTURAL PLAN REVIEW COMMITTEE'S FINAL REPORT AND RECOMMENDATIONS

February 11, 2014

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Leon County
Board of County Commissioners

Cover Sheet for Workshop

February 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director Economic Development & Business Partnerships Lee Daniel, Director of Tourism Development

Fiscal Impact:
The County has generally maintained level funding for the cultural arts during the economic recession. Today, the County provides $654,500 annually to Council on Cultural Arts (COCA) with $504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining $150,000 is used to support COCA's administrative costs. The County and City combined accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013.

Based on the Board's preliminary direction at its workshop on October 29, 2013 to dedicate a full one-cent of bed taxes to culture in FY 2015, the County's investment in the cultural arts would increase by $400,000 annually. In total, the County's projected budget for cultural arts in FY 2015 will surpass $1 million.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

This workshop is being presented to the Board to review and consider the recommendations given in the Final Report of the Cultural Plan Review Committee (Attachment #1). In 2003, the "Cultural Plan for the Future of the City of Tallahassee and the Capital Area" was developed by an advisory group appointed by the City of Tallahassee, as well as participation by several community leaders. Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program. During this period, the County has provided COCA with $6.86 million in funding, of which $5.14 million has been re-granted to the community.

On September 18, 2012, the Board directed the County Administrator to work with the City Manager to finalize a proposal to update the Cultural Plan. The following month, the Board approved the process to update the Plan with an 18-member Cultural Plan Review Committee (Committee) appointed by the County and City Commissions. Staff was provided by the City as the County provided staffing for the Sales Tax and Imagine Tallahassee Committees. The Committee was tasked with reviewing the original Cultural Plan, assessing the status of plan implementation, determining what portions of the plan need to be updated or omitted based on changes that have occurred, and providing recommendations to the County and City Commissions on modifications to the plan objectives.

On June 18th and 19th, 2013, Ms. Kelly Dozier, Committee Chairperson, presented the Interim Report to the County and City Commissions respectively (Attachment #2). The Interim Report found that there was a need to look at both the short term and long-term objectives of our cultural community. The Committee made several recommendations, including the reinstatement of a Cultural Plan Implementation Committee. During the presentation to the Board, Commissioners expressed concerns about the cultural arts community's financial dependence on local government and the need for additional support from the private sector. The Board also allocated up to $5,000, in collaboration with the City, to secure a professional facilitator to assist the Committee.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources. Staff presented an agenda item to the Board on January 21, 2014 detailing the overlapping nature associated with the Cultural Plan Update, the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the Community Redevelopment Agency's (CRA) role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The item, as approved by the Board, provided a sequence for the Board to address these matters to ensure the Board has the best information upon which to make decisions given some of the overlapping financial and policy implications. Based on the Board's actions on all of these issues, staff will bring back an agenda item reconciling each of the Board's directives for final approval prior to scheduling joint meetings with the Intergovernmental Agency and/or CRA.

Analysis:

The Committee held its first meeting on December 10, 2012 and unanimously approved the Cultural Plan a year later on December 16, 2013. The Final Report was provided to the County on January 31, 2014. More than 100 meetings were publically noticed, providing opportunity for input from interested parties. Specific areas the Committee was asked to address include:

- How to raise additional funds for arts, culture, and heritage communities?
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding?
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences?
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors?

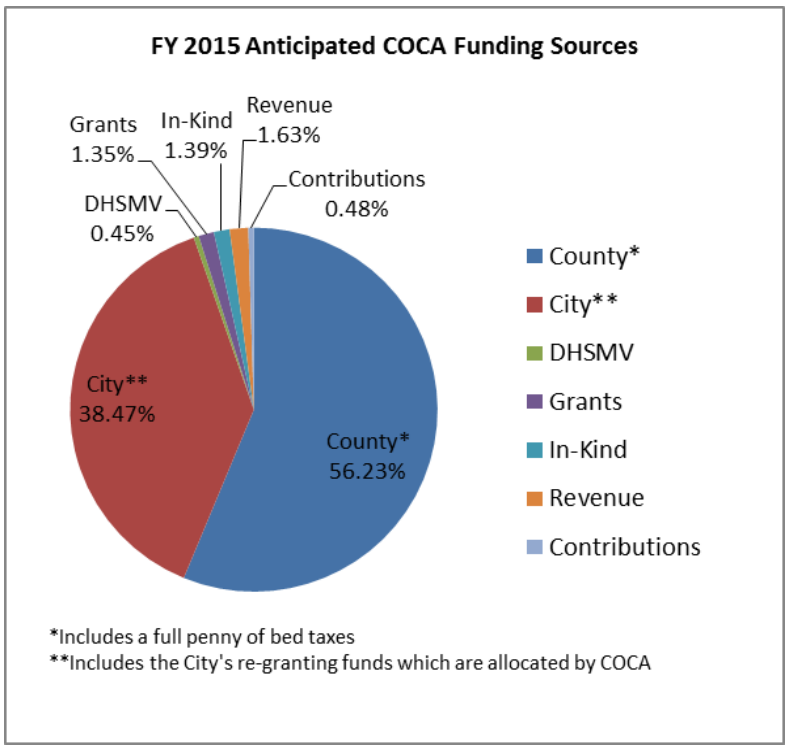
Upon reviewing the original Plan, the Committee initially branched out into six subcommittees. Due to the overlap of issues, the six subcommittees were reduced to four and the Final Report reflects the findings and recommendations in the following four program areas:

1. Economic Development & Marketing
2. Education
3. Funding and Facilities
4. Plan Implementation/COCA

The Committee did not prioritize the recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing an implementation plan and FY 2015 budget request. The Committee also recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan.

Changes to the economy over the past decade have had a significant impact on local cultural organizations' ability to fundraise, meet financial objectives, and remain functionally sustainable. The Final Report cites national data on the impact of the arts and the disproportionate cuts endured during the recession compared to the overall economy. However, the County and City are recognized for their commitment to the value of culture, arts, and heritage over this time period. Further, it credits the support of the County and City for COCA's recognition as one of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations.

According to the Audit of COCA Salary Funding and Expenditures, historical funding for COCA has declined by $259,036 (21.5%) between FY 2008 and FY 2012 (Attachment #3). During that same time period, the County reduced its funding to COCA by $3,850 (0.6%). Today, the County provides $654,500 annually to COCA with $504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining $150,000 is used to support COCA's administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA's funding in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City's financial books.



The proportion of COCA's funding provided by local governments may increase in FY 2015. At the Board's October 29, 2013 workshop to consider future uses for the one-cent bed tax dedicated to the performing arts center, the Board provided preliminary direction to increase its financial support of the arts from bed tax funds by seeking to utilize a full-cent for arts and culture (Attachment #4). This would increase the County's investment in culture by nearly $400,000 annually, as staff projects each penny of the bed tax to generate approximately $900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center (Attachments #5 & #6). When combined with the $150,000 for administrative costs, the County's projected budget for cultural arts in FY 2015 will surpass $1 million. The pie chart above anticipates the County and City providing 94.7% of COCA's administrative and re-granting funds by FY 2015.

The Committee recommendations, by program area, are provided in the subsequent portions of this analysis along with staff findings and recommendations. Please refer to the Final Report for the full narrative and detail associated with the Committee's program areas and recommendations.

Economic Development & Marketing:

1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub (Also refer to Economic Development & Marketing Recommendations #10 and #11).
    - Establish a steering committee from various organizations with each contributing the funds for an advertising campaign.
2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District, and others.
3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate way finding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.
4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices
5. COCA should continue to collaborate with Leon County Tourist Development (Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.
6. Leon County Tourist Development (Visit Tallahassee) should continue to market Tallahassee as a "location site" for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film-oriented organizations.
7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to Plan Implementation recommendation #9)
    - To be paid by the County and City.
8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.
9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.

10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.
11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination-defining events, which help, define the brand and spotlight arts, culture and heritage.
12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture, and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.

Staff Findings:
The first recommendation in this section seeks to establish a steering committee from multiple organizations throughout the community to advance a marketing effort funded by participating organizations. A unified marketing and advertising campaign should be led by a team of industry professionals rather than an ad hoc steering committee and it is unlikely that a sizeable marketing fund could be collected under this model on a consistent basis in order to be effective.

Coordination with the Leon County Division of Tourism Development is referenced in five of the 12 recommendations. The Division of Tourism Development also carries out two additional recommendations (#9 and #10) in its current day-to-day operations to grow the destination market and promote the area. Given these findings and recommendations, the growing needs of the cultural community, and the County's anticipated $900,000 investment of tourism funds ($1 million in total County funds), the Board may wish to explore some operational efficiencies and alternatives to support the cultural arts by providing these services in-house through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Staff Recommendation:
Should the Board wish to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff would prepare an agenda item for Board's consideration on the implementation and execution of the Cultural Plan, including the granting process, under this County Division and in partnership with the City.

Education:

1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.

2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.

3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.

4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.

5. An arts, culture, and heritage curricula coordinator position at Leon County Schools should be created to serves as the businesses conduit between the schools, businesses and arts, heritage and cultural organizations.

6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.

7. A Youth & Education Network should be formulated (Refer to Plan Implementation recommendation #7). This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.

8. Promote more "Art in Public Space," and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.

9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.

10. Promote lifelong learning for arts, culture, and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.

Staff Findings and Recommendations:
There are no additional staff findings or recommendations for this section.

Funding and Facilities:

1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events, and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.
2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.
3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants (An illustration of local government funding can be found on page 39 of the Final Report).
4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.
5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations (See Addendum A1 in the Final Report for grant guidelines).
    - A dedicated source of funding should be identified for this purpose, such as the use of bed tax dollars currently set aside for the performing arts center.
6. The on-going need for performance venues must be addressed.
7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future performing arts center.
8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our "sense of place."
9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.
10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community (See Addendum A2 in the Final Report for more information).
    - The Committee recommends a level of funding that would provide $5,000,000 over the 20-year life of the sales tax extension, or $250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at COCA.

Staff Findings:
The County, City, CRA, and Tallahassee Downtown (the Downtown Improvement Authority) each provide funding and resources to support the growing cultural community and festivals/activities. More specifically, the County provides $654,500 annually to the COCA with $504,500 earmarked for re-granting to cultural organizations.

Recommendation #4 seeks the continued availability of funds for festivals and events that would be subject to annual evaluation by the grantor. The Board recently approved the creation of the Tourism Signature Event Grant Program and allocated $125,000 annually for large events and festivals. While the program is not specifically restricted to cultural events, staff anticipates that these funds will be utilized for arts and cultural activities.

Another recent Board action that is not contemplated in the Final Report is its workshop on October 29, 2013 to consider future uses for the one-cent bed tax dedicated to the performing arts center. The Board's support for a capital grants program was based on the needs identified in the Committee's Interim Report. During the workshop, the Board provided preliminary direction to increase its financial support of the arts from bed tax funds by seeking to utilize a full-cent for arts and culture to include:

- The current funding levels for the COCA re-granting process ($504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

The Board's preliminary direction to utilize a portion of the bed taxes currently dedicated to the performing arts center for culture in FY 2015 would increase the County's investment by nearly $400,000 annually, as staff projects each penny of the bed tax to generate approximately $900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center.

Recommendation #5, which seeks to establish a matching grant program for capital improvements for the arts, cultural, and heritage organizations with the bed tax dollars currently set aside for the performing arts center, is contemplated in the Board's direction from the October 29th workshop. Should the City concur with the Board, the Tourist Development Council will work with the cultural community to bring back recommendations to the Board on the allocation of a full-cent to include the re-granting funds for COCA, a capital grants program, and other cultural investment opportunities.

In a separate workshop on February 11, 2014, the Board will have the opportunity to consider the recommendations of the Sales Tax Committee as they relate to the proposed "Quantum Leap" program described in recommendation #10.

Staff Recommendation:
There are no staff recommendations for this section.

Plan Implementation:

1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.
    - Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.
3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.
4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.
5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.
6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.
7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.
8. The Board of Directors and staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.
9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community with an "Economic Impact Study" every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.
    - To be paid by the County and City.
10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:
    - Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
    - Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
    - Report the annual progress of the Cultural Plan to the County and City Commissions.

11. Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.
12. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation. A goal of this workshop would include:
    - Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the County and City.
13. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.

Staff Findings:

This section of the Final Report presents a conundrum in its first recommendation whereby cultural events are linked to enhancing tourism but bed tax funds are considered too restrictive because they require a grantee to demonstrate their tourism impact. The use of tourism funds are prescribed in Florida Statutes so the Board has limited latitude to 'ease requirements' for the COCA re-granting program.

Recommendation #10 seeks to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, the Board may wish to encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

Recommendations #11 and #12 present the process by which the Committee recommends developing more specific funding requests for the FY 2015 budget cycle. The Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

Staff Recommendation:
Should the Board wish to proceed with implementing the Cultural Plan as generally outlined in the Final Report, staff recommends providing COCA with the guidance to develop its County budget request assuming $150,000 for administrative costs and $900,000 in County bed tax funding to include:

- The current funding levels for the re-granting process ($504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

This recommendation is based on the Board's preliminary direction at the October 29th workshop to set aside a penny of bed tax revenue for arts and culture along with the unresolved matters to be jointly addressed with the City. Staff also recommends that COCA work in consultation with the Tourist Development Council in developing its budget request for FY 2015.

The Committee's recommendation to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives and report the progress of the Cultural Plan to the County and City Commissions on an annual basis would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, staff recommends encouraging COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan rather than the County and City creating a separate Advisory Committee to oversee the implementation of the Plan.

Summary
The Committee's Final Report recognizes the County and City for their commitment to the value of culture, arts, and heritage during the recession as many local governments disproportionately cut funding for the arts over this time period. The Committee did not prioritize its recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources along with the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the CRA's role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The Board approved a sequence to address these matters at its meeting on January 21, 2014 to ensure that it has the best information upon which to make decisions given some of the overlapping financial and policy implications.

Today, the County provides $654,500 annually to COCA with $504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining $150,000 is used to support COCA's administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City's financial books.

The Committee anticipates that additional funds will be sought by COCA to implement the Cultural Plan but does not address any operational or organization efficiencies, nor is there a determination that the County and City funds have demonstrated a return on investment. Based on the Board's preliminary direction at the October 29, 2013 workshop to increase its investment in the cultural arts, the County's projected budget for COCA in FY 2015 will surpass $1 million. Service delivery enhancement and efficiencies may be available through the Leon County Division of Tourism Development as it is referenced numerous times and already carries out many of the functions described in the Final Report. Given these findings and the growing needs of the cultural community, the Board may wish to explore the potential operational alternatives and efficiencies that could be achieved by providing support to the cultural arts through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Should the Board wish to explore implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board accept the Committee's Final Report and to direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.

Should the Board wish to proceed, as generally outlined in the Final Report, staff recommends the Board accept the Committee's Final Report with two caveats as follows:

> The Committee recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would <u>not</u> "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. Should the Board wish to proceed as generally outlined in the Final Report, staff recommends encouraging COCA, as the recognized local arts agency, to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

Based on the Board's preliminary direction at the October 29th workshop and the unresolved matters to be jointly addressed with the City, staff recommends providing COCA with the guidance to develop its budget request at this time, in consultation with the Tourist Development Council, assuming $150,000 for administrative costs and $900,000 in County bed tax funds to include:

- The current funding levels for the re-granting process ($504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

Consistent with normal practices, staff will prepare a ratification item summarizing the Board's action and direction at this workshop. Concurrently, a ratification item will also be presented on the Board's actions with regard to the workshop on the Sales Tax Committee's recommendations and a revised sequence of actions and policy positions taken by the Board. Once the Board has reaffirmed its actions, staff will proceed with scheduling joint meetings with the Intergovernmental Agency and/or CRA to carry out the Board's direction.

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Options:

1. If the Board wishes to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board:
    a. Accept the Cultural Plan Review Committee's Final Report.
    b. Direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.
2. If the Board wishes to proceed, as generally outlined in the Final Report, staff recommends the Board:
    a. Accept the Cultural Plan Review Committee's Final Report.
    b. Encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.
    c. Direct COCA to develop its FY 2015 budget request to the County assuming $150,000 for administrative costs and $900,000 in County bed tax funds, in consultation with the Tourist Development Council, to include:
        i. The current funding levels for the re-granting process ($504,500).
        ii. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
        iii. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.
3. Do not accept the Cultural Plan Review Committee's Final Report.
4. Board direction.

Recommendation:

Board direction.

Attachments:

1. Final Report of the Cultural Plan Review Committee.
2. Interim Report of the Cultural Plan Review Committee.
3. Funding Sources of COCA, 2012-03 Audit of COCA Salary Funding and Expenditures.
4. October 29, 2013 Workshop on the Future Uses for the One-Cent Tourist Development Tax Currently Dedicated to a Performing Arts Center - w/o attachments.
5. Interlocal Agreement with the City of Tallahassee and CRA, June 23, 2004.
6. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007.

VSL/AR/KM

City of Tallahassee/Leon County
Cultural Plan Review Committee

Capital Area Cultural Plan

"Painting by Karl Zerbe from LeMoyne Center for the Visual Arts Permanent Collection"

CITY OF TALLAHASSEE/LEON COUNTY

Cultural Plan Review Committee

CAPITAL AREA CULTURAL PLAN

JANUARY 2014

"During its year of work, The Cultural Plan Review Committee reached out to our community to hear and learn how the original cultural plan worked for them and what changes could be made to make a new plan be successful. This new cultural plan reflects the current state of culture, heritage and arts in the capital area and asks our elected officials in both City and County for strong commitments to support arts and heritage efforts in our community".

Kelly Dozier, Chair
Cultural Plan Review Committee

This plan was unanimously approved by a December 16, 2013 vote of the Cultural Plan Review Committee.

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SouthSide ARTS Complex

THE ROLE AND BENEFITS OF ARTS AND CULTURE IN OUR COMMUNITY

The importance that Committee Members place on the arts industry and its significance to Tallahassee is demonstrated in the countless volunteer hours that have been invested in this process as well as the time, talent and treasure each member has personally provided to organizations of their choice.

Each and every member of the Cultural Plan Review Committee would like to offer their voice to the chorus of support for the importance of arts, culture and heritage which results in our community's sense of place and contributes greatly to economic development. The intrinsic value may not be easy to quantify but the impact our arts community offers is clearly proportional to quality of life experiences. It takes resources and planning to document metrics that link events, attractions, educational outreach, ties to business and family relocations but it only takes a glance at a community calendar to know that **this** community values the arts.

To place appropriate emphasis on the measurable value of arts to any community, we offer the December 5, 2013 findings of the U.S. Bureau of Economic Analysis and National Endowment for the Arts as stated in a press release on the Impact of Arts include:

- 3.2% or $504 billion of current gross domestic product is attributable to the arts
- U.S. Travel and Tourism is an additional 2.8%
- The positive value of arts and culture has been understood on a human level for a millennia
- The impact can be measured
- Arts commodities include advertising and education
- During the recession the arts suffered more than the overall economy
- In 2011 the production of arts and cultural goods employed more than two (2) million workers and generated more than $289.5 billion of employee compensation

Major community initiatives that included Richard Florida's Creative Class concepts that resulted in the Knight Creative Class Initiative (KCCI) and the recent IMAGINE TALLAHSSEE effort, individually and collectively confirmed the importance of achieving greatness as a community and the role that arts, culture and quality of life experiences play in fulfilling that role. These efforts addressed the concepts of community "brain drain," building on existing resources and creating new collaborations. Sustainable Tallahassee and the Tallahassee Film Festival were two outcomes of KCCI efforts. The initiatives resulted in building a sense of place with "Get Gaines Going" and Cascades Park as two examples. It is very clear that people of all ages believe that art, culture and heritage are critical to developing the character of our community and achieving "Greatness".

If our community adopts and implements a revised cultural plan that includes annual accountability and modifications, we can ensure that we will maintain our respected leadership position in K-college education, keep and attract new residents, create jobs, increase quality of life experiences and build tourism. Increased tourism will result in increased bed tax funds, a principal element of current and future cultural funding.

SUPPORT OF ARTS AND CULTURE IN OUR COMMUNITY

During a time when almost every municipality in the state of Florida reduced or eliminated funding for arts and culture, the elected leaders of Leon County and the City of Tallahassee demonstrated their commitment to the value of culture, arts and heritage experiences with unwaivering and unanimous support. That support is symbolic that culture is part of the very fiber of our community, creating character and offering value for every district of our city and county.

The Cultural Plan Review Committee would like to commend and thank the Leon County Board of County Commissioners as well as the Mayor and City of Tallahassee Commission for their collective leadership to establish the Cultural Plan Review Committee a group of diverse and interested citizens dedicated to providing direction for arts, culture and heritage planning for the benefit of our residents and visitors.

The Cultural Plan Review Committee (CPRC) understands the importance of their recommendations representing the interests of the entire community. Efforts to ensure that the diverse population segments were heard were essential to the process, knowing it would result in strength and vitality for our cultural region.

Cultural Plan Review Committee members' life experiences span seven decades and included important representation from generations defined as "baby boomers." "Generation X." "Generation Y," and "Millenials." Professional experiences and backgrounds included artists, a young professional, corporate officers, small business owners, educators, tourism professionals, representatives of higher education, community volunteers, non-profit executives, a former legislator, media and marketing professionals, banking and finance, as well as representation from The Council on Culture and Arts. Ethnic representation was also diverse and was additionally complimented by the concerted effort to meet with community stakeholders representing many ethnic groups each serving important demographic sectors.

The report contains some new ideas and a different perspective on some significant elements of the former plan, which was adopted in 2003. The differences are not critical of the original work. In fact, the accomplishments of the first plan are commendable and many elements of that plan continue to serve our community well today. However, there have been many changes in our community over the span of a decade. Some have had great impact on local cultural organizations including the ability to fundraise, meet financial objectives or continue as a sustainable entity.

The findings of the Cultural Plan Review Committee are the result of careful consideration for the impact of the recent financial recession and demographic shifts in populations. Examples include efforts to keep a highly educated workforce in our community (recent college graduates) and our ability to attract an affluent and educated retiree population (Choose Tallahassee) The Committee's recommendations were greatly influenced by the input of leading community organizations that include, but are not limited to: The Tourist Development Council, The Greater Tallahassee Chamber of Commerce, The Capital Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Economic Development Council, The Leon County Public Schools, Florida State University, Florida A&M University, Tallahassee Community

College, as well as the many arts, cultural and heritage organizations that serve our region.

These important community stakeholders and many others participated in the process by serving as members of the Committee, responding to written surveys, through interviews, e-mails, and by attending meetings. There were more than 100 meetings that were publically noticed, providing opportunity for input from any interested party.

CULTURAL PLAN REVIEW COMMITTEE APPOINTEES:

Marc Bauer
Althemese Barnes
Chucha Barber
Betsy Couch
Berneice Cox
Russell Daws
Karen Wendland Dix
Kevin Doar
Kelly Simmons Dozier
Christopher Heacox
Terrence Hinson
Rebecca Lutz
Anne Mackenzie
Marion McGee
Audra Pittman
Jill Sandler
Jan Sheffield
Bailey Vochastzer
Bart Wells
Mayda Williams
Michelle Wilson
Rosanne Wood

CITY OF TALLAHASSEE STAFF ASSISTING THE COMMITTEE:

Michael Parker, Director, Economic & Community Development

Wanda Milton Whitehead, MPA, CPM, Assistant Director, Economic & Community Development

Hetal H. Desai, Assistant City Attorney

Wendy Gray, Public Workshop Facilitator

Mack Rush, Coordinator of Special Projects, Economic & Community Development (Retired)

Deborah L. Craig, Administrative Specialist I, Economic & Community Development

Michele McGee, Administrative Specialist I, Economic & Community Development Department

Jacqueline Riggins, Administrative Specialist II, Economic & Community Development Department

Carol Shirkey, Administrative Specialist III, Economic & Community Development Department

Frank Dietrich, Urban Design Mapping & Graphics Specialist, Tallahassee-Leon County Planing Department

APPROACH AND PROCESS OF THE REVIEW AND RECOMMENDATIONS

Seeking to engage citizens in the planning process and bring an independent perspective to the examination of the existing cultural plan, current programs, and future initiatives, as well as the role of COCA in providing arts and cultural leadership, the Leon County Commission and the Tallahassee City Commission created the 18-member Cultural Plan Review Committee in October 2012. The Committee held its first meeting on Dec. 10, 2012.

The Cultural Plan Review Committee was charged with the responsibility to review the original plan, assess the status of the plan and its implementation, determine what portion of the plan might need to be updated or omitted based on changes that had occurred since its creation and to provide recommendations for modifications to the plan objectives.

Specific areas members were asked to address included:

- How to raise additional funds for arts, culture and heritage communities
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors

Members of the Committee unanimously selected Kelly Dozier to be the Chair and Audra Pittman to be Vice-chair at the first committee meeting. Each members' areas of interest and expertise were also discussed. It became obvious that to achieve the objectives, members of the Committee would need to work on specific and unique segments of the plan. The original Plan's six (6) objectives became the basis for the sub-committees.

At the second meeting, Chairs for the subcommittees were appointed by the Committee Chair and Vice-Chair and members of each subcommittee were appointed to sub-committees based on their interests and experience. It was agreed that any member could attend any subcommittee meeting and that all members would have the opportunity to discuss and contribute to the recommendations of any subcommittee findings.

The sub-committees began with their respective and detailed review of each of the original Plan's six objectives that correlated to that committee. This process spanned more than six months with each committee laboring to provide both review and recommendations.

Due to the overlap of interests and to consolidate resources ultimately, four of the sub-committees were combined into two. It was impossible to separate recommendations for Marketing and Economic Development as it was to separate recommendations for Facilities and Finance. The interrelationships between

the objectives and the recommendations resulted in four final sub-committees.

Having met and deliberated for over a year, the Committee is excited to submit this update to the current cultural plan. We have engaged our community over the course of this past year. We have held numerous meetings throughout Leon County and Tallahassee, listened to hours of public testimony, exchanged ideas, discussed options, explored a sampling of current offerings, met with the COCA Board and distilled it into a set of recommendations covering four key areas—Education, Economic Development and Marketing, Facilities and Funding, and Plan Implementation/COCA.

This plan is intended to be a living plan, one that is flexible and responsive to trends and aspirations within Tallahassee and Leon County. It reflects a vision and a deep-seated commitment by our leaders and residents to accelerate the growth of creative opportunity throughout the region. It recognizes the contributions the arts, culture and heritage make to economic development and education of our community.

This plan includes numerous recommendations. While these are an important first step, implementation is the most important next step. We recognize that success will require continued leadership from the Leon County Commission and the Tallahassee City Commission. COCA has a critical role in implementation. As detailed in the recommendation (Plan Implementation/ COCA) they are essential to that process working in cooperation and collaboration with other community stakeholders. Not all aspects of implementation have been allocated to a particular individual or organization as funding priorities and funding availability will determine how best implementation strategies can be realized. It is clear, and the Committee would like to emphasize, that it will take all stakeholders to implement and execute the plan including strong advocacy resources.

The Committee respectfully requests that you accept this plan, and that through your local arts agency—COCA—and its strategic planning process and current programming, the proposals that are within your control are integrated into our existing cultural plan, programs and offerings as resources permit.

Setting priorities among many competing proposals within the plan will be a critical component and require a strategic roadmap. The Committee has not prioritized the recommendations in any particular order and has not assigned a cost to these initiatives. It is our intention that COCA, as your local arts agency, working on your behalf, at your direction will have the opportunity to lead the prioritization of the recommendations in tandem with the further development of their strategic plan. The Cultural Plan Advisory Committee and COCA will co-host a workshop to take the important next step of establishing those priorities. The workshop and future meetings will consider implementation requirements, explore associated financial resources and needs, and work towards incorporating recommendations that are within the control of the county and city into a strategic plan developed and approved by the COCA Board. This can be implemented in phases as resources allow, beginning with the fiscal year 2014/2015.

Finally, the Committee recommends that you also appoint a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives in this plan, exchange ideas and identify additional strategies for expanding arts, cultural and heritage opportunities.

The Committee is unanimous in its belief that we have a vibrant art, cultural and heritage community that must be maintained and strengthened. The successful future of our community is directly proportional to quality of life experiences that attract and keep residents and grow successful businesses. Art means business and the business of protecting and growing our arts community must remain a critical priority for all stakeholders especially the men and women who are elected and charged with the trust placed in them for this important purpose. The Committee would like to express gratitude for the support provided to-date, including the opportunity to share a collective voice about the rewards of our current and future art, culture and heritage offerings.

THE CULTURAL PLAN REVIEW COMMITTEE CONTRIBUTING MEMBERS

Kelly Simmons Dozier, Committee Chair
Funding & Facilities and Plan Implementation Subcommittee Member
City Commission Appointee
Senior Vice President/Chief Community Officer, Mad Dog Construction

Dr. Audra Pittman, Committee Vice-Chair
Education Subcommittee Member
City Commission Appointee
Artist/Professor, Savannah College of Arts & Design

Chucha Barber, Facilities Subcommittee Chair
County Commission Appointee
Principal, Chucha Barber Productions

Betsy Couch, Education Subcommittee Chair
Knight Creative Community Initiative Appointee
Adjunct Professor, Florida State University

Berneice Cox, Economic Development and Marketing Subcommittee Chair
County Commission Appointee
President and CEO, The Bacall Group

Christopher Heacox, Plan Implementation Subcommittee Chair
County Commission Appointee
Executive Director, Seven Days of Opening Nights, FSU

Jan Sheffield, Funding Subcommittee Chair
Economic Development Commission Appointee
Chief of Staff, First Commerce Credit Union

Marc Bauer, Marketing Subcommittee Chair (12/12 – 6/13)
Tallahassee Tourist Development Council Appointee
Former Managing Partner, Hunter+Harp Hospitality

Karen Wendland Dix, Facilities Subcommittee Chair (12/12-6/13)
City Commission Appointee
Marketing and PR Consultant/Arts Volunteer

Althemese Barnes, Funding and Facilities Subcommittee Member
Heritage Organization Representative
Executive Director, John G. Riley House and Museum

Russell Daws, Funding and Facilities Subcommittee Member
County Commission Appointee
Executive Director, Tallahassee Museum

Kevin Doar, Funding and Facilities Subcommittee Member
City Commission Appointee to replace Karen Wendland Dix President, Theatre Tallahassee Board of Directors
Auditor, Florida Department of Transportation

Rebecca Lutz, Economic Development and Marketing Subcommittee Member
City Commission Appointee
Multimedia News Editor, Tallahassee Democrat/Tallahassee.com

Anne Mackenzie, Economic Development and Marketing Subcommittee Member
COCA Appointee
Member, Florida House of Representatives (retired)

Jill Sandler, Education Subcommittee Member
Tallahassee Active Lifelong Learning/Leadership Tallahassee Appointee
Member, City of Tallahassee Senior Citizen Advisory Board

Bart Wells, Economic Development and Marketing Subcommittee Member
Leadership Tallahassee Appointee
Executive Vice President, Sperry and Associates

Mayda Williams, Plan Implementation Subcommittee (12/12-8/13)
Greater Tallahassee Chamber of Commerce Appointee
Founder, Target Copy, Community Volunteer

Rosanne Wood, Economic Development and Marketing Subcommittee Member
COCA Appointee (7/13-9/13 Filling in for Anne Mackenzie)
Founding Principal, SAIL High School

THE GOALS OF OUR CULTURAL PLAN

ECONOMIC DEVELOPMENT & MARKETING

Position and market the arts, culture and heritage as a strategic partner of Tallahassee/ Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.

EDUCATION

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community. This effort recognizes the importance of expanding current education-related initiatives and implementing new opportunities.

FUNDING & FACILITIES

Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities, but will give priority to existing organizations.

PLAN IMPLEMENTATION

The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.

"When Winston Churchill was asked to cut arts funding in favour of the war effort, he simply replied, "then what are we fighting for?"

ECONOMIC DEVELOPMENT AND MARKETING

GOAL

Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.

FINDINGS

Investing in arts, culture and heritage in Tallahassee/Leon County is yielding substantial economic benefits. The arts community is an industry that supports jobs, local businesses, tourism, and generates government revenue. Spending by arts and culture organizations and their audiences totaled $74.6 million in Tallahassee/Leon County during 2008. (2009 Arts and Economic Prosperity in Tallahassee Report – Americans for the Arts).

Arts, culture and heritage enhances the quality of life and serves as an integral part of regional economic development. Every segment of our community deserves the benefit of great art, culture, and heritage experiences, which also make our area an exciting place to live, learn, work and visit. Businesses planning to relocate consider arts, culture and heritage when assessing quality of life for their employees. Arts, culture and heritage also develop a community identity and provide the community with a sense of collective pride, which will attract a dynamic workforce and businesses.

Opportunities exist for a collaborative relationship between COCA, Leon County Tourist Development (Visit Tallahassee), Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce and the Economic Development Council, and other groups.

COCA has partnered with United Partners for Human Services and The North Florida Community Foundation to provide a series of workshops on best business practices for non-profits. To assist its members, COCA publicizes Leadership Tallahassee's Building Better Boards program.

Merchant account services were established as a way to assist individual artists and small businesses make additional sales using this COCA resource.

"As part of our overall evaluation of where to site our new Operations Center, quality of life for our employees was clearly a factor. As home to one of the country's largest universities, Tallahassee offers a rich cultural and arts community that we greatly value."

Kaye Scholer Chief of Operations Jeff Hunter, who spearheaded the search

Arts, culture and heritage should be valued as vital contributors to Tallahassee/Leon County's character, quality of life and economy. Individual artists, as well as arts, culture and heritage organizations, represent potential for small business development that contributes to the overall economic vitality of Tallahassee and the surrounding communities.

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub.

- Establish a steering committee including representatives from COCA, Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Tourist Development(Visit Tallahassee), Leon County, City of Tallahassee, Florida State University, Florida A&M University and Tallahassee Community College to work together on this effort. The collective assets of each of these institutions create a synergy which will allow our community to speak with a strong and common voice.
- Each organization will appoint one representative to the steering committee. Each organization will contribute toward the funds required for the advertising campaign. This marketing campaign will be used by the organizations represented on the steering committee to provide a cohesive message.

2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include: Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District and others.

- Providing accessible public transportation options will facilitate and encourage participation and attendance in our cultural districts.
- Encourage City and CRA to continue funding the trolley system/transportation linkages.

3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate wayfinding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.

- Funding should continue to be provided by the City and the CRA.

4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices

- To facilitate this effort, COCA should partner with business organizations such as the Economic Development Council's Entrepreneurial Excellence Program and the Jim Moran Institute and others that become available.

5. COCA should continue to collaborate with Leon County Tourist Development(Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.

- Create a centralized location for calendar of events.
- COCA, Visit Tallahassee, City and County funds should be used to support this project.

6. Leon County Tourist Development(Visit Tallahassee) should continue to market Tallahassee as a "location site" for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film oriented organizations.

- Visit Tallahassee should create a list of location sites for Tallahassee and Leon County. As funding resources become available, Visit Tallahassee should work with the City of Tallahassee, Leon County and the State to position Tallahassee as a location site.

7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to #9 of the Operations/Implementation)

- City and Leon County should provide funds for this report.

8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.

- Identify decision makers and influencers that are participating in our many cultural and arts events and facilitate the proactive development of relationships between them and local economic development leaders.
- Establish a business oriented liaison between COCA, the Chambers of Commerce and the Economic Development Council to serve on the appropriate committee.

9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.

- To assist event and festival planners in organizing and sustaining events through understanding best practices, permits needed, and where to find resources, etc.
- The guide and checklist will be posted on COCA's website. Workshops would be held based on interest or requests.

10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.

- COCA's marketing efforts would be organized under the umbrella of a strategic marketing plan that communicates its brand and mission to the public, to key community stakeholders and to culture, heritage and arts organizations. The efficacy of this plan would be evaluated annually by monitoring key indicators, such as, but not limited to, online page views, social media engagement, media placement, e-mail opens, responses to direct mail, event attendance, etc.

11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination defining events which help define the brand and spotlight arts, culture and heritage.

- Maintain open lines of communication and collaboration between COCA

and Visit Tallahassee to ensure that the region's destination defining events are being advertised and promoted in the best way possible.

- COCA staff and Visit Tallahassee staff would meet at least quarterly to discuss upcoming events and to strategize ways to promote and market them within Tallahassee and outside the region.

12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.

- COCA will continue to work with Visit Tallahassee and local businesses, arts organizations and hoteliers to disseminate information regarding our many art and cultural offerings using tools such as in-house hotel TV channel, destination maps, and cultural events magazine and other marketing efforts whenever possible.

"As Chairman of the Oklahoma Chamber of Commerce, I visited almost every city and town in the state. There is a visible difference in places with an active cultural community. I see people looking for places to park, stores staying open late, and restaurants packed with customers. The business day is extended and the cash registers are ringing."

Ken Fergeson
Chairman and CEO, NBanC

Past President, American Bankers Association

EDUCATION

GOAL:

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.

FINDINGS:

- One can learn in and about arts, culture and heritage during school programs as well as through their exposure in the community and at home.
- Research has proven that children with access to art, culture and heritage programs tend to score better on standardized tests, have increased graduation rates and many more positive benefits.
  - ✓ A report by the Arts Education Partnership (2002) revealed that schoolchildren exposed to drama, music and dance are often more proficient at reading, writing and math.
  - ✓ "The empirical classroom experience of arts integration subjectively suggests that carefully structured arts-based pedagogy can improve students' learning and academic experiences, resulting in demonstrably positive outcomes that include deeper engagement in subject matter and better retention of content; greater emotional involvement in the learning process and deeper social awareness; and the ability to apply principles across disciplines."– From "Neuroeducation: Learning, Arts and the Brain," by Johns Hopkins researchers findings.
- Arts education is important because: "1) the arts transform the learning environment; 2) the arts reach students who are not otherwise being reached; 3) the arts reach students in ways they are not otherwise being reached; 4) the arts connect students to themselves and each other; and 5) the arts provide new challenges for those students already considered successful."– Champions for Change
- Cultural, heritage and artistic experiences are key in the community.
- Tallahassee is host to a variety of art, culture and heritage organizations where education is central to their mission – from the Challenger Learning Center, Riley House Museum and Tallahassee Museum to Mission San Luis and the Tallahassee Senior Center for the Arts.
- Tallahassee is rich in cultural opportunities, but the community as a whole is not aware of all the offerings.
- Currently, there is not an over-arching network of arts and heritage education providers that spans from home-schools, private schools, LCS and the Universities.
- Funding for arts and heritage education programs has decreased at the state level.
- In the past, several local cultural organizations historically had benefit of funding from LCS. This had come in the

"As a lifetime educator, I have witnessed time and time again what a difference it makes when a student is part of an arts program. For some, it may be the only thing that motivates them to do well in school. Ensuring that every student has that opportunity is a priority for us."
Superintendent Jackie Pons

form of a designated line item funding for services or, in some instances, funds to pay for a Leon County School District employee to work at the institution. The reason there were variables is, for example, when a teacher was assigned to the Challenger Learning Center, they were still in the state employee retirement system. If a teacher were assigned to The Brogan Museum, that institution could not offer those benefits so the value was paid to the institution for staff, in lieu of assigning a permanent employee of the district. These positions are no longer in place.

Art, culture and heritage education can happen anywhere and everywhere at any age and setting.

- During one of the worst recessions in recent history, Leon County Schools have undergone tremendous budget cuts, more than $100 million. However, LCS works to maintain arts and cultural programs in K-12.
- All LCS schools offer at least one fine or performing arts class, as varied as African drumming and a blue grass band.
- 70% LCS children participate in cultural and art programs.
- There are more than 100 visual art, music, drama and dance educators in Leon County public elementary and secondary schools.
- Local schools are left to provide support for their arts and heritage curriculum with auxiliary funding (private donor donations, business donations, fundraisers, discretionary district funds, etc.).
- Often times the success of a school's art, culture and heritage programs depends on the strength of the principal and/or teachers and their ability to fundraise to create the creative learning environments that are envisioned.
- It is important that for school-age children cultural, heritage and artistic experiences are also offered outside of educational organizations. Tallahassee is fortunate to have top-notch community arts, cultural, heritage organizations that offer educational opportunities to enrich and complement the education offered in our area schools, home schools and Universities.
- COCA has created a variety of successful education-related programs, which should be continued such as: COCA for the Classroom, COCA for children and COCA's Arts in Education Newsletter.
- LCS have a variety of great partnerships with arts, culture and heritage organization in town such as COCA; FAMU; FSU – Master Craftsmen studio, Museum of Fine Arts, foreign languages departments; TCC; Lemoyne; Killearn Kiwanis Club; Goodwood Museum; the Holocaust Education Research Council; the Buffalo Soldiers Troupe, area Churches; Lee's Place; Junior League of Tallahassee; Mission San Luis; Riley House Museum; Tallahassee Museum; the Florida Supreme Court; the Florida Capitol; Leon County Public Library; and more.

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.

Objective: To promote the Foundation for Leon County School's find it & fund it, leon! program, www.finditfunditflorida.com/leon. Individuals, organizations and businesses are encouraged to invest in the creativity of a teacher to bring amazing learning experiences to their students. To get started, simply click on a grant listed and view the details and fund online. Using this easy-to-use module, teachers can request funds for projects from parents and businesses within the community to help fulfill their individual classroom needs. It's a virtual wish list that allows donors to instantly fulfill a classroom need with just a few key strokes.

This program offers a variety of community opportunities as it can be used by business, nonprofit organizations, and schools within a community to post opportunities such as student internships, volunteer opportunities, scholarships, and teacher externships. In addition, businesses can post offers of equipment, materials, and guest speakers for our public schools. Our teachers can also make requests from the community. It's a one-stop-shop clearinghouse of opportunities for our local students and teachers.

Strategy: 1) Foundation for Leon County Schools to work with COCA and LCS to promote the website and program to arts, heritage and cultural education providers. Also to provide a learning opportunity and training seminar annually for area teachers so they are all aware of the program and understand how to apply.

Strategy 2) Foundation for Leon County Schools to coordinate with the Greater Tallahassee Chamber of Commerce to provide information about "find it, fund it, leon!"

- The successes of "find it & fund it, leon!" program depends on community awareness.

2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.

Objective: This can be measured and encouraged by asking organizations to share their intent on COCA grant requests and/or other methods. COCA should encourage organizations to provide experiences for the community and/or children, from performances to executive internships.

3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.

- This is modeled after the successful Fulton County, Ga. program, which has received numerous accolades. This program would target students, ages 14-18, and provides arts education and job training.

- Throughout Arts at Work, students are exposed to various aspects of the arts industry-- from learning how to properly write an artist's bio and learning simple accountability such as being on time all the way to viewing an art gallery and putting on an art show. The program dedicates the focus of its activities to studying and producing art and throughout the 8-week program where the students become

"artists" with weekly training from a local artist. Leon County could successfully follow the model started in Fulton County, Georgia, which has received national accolades. Participants have to apply to participate in the program in a process similar to Youth Leadership Tallahassee.

- LCS supports the idea of an Arts at Work program.

Strategy: Work together with partners such as the Foundation for Leon County Schools, Leon County Schools and Northwood Arts Project to investigate this program more and provide recommendations to the COCA board of directors for implementation by January 2015, assuming available funding, with the first program launching no later than fall 2015.

"In fact, all people today, youth and adult, spend the majority of their lives learning outside the walls of formal classrooms." -- Institute of Museum and Library Services

4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.

Objective: To have participation at minimum at Springtime Tallahassee and Winter Festival celebrations as well as LeMoyne Chain of Parks Art Festival. Create opportunities to highlight the arts in schools (public, private and home schools) and support business in the City of Tallahassee.

Strategy: The advisory board of COCA, The Education Director, and current LCS individual responsible for supervising arts educators could partner with Governor's Square Mall and merchants to begin an annual art show. Partnering with merchants and driving business to the mall could also bring added visibility to the arts by having each school provide a display board that features art from participating schools.

5. An arts, culture and heritage curricula coordinator position at Leon County Schools should be created to serves as the businesses conduit between the schools, businesses and arts, heritage and cultural organizations. A designated arts, culture and heritage representative with experience in education would significantly expand arts, culture and heritage opportunities, continuing education and resources for teachers and their schools.

Objective: To create the arts, culture and heritage curricula coordinator position before the 2015-2016 school year.

Strategy: The position could assume a variety of responsibilities. Primarily, they could identify teacher development needs and provide resource in the arts, culture and heritage and work with area cultural organizations as a liaison to all schools and much more. They could also work with LCS administration and COCA to expand signature programs and create new signature programs such as a community Arts Extravaganza that showcases LCS talent from K-12 annually. On a smaller basis the position could coordinate a Performing Arts Nights at each LCS. This position would also serve as the "go to" for the local arts, culture and heritage organizations, among other duties.

- This is a new position which will require additional funding as well as additional funding for potential event expense, which may be offset by corporate sponsorships.

6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.

- This will allow a variety of individuals and organizations to come together to share ideas, discuss upcoming activities and network.

- Education contacts from the area schools should also be invited to attend and network.

- It is important that more structured networking events are coordinated and implemented monthly throughout the year.

- For more information, see page 44 of the COCA Implementation Subcommittee section.

7. A Youth & Education Network should be formulated as mentioned in the COCA Implementation Subcommittee section on page 45. **This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.**

8. Promote more "Art in Public Spaces," and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.

- Expand the current art in public spaces in the community.

- Specifically with LCS, build upon LCS art in community spaces programs. For example, the successful SAIL High School program where students created art in public spaces throughout campus that identify the subject taught in each building.

- In addition to the strategies mentioned on page 45 this should be expanded to include non-traditional art in public places opportunities that are complimented with educational signage.

- Provide artistic elements and educational-related signage in everyday spaces such as bus shelters, intersections and more.

- Create a standardized style of small educational sign, which has basic information such as title, artist, date and QR code to get more information.

Example 1): In 2013, with the bus shelters, Tallahassee expanded creative art in unique public spaces with the City of Tallahassee's bus shelter at the SE corner of Gaines St. and Railroad Ave. intersection. There is not currently signage explaining the artistic aluminum enclosure or how it is made, but that could be further developed.

Strategy: To incorporate art into Tallahassee's bus shelters and provide educational signage explaining the artistic element, creation, the artist, etc.

Example 2): With intersections there is an opportunity to encourage the community to do more creative art projects such as the Fall 2013 Market District's Paint the Pavement project, which was organized by the Market District Merchant's Association in partnership with the City of Tallahassee. There is no current signage explaining the project or how this artistic medium was created.

Strategy: To further expand Tallahassee's Sense of Place initiative by working to secure unique artistic elements in creative places and educate the public about the art. This could be installed or virtual signage that engages the community and explains the artistic medium and more.

Strategy: Create a coalition between COCA, Florida State University Department of Art Education, FAMU Department of Visual Arts, Humanities and Theatre, and LCS arts educators to develop appropriate signage for art in public places. This coalition could be managed by the Education Director and or chaired by an active member of the COCA board.

Strategy: Provide additional grant support through COCA to encourage the Florida State University Department of Art Education, 7 Days of Opening Nights, and other artists and art organizations willing to collaborate on to art murals in public places and provide educational signage and information related to public art.

Strategy: Expand COCA's Outdoor Public Art Directory and Map to include an easy to use web application for additional access to information about each piece of artwork.

9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.

Objective: To establish a cadre of volunteers who can expand arts and heritage opportunities for students in and out of the school setting. Volunteers with experience in the arts, heritage or education can be recruited from service organizations, colleges, COCA's online listings, Tallahassee Senior Center, etc. This would be staffed by staff person or a volunteer(s).

Examples of activities could include:

- Work with arts and heritage organizations to expand their outreach efforts. For example, the FSU Museum of Fine Arts has initiated outreach projects with schools where interns, arts students, teachers and other volunteers created information packets and lesson plans on specific exhibitions which are shared with schools to promote field trips or bring aspects of the exhibits into the schools. Materials can also be sent home with students for family participation. Not all cultural organizations have the staff to devote to such efforts.
- Work with cultural and heritage organizations and the schools to develop lesson plans which integrate the arts/heritage into core curriculum such as history or English lessons.
- Volunteer artists such as musicians, poets, actors, story tellers can put on performances in classrooms and assemblies. These can be integrated into core curriculum such as history or English lessons.
- Such activities can be shared with more than just schools. Exposure to arts/heritage activities should be available in recreational centers, Boys and Girls Clubs, after school programs as well as families.
- Peer groups of students with special artistic skills or heritage interests can be organized and trained to share their skills and interests with fellow students.

10. Promote lifelong learning for arts, culture and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.

Objective: To continue the success of past workshops; promote future workshops and offer a minimum of 4 workshops annually.

Strategy: The COCA Arts advisory group could help drive awareness of these opportunities. Support from Florida State University College of Visual Arts, Theatre, and Dance and FAMU's Department of Visual Arts, Humanities and Theatre, Osher Life Long Learning Center and volunteer members could drive the interest and success of future workshops. Social Media campaigns and information would also generate interest. Sponsors from local businesses like Ulrecht Art Supply, Michael's, Jo-Ann Fabrics, and Hobby Lobby could be reached for support and presentations that would help waive the cost of supplies. Current COCA facilities or LCS spaces could host these learning opportunities.

FUNDING AND FACILITIES

GOAL:

Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities but will give priority to existing organizations.

FINDINGS:

Leon County and the City of Tallahassee should be commended for their steadfast support of local arts, cultural and heritage organizations during economic conditions that have sometimes been referred to as the greatest recession since "The Great Depression." Unlike many communities throughout the region, the state, and the nation, funding for these organizations remained a priority for our community, with on-going support of elected Commissioners, the Mayor of Tallahassee, the current and former County Administrators, as well as the City Manager.

While the City of Tallahassee had a stable revenue base from which to identify general funds, Leon County Commissioners identified funds to replace declining general operating revenues. Cultural funding from the County was maintained through a creative solution, the use of Bed Tax funding.

Arts, cultural and heritage organizations, special events, festivals and educational conferences have diversified funding needs. Currently, the City and the County provide program and **operational support through the COCA re-granting program.** Under current COCA guidelines, a festival must host activities at multiple times during a single year to be eligible for funding. If that criteria is not met, **festival, special event and educational conference organizers may apply for limited funding from the Tourists Development Council, the Community Redevelopment Agency, or the Downtown Improvement Authority.**

There are limited resources for capital improvements. The Committee found that this funding need is an important priority.

Likewise, there is currently **no designated funding source for innovative new ideas or projects.** The TDC sometimes provides grant support for these emerging initiatives, but TDC funds are restricted to tourism impact, which is difficult to demonstrate as a start-up event.

"In creative placemaking, partners from public, private, nonprofit, and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city, or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire, and be inspired."

Ann Markusen, Markusen Economic Research Services
Anne Gadwa Nicodemus, Metris Arts Consulting
From Creative Placemaking

Imagine Tallahassee is considering a **"Quantum Leaps" grant program** as a possible concept for future funding of this type. "Quantum Leaps" are defined as highly significant advances or breakthroughs.

State statutes strictly govern the use of Bed Tax dollars. These statutes limit funding support to organizations and events that promote tourism. This is an important point, as there are many

"quality of life" experiences that drive economic development and ensure a strong community. Some significant events and organizations are not eligible to apply for the Bed Tax funds. The current pool from general funds available through the COCA grant process is not sufficient to provide the funding needed for non-tourist, more locally centered cultural offerings.

The City's portion of arts, heritage and culture funding from its general fund is available for more flexible funding strategies. These are valued by our community, including many cultural organizations, cultural activities and events. **Some organizations provide significant quality of life experiences, but cannot easily demonstrate their impact on tourism.**

Many of these organizations and events have been cited as examples of rationale to live here, move here, relocate a business, or start a business in our community. Thus, there is a need for continued support of these, as well as new and emerging events and organizations that serve our residents, all having the potential to increase quality of life, tourism, and revenue for our city and county.

Of equal importance is the value of State cultural organizations in our community. The experiences they offer truly make a dynamic cultural environment for our residents and visitors. Increased support of these facilities and events would further the bridge building between "town and gown" and ensure we remain a community of rich and diversified cultural offerings. The Committee does not recommend modification to the current COCA regranting program for this purpose, as it would significantly deplete the ability of municipal funding to support existing non-state entities. The Committee feels strongly that there are inadequate available dollars for both state and non-state cultural organizations that should be addressed with careful planning and new strategies.

Recent national studies indicate the fastest growing division of tourism is historic facilities and tours. **Increased collaboration between local arts, cultural and heritage organizations and municipal governments and state**

agencies, has the potential to significantly grow tourism and bed tax revenues for the collective benefit of all community stakeholders.

There are specific **funding sources for festivals, special events, and conferences.** These important activities create a "sense of place" and contribute significantly to the identity of our community, while providing promotional value to attract tourists and promote economic development.

There is clearly a need in our community for improved or additional performance spaces. Performance organizations that require seating for more than 1,200, as well as large rehearsal spaces, have the most difficult needs to be met. The community must go forward with an effort to create one or more new performance venues with a realistic plan, including the affordability for local groups to utilize the space.

In recent years, significant funds were set aside, and other efforts made, regarding the support for two specific cultural facilities (The Performing Arts Center and ArtsExchange).

While these specific initiatives sought out and received significant financial support from local government, existing facilities failed to generate support resulting in a lack of balance between the efforts to create new facilities and the preservation and improvement of existing facilities. During the economic downturn of the past five years, existing organizations found it difficult to fund ongoing facility needs, let alone make improvements or add to their facilities. This has left an urgent need to identify capital improvement funds for existing facilities, while also providing funds for new facilities.

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.

2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.

- These sources of funding may include NEA funds, private endowments and collaborative grants for which only a Local Arts Agency can qualify.

3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants. *(See PAGE 39 Chart Local Government Funding).*

- Create a designated web site with all grant opportunities and deadlines, including a link to (and from) every grantor's webpage. Each grantor should be required to provide this information and monitor its accuracy. The site will be created, managed and hosted by COCA.

4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.

- Consolidation of existing festival funding as reasonable and appropriate. (It is understood that CRA and DIA have geographical considerations that could limit consolidation)

- Comprehensive information and funding sources should be available on a designated site that will be created, managed and hosted by COCA.

5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations. *(See Addendum A1 for Grant Guidelines)*

- Follow the guidelines within the attached addendum

- A dedicated source of funding should be identified for this purpose, such as the use of Bed Tax dollars formerly set aside for the Performing Arts Center

6. The on-going need for performance venues must be addressed.

- Create collaborations and partnerships between performing arts organizations, universities, community colleges public schools and private venues

- Identify underused sites that are affordable and can be repurposed

7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future Performing Arts Center.

- Strategies for going forward with a future Performing Arts Center in our community should include a realistic business plan, workshops with community stakeholders, and efforts to unite the arts community,, and creating an affordable, well equipped, appropriately large, performing arts venue available for the community.

- The need for performance venues is a critical priority for performance arts organizations in our community. The community must go forward with the effort to create one or more new performance venues, but there must be a realistic plan, including the affordability for local groups to utilize the space.

8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our "sense of place."

- The community should establish a diversified committee to create a strategic plan for art in public places including desirable objectives for gateways, large and small.

- Partnerships with private and public funding sources should be established.

9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.

- COCA and the Community Foundation of North Florida should collaborate to create educational programming for arts, culture and heritage organizations to learn about establishing and growing endowments for long-term financial sustainability.

- All arts, culture and heritage organizations should strive for the goal of achieving institutional financial sustainability.

10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-

sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community. ***(See Addendum A2 for More Information)***

The Committee recommends a level of funding that would provide $5,000,000 over the 20-year life of the sales tax extension, or $250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at the Council on Culture and Arts (COCA).

- Examples of the types of programs or projects that may be supported through this grant are:

  1. Installation of Art in Public Places, such as at gateways and roundabouts

  2. Projects that promote a sense of place or identity in the community (Signature Festivals, Public Exhibitions, etc.)

  3. Projects that propel an organization to a new level of service to the community

  4. Projects that propel an organization to a new level of sustainability

  5. Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination

  6. Future KCCI initiatives

- The Leon County Sales Tax Committee has tentatively set aside up to 15% of the future proposed sales tax extension (currently the Blueprint 2000 tax) for economic development and is awaiting the recommendations by IMAGINE Tallahassee to make the final decisions regarding the allocation of funds towards economic development projects and initiatives.

- The Cultural Plan Review Committee has submitted this grant proposal to IMAGINE Tallahassee for inclusion in their recommendations to the Leon County Sales Tax Committee, as it meets several of the Goals and Strategies that have been identified through the IMAGINE Tallahassee visioning process.

- Some of the Goals and Strategies that are met by this grant funding proposal are:

Goals:

1. Increased visitor and tourist spending.

2. Media recognition as a cultural destination for in-state and out of state travelers.

3. Increase financial sustainability within our arts and cultural institutions.

4. Recognition of Greater Tallahassee as a metropolitan area "on the rise."

5. Increased employment in "creative industries."

6. Improved perception of Tallahassee as a place to live among young professionals.

Strategies:

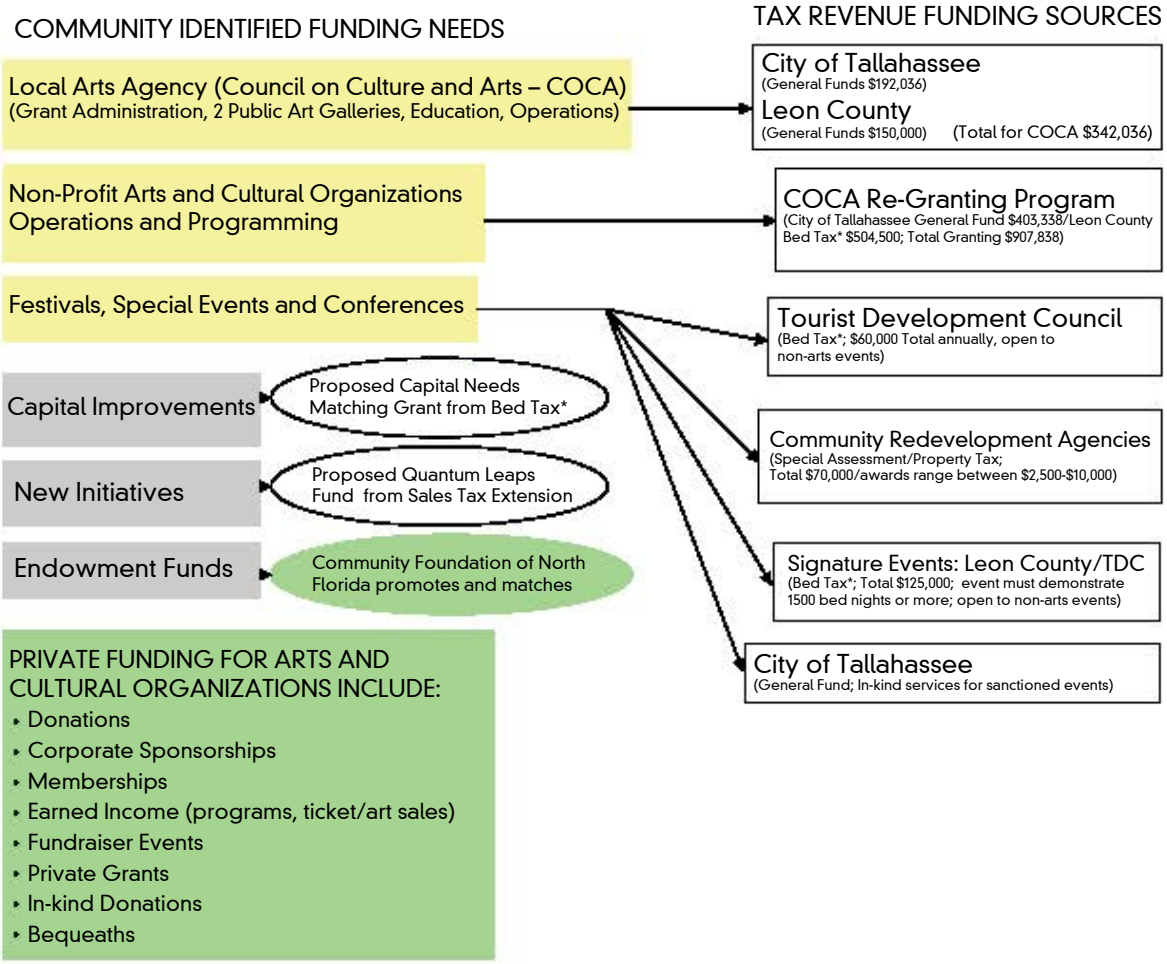
1. Ensure a level of "coolness" within downtown and surrounding urban areas.

2. Promote art in public places.

3. Foster the development of creative young professionals as catalysts for economic growth.

4. Foster financial sustainability in our arts and culture organizations.

CURRENT LOCAL PUBLIC FUNDING AVAILABLE TO ARTS AND CULTURAL ORGANIZATIONS (12/2013)



*Bed Tax dollars are limited by State of Florida Statute:
"if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;"

This chart is prepared by the Leon County/City of Tallahassee Cultural Plan Review Committee

Capital Area Cultural Plan

Painting by Lance deHaven Smith

PLAN IMPLEMENTATION

GOAL

The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.

FINDINGS:

The original Cultural Plan (2003) set forth goals, objectives, and strategies that were delegated to COCA to implement, manage, and evaluate. Some of the goals, objectives, and strategies included:

- The construction of the Arts Exchange and a community Performing Arts Center.
- An Arts Trolley serving the First Friday Gallery Hop.
- A Community Arts, Culture and Heritage Map of Tallahassee.
- Capital Culture Magazine published by COCA.

The Cultural Plan was overseen by an Audit Committee, which was appointed by the City and County Commissioners to guide the implementation of the plan for the first three years. They provided reports to the joint commissions in six and twelve month intervals. **The Audit Committee adjourned at the beginning of 2007.**

At the end of the Audit Committee's governance of the plan, the nation and community experienced one of the worst recessions in recent history. The economic downturn and other circumstances effected the implementation of the plan moving forward **as several goals, objectives, and strategies were tied to financial resources that were either reduced significantly or ceased to exist.**

Even with the financial impact of the recession, it is noted that **COCA was able to provide many valuable resources to the community.** These resources include, but are not limited to:

- One of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations in the City of Tallahassee and Leon County.
- Professional development and assistance to the cultural community (i.e. "Marketing Mondays", merchant service accounts for local artists, technical assistance workshops).
- Marketing and promotional services to the arts, culture, and heritage community (i.e. "More Than You Thought This Week" and "COCA Opportunities" email blasts, www.MoreThanYouThought.com calendar, and "COCA Buzz" in TLH Magazine (Sunday, Tallahassee Democrat)).
- Administer the "Art in Public Places" program, which includes curating art exhibitions at City Hall and the Tallahassee Regional Airport.
- Support for arts, culture, and heritage educators and learners through the monthly "Arts in Education Newsletter", the annual "COCA for the Classroom" resource guide, and the "COCA for Kids" directory.

The Cultural Plan Review Committee determined from assessment of the original plan and best practices of other community cultural plans (see Austin, Texas; Asheville, North Carolina; et. al.), that **an annual review of**

the new plan will provide the arts, culture, and heritage community and stakeholders a "living plan" and allow for changes in the plan when they are deemed necessary.

The Cultural Plan Implementation Subcommittee met with the Board of Directors and Staff of COCA, representatives from the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, and City and County Commissioners, as well as community stakeholders in culture, arts, and heritage and one message was overarching in all conversations – **COCA, as our community's designated local arts agency, should take the lead as the umbrella agency for culture, arts, and heritage in the City of Tallahassee and Leon County.**

Community leaders agree that COCA should operate as the local arts agency for all in the City of Tallahassee and Leon County. That being said, it is noted that the **statements below, gleaned in the review process, represent some of the concerns about COCA in the past. These concerns of the past should not reflect on perception of COCA moving forward.** Our local arts agency should be:

- Advocate for arts, culture, and heritage organizations in our community and avoid competition with arts, culture, and heritage organizations and individuals.
- Agency whose mission is driven by an organizational strategic plan and in step with the Cultural Plan of the City of Tallahassee and Leon County avoiding projects not at the core of their mission and Cultural Plan.
- Agency, which fosters operational and collaborative relationships with various organizations, individuals, and governmental agencies.

During the review of the original Cultural Plan, the **Executive Director of COCA tendered her resignation** to embark on a new phase of her professional life. With a new cultural plan and in seeking a new director, **COCA's Board of Directors has a unique opportunity to engage a new leader that can guide the organization forward and elevate culture, arts, and heritage in our community by:**

- The adoption of the new Cultural Plan for the City of Tallahassee and Leon County.
- Collaborative, cooperative, and networking engagement opportunities with civic, cultural, and educational organizations and individuals in the community.

RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.

- Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
- COCA should continue to annually evaluate grant-funding requirements for culture, arts, and heritage organizations that contribute to the advancement of culture, arts, and heritage in Tallahassee and Leon County, which meet the needs of the entire community.

2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.

- COCA will work with local, regional, and national foundations and re-granting organizations to secure grant funding for individuals advancing culture, arts, and heritage programs in the City of Tallahassee and Leon County.

For Example:

- Governmental and Regional (National Endowment for the Arts, National Endowment for the Humanities, South Arts, Division of Cultural Affairs, Florida Humanities Council, et. al.)
- National foundations (Doris Duke Foundation, Knight Foundation, Wallace Foundation, Ford Foundation, Andrew W. Mellon Foundation, et. al.)
- Other funding opportunities that only COCA can apply as the local arts agency for the City of Tallahassee and Leon County.

3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.

- This may be a National Endowment for the Arts "Our Town" grant that promotes Creative Placemaking. Creative Placemaking is defined by the NEA as, "leveraging the arts to create a distinct sense of place through increased creative activities, produce vibrant local economies that together capitalize on existing assets, and/or make communities more livable through enhanced quality of life."
- Examples of collaborative grants COCA has applied for (2000-2015), include but are

not limited to, the National Endowment for the Arts, ArtPlace America: Innovation Grants, Visit Florida, John S. and James L. Knight Foundation, Gannett Foundation, and Division of Cultural Affairs, State of Florida.

4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.

- The executive director of COCA will seek partnerships and collaborations through networking, professional opportunities, and board and committee seats (appointed, ad hoc, ex officio, etc.) with the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, Network of Young Professionals, Big Bend Minority Chamber of Commerce, and other civic organizations.

5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.

- This group will consist of community leaders (i.e., executive directors of arts, culture, and heritage organizations) and businesses in the City of Tallahassee and Leon County with the membership setting goals and objectives through a shared vision.
- This network will be administered through COCA and facilitated by their executive director to seek improved communication between leaders in the arts, culture, and heritage community providing a platform for synergy, collaboration, cooperation, communication, and advocacy.
- This network can provide a forum for professionals from organizations to:
- Encourage and enable program providers to seek opportunities for collaboration and cooperation,
- To build a support network for professionals working in the arts; and
- To create comprehensive systems of presenting the arts to our community.

6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.

- COCA will use the quantitative and qualitative data provided by local arts, culture, and heritage organizations participating in the COCA Grant Programs and information from other arts, culture, and heritage businesses and state partners to create a "One Sheet" to educate local governments, businesses, and individuals about the intrinsic and extrinsic value of arts, culture, and heritage in the City of Tallahassee and Leon County.
- This "One Sheet" report is different than the Annual Reports issued to the City of Tallahassee and Leon County per COCA's contracts with said agencies in that it:
  - Includes information by local arts, culture, and heritage businesses and state partners, not participating in the COCA Grant Program, but have a cultural and economic impact in the City of Tallahassee and Leon County.
  - Is more of a "one-sheet" document that can provide information to individuals, organizations, and

businesses on the impact arts, culture, and heritage has in our community. ***(See example in Addendum A3)***

- Uses more quantitative data provided by organizations and local artists to exhibit the economic, educational, and community impact of arts, culture, and heritage in the City of Tallahassee and Leon County.
- Would use the results of the "Economic Impact Study," which COCA would conduct every five years ***(See Goal #8).***

- As referenced above, COCA provides an Annual Report to the commissions of the City of Tallahassee and Leon County reporting back the progress of their previous year's contract. It is recommended that COCA's reporting to the commissions of the City of Tallahassee and Leon County be streamlined to one report that provides the information needed and necessary to satisfy both contracts; in one document.

7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.

- This group will consist of arts, culture, and heritage educators and administrators seeking to elevate educational opportunities, share resources, and advocate for arts, culture, and heritage education in the community. This may include:

  o PK – 12 educators and administrators in private, public, and home school education.

  o Public, private, and non-profit arts, culture, and heritage organizations including but not limited to museums, after-school programs, community arts programs, private arts instruction (music, art, dance, theatre, etc.), and other arts, culture, and heritage educational opportunities available in the City of Tallahassee and Leon County.

  o Florida State University, Florida A&M University, and Tallahassee Community College departments, programs, and colleges supporting arts, culture, and heritage education in the community.

- The network may also be responsible for recognizing "arts educators of the year" in the community and should be facilitated by COCA's Education Director.

For Example:

- The Brevard Cultural Alliance acknowledges excellence in arts education to build an understanding of the importance of the arts, culture, and heritage in the schools.
- www.artsbrevard.org/programs-and-grants/for-educators/excellence-in-visual-arts.html

8. The Board of Directors and Staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.

9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community

with an "Economic Impact Study" every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.

- These studies can be produced in partnership with the Americans for the Arts as was the Arts and Economic Prosperity study that COCA conducted in 2008, which was published in 2009.
- At the time of this report, the cost of the study through the Americans for the Arts is $8,500.
  - o More information is available at: www.americansforthearts.org/information_services/research/services/economic_impact/iv/custom.asp

10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:

- Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
- Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
- Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.

The Cultural Plan Advisory Committee (CPAC) is charged with reporting progress and assisting stakeholders with implementation of the Cultural Plan for the City of Tallahassee and Leon County. The committee is not established to provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan.

This advisory committee will consist of individuals in our community who have a vested interest in arts, culture, and heritage and represent diverse communities including but not limited to visual arts, music, dance, theatre, heritage, education, film, and creative writing.

- o The Cultural Plan Advisory Committee will be made up of 13 members, who are arts, culture, and heritage stakeholders in the community:
  - o Community leaders initially drawn from Subcommittee chairs of CPRC and/or Arts, Culture, and Heritage Community Stakeholders (4 total)
  - o Community leaders/administrators in arts, culture, and heritage (2 total)
  - o COCA board member and executive director (2 total)
  - o Leon County School teacher and/or administrator (1 total)
  - o Greater Tallahassee Chamber of Commerce/EDC (1 total)
  - o Visit Tallahassee/Tourist Development Council (1 total)
  - o Colleges and Universities (TCC, FSU, FAMU) (2 total)
- The committee and key stakeholders will meet every six months to discuss successes and challenges of the plan implementation, suggest possible changes and amendments to the plan, and determine any unmet needs. Annually, the committee will present a Cultural Plan Progress Report which will include success findings, suggested modifications, and needs assessments to the commissions of the City of Tallahassee and Leon County and other key stakeholders.

- o The CPAC will meet with the COCA Board in a timely manner to assist in recommendations for funding to the Leon County and City of Tallahassee Commissions prior to their annual budget workshops.
- o The committee will operate in the calendar year.

After two years under the new Cultural Plan, the Cultural Plan Advisory Committee will sunset as an independent committee and become an ad hoc committee of the COCA Board.

11. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation.

- Participation in this workshop should include members of:
  - o Cultural Plan Advisory Committee
  - o Council on Culture and Arts
  - o Tourist Development Council
  - o Greater Tallahassee Chamber of Commerce
  - o City of Tallahassee Government
  - o Leon County Government
  - o Leon County Schools
  - o Florida State University
  - o Tallahassee Community College
  - o Florida A&M University
  - o Economic Development Council
  - o Community Redevelopment Authority
  - o Others who may be in a position to move the plan forward
- The goals of this workshop would include:
  - o Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the City of Tallahassee and Leon County.
  - o Establish opportunities for collaboration.
  - o Understand and begin the creation partnerships needed to implement the Cultural Plan.

12. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.

ADDENDUM

Capital Area Cultural Plan

Addendum A-1

PROPOSED CAPITAL NEEDS MATCHING GRANT FOR ARTS AND CULTURAL FACILITES

Purpose of the Program – To offer support and funding for renovation, new construction, or acquisition of cultural facilities located in Leon County or the City of Tallahassee.

A Cultural Facility is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

Basic Eligibility: All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

1) Be physically located in the City of Tallahassee or Leon County, Florida.

2) Be a non-profit, tax exempt Florida corporation according to these definitions:

Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes;

Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and

Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.

- It is understood that the source of grant funds may result in additional requirements that affect eligibility for applicants.

Grant Requirements:

A. Own or have an executed lease for the undisturbed use of the land or buildings or both. In cases where either the land or buildings or both are leased by the applicant, the owners must also meet the criteria in number 1 above. **Exception:** Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.

B. Retain ownership of all improvements made under the grant. Exception: Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.

C. An organization operating budget showing total revenue and support for the last completed fiscal years.

D. A digital file reduction of current architectural plans.

E. Support letters indicating project impact and worthiness (5 letters or fewer.)

Grant Restrictions:

The Cultural Facilities program grant does not fund feasibility studies, architectural drawings or operational support.

Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at *www.nps.gov/history/hps/tps/tax/rhb/.*

Although applicants may apply for more than one project, applicants can only have one "open" cultural facilities grant at a time.

Submissions and Review Calendar – to be determined

Request Amount: The maximum grant amount that may be requested is $500,000. There is no minimum amount. Only a single application for any applicant may be submitted in the same year.

Match Requirements: Organizations must demonstrate SECURED funds equal to the amount requested ($1 to $1 match). The funds must be placed in a designated account for the sole purpose of the project and there will be accountability requirements before, during and after the release of grant funds. Alternative or additional match requirements may be required depending on the funding source.

Single Phase and Multi-Phase Projects:

Single Phase Projects are defined as those which will be completed within 21 months after grant funds are available.

Multi- Phase Projects are defined as those for which funding will be requested for different phases of the ***same*** project over a period not to exceed 3 years. Multi-phase projects ***must*** have activities in each year for which funding is requested. Requested total amount may not exceed $500,000, but grant funds may be allocated to the applicant in varied amounts, subject to project needs and availability of matching funds.

All required matching funds must be secured prior to grant approval.

Applicant must define phases of the project and submit a separate request for each project phase over the 3-year period. Phases must be numbered in keeping with the order of the project and application submissions.

For multi-phase projects, applicants should describe all construction or renovation work to be done (i.e., all additional phases), beyond the construction or renovation described in the original proposal. Applicants should describe a clear understanding of the entire project. Applications that are not identified as "multi-phase" will be determined to be single phase, which could result in forfeiture of funding if project is not completed on time.

Changes in Project Scope or Venue: Anything that substantially reduces the scope or character of the funded project is not allowed. Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle.

Project Extensions: Grant period extensions for single-phase and multiphase projects may be requested by the organization. An extension of the completion date must be requested at least 30 days prior to the end of the grant period.

Extensions may not exceed 120 days for any single-phase project or 120 days for any phase of a multiphase project unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

Multiphase projects remain subject to the original overall time limitation (i.e. 3 consecutive years), regardless of the number of approved grant extensions. A Grant Amendment Request (GAR) form (see Grant Forms) should be used when requesting an extension.

Non-Allowable Costs: Grant funds may not be spent on the following:

A. General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

B. Costs associated with representation, proposal, or grant application preparation.

C. Costs incurred or obligated before project timeline approved in the grant process.

D. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.

E. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.

F. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.

G. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.

H. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.

I. Re-granting, contributions, and donations.

J. Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement.

Review Criteria and Scoring:

Each eligible application will be evaluated on competitive criteria.

Criteria	Application section(s)	Worth
Scope of Work	Scope of Work: Project Narrative and Phases	up to 25 points
	• Describe the project for which you are requesting support. • Describe how the board has been engaged in using an inclusive, thorough planning process to make informed decisions about the project. • Describe the ability to operate and maintain equipment/facility after the project is complete. • Provide a detailed construction schedule for the project. • Describe how the project corresponds to the organization's long-term facilities plan. • Have permits been secured, if applicable?	
Project Budget and Matching Funds	Proposal Budget Detail: Expenses Proposal Budget Detail: Income	up to 25 points
	Matching Funds Statement • Describe the administrative and financial capabilities to implement the project, including budget. • Demonstrate financial need for a grant. • Provide three years organizational and financial data. • Have matching funds committed to the project or demonstrate an ability to raise funds to complete the project. • Have capital reserves in place or demonstrate an ability to successfully fund depreciation. • Include a project budget that identifies all sources of funding (committee, pending and/or projected). • Include a project budget where the costs are prioritized and informed by construction drawing phase engineers/estimates or professional third party bids. • Have identified and/or hired the project's leadership and key contracted personnel, as needed, and demonstrate they have the appropriate skills and capacity to implement the project. • Demonstrate that there is a current capital campaign for this project and how additional funds to complete the project will be obtained.	

Need for Project	Need for Project and Operating Forecast Detail	up to 25 points
	• There must be a demonstrated need for the project that is integral to the mission and overall strategic organizational plan. • Demonstrate that the project is appropriately sized relative to the capacity and needs of the organization. • For projects that either expand programming or square footage, or both, provide evidence of market demand for said expansion. • For maintenance and/or repair projects, demonstrate that it is in the context of an overall capital needs assessment and replacement schedule. • Describe the project's use of energy efficient products and/or technologies. • Describe the project's impact on accessibility, quality of life, job creation, economic growth, cultural tourism or other issues deemed relevant. • Describe how the project will sustain and/or enhance the future operating stability/capability of the facility. • Describe the broad-based community support the project has and the number of constituents affected. • Demonstrate cooperation between local community groups, professional companies, organizations and local government authorities to ensure the most efficient use of available resources, as well as high level of community support for the project.	
Project Impact	Project Impact	up to 25 points
	• Demonstrate expected increase in visitor draw to the facility being improved. • How will the project be evaluated? What goals or outcomes are you expecting? • Detail how this project will affect the audience and communities served by your organization. • Demonstrate ability of project to have a positive impact on cultural awareness on a local, regional or statewide basis. • Thoroughly analyze the impact the capital project will have on the organization's future finances if expanding square footage or programming.	

Possible Bonus Points for Length of operational service:

10 to 15 years – 2
15 to 20 years – 3
More than 20 years - 5

The total possible number of points is 105. The Application Review Committee's evaluation will be based on the information contained in the application and required attachments. The Committee members' individual ratings will be averaged to determine a final score for each application.

Applications receiving a score of 75 or higher will be considered for funding.

Addendum A-2

RECOMMENDATION PRESENTED TO IMAGINE TALLAHASSEE ON 10/14/13 FROM THE FUNDING AND FACILITIES SUBCOMMITTEE OF THE CULTURAL PLAN REVIEW COMMITTEE

Growing our destination product for travel and tourism while supporting a creative culture and urban lifestyle

Goals:

1. Increased visitor and tourist spending.
2. Media recognition as a cultural destination for in-state and out of state travelers.
3. Increase financial sustainability within our arts and cultural institutions.
4. Recognition of Greater Tallahassee as a metropolitan area "on the rise".
5. Increased employment in "creative industries."
6. Improved perception of Tallahassee as a place to live among young professionals.

Strategies:

1. Ensure a level of "coolness" within downtown and surrounding urban areas.
2. Promote art in public places.
3. Foster the development of creative young professionals as catalysts for economic growth.
4. Foster financial sustainability in our arts and culture organizations.

Create a funding source that provides competitive grants to arts and cultural organizations, as well as state and local government, for projects or programs that allow the organization to achieve a "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability.

Examples of projects or programs that could be eligible:

1. Art in Public Places
2. Projects that promote a sense of place or identity in the community
3. Projects that propel an organization to a new level of service to the community
4. Projects that propel an organization to a new level of sustainability (investment now, save money over time)
5. Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination
6. KCCI initiatives

Executive Summary: Economic Development efforts for our region rely on competitive assets. A highly educated workforce, thriving high-tech presence, and a community committed to visual arts, performing arts, science, and historical experiences are all essential factors. To maintain the ability to grow and attract new business, our community must offer outstanding quality-of-life experiences that include cultural facilities, programs, and events.

Culture is essential economic development unto itself. According to the most recent regional analysis (Americans for the Arts Economic Prosperity Report, 2009), combined with its complimentary thriving tourism market, culture is an industry that supports

2,720 FTE employees in our community with a unique economic impact of $74,567,307. It is simply good business to support and grow the benefits of culture and historic resources.

HOW CULTURE ADDRESSES THE SALES TAX THEMES

Sense of Community- Art and historic experiences offer an immeasurable mechanism for growing its creative class. When artists, performers, historians and other related professionals are valued, offered competitive salaries, have opportunities for employment and are encouraged to be both artists as well as successful entrepreneurs, business prospers. To earn a reputation and "sense of community" where extraordinary art abounds, there must be thriving, attractive facilities, events, experiences and spaces, both indoors and in the natural environments that foster the creation of art and celebrate its presence.

Connectivity – There is a physical connection between spaces when sidewalks, bikes, and trails link neighborhoods and sections of our community. Art offers the opportunity to make emotional connections. Some cities have used "Cows on Parade," "Flamingos on Parade", or other iconic community symbols to unite what the community values with original art.

This results in making unique connections between streets, shopping districts and an overall sense of unity. Some municipalities have used street pavers to create artistic messages. Landscaping can also be artistic renderings.

There should be careful consideration to what types of art might define our community and make these types of connections. But, the purpose of this proposal is to promote consideration for the importance of incorporating art into the Connectivity plan.

Economic Vitality – All firms contemplating relocation or expansion consider the many resources a community offers. Families require good schools, activities, and quality of life experiences, as well as diversified employment opportunities for spouses. Graduating students from institutions of higher education consider salary and opportunities for advancement, as well as the "livability" of the community. Seniors look for life-long learning and volunteer opportunities to remain engaged and active members of society. It is not unreasonable to think a family's need to relocate for one member's professional advancement may bring multiple generations of its members.

When there are rich cultural experiences, a vibrant night life and activities that are valued by people of all demographic groups, the chances to build on the economy flourish. In every culture throughout history, one of the most important aspects of the economy has been the value placed on artistic achievement and offerings. Today in Tallahassee, as well as the world, that remains true. The importance of culture should not be underestimated regarding the economic vitality of our community.

Parks/Ecotourism –The "other Florida" is the one we call home. The mighty Apalachicola, Wacissa, and Aucilla rivers tie to lakes, streams and ponds, while offering a plethora of ecotourism experiences. We are home to one of the greatest natural history museums in the state, national and state parks, and we are a city with nationally acclaimed parks and related programs. Cultural experiences abound in these locations and must be supported.

There are opportunities to expand our offerings. Heritage trails, the site of the "First Christmas", and an expansion of collaboration between destinations, state and municipal agencies, the Leon County Tourist Development Council and other stakeholders will flourish, if cultural organizations can be strengthened to increase programs offered in our parks and the number and quality of eco-tourism experiences.

Gateways – Art in Public Spaces is the most obvious example of how culture can positively impact gateways to our community. While there have been some wonderful and unique installations, there is no cohesive vision for art in public spaces to enhance our gateways. Imagine art at interstate exit and entrance ramps that make a statement about our "sense of place." Art can also be installed in roundabouts to create community gateways.

It would be ideal if the community would establish a diversified committee to create a strategic plan for art in public places, including desirable objectives for gateways, large and small.

ADDENDUM A-3

A strong Return on Investment

Twenty-two organizations were funded through the City's Cultural Service Grants last year for a total of 2.85 million dollars, approximately one-third of one percent of the City's budget (00.3).

The Arts and Culture Industry:

- *Supports 756 jobs*
- *Spends 29 million in the local economy*
- *Provided 364,907 free and reduced price tickets*
- ***Achieved an overall economic impact of 58 million***

Arts and Culture Fuel the Economy by:

- *Strengthening Education*
- *Promoting Economic Development*
- *Energizing Downtown*
- *Advancing Tourism*

All YOURS for $3.27

A Great Return on Investment.

Let decision makers know that you value investments in arts and culture.

City Council 630-1377 | cityc@coj.net
Mayor Alvin Brown | 630-1776 | mayorbrown@coj.net

Cultural Council

Jacksonville INVESTS $3.27 PER PERSON in the ARTS

CULTURAL ORGANIZATIONS FUNDED BY THE CITY OF JACKSONVILLE

A sample of what these groups offer to citizens:

CUMMER MUSEUM OF ART AND GARDENS
» *Serves 2,500 kids with disabilities at a Very Special Arts Festival*

FLORIDA THEATRE
» *Generates more than 1,800 hotel room nights through visiting artists and patrons*

JACKSONVILLE SYMPHONY ORCHESTRA
» *Brings more than 179,000 people downtown during the concert season*

MUSEUM OF CONTEMPORARY ART
» *Offers free admission to families every Sunday*

MUSEUM OF SCIENCE AND HISTORY
» *Houses the largest single-lens digital dome planetarium in the United States*

WJCT PUBLIC BROADCASTING
» *Provides Radio Reading Service to 21,000 visually impaired people in Duval County*

BEACHES AREA HISTORICAL SOCIETY
» *Hosts more than 300 students annually to learn about the history of the First Coast*

BEACHES FINE ARTS SERIES
» *Presents eight concerts featuring internationally acclaimed artists free to the public*

CATHEDRAL ARTS PROJECT
» *Serves as the leading provider of free, standards based art instruction to 1,800 disadvantaged children*

JACKSONVILLE CHILDREN'S CHORUS
» *Provides a unique program of musical instruction to boys experiencing vocal expansion through it's Young Men's Choir*

PLAYERS BY THE SEA
» *Provides drama instruction to children of military personnel stationed at Naval Station Mayport.*

RIVERSIDE FINE ARTS ASSOCIATION
» *Provides free musical programming to 22,000 students from 50 elementary schools on the First Coast*

THEATRE JACKSONVILLE
» *Nurtures First Coast Writers through the Playwright's Exchange Program and the 12-hour Playwriting Competition*

THEATREWORKS
» *Makes professional children's theatre accessible to 50,000 students and their families*

ATLANTIC BEACH EXPERIMENTAL THEATRE
» *Brings senior citizens together with students to share stories resulting in community performances*

CITY KIDS ART FACTORY
» *Provides free, high level art instruction to underserved students in the urban core*

FRIDAY MUSICALE
» *Provides scholarship assistance to young musicians, many of whom have performed and taught around the world*

JACKSONVILLE HISTORICAL SOCIETY
» *Creates award-winning documentaries on local history in partnership with public and commercial broadcasting stations*

MANDARIN MUSEUM AND HISTORICAL SOCIETY
» *Combines historical and environmental themes in an annual River Celebration Day*

RITZ CHAMBER MUSIC SOCIETY
» *Brings positive media attention to Jacksonville as our nation's only all African-American chamber music ensemble*

STAGE AURORA
» *Promotes literacy by securing one of the area's only grants from the National Endowment for the Art's for its Big Read program*

Arts and Culture: *A Great Return on Investment!*

Capital Area Cultural Plan

ADDENDUM A-4

SOME OF THE INDIVIDUALS INTERVIEWED, ORGANIZATIONS THAT PRESENTED AND DOCUMENTS STUDIED BY THE COMMITTEE

Economic Development and Marketing

Anne Mackenzie, Board Member, Past Chair COCA Board

Amanda Thompson, COCA

Christopher Heacox, Executive Director, Seven Days of Opening Nights

Erica Thaler, Education and Marketing, COCA

Jane Barron, Red Hills Horse Trials

Jay Revell, Downtown Improvement Authority

Kay Stephenson, Board Chair, COCA Board

Kelly Dozier, Chair, LeMoyne Chain of Parks Art Festival

Lee Daniel, Tourist Development Council/Visit Tallahassee

Marvin Mayer, Red Hills Horse Trials

Michael Parker, Director, City of Tallahassee Economic Development

Ni'Cole McRae, Owner, Ni'Coles Performing Arts Center

Peggy Brady, Executive Director, COCA

Quincie Hamby, Local Artist

Raoul Clarke, President of Springtime Tallahassee

Roxanne Manning, City of Tallahassee

Sean Pittman, Big Bend Minority Chamber of Commerce

Sue Dick, Greater Tallahassee Chamber of Commerce

Also spoke with or obtained information from:
Athens, Georgia Cultural Plan
Austin, Texas Cultural Master Plan
Asheville, North Carolina Cultural Plan
Boulder, Colorado Cultural Plan
Charlotte, North Carolina Cultural Plan
Chattanooga, Tennessee Cultural Plan
Denver, Colorado Cultural Plan
Houston, Texas Cultural Plan
Madison, Wisconsin Cultural Plan
Portland, Oregon Cultural Plan

Education

Althemese Barnes, Executive Director, Riley House Museum

Amanda Thompson, COCA

Amanda Whitaker, Gilchrist Elementary

Barbara Willis, Assistant Superintendent, Leon County Schools

Christopher Heacox, Seven Days of Opening Nights

Donna Callaway, Former Principal, Raa Middle School

Gil Ziffer, City Commissioner

Jackie Pons, Superintendent, Leon County Schools

Janet Pichard, Tallahassee Ballet

Judy Arthur, Teacher, Leon High School

Judy Crews, Retired Leon County Art Teacher and Guidance Counselor

Leslie Puckett, Tallahassee Senior Center Art Coordinator

Lori Danello Roberts, Northwood Arts Project

Michi Meko, Fulton County Arts Council

Nancy Miller, City Commissioner

Ni'cole McCrae, Nicole's Performing Arts Center

Rosanne Wood, former SAIL Principal, COCA Board Member

Russell Daws, Executive Director, Tallahassee Museum

Sheila Costigan, Executive Director, Foundation for Leon County Schools

Viki D. Thompson Wylder, PhD, Curator of Education, FSU Museum of Fine Arts

Also spoke with or obtained information from:
Savannah College of Business
Brevard Council of the Arts
Arts Foundation of Martin County
Fulton County, Art-At-Work program
Cultural Arts Alliance Walton County
Palm Beach County Cultural Council
United Arts of Central Florida
St. Johns Cultural Council
Miami/Dade Department of Cultural Affairs

Funding and Facilities

Allys Paladino Craig, Director, FSU Fine Arts Museum

Althamese Barnes, Executive Director of Riley House Museum

Beth Lewis, Executive Director of Goodwood Museum

Bob Inzer, President, Board of Directors -The Florida Center for Performing Arts and Education

Chris Heacox, Executive Director of 7 Days of Opening Nights

Danny Langston, Board President, Challenger Learning Center

Susan Borland, Education Manager – Challenger Learning Center

Jevelle Robinson, Executive Director – African Caribbean Dance Theater, Inc.

David Watson, Treasurer, Tallahassee Symphony Orchestra

Terry Galloway – Director and Founder Mickee Faust Club

Donna Nudd –Member Board of Directors – Mickee Faust Club

Felicia Leborgne Nowels – President, Board of Directors –
The Mary Brogan Museum of Art and Science

Marcus Rhodes – Executive Director, Southside Arts Complex

Gil Ziffer, Commissioner, City of Tallahassee

Janet Pichard, Executive Director, Tallahassee Ballet

Lee Daniel, Executive Director, Leon County Tourist Development Council

Kerri Post, Deputy Director, Florida Department of State

Larry Fuchs, Board President, LeMoyne Center for the Visual Arts

Mandy Sauer, Executive Director, Tallahassee Symphony Orchestra

David Watson, Treasurer, Board of Directors – Tallahassee Symphony Orchestra

World Ballet

Valerie Arsenault, Music Director – The Tallahassee Bach Parley

Peggy Brady, COCA Executive Director

Russell Daws, Executive Director, Tallahassee Museum of History and Natural Science

Teresa Davis, Executive Director, Tallahassee Little Theatre now Theatre Tallahassee

The Facilities Committee contacted all 2012 COCA grant recipients requesting their input regarding current and future facilities needs.

Reviewed materials, studied data, attended meetings of:

Historical budget data from City of Tallahassee and Leon County

Reports and information provided by COCA

Sales Tax Committee meeting/presentation by proponents of proposed Performing Arts Center

Imagine Tallahassee Steering Committee Meetings

Form 990 tax returns for COCA grant recipients

Various cultural plans from other cities

Capital Improvement and other Grants provided to arts and culture efforts from various states

Plan Implementation

Anne McKenzie, COCA Board

Barbara Boone, Greater Tallahassee Chamber of Commerce

Gil Ziffer, City Commissioner

Johanna Money, COCA Board

John Lawrence, COCA Board

Kay Stephenson, COCA Board Chair

Kristin Dozier, County Commissioner

Lee Daniel, Tourist Development Council/Visit Tallahassee

Dr. Matthew Shaftel, Florida State University

Mike Pate, KCCI and original plan committee member

Mirium Burns, Former Director of Tallahassee Symphony Orchestra

Peggy Brady, Executive Director of COCA

Ramon Alexander, COCA Board

Rosanne Wood, COCA Board

Russell Daws, Executive Director of Tallahassee Museum

Scott Maddox, Tallahassee City Commissioner

Sue Dick, Greater Tallahassee Chamber

Stephen Hogge, COCA Board

Presentations Made to the Whole Committee:

Gil Ziffer, Tallahassee City Commission
Jackie Pons, Superintendent and Barbara Wills, Assistant Superintendent, Leon County Schools
Kay Stevenson, Chair COCA Board
Lee Daniels, Executive Director, Visit Tallahassee
Peggy Brady, Executive Director of COCA
Robert Bendus, Florida Department of State

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City of Tallahassee/Leon County
Cultural Plan Review Committee

Capital Area Cultural Plan

Executive Summary of the Cultural Plan Review Committee Interim Report – June 2013

After a thorough review of the 2003 Cultural Plan, interviewing many stakeholders of the arts, culture and heritage community and assessing the current state of same in our community, the Committee recommends updating the current objectives and strategies for the *Council on Culture and Arts* (COCA). Much has changed since the 2003 plan was written. There has been a formerly unanticipated economic downturn which has caused government and private funding to be dramatically reduced. This has led to many organizations having to reduce their staff and find more creative ways to continue to work on their mission with fewer resources. In addition, some of the goals of the original plan have proven to be unsupported by the community and no longer need to be pursued and other goals which have not had much focus are more important now, in light of the new economic reality.

The committee also recognizes that there are several groups working independently to provide new programs and support to the local arts and cultural community. We strongly suggest that some of these initiatives be combined in an effort to strengthen resources and eliminate duplication of efforts, thus providing stronger support for a united goal – funding and promoting the cultural community.

ECONOMIC DEVELOPMENT

In an effort to maximize opportunities for Economic Development generated by the arts, culture and heritage community we recommend the following:

1. Work to improve marketing and advertising campaign for promoting Tallahassee/Capital Area as a cultural hub
2. Review the Trolley system/transportation system linkages to further connect the cultural districts which have been and are being developed throughout Tallahassee
3. COCA partner with the Greater Tallahassee Chamber of Commerce Entrepreneur Program and the Jim Moran Institute to assist locally owned arts, culture and heritage businesses get established and grow
4. Work to collaborate with Secretary of State/Visit Florida in efforts to improve Tallahassee/Leon County authentic historical assets such as The Grove, Mission San Luis and the DeSoto Encampment site and other heritage and cultural state run destinations in our community
5. Work to collaborate with Visit Tallahassee on other local heritage and cultural destinations
6. Request Visit Tallahassee/COCA combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format
7. Visit Tallahassee should market Tallahassee as a “location site” for the film industry in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and

other film orientated organizations

8. COCA should work to collaborate with Visit Tallahassee to promote local heritage and cultural destinations
9. COCA should provide annual economic impact reports for arts, culture and heritage in our community.
10. Increase the concept of community arts liaisons including the expansion of the existing art liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.
11. Recommend improving the "Artful Questions" and feature artist section of the Tallahassee Democrat to provide more in depth stories about arts organizations, artists, musicians, COCA board members, etc.
12. COCA should create a guide or checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community

EDUCATION

The Committee has found that COCA has implemented select arts and heritage educational programs and works to further awareness of arts and heritage education opportunities in the community. There is continued opportunity for growth in this area, and new projects must be considered for implementation. Based on significant research and conversations with community members, the Committee feels that awareness of arts and heritage educational programs could be significantly furthered in Tallahassee by implementing the following within the 2013-2014 fiscal year:

1) COCA formulate a Youth & Education Advisory Committee that provides new ideas and recommendations to Leon County, City of Tallahassee and COCA with an Education Director as full-time dedicated COCA staff member to implement ideas and recommendations.

2) Create a collective registry or location, such as a Facebook page or List serve that serves as a conduit between teachers, schools and the business community in order for schools/teachers to share needs and businesses to directly respond to assist with these needs, managed by COCA's Education Director.

3) Coordinate regularly scheduled networking events for art education representatives and/or executive directors from cultural/arts/heritage organizations (Cultural Coalition) to come together to share ideas, discuss upcoming activities and network. This initiative should begin immediately and can function as a venue for cooperation and coordination of the arts, culture and heritage community.

4) Formulate creative business partnerships with organizations which are able to provide volunteers to assist in schools art/heritage classes and activities on a regular and consistent basis.

5) Take the lead and work directly with the Superintendent of Schools along with private school principals to implement an arts and heritage education mentoring program within the schools.

6) The COCA Education Director should specifically be focused on education initiatives.

7) Strengthen art and business relationships by creating a pilot "Art at Work" program, which has been tried in other communities and has proven to be a successful, comprehensive

youth program that promotes the arts. Should this program prove successful in our community it should be continued.

FUNDING

Local government should continue to provide support to those arts, heritage and cultural programs that help to make Tallahassee and Leon County a destination, and provide year-round educational programming and economic development opportunities. However, local government should not be the only funding for these programs.

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Accordingly, the committee also makes the following recommendations:

1) COCA has a unique ability to apply for funding specifically dedicated for community arts councils and should be required to seek such public and private funding without directly competing with the local organizations it serves.

a. Hire or appoint a dedicated development officer to obtain grants at the federal, state, and private/corporate level to not only support the activities of COCA, but to increase the funds available for the entire arts and culture community
b. Design and initiate a targeted marketing campaign, illustrating to the community the value of private support to the community – educate the public.
c. Develop a short and long range strategic plan to address current and future funding needs, establish goals, and determine strategies to achieve said goals.

2) Continuation of the grants program:
a. Grants should reward those entities showing key performance skills, demonstrating excellence in programming, administration, and leadership.
b. Applicants should be able to offer quantifiable value, i.e. attendance numbers, education to community, etc. and be able to exhibit an "intrinsic value received by the community" to COCA as a part of the application.

3) It is highly recommended that a new community survey be taken to determine the level of community support for cultural funding. The survey needs to include demographic information, as well as a definition of "cultural life of our community", and would be a good indicator of public support.

FACILITIES

There has been a range of outcomes with respect to the goals that were identified for cultural facilities and districts in the 2003 Cultural Plan. While there were significant funds set aside and other efforts made regarding two specific cultural facilities, a balance was lacking between the efforts to create new facilities and the preservation and improvement of existing facilities. In terms of success, Gaines Street and Midtown have both made great strides in becoming vibrant cultural districts, and Cascades Park prepares to be an exciting recreational, cultural and performance venue. Local government has encouraged

additional outdoor amphitheater / cultural space with support for events at The Tallahassee Museum, Maclay Gardens, Southwood and Goodwood Museum and Gardens and Kleman Plaza, among others. Local government has also developed visual arts exhibition space, which COCA has managed at City Hall, Leon County Courthouse and Tallahassee Regional Airport.

The committee recommends that local government continue to support and identify exciting recreational, cultural and performance venues. There may be value in having local arts organizations more involved in the curating and implementation of local art exhibits in public spaces. This might provide COCA with freed resources to promote other strengthening of local arts organizations.

It was determined that there are currently no local government sources of funding for local arts, culture and heritage capital improvements, private support for capital improvements are also limited. There should be some dedicated capital needs fund for local arts organizations. This fund could possibly be drawn from the proposed economic development fund of the proposed sales tax extension. Capital needs are defined as building improvements, new buildings, and equipment that is attached to a building.

Some projects were reviewed but local government did not pursue for a variety of valid reasons: the "Challenger Stage" at Kleman Plaza, a "Monster Library" on Gaines Street and participation with the Department of State regarding a State Archives project and a relationship with the RA Gray History Museum. It was determined that the State Archives and the RA Gray History Museum was the state's purview.

Two facilities received significant attention during the past 10 years – the proposed Arts Exchange and the proposed Performing Arts Center. The original concept for the Arts Exchange, which COCA created, is not being pursued at this time, but there is potential to meet community needs by utilizing elements of this project in new proposals that are currently under consideration. One such possibility is the vacant space at the Northwood Centre which is currently being considered by several organizations as the answer to their needs.

The Committee found support for a Performing Arts Center especially among, but not limited to, local arts organizations which are performance based. The proposed Performing Arts Center is working to obtain a recommendation from the Leon County Sales Tax Committee for partial funding. On-going efforts should be made to determine community support and answer questions about sustainability of the Center.

Local government should continue to assist, when possible, cultural organizations that have demonstrated current needs for new exhibit space or additional rehearsal and performance space.

There has been significant research by COCA and other entities to determine availability and appropriateness of use among properties that might serve the needs of existing cultural organizations. This research should be considered as part of the on-going evaluation process.

MARKETING

The Marketing element of the 2003 Cultural plan contemplated recommendations that could not foresee the dynamic nature of market conditions to come. During the ten year period there was a significant reduction is available funding, sweeping changes in the economy, the demise of the CVB and subsequent restructuring, personnel changes in many leadership roles and rapid advancements in the ways in which marketing messages are delivered and received.

The following recommendations are summary recommendations with the actual detail recommendations to be included in an annual marketing plan which will be developed by COCA staff and reviewed and approved by the COCA board and if in existence, a Cultural Plan Implementation Committee. Such will be complete with strategies, measurables, deliverables and desired outcomes.

The recommendations are as follows:

1. Determine cultural, art and heritage strengths, weaknesses opportunities and threats via market survey to assist in development of a COCA targeted marketing plan

2. Define the brand. What is or are the collective defining elements of arts, culture and heritage in Leon County which if packaged together can define the brand

3. Cultivate and engage younger generations of arts, culture and heritage enthusiasts within the Leon County K-12 as well as higher education with the assistance of COCA, the City/County/Visit Tallahassee, the Network of Young Professionals and ACCESS Tallahassee or other similar groups.

4. COCA to develop annual Marketing Plan which will be subject to the review and comment of the Cultural Plan Implementation Committee and approval of by COCA Board during the annual budget process which clearly outlines and defines traditional and social media, advertising, marketing and public relations initiatives for the coming year

5. Enhance current internship program with the colleges and universities to provide additional low or no cost resources to COCA and COCA members

6. COCA to work alongside Visit Tallahassee and other organizations to help identify and develop destination defining events which help define the brand and spotlight Arts, Culture and Heritage

7. City and County to continue to identify and support districts with cultural components along with consistent and appropriate Wayfinding, parking opportunities and transportation links for ease of accessibility to Arts, Culture and Heritage entities

8. COCA will work with Visit Tallahassee and local business, arts organizations and hoteliers to package arts, culture and heritage resources wherever possible and practical to expand the geographic footprint and reach of the offerings

OPERATIONS

In light of funding decreases at the city and county levels, COCA should reevaluate its operations to better serve the community. COCA should look at the needs of the community and address them in the most efficient way possible. This includes streamlining operations at all

levels of the organization.

Priorities:
1. Create a coalition of culture, arts and heritage organizations and individuals
2. Grant making to community arts organizations, educators, and artists
3. Promote art in public places
4. Advocacy for the arts and arts education in the community
5. Marketing the arts in the community and beyond (cultural tourism)

COCA should take a larger role in the economic development of the arts in our community.

Priorities:
1. Conduct annual economic development surveys (through a partnership with one of the colleges and/or universities).
2. Use the annual economic data to reinforce the importance of the arts, heritage and culture in our community with our civic leaders and taxpayers.
3. Present annual economic data to our local governments to advocate for increased funding for our local arts, heritage and culture organizations.
4. Without competing with community arts organizations, seek additional funding for COCA through state, federal, corporate and foundation grants.

To be most effective in supporting the arts and culture community, COCA should continue to recruit seasoned and successful arts, heritage and culture professionals, along with tourism, destination enhancement, economic development, promotion and leveraging expertise. Administrators and staff should know how to package and utilize our resources in order to effectively and holistically market the Tallahassee/Leon County arts community. When properly packaged and marketed, the value of arts, heritage and culture to the community will have greater potential to attract other funding to supplement that already provided by the city and county.

The COCA Director should be actively involved in community leadership organizations, i.e. Tallahassee Chamber, Economic Development Council, Visit Florida, Imagine Tallahassee, TDC, and KCCI to promote arts and culture.

COCA's board should look at how it can work in the confines of the state statute to provide an orderly rotation of board members. The statute offers COCA the ability to keep a board member for two four year terms or eight years. This long term served by some board members may not provide the organization and staff with the ability to rotate through new board members, which would assist the organization in strategic planning, keeping current in the community, and with governance issues. COCA should define the selection process, duties and responsibilities of Board members to ensure a wide spectrum of expertise. Board members should be required to maintain an active role in furthering the goals of the program, including establishing fundraising goals. The City of Tallahassee and Leon County should be more involved in the vetting/approval process of potential board members brought to them by COCA for appointment, within the purview of the state statutes governing COCA.

COCA should reinstate active standing committees to provide ideas, governance, and assistance to staff in the day-to-day operations of the organization. These committees should be made up of committee members who are passionate about the subject matter and are willing to work to

promote the mission. Committee members may be drawn from the community at large expanding the reach and the expertise available to draw from within COCA.

Priorities:
1. Executive Committee
2. Governance Committee (board governance, nominating)
3. Programming and Education Committee
4. Audit and Finance Committee
5. Development Committee (grant program, philanthropy)
6. Marketing and Cultural Tourism Committee

The COCA Board should continue to periodically evaluate the affordability of their office space.

While it is recommended that cultural organizations provide feedback to COCA regarding the annual grant program, to provide transparency to the public and avoid the perception of a conflict of interest, staff and board members of cultural organizations should be non-participants on any committee where actions taken can directly affect said cultural organizations financially.

In reviewing other community arts councils, the Committee found that salary structures and job descriptions at COCA are not in line with other communities and should be re-evaluated to better reflect the economy in Tallahassee and indicative of the job description/workload of the positions.

CONCLUSION

There is a need to look at both the short term and long term objectives of our cultural community. Committee members recognize that the timing of these findings is driven by the current local government budget cycle. The Committee believes that the evaluation and resulting recommendation process has only begun and should continue with active participation. There have been many changes since the current plan was adopted, demonstrating the need for review and updates of any new plan, on a more frequent basis. To that end, the Committee recommends the reinstatement of a Cultural Plan Implementation Committee through the current Cultural Plan Review Committee. This committee should consist of the Committee Chair, Subcommittee Chairs and any other Committee members who wish to continue to work on the cultural plan.

Audit of COCA Salary Funding and Expenditures
October 1, 2007 through September 30, 2012
Audit Number 2012-03

Funding Sources of COCA Chart 2

	County	City	DHSMV	Grants	In-kind	Rev.[3]	Contr.[4]	Total
FY2008	658,350	236,636	9,093	213,219	42,548	43,475	4,305	1,207,626
FY2009	654,500	240,045	9,420	40,123	48,520	32,969	7,260	1,032,837
FY2010	654,500	200,036	7,950	234,865	42,905	17,523	252,860	1,410,639
FY2011	654,500	196,536	8,211	31,589	44,640	29,449	-	964,925
FY2012	654,500	192,036	9,143	36,838	26,395	29,678	-	948,590
Totals	3,276,350	1,065,289	43,817	556,634	205,008	153,094	264,425	5,564,617

The County Funding Agreements specified funding received from the Tourist Development Fund and the General Fund and indicated that funds were to be spent only on expenditures enumerated in the *Non-Departmental Funding Request Application*. We found that the City agreements specified funds were to be used to administer the Cultural Plan, Grant Programs, and Arts Exchange project but does not designate a specific amount for salary dollars. The Knight Foundation grant was specifically used for costs associated with the Arts Exchange project. COCA submitted their Compliance Affidavit to receive funds from the Department of Highway Safety and Motor Vehicles (DHSMV) from cultural arts license plate revenues designating the funds to be spent on the Education Director's salary for fiscal years 2009-2012.

The County's agreement process with COCA begins in April of each year when COCA completes the *Non-Departmental Funding Request Application* as its annual request to receive funding to assist with a portion of its operating costs. A separate application is submitted each year to request funding for the grants that are passed through to assist the local arts community.

The application is submitted based on two quarters of actual expenditures and estimates for the last two quarters. The County reviews the request and in late September of that year, the County may accept the projects and proposed budget or may impose its own amount which it will agree to pay for programs. The final agreement entered into in October does not designate which programs are of priority or which expenditures are to be reduced, in the event a reduction is needed; it simply attaches the *Non-Departmental Funding Request Application* as part of the agreement as executed. At the end of the agreement year, COCA submits its audited financial statements to OMB as its final report and the County pays any amounts of the agreement still outstanding.

[3] Revenue generated by COCA includes interest income, membership fees, advertising revenue, and other revenue.
[4] Contributions made by private donors.

Leon County
Board of County Commissioners

Cover Sheet for Workshop

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Economic Development & Business Partnerships Lee Daniel, Division of Tourism Development

Fiscal Impact:
This item has no current fiscal impact; however, one-cent of the Tourist Development Tax (budgeted at approximately $863,300 during FY 14) is dedicated to a performing arts center in the downtown district of the Community Redevelopment Agency. That account has a current unencumbered balance of approximately $3.86 million for a project that is unlikely to come to fruition. Staff proposes a series of recommendations on the utilization and allocation of Tourist Development Taxes to take place in FY 15 to enhance economic development through tourism.

Staff Recommendation:

Option #1: Authorize the County Administrator, to take steps necessary to return the $3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:

a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and Community Redevelopment Agency to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the $508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.

Option #2: Authorize the County Administrator to explore leveraging the unencumbered Tourist Development Tax funds to ensure the desired amount of meeting space is sought through Florida State University's Request for Proposals process for a conference hotel that will enhance visitation and economic development.

Option #3: Authorize the County Administrator to extend an invitation to Florida State University President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent Florida State University - branded conference hotel.

Option #4: Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:

a. The current funding levels for the Council on Cultural Arts.
b. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
c. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

Report and Discussion

Background:

The Board has conducted a fall workshop over the past several years to discuss the current and future allocation of Tourist Development Tax (TDT) revenues. This workshop item was prepared based on the Board's direction during the July 8, 2013 FY 2014 Budget Workshop to discuss the future use of the one-cent TDT currently dedicated to the performing arts center (Attachment #1). This direction was based on Leon County Sales Tax Committee's June 13th decision to not fund the Florida Center for Performing Arts and Education's (FCPAE) project and the ongoing cultural needs identified by Cultural Plan Review Committee's interim report on June 18th. The 12-2 vote by the Sales Tax Committee, in essence, eliminates the project from receiving funding through the sales tax extension, which is a fundamental component of the business and construction plan developed by FCPAE.

Leon County currently collects all five cents allowable under section 125.0104, Florida Statutes. Four of the five cents are used to fund the Tourist Development Plan (Attachment #2), including $504,500 for the Council on Cultural Arts (COCA) and one cent is set aside, by interlocal agreement with the City and Community Redevelopment Agency (CRA), in an account dedicated for a performing arts center(s) in the downtown district of the CRA. This Workshop provides the Board with a forum to discuss and provide direction on:

1. The repurposing of the TDT funds, both the unencumbered $3.86 million and the ongoing revenues, currently set aside for the performing arts center.
2. The reimbursement of $508,425 of TDT funds used for the demolition of the Johns Building as the proposed site of the performing arts center.

Tourist Development Tax Historical Context

Leon County has levied a TDT since 1988 to support tourism activities and to attract visitors to the destination. The Leon County Tourist Development Council (TDC), established by the Board in 1986 pursuant to section 125.0104, Florida Statutes, provides guidance to the Board for the development and adoption of the County's Tourist Development Plan. The initial levy of the TDT in 1988 was 2% on overnight stays. On November 23, 1993, the Board adopted Ordinance 93-19 to increase the Tourist Development Tax from 2% to 3% to further support the Tourist Development Plan.

In June 2004, the Board approved an interlocal agreement with the City and the CRA to address the overall structure, financing, and project approval process for the Downtown Community Development District (Attachment #3). The Agreement provided that the County would impose an additional one-cent TDT, increasing the TDT from 3% to 4%, and segregate the proceeds exclusively for the costs associated with the construction and operation of a performing arts center(s) to be located in the Downtown District Community Redevelopment Area. On October 12, 2004, the Board adopted Ordinance 04-35 authorizing the imposition of the additional 1% of the TDT for the construction and operation of a performing arts center(s) in the downtown district. The interlocal agreement was amended on October 4, 2007 to address the composition of the CRA Board to include four members of the County Commission, expand the Downtown CRA boundaries and other funding issues (Attachment #4). Additionally, the Agreement was amended to include that "any portion of the TDT not needed for the payment of debt service, construction and/or operational costs for the performing arts center(s) shall be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof."

The Board adopted Ordinance 09-06 on March 3, 2009 to authorize the imposition of the fifth-cent of the TDT which is the maximum levy that Leon County may impose under Florida Statutes. Proceeds from this fifth-cent are utilized to fund the tourist development plan and to support funding for the Council on Culture & Arts (COCA). Since FY 2009, COCA has received $504,500 from the TDT to support its re-granting program to Leon County cultural attractions and organizations. The Board has also provided an additional $150,000 from the general fund each year to support COCA's administrative expenses.

For FY 2014, estimated TDT collections total $4,450,000, or $890,000 per penny. As in previous years, two percent of collections go to the Leon County Tax Collector and one percent is directed to the Leon County Clerk of Court to assist with the audit function. Net collections (97%) would total $4,316,500, or $863,300 per penny. One cent continues to be budgeted for a performing arts center(s). Table #1 demonstrates the breakdown using net figures.

Table #1: FY 2014 TDT Allocations

TDT Funding Recipient	Allocation by Ordinance (Cent)	Current Funding Level ($)	% of Total Annual Revenue
Downtown Performing Arts Center (*per Interlocal Agreement)*	1	$863,300	20%
Tourism Development Division -Marketing & Public Relations -COCA Re-granting*	4	$3,453,000	80%
Total	***5***	***$4,316,300***	***100%***

*COCA received $504,500 of TDT in FY 2014 as part of the County budget process. The $504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA $150,000 in general revenue support for administrative purposes. The TDT funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

Performing Arts Center Agreements and Financial Support

As previously mentioned, the Board adopted Ordinance 04-35 on October 12, 2004, authorizing the imposition of the fourth-cent of the TDT for the construction and operation of a performing arts center(s). Since that time, the Board has been relentless in its support of a downtown performing arts center for nearly ten years. The commitment of 1% of the TDT and approval of the associated expenditures for a site analysis and market assessment, marketing and promotional materials, demolition of the site, and the funding of annual operating expenses demonstrate the Board's efforts to bring the vision for this venue to fruition. Table #2 illustrates all of the Board approved expenditures from the designated Performing Arts Center Tourist Development fund since the imposition of the 4th cent, including the FCPAE operational expenses.

Table #2: Total TDT Expenditures on FCPAE

Fiscal Year	Operational Exp.	Demolition Exp.
2005	$120,796	
2006	$66,091	
2007	-	
2008		$508,425
2009	$562,496	
2010	-	
2011	$215,000	
2012	$149,700	
Total	***$1,114,083***	***$508,425***

During FY 2005 and 2006, approximately $186,887 was utilized to complete a site analysis and needs/facility assessment for a performing arts center. On March 5, 2007, the City of Tallahassee and the FCPAE entered into an Option Agreement for the Sale and Purchase of the proposed site (formerly the Johns Building) for a performing arts center. The Option Agreement stipulated that FCPAE would meet certain fundraising milestones to demonstrate their capacity to fund the construction of the proposed performing arts center, including raising $20 million for the project with incremental performance measures requiring 25% ($5 million) of the amount raised by July 1, 2010 and 50% ($10 million) raised by July 1, 2012. The plan called for a two-venue facility at a cost of $113.7 million (in 2005 dollars), providing a 2,200-seat concert hall and a multi-purpose theatre with 650 seats.

On January 28, 2008, the CRA conceptually approved a request by FCPAE for $562,500 from the designated Performing Arts Center Tourist Development funds to hire professional staff to provide public information, marketing and fundraising services necessary to develop the proposed performing arts center. The funding was requested to support FCPAE operating expenses for an 18-month period, March 1, 2008 through September 30, 2009. The Board formally approved this request on October 14, 2008. FCPAE also sought and received subsequent financial support for annual operational expenses from the designated Performing Arts Center Tourist Development funds as previously illustrated in Table #2.

Subsequently, in July 2008, the County entered into an agreement with the City and the CRA to utilize a portion of the existing TDT proceeds collected for the performing arts center to demolish and clear the Johns Building site (Attachment #5). The total cost of the demolition and clearing of the building was $508,425. Should the City terminate its Option Agreement with FCPAE for the Johns site, enter into an Option Agreement for the Johns site with another entity for the purpose of constructing anything other than a performing arts center, or if the performing arts center is not constructed on the Johns site, then the City would have to reimburse the County's TDT Trust Fund through the CRA for the demolition and clearing expenses.

On August 6, 2010, FCPAE notified the City that they did not meet the $5 million fundraising threshold and requested an amendment to extend the term of the agreement for the Johns site by two years. On August 25, 2010, the City Commission approved an amendment to the Option Agreement for Sale and Purchase, which included the following:

- Extended the term of the agreement to July 1, 2014;
- Provided that by July 1, 2012, FCPAE must provide documentation demonstrating that it has raised cash, binding commitments, or equivalents totaling at least $5 million;
- Provided that by July 1, 2014, the FCPAE provide documentation demonstrating that it has raised in cash, binding commitments, or equivalents totaling at least $10 million; and
- Provided language that if FCPAE fails to meet any of these performance deadlines, the City, at its sole discretion, may terminate the Option Agreement.

FCPAE gave a presentation to the Board on October 11, 2011 and distributed a letter regarding the status of the performing arts center (Attachment #6). Due to challenging economic conditions, FCPAE had scaled back the scope of the performing arts center and its operations which included the resignation of the FCPAE Director. The following month at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes, the Board reaffirmed its commitment to a performing arts center until such time as the Leon County Sales Tax Committee made its determination on funding projects (Attachment #7). In addition, the Board allocated funding from the designated Performing Arts Center Tourist Development tax account to the Cascades Amphitheater's stage covering, temporary fencing, permanent sound system, permanent seating near the stage, audience lighting and color kinetic kit for the stage canopy for an amount of up to $1.2 million. An additional $576,604 was subsequently approved for further enhancements to the Cascades Amphitheater to include electrical upgrades and permanent restrooms bringing the total transfer of funds to $1,776,604.

In a September 6, 2012 letter to the City, FCPAE sought another extension on the Option Agreement with the City on the Johns Building site as it did not reach the $5 million performance milestone (Attachment #8). Further, FCPAE acknowledged in the letter that the viability of the performing arts center depends on its inclusion as part of the sales tax extension and requested that the terms of the Option Agreement for the former Johns Building site be modified and linked to the current discussions regarding the extension of the local option sales tax. The letter requested the current option agreement remain in place until the final determination has been made on the projects which would be recommended for the extension of the sales tax. Based on the City Commission's direction at its October 24, 2012 meeting, an amendment was brought back and approved by the City Commission on November 7, 2012 that extended the expiration date of the Option Agreement with the following terms (Attachment #9):

- An extension to September 30, 2013; or
- The date when the Leon County Commission adopts the project list for the sales tax extension proposal, <u>whichever date is earlier</u>; and provided that,
- The City may consider other purchase offers for the for Johns Building property during the term of the agreement. However, FCPAE would be given the right of first refusal to purchase the property before the City would enter into a sales agreement with another party.

Based on the terms of the latest extension approved by the City, FCPAE's Option Agreement for the Johns Building site expired on September 30, 2013. The City may provide FCPAE notice of termination, at its sole discretion, at any time. On October 15, 2013, the President of the FCPAE sent a letter to the County Administrator (Attachment #10) requesting continued support for the FCPAE including the permanent dedication of the one-cent TDT for a future performing arts center. The letter also expressed support for using a portion of the accumulated funds to construct other performing arts projects.

Sales Tax Committee

Since the first open house of the Leon County Sales Tax Committee on April 26, 2012, FCPAE has been very active in advocating support for a performing arts center. FCPAE presented to the Sales Tax Committee on three separate occasions and a project description was developed for the Committee's consideration based on the latest revision to the scope of the facility (Attachment #11). FCPAE requested $30 million from the proceeds of the sales tax to go toward the anticipated $50 million construction cost of a 1,700 seat center. $10 million is still being sought from private donations, corporate sponsorships, and grants and the FCPAE anticipates another $10 million in public funds from a combination of CRA funds and/or TDT that has accumulated for the proposed performing arts center. The latest document listing FCPAE contributions was received on October 12, 2012. It showed cash contributions of $248,177, in-kind contributions of $156,863 and conditional contributions of $1,138,250 totaling $1,543,290.

On April 26, 2013, the Committee began prioritizing project proposals and openly discussed their hesitation to support the performing arts center given the lack of broad community support, long-term financial viability, and potential to negatively impact the sales tax extension referendum. At that time, the Committee voted to place it in the Tier 2 category. On June 13, 2013, Committee members again noted their concerns that the public might vote against the sales tax if the performing arts center was one of the projects to be funded by the sales tax proceeds, citing straw polls and conversations throughout the community. At that time, the Committee voted 12-2 to place it in the Tier 3 category (Not Recommended for Funding).

The total anticipated sales tax revenue over 20 years for 'traditional infrastructure projects' is $491 million (net the up to $113.4 million [up to 15%] currently set aside for Imagine Tallahassee and the $151.2 million [20%] set aside to the County and City for project maintenance). The anticipated costs for all of the projects currently designated as Tier 1 and Tier 2 are just over $719 million which means the Sales Tax Committee must continue to refine its recommendations by approximately $228 million to fully fund the first two tiers of projects. The Imagine Tallahassee Steering Committee has acknowledged the value of cultural activities for economic development, discussing the possibility of creating a jazz/blues music festival and highlighting cultural and historical venues. To date, there has not been much consideration of a capital improvement project for cultural arts to the order of the $30 million being sought by FCPAE which would be over 25% of the funds currently set aside for the economic development portion of the sales tax extension. Given the Sales Tax Committee's overwhelming 12-2 vote to not fund the FCPAE proposal citing fears that it could threaten the passage of the sales tax extension, and FCPAE's reliance on sales tax funds for the construction of the performing arts center, it is unlikely to be part of the final recommendations to the Board.

The analysis section of this workshop item provides several opportunities for the repurposing of the unencumbered $3.86 million in TDT funds, along with future ongoing revenue generated from this bed tax, and the processes for each.

Analysis:

As reflected in the background, the fate of the FCPAE's performing arts center appears imminent given the lack of private fundraising, the inability to garner support from the Sales Tax Committee, and the City's readiness to put the former Johns Building site on the market. Should the Board concur, the City and CRA should be notified of the County's desire to return the current $3.86 million unencumbered balance to the TDT Trust Fund pursuant to the interlocal agreement. Further, the County should also seek a reimbursement of $508,425 for the demolition of the Johns Building site since the latest Option Agreement between the City and FCPAE expired on September 30, 2013.

As part of the process to ensure all parties concur with the performing arts center project no longer being pursued as part of the interlocal agreement, the County should request the City and the CRA to formally acknowledge and concur. The interlocal agreement contemplates the possibility of the performing arts center not being constructed and, under said circumstances, returning the accrued funds back to the TDT Trust Fund without the dissolution or renegotiation of the interlocal agreement. It is the position of staff, and the County Attorney's Office, that formal acknowledge by all three parties would suffice in order to return the accrued funds back into the TDT Trust Fund. At that time, the TDT funds be under the sole auspices of the County and could be appropriated in any matter consistent with state law and County policy.

To have an unencumbered balance of TDT funds of this significance is an exceedingly rare, if not unheard of, opportunity for a County government in general, but especially in this economic era. Dozens of organizations with endless needs have formally and informally begun reaching out to Commissioners and staff to calculate the potential use(s) of these funds. Given the initial intent of these funds to build such a prominent venue and the significance of the unencumbered balance relative to our market, an emphasis should be placed on utilizing these funds to enhance economic development through tourism with a project of equal or greater prominence and impact.

Maximizing Tourism Funds

To achieve the goal of maximizing the $3.86 million, these tourism funds would have to be leveraged with another project and/or partner(s) to be fully realized. One such project still in its infancy is a convention/conference center hotel which is currently being sought by FSU with plans to collocate the College of Business' School of Hospitality. FSU has been exploring this idea since the County and City transferred the ownership and operations of the Donald L. Tucker Civic Center to the University in 2012. Shortly thereafter, President Barron published a prospectus in September 2013 entitled; "A Comprehensive Plan for Job Creation and Student Career Success," which is a seven-point comprehensive plan that articulates, among other things, FSU's increased engagement in local economic development issues (Attachment #12).

In particular, FSU has focused on three local economic development issues:

1. Greater participation in the Economic Development Council, the Greater Tallahassee Chamber of Commerce, Imagine Tallahassee, and the Town & Gown Initiative.
2. Exploring public/private partnership opportunities for business incubators to shepherd startup businesses and technology conceived by students and faculty.
3. Revitalizing the Civic Center and adjacent areas to include an FSU-branded conference hotel with retail and restaurants. The revitalized Civic Center and conference hotel would emphasize connectivity to the Augustus B. Turnbull Center to attract visitors for conferences and complete the pedestrian-friendly "Madison Mile" from the College Town district.

Since taking over the Civic Center, FSU has spent approximately $2 million on repairs and cosmetic enhancements and hired a consulting firm which provided recommendations for major facility upgrades ranging from $25 - $100 million. Over the summer, County staff participated in a visioning session hosted by FSU on the revitalization of the Civic Center and a discussion on the types of activities that could flourish in the area. Since that time, another consultant has been hired to prepare an economic feasibility report and a conceptual master plan for the Civic Center and adjacent properties will soon follow, with participation by both the County and City.

Over the past several months, FSU has sought visitation data through the County's Division of Tourism Development to gauge the local market for the addition of an FSU-branded conference hotel. The Civic Center and O'Connell properties, across the street from the Civic Center with frontage on Gaines and Madison Streets, have been identified as potential development sites for the hotel. After the conceptual master plan is completed, FSU plans to issue an RFP to gauge the market interest for the hotel under a public/private partnership that includes the collocation of the School of Hospitality which is currently located in the University Center. This matter is of particular interest to the County, City, and CRA as it provides an opportunity to enhance the available meeting and convention space in the downtown area, a long-standing and acknowledged concern of each organization.

Today, the downtown area is severely limited in the size of the conference groups that can be accommodated due to the lack of contiguous meeting space for exhibits, meal functions, and/or breakout sessions. Leon County Tourism Development currently has to limit its meetings and conference sales focus to groups of 200 delegates and fewer under one roof.

In recent years, two studies have been conducted confirming the need for additional downtown event space and the associated market potential for attracting additional visitors. At the direction of the TDC, Bonn Marketing, Inc. conducted a survey in June 2010 of 86 executive directors of Tallahassee-based statewide associations to determine their preferences for holding meetings in Tallahassee (Attachment #13). The survey found that Leon County would benefit greatly by having a venue with enough meeting and convention space to accommodate the hundreds of statewide associations based in Tallahassee and to host the conferences of out-of-state organizations to help support local hotels, restaurants, and attractions. For example:

- On average, 450 sleeping rooms were used each night during annual association conferences. That is about 1/3 of the current capacity for downtown Tallahassee and would enable the entire downtown hotel market to benefit from a series major conferences and conventions.

On average, over $50,000 was spent on food and beverages for annual association conferences.

- 49 association executives indicated that they would consider Tallahassee as a site for their annual conference if there was a convention center hotel that could accommodate their needs.
- 14 association executives would consider Tallahassee for their annual conference every year.
- 31 association executives wanted to hold an annual conference in Tallahassee but could not do so because of their requirements for a full service hotel.
- On average, 450 sleeping rooms were used each night during annual association conferences which is about 1/3 of the current capacity for downtown Tallahassee.
    - The largest room at the Turnbull Center is 5,083 sq. ft. and accommodates 240 attendees for a banquet style meal.
- On average, events required 15,000 sq. ft. of ballroom space plus an average of 5,425 sq. ft. in breakout space.
    - For perspective on the available space in the downtown vicinity, the Four Points by Sheraton offers 7,096 sq. ft. of total meeting across several rooms. The Horizon Ballroom at Hotel Duval is 2,700 sq. ft.

This survey was specific to Tallahassee-based associations and did not take into account other government, corporate, national association or SMERF (social, military, educational, religious and fraternal) market opportunities.

The second study was the Conference Center and Hotel Market and Feasibility Analysis conducted by HVS Convention, Sport & Entertainment Faculties Consulting (HVS) in October 2011 (Attachment #14). The HVS analysis indicated that market conditions support a 300 room conference center hotel, with a 15,000 sq. ft. ballroom and 12,000 sq. ft. of flexible meeting space. In addition to the hotel, the analysis also showed support for a convention center with a 100,000 sq. ft. multipurpose hall and 15,000 sq. ft. of flexible meeting space but it required significant public support for construction and operation needs. County staff maintains that market needs can be addressed with a multipurpose hall well under 100,000 sq. ft. and still attract large conferences that could serve up to 1,000 delegates and dramatically grow economic development through tourism.

The County Administrator met recently with the President of Florida State University on this issue to determine the level of interest in, and feasibility of, exploring this concept further. There was great interest expressed by President Barron given the mutual interests of the development and the early stage of the conceptual planning of the project. As such, should the Board choose to return the $3.86 million set aside for the performing arts center back into the TDT Trust Fund, there may be an opportunity to leverage these funds and future TDT revenues with the proposed FSU-branded hotel adjacent to the Civic Center in order to garner the desired level of meeting space capable of hosting larger conferences and conventions. If so, staff recommends that the Board authorize the County Administrator to explore this concept with FSU to ensure the desired amount of meeting space is sought through FSU's RFP process, identify the appropriate level of financial support, and other associated terms to be brought back for Board consideration. The County's financial support of conference space with TDT funds must ensure that the facility has the capacity to host events large enough to support nearby existing hotels.

Further, staff recommends extending an invitation to President Barron and his staff for the Board's Annual Retreat scheduled for December 9, 2013 to provide the Board with additional information on FSU's plans to revitalize the Civic Center and develop an adjacent hotel.

Staff strongly believes this represents a rare opportunity for the County to play a significant role with an important community partner(s) to achieve long-sought and long-lasting economic, tourism and revitalization goals with this project. The addition of a large venue to host major conferences and conventions at this site would contribute to the redevelop of downtown and Gaines Street, increase passenger traffic at the airport, and enhance the regeneration of the TDT to support other investments such as the visitor marketing program and cultural organizations.

Cultural Plan Review and Needs

While the Board has not received the final report from the Cultural Plan Review Committee, staff anticipates a request for County financial support of the revised cultural plan. In order to more formally develop an ongoing partnership with the cultural community, staff is proposing consideration by the Board and the TDC of funding the cultural plan by dedicating a full one-cent of TDT beginning in FY 2015. This proposal has three goals:

1. To provide a mechanism for support of the new cultural plan through the TDT.
2. To build a true partnership with the cultural community that allows for growth in the amount of funding support.
3. To build a stronger partnership with the cultural community that benefits economic development through cultural tourism for Leon County.

The concept is to take the current one-cent dedicated for a performing arts center and utilize this penny to support the revised cultural plan which would include the current financial support provided to COCA. By dedicating one-cent (20%) for arts and culture, Leon County would be dedicating the greatest percentage of its TDT to fund the arts than any other county in Florida. The next four highest Florida counties include: Alachua (17%), St. Johns (15%), Palm Beach (13%), and Sarasota (10%). Based on FY 2014 budget projections, one-cent of TDT generates approximately $863,300 that would go to support the cultural plan. This would represent an increase of $358,800 (71%) over the current FY 2014 funding of $504,500 that goes to COCA for re-granting. The COCA grant program could remain whole and the additional $358,800 could be invested in other cultural arts needs based on input from the Board, the Cultural Plan Review Committee, and the TDC under the statutory guidelines set forth in section 125.0104, Florida Statutes. An illustration of these recommendations can be found under the *Conclusions and Recommendations* section in Table #3.

One of the ongoing needs of the cultural community that has been articulated through years of interaction with the Board, COCA, TDC, and County staff, has been the need for grant funding to support capital improvements. This may include the expansion of a facility, a roof repair, or other physical needs. Today, TDT funds that are re-granted through COCA are specifically designed to support program needs. The Cultural Review Committee acknowledged this concern in its interim report to the Board on June 18, 2013. On September 3, 2013, Kelly Dozier, on behalf of the Cultural Plan Review Committee, contacted the County Attorney via email to request a legal opinion regarding capital funding for cultural and arts organizations (Attachment #15).

Subsequently, the County Attorney issued an opinion on the types of organizations and facilities that would be eligible under section 125.0104, Florida Statutes (Attachment #16). On October 9, 2013, the County Administrator received a memorandum from the Cultural Plan Review Committee regarding a proposal to establish a program called Matching Grant for Capital Needs of Arts and Cultural Facilities (Attachment #17).

Later that afternoon on October 9th, the City Commission received an update on using portions of the Northwood Center as a potential location for a black box performance center. A volunteer committee was formed in June 2013 and charged with assessing the possibility of converting the Northwood Center in to a black box theater. Gilchrist Ross Crowe Architects was commissioned by the City to lead the inspection of Northwood Mall's physical structure and its possible use as a performing arts center. The concept is to reinvent an existing facility into a venue that can cultivate the process, presentation, and the collaborative experiences of arts and technology. Initial plans call for a 55,000 square-foot flexible black box theater designed for 250 seats. The citizens committee intends to have a final written proposal prepared by the end of this calendar year.

The level of financial support from public funds is not yet clear however; this proposal would not fall under the terms and obligations of the interlocal agreement between the County, City, and CRA to support the construction and operation of a performing arts center(s). The interlocal agreement specifically requires that the performing arts center(s) be constructed within the downtown district of the CRA. Further, the spirit of the interlocal agreement was to build a facility on a scale that would generate visitation. The black box performance center is being described as small multipurpose community venue with a variety of features. While the Board is under no obligation to fund proposed black box theater under the current interlocal agreement, a competitive opportunity for capital funding would be available should the Board adopt the staff recommendation to dedicate a full one-cent of the TDT to cultural arts and utilize a portion of those funds for capital improvement needs.

The County does have a track record in supporting capital improvements with TDT funds, but lacks a structured program and dedicated revenue stream to support such requests. Instead, previous improvement projects have been funded on a case-by-case basis such as the Riley House Museum, the Goodwood Carriage House Conference Center, the relocation and rebuilding of the Red Hills Horse Trials course, and the County-owned Apalachee Regional Park. Should the Board reallocate the one-cent currently dedicated for the performing arts center to cultural and art needs, staff would recommend engaging the TDC to bring back recommendations in conjunction with the Cultural Review Planning Committee's final report to include:

1. The current funding levels for COCA.
2. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
3. Additional arts and culture investment opportunities available with TDT funds to enhance visitation.

Conclusion and Recommendations

To ensure that all parties concur with the performing arts center project no longer being pursued as part of the interlocal agreement, the County should request the City and the CRA to formally acknowledge and concur. The interlocal agreement contemplates the possibility of the performing arts center not being constructed and, under said circumstances, returning the accrued funds back to the TDT Trust Fund without the dissolution or renegotiation of the interlocal agreement. It is the position of staff, and the County Attorney's Office, that formal acknowledge by all three parties would suffice in order to return the accrued funds back into the TDT Trust Fund. At that time, the TDT funds be under the sole auspices of the County and could be appropriated in any matter consistent with state law and County policy.

To maximize the existing balance of TDT revenue previously set aside for a performing arts center, staff recommends the County work closely with FSU to explore leveraging the unencumbered TDT funds to ensure that the desired amount of meeting space is sought through FSU's RFP process for a conference hotel that will enhance visitation and economic development. To further explore the partnership opportunities, staff recommends the County Administrator extend an invitation, on behalf of the Board, to President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent FSU-branded conference hotel.

With regard to the recurring one penny of TDT, it is recommended that an additional $358,800 be allocated toward cultural funding (i.e. COCA granting, cultural capital grant program) to elevate the County's financial support of cultural organizations. This additional $358,800 would represent a 71% increase in TDT funding for cultural arts from the current FY 14 County budget and 20% of the overall TDT revenues, more than any other county in the State of Florida. To address the proposed cultural capital grant program, it is recommended that the TDC bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report. Table #1 is provided again to compare with Table #3, which illustrates the proposed FY 15 TDT allocations as recommended herein by staff. For illustrative and consistency purposes, the TDT revenue per penny is assumed to be the same as FY 14.

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Table #1: FY 2014 TDT Allocations (from page #4)

TDT Funding Recipient	Allocation by Ordinance (Cent)	Current Funding Level ($)	% of Total Annual Revenue
Downtown Performing Arts Center (*per Interlocal Agreement)*	1	$863,300	20%
Tourism Development Division -Marketing & Public Relations -COCA Re-granting*	4	$3,453,000	80%
Total	***5***	***$4,316,300***	***100%***

*COCA received $504,500 of TDT in FY 2014 as part of the County budget process. The $504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA $150,000 in general revenue support for administrative purposes. The TDT funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

Table #3: Proposed FY 15 TDT Allocations

Proposed TDT Funding Recipient	Allocation by Ordinance (Cent)	Proposed FY 15 Funding Level	% of Total Annual Revenue
Arts & Culture -COCA Re-granting -Capital Improvement Grants	1	$863,300	20%
Tourism Development Division -Marketing & Public Relations -Conference/Convention Space*	4	$3,453,000	80%
Total	***5***	***$4,316,300***	***100%***

*Any commitment of a portion of future TDT revenues for conference/convention space would be brought back to the Board at a future date.

And finally, the remaining balance of the one penny currently allocated towards a performing arts center would be available for either additional support for the convention center/conference space and/or additional marketing and public relations for the County's tourism program. This determination would be made by the Board, and in consultation with the TDC, at the appropriate time after additional work with FSU has occurred.

Options:

1. Authorize the County Administrator, to take steps necessary to return the $3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:
    a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and Community Redevelopment Agency to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
    b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the $508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
    c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.

2. Authorize the County Administrator to explore leveraging the unencumbered Tourist Development Tax funds to ensure the desired amount of meeting space is sought through Florida State University's Request for Proposals process for a conference hotel that will enhance visitation and economic development.

3. Authorize the County Administrator to extend an invitation to Florida State University President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent Florida State University-branded conference hotel.

4. Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:
    a. The current funding levels for the Council on Cultural Arts.
    b. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
    c. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

5. Board direction.

Recommendation:
Options #1a-c, #2, #3, and #4a-c.

Attachments*:*

1. July 8, 2013 Budget Discussion Item on TDT Allocation
2. Leon County Ordinance 2013-03 and Tourist Development Plan, February 12, 2013
3. Interlocal Agreement with the City of Tallahassee and CRA, June 23, 2004
4. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007
5. Option Agreement between the City and FCPAE regarding the Johns Building site, July 22, 2008
6. Letter from FCPAE, October 10, 2011
7. Ratification of November 15, 2011 Workshop
8. Letter from FCPAE to Deputy City Manager, September 6, 2012
9. Amendment to Option Agreement for the Johns Building site and the City Commission minutes for November 7, 2012
10. Letter to County Administrator from FCPAE President, October 15, 2013
11. Performing Arts Proposal to Sales Tax Committee, March 14, 2013
12. FSU Prospectus – "A Comprehensive Plan for Job Creation and Student Career Success," September 2013
13. Association Study Executive Summary by Bonn Marketing Inc., June 2010
14. CRA agenda item and presentation by HVS on the Conference Center and Hotel Market and Feasibility Analysis, October 2011
15. Email from Kelly Dozier to the County Attorney on September 3, 2013
16. County Attorney memorandum on eligible uses of TDT funds, September 6, 2013
17. Memorandum from the Cultural Plan Review Committee on a Capital Grant Program, October 9, 2013

VSL/KM/ld

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 Interlocal Agreement ("Agreement") is made and entered into as of this 23rd day of June, 2004, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, Florida, a municipal corporation created and existing under the laws of the state of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

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

WHEREAS, the Agency is currently implementing a "community development plan" for a "community redevelopment area" (as those terms are defined in the Act) known as the "Downtown District Community Redevelopment Area" (the "District"), and the City may, from time to time, seek to declare other additional areas to be "slum" or "blighted" areas and to cause the Agency similarly to implement such "community redevelopment plans" within those "community redevelopment areas" to address the identified conditions of "slum" or "blight" in those areas; and,

WHEREAS, the County is of the belief and position that neither the City, nor the Agency may legally create or designate any new "community redevelopment area", or expand the boundaries of any existing "community redevelopment area" or exercise any powers within a new or expanded "community redevelopment area", without first obtaining from the County the specific delegation of powers enumerated in the Act or otherwise the County's consent thereto; and,

WHEREAS, the City and the Agency are of the belief and position that the City has the power and authority to create and designate any new "community redevelopment area", or expand the boundaries of an existing "Community Redevelopment Area" and exercise those powers enumerated in the Act, within the new "community redevelopment area" without first obtaining from the County any approval, delegation of powers, or consent; and,

WHEREAS, the County and City engaged in the procedures enumerated in the Intergovernmental Conflict Resolution Act, Chapter 164, Florida Statutes, in an effort to resolve their differences concerning the District; however, both parties reached an impasse, and subsequently on March 5, 2004, the County filed a Complaint against the City, challenging the creation of the District; and,

WHEREAS, the parties to this Agreement agree that the conflict between them is better resolved through negotiation and agreement rather than by litigation; and,

WHEREAS, the parties to this Agreement agree that should either party breach this Agreement or should the Agreement be terminated pursuant to Section 10 of the Agreement, that both parties specifically reserve the right to put forth their legal arguments previously articulated, and nothing herein shall be deemed to be a waiver thereof; and

WHEREAS, the parties to this Agreement agree that the establishment of a Community Redevelopment Agency and Tax Increment Financing are effective tools for the redevelopment of slum or blighted areas of the City; and

WHEREAS, the parties to this Agreement agree that it is the intent of both the City and the County that properties acquired by the Agency for the purpose of redeveloping slum or blighted areas of the District, with the exception of those intended to be maintained in public ownership, be placed back on the tax rolls as quickly and as expeditiously as possible and consistent with the approved redevelopment plan; and

WHEREAS, the County, the City and the Agency (hereinafter collectively referred to as the "parties") desire to enter into an Agreement of understanding to delineate their areas of responsibility with respect to the redevelopment of the District and theAgency's obligations and responsibilities to each taxing authority; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

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 Community Redevelopment Agency, or its successor, a public body corporate and politic.

b. **"Act"** means Part III of Chapter 163 of Florida Statutes (2003).

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, (attached hereto as Exhibit B) 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.

k. **"Project"** means land sales, purchases, proposals, programs, development agreements, and public and private construction related to redevelopment in the District, unless specifically prohibited by the terms of this Agreement, which are projected to exceed $500,000, or the portion thereof

funded by the Downtown District Community Redevelopment Area Trust Fund ("Trust Fund"), is expected to exceed $500,000. For purposes of calculating the threshold amount of $500,000, only direct monetary expenditures on a Project from the Trust Fund, shall be included.

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 the Effective Date of this 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 13 (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 the Effective Date, 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 the Effective Date of this Agreement. However, annual Increment Revenue, if necessary to meet the respective obligations set forth in

Section 6(c) hereof or to secure debt issued to meet such obligation, 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. In addition thereto, the County shall appoint two (2) ex officio members to the CRA, who each shall have a two-year term.

c. There is hereby created a Project Review Committee for the District, which shall be comprised of four members, two of whom shall be City Commissioners and two of whom shall be County Commissioners, who shall each have a two-year term. The Agency shall not remove or otherwise diminish the authority conferred upon the Project Review Committee established herein. All decisions made by the Project Review Committee shall be made by a majority vote. In the event of a tie vote on any matter, such matter shall be referred to both the County Administrator and City Manager who shall jointly be required to propose a "Resolution" to the Project Review Committee. The Project Review Committee shall then be reconvened for purposes of consideration of the "Resolution" to said matter. Should the Project Review Committee not adopt the "Resolution," an impasse shall be declared. In the event that an impasse occurs, the Agency shall have the right, in its sole discretion, to withdraw that Project from further consideration.

d. The Agency confers upon the Project Review Committee all those powers necessary and convenient to carry out and effectuate the specific purposes and provisions of this Agreement which relate to the Project Review Committee. The Project Review Committee shall be required to review and approve or reject all Projects, which are authorized by the Agency for funding from the Trust Fund at both the conceptual stage and at the acquisition, sale and/or construction stage, as the case may be. Every Project shall be reviewed by the Project Review Committee and be subject to their approval. The Project Review Committee shall be required to review and approve or reject all Requests for Proposals and Bids responsive thereto related to any Project, but shall not be responsible for the award and administration of such contract or agreement resulting from such procurement efforts. Final scope of such Projects shall also be subject to review and approval or rejection by the Project Review Committee.

e. Oversight Review Board. There is hereby created an Oversight Review Board, which shall be comprised of five members consisting of the Mayor of the City of Tallahassee, the Chairman of the Leon County Board of County Commissioners, the Leon County Property Appraiser, the

Superintendent of the Leon County Schools, and the Leon County Clerk of the Court. The Oversight Review Board shall be convened solely to address matters upon which the Project Review Committee reaches an impasse. The decision of the Oversight Review Board shall be final and binding upon the Project Review Committee and all Parties. In the event that the Oversight Review Board is unable to resolve a matter by majority vote, referred to it by the Project Review Committee, an impasse shall be declared and the matter shall be resolved in accordance with Section 10, Dispute Resolution.

Section 6. Financial Provisions

a. Tourist Development Tax. The County agrees to impose an additional one-cent tourist development tax on a County-wide basis, as set forth in Section 125.0104(3)(l), Florida Statutes (2003). The proceeds of one cent of the tax imposed pursuant to Section 125.0104(3)(c) and (d), Florida Statutes (2003) which is required to be remitted to the County Tourist Development Trust Fund, in accordance with Section 125.0104(3)(i), Florida Statutes (2003), shall be dedicated exclusively for costs associated with a Performing Arts Center(s) to be located in the Downtown District Community Redevelopment Area. The Performing Arts Center project(s) shall be specifically subject to the review and approval or rejection of the Project Review Committee. Upon the request of the Agency, the County shall authorize, approve, and execute such documents as are necessary to authorize and permit the Agency to issue debt and pledge the above referenced proceeds for the repayment of that debt including the payment of debt service and costs of issuance. Any portion of the Tourist Development Tax not needed for the payment of debt service, construction and/or operational costs for the Performing Arts Center(s), shall at the option of the Agency and upon approval of the Project Review Committee be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof.

b. Gaines Street Reconstruction Project. The County agrees to contribute $10.7 million, to be derived from its share of sales tax extension revenues as identified in Leon County Ordinance 00-35, to be used exclusively for the Gaines Street Reconstruction project as set forth in Leon County Resolution 00-30, dated June 1, 2000, as amended by Leon County Resolution No. R.03-63, dated September 23, 2003, provided the City contributes a minimum of $17 million, derived from its share of sales tax extension revenues, to be used for the Gaines Street Reconstruction project, as identified herein, and the east/west pairing reconstruction project associated with the Gaines Street Reconstruction project and associated land acquisition and transportation related improvements in connection therewith. The County shall remit the subject funds to the City not later than 180 days from receipt of written notice from the City that the City funds have been contributed and the County funds are needed for the project. The subject funds shall be deposited into a City Project Work

Order for the project and the responsibility for design, construction and operation of the project shall be strictly that of the City.

c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund. The County agrees to pay $15,000,000 and the City agrees to pay $13,000,000 by September 30, 2005, to the Trust Fund. In no event shall funds from Sales Tax, Municipal Service Taxing Unit or utility service revenues be used to make these contributions. If these payments are made prior to September 30, 2005, then the entity making the payment will be relieved from any future Increment Revenue payments required to be made to the District.

Based on the need for the funding of Projects approved by the Project Review Committee, and other permitted uses of Trust Fund monies, the Agency, shall make written demand on the City and County for payment into the Trust Fund of all or a portion of the outstanding balance owed, which may be due after September 30, 2005. Any such partial payment shall be in the respective percentages of the total obligation set forth above. Such payment shall be made, with accrued interest, within 180 days of Notice by the Agency.

In the event the Agency does not demand payment as described above of the full agreed upon amount prior to September 30, 2005, interest on the outstanding balance will be paid into the Trust Fund on October 1 of each year in which payment is deferred, accruing at 4.50 % or the annual Consumer Price Index ("CPI") rate in effect on October 1 of each year, whichever is greater. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84-100 (unadjusted), as published monthly by the Bureau of Labor Statistics, United States Department of Labor.

Until the principal and all accrued interest, if any, of the agreed amounts are paid (County - $15,000,000; City - $13,000,000), the City and the County agree to pay annually the Increment Revenue to the Trust Fund. The Agency will remit to the account designated by the County the increment amount attributed to the EMS Municipal Services Taxing Unit and the Indigent Health Care Municipal Services Taxing Unit collected within the District. Such remittance will be made within ten (10) calendar days of receipt of payment by the Agency. The remaining amount contributed by each entity will be applied to the outstanding balance owed by that entity, including interest owed as described above.

If either the City or the County desire to finance its required contribution or any portion thereof through the issuance of debt secured by Increment Revenue collected within the District, the Agency agrees upon the request of such party to authorize, approve, and execute such documents as are necessary to authorize and permit that Party to issue debt and pledge the

Increment Revenue for the repayment of that debt, including the payment of debt service and cost of issuance.

Once the total amount owed is paid off by either Party, that Party shall be fully relieved of any obligation to remit Increment Revenue to the Agency or District Trust Fund.

d. Trust funds shall not be used to provide direct lease subsidies within the District. Trust funds shall not be used to provide indirect lease subsidies unless they are specifically approved by the Project Review Committee. A lease subsidy is defined as any payment from the Trust Fund, through the Agency, to either a property owner or a tenant for the express purpose of reducing the tenant's lease costs. The requirement of inclusion of retail or commercial space in a given Project shall not constitute a lease subsidy.

e. Funds and other assets received by the Agency unrelated to the District or through grants, gifts, donations, or in any other manner accruing to the District, including Increment Revenue contributed by the City in excess of its required obligation under Section 6(c) hereof and Increment Revenue from the Downtown Improvement Authority, except as described below, shall remain the assets and/or funds of the Agency and shall not be in any way subject to the provisions of this Agreement. Funds and other assets received by the Agency from the sale or lease of Projects financed by the Agency within the District shall remain subject to the provisions hereof for the entire Term of this Agreement

f. In the event of any subsequent refinancing of debt secured by Increment Revenue or Tourist Development Tax revenue issued pursuant to this Agreement, any debt service savings shall accrue to the benefit of the Trust Fund.

g. As a result of the provisions of this Agreement, subject to the provisions of Section 6(c) hereof, the County is hereby relieved of its obligation under the Act to deposit Increment Revenue or any other funds into the Community Redevelopment Downtown District Trust Fund, and the City and the Agency shall be deemed to have waived their rights under the Act to require the County to make such payments.

Section 7. Records and Reporting. For Projects within the Downtown District Community Redevelopment Area. The Agency shall:

a. Maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures and practices, which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City and/or Agency in connection with the Projects or otherwise paid or to be paid from either Incremental Revenues or the proceeds of increment obligations, or paid from revenues derived from the Tourist Development Tax or revenues otherwise contributed by

the County to the District, and said books, records, documents and other instruments shall be retained by the City and the Agency for a period of three full years after termination of this Agreement. However, notwithstanding the above, construction records, documents, and reports shall be retained by the City and the Agency for a period of five full years after completion of any such Project, unless said records, documents, and reports are required to be maintained pursuant to federal income tax regulations for arbitrage rebate calculation purposes, upon which said records, documents, and reports shall be retained for a period of three years after termination of this Agreement; and

b. Provide to the Project Review Committee, within 45 days after March 31 and September 30 of each year, a report which shall contain a narrative description of the work completed on any Projects according to the project schedule, a description of any change orders then pending or executed, and a budgetary summary detailing planned expenditures and actual expenditures; and

c. Provide the County and the City upon completion of construction of any Project with a certification to the County from a professional engineer licensed to practice in the State of Florida, that the improvements have been completed according to the plans and specifications approved for such Project; and

d. Within 120 days after the end of each fiscal year, provide the Project Review Committee a report for the preceding fiscal year itemizing all expenditures made by the City and/or Agency from proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or other County contribution to the Trust Fund, setting forth all interest earnings from the investment of proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or County revenue contributions, and calculating the balance of any unexpended proceeds.

Section 8. 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. The City and the Agency shall insure that all aforementioned recordkeeping, reporting, and audit requirements are included in any contracts and subcontracts entered into by the City and/or Agency with any party for the construction, purchase, sale or lease related to a Project authorized in this Agreement.

d. 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.

e. 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 9. 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 10. 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 13.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 11. 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 12. Charter Amendments

The City and County pledge that neither the City nor the County shall initiate any charter amendment to either the City or County Charter during calendar year 2004 which

in any way concern, effect or otherwise impact the budgetary or operational matters of either entity.

Section 13. 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 our 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.

l. Litigation. In exchange for the full compliance of the terms and conditions of this Agreement, the County agrees to dismiss with prejudice the lawsuit filed against the City of Tallahassee, Case No. 2004-612 dated March 5, 2004 with each party to pay its own attorneys fees and costs. In

addition, the Parties agree not to challenge an Agency bond validation, if any, for the funding of the other parties' contribution to the Trust Fund.

m. Limited Application. Except with respect to Sections 4 and 11 herein, this Agreement shall in no event be construed as applying to the Frenchtown Southside Community Redevelopment District established September 23, 1998.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives this 16th day of August, 2004.

Approved as to form:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

Attest:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

LEON COUNTY, FLORIDA

By: _____
Jane G. Sauls, Chairman
Board of County Commissioners

Date: August 16, 2004

Approved as to form:
CITY ATTORNEY'S OFFICE

By: _____
James R. English, Esq.
City Attorney

Attest:

By: _____
Gary Herndon
City Treasurer-Clerk

CITY OF TALLAHASSEE, FLORIDA

By: _____
John R. Marks, III
Mayor, City of Tallahassee

Date: August 16, 2004

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chairman

EXHIBIT "A"

RESOLUTION NO. 02-R-43

A RESOLUTION OF THE CITY OF TALLAHASSEE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; FINDING THE EXISTENCE OF BLIGHT CONDITIONS IN AN AREA OF THE CITY; FINDING SHORTAGE OF HOUSING AFFORDABLE TO RESIDENTS OF LOW OR MODERATE INCOME; MAKING CERTAIN FINDINGS AND DETERMINATIONS; FINDING A COMMUNITY REDEVELOPMENT AREA EXISTS; FINDING THE EXISTING COMMUNITY REDEVELOPMENT AGENCY WILL BE THE AGENCY FOR THE AREA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a study has been done of the conditions in the City of Tallahassee, Florida, finding conditions of blight in that part of the City known as the downtown area as more particularly described on Exhibit "A" hereof (such area being referred to herein as the "Area"); and

WHEREAS, the results of that study have been presented to the City Commission for its consideration and included in the public record; and

WHEREAS, after having considered the study's determinations and the facts and evidence of conditions in the Area and has received and considered such other evidence of the conditions in the Area as have been presented to it, the City Commission has determined that certain actions are appropriate and necessary and should be taken to address the conditions now present and expected to be present in the Area;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. Findings of Conditions. Based upon the evidence, data and facts presented to it, the City Commission does hereby find:

(a) In that area of the City described in Exhibit "A" attached hereto (such area being referred to herein as either the "Area" or the "Redevelopment Area") there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:; and

(1) Predominance of defective or inadequate street layout, parking facilities, bridges, or public transportation facilities exists within the Area; and

(2) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness exists within the Area; and

(3) Unsafe and unsanitary conditions exist within the Area; and

(4) Deterioration of site and other improvements within the Area.

(b) In addition to the conditions set forth in (a) there is a shortage of housing affordable to residents of low or moderate income, including the elderly, within the Area

Section 2. Finding of Necessity. The City Commission does hereby expressly find that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, are necessary and in the interest of the public health, safety, morals or welfare of the residents of the City of Tallahassee.

Section 3. Community Redevelopment Area. Based upon facts presented to it and contained in the public record, the City Commission does hereby find the Area contains conditions of blight as defined in Section 163.340, Florida Statutes (2001), as amended by Chapter 2002-294, Laws of Florida, and that such area constitutes a community redevelopment area as defined in Section 163.340(10), Florida Statutes (2001), as amended by Chapter 2002-294, Laws of Florida.

Section 4. Community Redevelopment Agency. The City Commission does hereby find and declare that the Community Redevelopment Agency created on September 23, 1998, by the enactment of Ordinance 98-O-0046, is the community redevelopment agency for the Area.

Section5. Effective Date. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED THIS 11th DAY OF SEPTEMBER, 2002.

Attest:

GARY HERNDON
City Treasurer-Clerk

SCOTT MADDOX, Mayor

APPROVED AS TO FORM:

JAMES R. ENGLISH
City Attorney

FIRST 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 First Amendment to the Interlocal Agreement ("Agreement") is made and entered into as of this 4th day of October, 2007, 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 Agreement as of the 23rd day of June, 2004, regarding the Downtown District Community Redevelopment Area (the "District"); and

WHEREAS, the Agreement defines the area encompassed by the District; and

WHEREAS, the Agreement includes provisions for the joint funding of the Downtown District Community Redevelopment Area Trust Fund (the "Trust Fund") by the County and the City; and

WHERAS, the Agreement provides for funding of costs associated with the Performing Arts Center and Gaines Street Reconstruction projects;

WHEREAS, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the "Parties") to expand the boundaries of the District, modify the Parties' funding obligations, expand the membership of the Agency Board, and provide for consideration of additional Projects; and

WHEREAS, the Agreement provides that any provisions 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 Agreement provides that any proposed boundary adjustment to the District requires the prior written approval of the City and County; and

WHEREAS, the Parties desire to enter into an amendment to the Agreement to provide the prior written approval of the proposed adjustment to the District boundary, change the calculation method for City and County contributions, expand the membership of the Agency Board, and provide for consideration of additional Projects.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

1. Section 2.h. is hereby deleted, replaced, and superceded by the following:

   2.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. The District shall also include the areas depicted on Exhibit A-1 attached hereto and made a part hereof, contingent upon City adoption of the appropriate resolution and that shall be incorporated herein by reference.

2. Section 5.b. is hereby deleted, replaced, and superceded by the following:

   b. The membership of the Agency shall consist of the Mayor of the City, the four (4) members of the City Commission, and the four (4) members of the County Commission as appointed by the Board of County Commissioners, who shall act as its governing body and who shall have all those powers enumerated under the Act, unless otherwise conferred or delegated hereunder.

3. Sections 5.c., 5.d., and 5.e. are hereby deleted.

4. Section 6.a. is hereby deleted, replaced, and superceded by the following:

   a. Tourist Development Tax. The County agrees to impose an additional one-cent tourist development tax on a County-wide basis, as set forth in Section 125.0104(3)(l)(4), Florida Statutes (2003). The proceeds of one cent of the tax imposed pursuant to Section 125.0104(3)(c) and (d), Florida Statutes (2003) which is required to be remitted to the County Tourist Development Trust Fund, in accordance with Section 125.0104(3)(i), Florida Statutes (2003), shall be dedicated exclusively for the debt service, construction and/or operational costs of a Performing Arts Center(s) to be located in the Downtown District Community Redevelopment Area. Upon the request of the Agency, the County shall authorize, approve, and execute such documents as are necessary to authorize and permit the Agency to issue debt and pledge the above referenced proceeds for the repayment of that debt including the payment

of debt service and costs of issuance. Any portion of the Tourist Development Tax not needed for the payment of debt service, construction and/or operational costs for the Performing Arts Center(s), shall be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof.

5. Section 6.c. is hereby deleted, replaced, and superceded by the following:

c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund.

(1) The County's annual contribution of Increment Revenue to the Trust Fund shall be equal to an ad valorem tax rate of 4.29 mills of the incremental increase in ad valorem taxes and the City's annual contribution of increment revenue to the Trust Fund shall be equal to an ad valorem rate of 3.7 mills of the incremental increase in ad valorem taxes, except as provided in section (2) below. The incremental increase in ad valorem taxes shall be determined as provided in Section 163.387(1), Florida Statutes.

(2) The City and County recognize that the modifications to the contributions to the Trust Fund made by this amendment results in a reduction in the revenue previously available for the Trust Fund in the early years of the District. To mitigate the impact of this revenue reduction, the City and County agree to provide supplemental contributions to the Trust Fund in fiscal years 2006-07, 2007-08 and 2008-09. The supplemental contributions will be in the amounts to ensure that the Trust Fund receives the total revenue equal to $1,537,659, which is the amount of revenue that the Trust Fund received in fiscal year 2005-06. The amount the City and County will contribute will be determined by applying the annual contributions to the Trust Fund that are collected for those years to the $1,537,659 revenue target. If the Increment Revenue contributions do not equal or exceed the $1,537,659 revenue target, then the City and County will make supplemental contributions to the Trust Fund sufficient to reach that revenue target. The County will provide 53.6% and the City will provide 46.4% of the required total supplemental contribution amount. These contributions shall be made at the same time as the City and County submit their required Increment Revenue payment to the Trust Fund.

6. Section 6.d. is hereby deleted, replaced, and superceded by the following:

d. Lease subsidies shall be an eligible expenditure of Trust Funds. A lease subsidy is defined as any payment from the Trust Fund, through the

Agency, to either a property owner or a tenant for the express purpose of reducing the tenant's lease costs.

7. Section 6. is hereby amended to add item 6.h. as follows:

   h. The Agency agrees that it shall consider continuing to provide further financial support for the Performing Arts Center project, contingent upon: (1) determination of the actual total costs; (2) availability of a funding source for Agency participation; (3) availability of other funding sources for the majority of the costs of the Performing Arts Center project, and (4) location of the Performing Arts Center within the boundaries of the District.

8. Section 6. is hereby amended to add item 6.i. as follows

   i. The Agency agrees that it shall work with the County to develop a plan for additional public parking in the District, particularly to address the needs for parking to accommodate those serving on jury duty at the Leon County Courthouse. The Agency will provide funding to support bus service to transport jurors from the County's public parking lot on Duval Street to the County Courthouse. The schedule and frequency of such service shall be coordinated with the Clerk of the Courts.

9. Section 7 b. is hereby deleted:

10. Section 7.d. hereby deleted:

11. The City and County execution of this amendment shall constitute the City and County required prior written approval to the proposed District boundary adjustment as required by Section 11 of the Agreement.

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 this 4th day of October, 2007.

LEON COUNTY, FLORIDA

By: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida
BY: _____

Approved as to Form:
Leon County Attorney's Office
BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor, City of Tallahassee

Date: 10/1/07

ATTEST:

By: _____
Gary Herndon
City Treasurer-Clerk

Approved as to Form:

By: _____
for James R. English
City Attorney

COMMUNITY REDEVELOPMENT AGENCY

By: _____
John R. Marks, III
Chair

Leon County
Board of County Commissioners

Cover Sheet for Workshop

September 15, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop Providing a Status Report on Council on Culture & Arts Funding and an Update on the Implementation of the Cultural Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Chris Holley II, Assistant to the Director

Fiscal Impact:
The County has increased its investment in the cultural arts through the reallocation of Tourist Development Tax (TDT) funds beginning in FY15. The Board's reallocation increased the TDT dedicated to the Council on Culture & Arts (COCA) from approximately ½-cent TDT ($504,500) to a total 1¼-cent TDT (approximately $1.13 million), which is used to support the cultural plan and grant programs administered through COCA. A portion of these funds (¼-cent) is available in arrears the following year to support a capital grants program. Specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020.

The expenditure of these funds through COCA shall be in accordance with the approved Cultural Plan (Attachment #1), including the cultural capital improvement grants.

Staff Recommendation:

Option #1: Accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.

Report and Discussion

Background:

In 2003, the "Cultural Plan for the Future of the City of Tallahassee and the Capital Area" was developed by an advisory group appointed by the City of Tallahassee, as well as participation by several community leaders. Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program.

On September 18, 2012, the Board directed the County Administrator to work with the City Manager to finalize a proposal to update the 2003 Cultural Plan. The following month, the Board approved a process to update the Plan with an 18-member Cultural Plan Review Committee (Committee) appointed by the County and City Commissions. Staff support for the Committee was provided by the City as the County provided staffing for the Sales Tax Committee. The Committee was tasked with reviewing the original Cultural Plan, assessing the status of plan implementation, determining what portions of the plan need to be updated or omitted based on changes that have occurred, and providing recommendations to the County and City Commissions on modifications to the plan objectives.

The Committee met for one year with the first meeting held on December 10, 2012. The Committee unanimously approved the Cultural Plan in December 2013 and provided the final report to the County on January 31, 2014 (Attachment #1). On February 11, 2014, the Board held a workshop on the Cultural Plan and approved recommendations such as increasing the County's investment in the cultural arts by dedicating a full one-cent of bed taxes as well as an additional ¼ cent to support a capital needs matching grant program as recommended in the Cultural Plan (Attachment #2). In addition, the Board provided direction to staff to work with COCA in identifying potential operational efficiencies and cost savings (Attachment #3). The efficiencies achieved through this partnership are discussed in the analysis portion of this workshop item on page five.

On October 14, 2014 meeting, the Board reached an agreement with the City regarding the reallocation of one-cent of Tourism Development Tax (TDT), previously dedicated to the creation of a performing arts center, to support cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County agreed to dedicate an additional ¼ cent of TDT to support a capital needs matching grant program. Monies accrued from the ¼ cent during FY 2015 will be distributed during FY 2016 and continue through FY 2020 (Attachment #4). During this five-year term, the County and City agreed to continue to commit general revenues funds in the amount of no less than $150,000 each towards the operation of COCA. Table #1 on page four of the item outlines the County and City funding support for COCA. On December 9, 2014, the Board approved the interlocal agreements with the City and CRA to effectuate these recommendations (Attachment #5). The City and the CRA subsequently approved the new agreement on December 10 and 11, respectively. Subsequently, the Board approved the tourism ordinances related to collection of the tourist development tax at the first and only public hearing in February 2015 (Attachment #6).

In light of the new Cultural Plan, the selection of the new executive director for COCA, and the shifting of resources to implement the Cultural Plan, the Board also directed staff to schedule a workshop to provide an update from COCA on the implementation of the Cultural Plan, including the cultural capital improvement grants and increase in tourism funding.

Analysis:

This workshop provides the Board with a status report on COCA funding and an update on the implementation of the Cultural Plan including the historical funding for COCA, the TDT support provided to arts and culture compared to other counties in Florida, COCA's plans for these funds.

Overview on Funding for COCA:

Tourism Development has utilized TDT to market Tallahassee and Leon County as a destination for nature-based tourism activities, history and heritage, visual and performing arts, science and discovery, sporting events, meetings and conferences, filming, dining, nightlife and shopping. Prior to FY 2015, $504,500 of TDT revenue was provided to COCA to be re-granted to cultural organizations and events throughout the community. An additional $150,000 from the County's general revenue was also allocated to COCA for administrative support. As discussed previously, beginning in FY 2015 the TDT dedicated to COCA increased from a fixed amount of $504,500 (or approximately ½ cent) to a total 1¼-cent (approximately $1.13 million). The disbursement of $150,000 from general funds each from the County and City for the operation of COCA will continue to occur.

Table #1 depicts the COCA's funding from the County and City over the past four fiscal years as well as the tentative budget for the upcoming fiscal year. The City currently (FY 2015) provides $403,338 of general revenue for the cultural grant program. At the time of writing this workshop item, the City budget staff indicated that the tentative FY 2016 budget allocates $192,039 for COCA's administrative expenses ($150,000) as well as funding for the cultural resources commission and the art in public places program ($42,036). Should the city reduce its funding support, COCA will utilize the additional TDT funds to support its grant programs and implementation of the cultural plan. If this should occur, COCA's FY 2016 budget will be $1,493,911 compared to $1,649,874 in FY 2015. It should be noted that COCA's FY 2016 budget is still an increase in funding compared to its FY 2014 by $244,037.

Table #1: COCA's Funding from the County and City

	Funding Source	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016 (Tentative)
City of Tallahassee[1]	General Revenue	$721,334	$595,374	$595,374	$595,374	$192,036
Leon County	General Revenue	$150,000	$150,000	$150,000	$150,000	$150,000
	TDT to Support Operating Grants	$504,500	$504,500	$504,500	$904,500	$921,500
	TDT to Support Capital Grants	0	0	0	$0[2]	$230,375
	County Subtotal	*$654,500*	*$654,500*	*$654,500*	*$1,054,500*	*$1,301,875*
	Total:	$1,375,834	$1,249,874	$1,249,874	$1,649,874	$1,493,911

[1]All City funding support provided through general revenue. The table above reflects the City's FY 2016 tentative budget for COCA at the time of writing this workshop item.

[2]In FY 2015, ¼ cent of TDT is available in arrears to support a capital grants matching program. More specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020.

Table #2 shows how Leon County compares other communities who invest tourism dollars to art/culture and the percentages of funds allocated. As reflected below, Leon County dedicates 25% of the total TDT collections to arts and culture, which is substantially higher than other counties in Florida.

Table #2: Florida Counties' Support of Arts/Culture with TDT Funds FY 2015

County	% To Arts	$ To Arts	Total TDT Collections
Leon	*22%*	*$1.13 million*	*$5.1 million*
Alachua	17%	$0.70 million	$4.1 million
St. Johns	15%	$1.20 million	$8.3 million
Sarasota	10%	$1.79 million	$18.6 million
Polk	8%	$0.70 million	$8.8 million
Broward[1]	1%	$0.60 million	$52.5 million
Brevard	<1%	$0.48 million	$11.2 million
Pinellas	<1%	$0.20 million	$41.2 million
Lee	<1%	$0.30 million	$33.3 million
Collier	<1%	$0.10 million	$20.0 million

[1]Broward County approved an additional $1 million to be used from TDT reserves.

COCA and the Implementation of the Cultural Plan:
Following the approval of the Cultural Plan, COCA established the Capital Area Cultural Plan Advisory Committee (CPAC), comprised of members of its board of directors and other individuals in the community, to prioritize elements of the Cultural Plan and establish a budget necessary to implement aspects of the plan. A sub-committee was also formed to develop guidelines pertaining to a proposed capital matching grants program, which is discussed in detail on page five. Tourism Development staff has served on CPAC to provide guidance on uses of the TDT and to share insights on possible cooperative marketing opportunities. The achievements CPAC has made toward the implementation of the cultural plan are outlined in Attachment #7.

On April 28, 2015, the Board approved the First Amended and Restated Grant Funding Agreement between COCA and the County regarding cultural programs and activities, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures of TDT funds (Attachment #8). The agreement states that additional investment in the cultural arts through COCA is to support the cultural grant program, the proposed capital needs matching grant program for arts and cultural facilities, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing consistent with uses authorized in section 125.0104, Florida Statutes. The Board's actions ensure the appropriate level of funding to support COCA in its mission to serve the community in the realm of the arts. The Board also approved a resolution to ensure that the TDT funds allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and the components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, are utilized in accordance with Section 125.0104, Florida Statutes (Attachment #9). The resolution provides a brief description of each program, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures for the cultural grants program, the capital needs matching grants for arts and cultural facilities program, and the components of the Cultural Plan that support economic development through tourism and related marketing.

Recently, based on the Board's previous direction to explore operational efficiencies between Tourism and COCA, staff updated the COCA calendar including integration with the redesigned VistTallahassee website as well as continues to provide ongoing assistance in managing the back end of the website. The integration of both calendars eliminated inconsistencies and the necessity of having to enter events on two different calendars. Further, it allows both COCA and Tourism staff to review events before posting to the website. This ensures accurate event information is made readily available for visitors to learn about upcoming events. It also provides the COCA events calendar with more exposure to a far greater audience and to benefit from all Tourism marketing efforts that generate traffic to VisitTallahassee.com.

Staff also held meetings with COCA to further discuss the Board's directive to identify other operational efficiencies, such as contractual marketing/advertising services. Under the leadership of the new Director, Dr. Audra Pittman, staff has continued the discussions on operational efficiencies specifically regarding office space. Staff will keep the Board apprised of these discussions with COCA. Furthermore, staff continues to work with COCA to ensure all grant dollars are used within the allowable uses of the TDT and that these uses are consistent with the resolution approved by the Board. Staff routinely partners with COCA in developing content used in the visitor guide and VisitTallahassee website; and as part of marketing efforts, staff includes arts, culture, and historic attractions in all of the media tours conducted with visiting journalists from lifestyle magazines as well as in regular rotations of weekly social posts on all platforms. This year staff is currently planning its largest industry partners meeting, known as the annual Marketing Rollout, which will prominently feature the arts and cultural community with its theme. The annual marketing event will be held on October 1, 2015 at the Theatre Tallahassee.

Through the work of CPAC and in order to receive the initial disbursement of these funds, COCA has provided FY 2015 budget information detailing how FY15 funds will be spent (Attachment #10) as well as its FY15 Mid-year Report (Attachment #11) specifying activities and achievements to date. In future years, disbursements of the one-cent TDT will be made in quarterly payments contingent upon the receipt of the following:

- non-departmental funding request application identifying the community services activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding;
- timely invoices;
- midyear report and;
- annual report provided to and approved by the County.

As discussed previously, COCA and the CPAC subcommittee are currently in the process of developing the parameters and processes for the capital grants program that will be reviewed by the TDC and presented to the Board for final approval. Once the Board approves the parameters of the capital grants program TDT funds will be available to eligible agencies beginning October 1, 2015 for the program. The Cultural Plan calls for this program to be a one to one match from the receiving organizations in order to obtain capital grant funding. Disbursements of the ¼ cent TDT will be made on a case-by-case basis for the proposed capital grants program as recommended by COCA and approved by the TDC. Receipt of capital grants program funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report.

For FY 2016, the County has forecasted revenue from the TDT at $921,500 per penny and the ¼ penny is projected to generate $230,375 resulting in a total estimated support for COCA and the cultural plan of $1.15 million. In addition to the County will continue to support administrative functions for COCA in the amount of $150,000 from general revenue. For the upcoming fiscal year, COCA plans allocate $907,838 for re-granting to cultural organizations and events throughout the community cultural grants, which is the same amount, dedicated in FY 2015. In addition, COCA's other initiatives for FY 2016 include the following and are discussed further in Attachment #12:

- cultural tourism marketing extension grants;
- contracting with Americans for the Arts to participate in a national study of the economic impact of spending by nonprofit arts and culture organizations:
- refreshment of the COCA website (www.tallahasseearts.org), and;
- creation of a new and rebranded events calendar, Tallahassee Arts Guide, to replace morethanyouthought.com, which will still be integrated with the Visit Tallahassee website.

Conclusion:
As discussed previously, in FY 2015 the TDT dedicated to COCA increased from a fixed amount of $504,500 to a total 1¼-cent (approximately $1.13 million), which is used to support the cultural plan and grant programs administered through COCA. A portion of these funds (¼-cent) is available in arrears the following year to support a capital grants program as recommended in the Cultural Plan. Specifically, monies accrued from the ¼-cent during FY 2015 will be available during FY 2016 and continue through FY 2020. For FY 2016, the County has budget $1.15 million to COCA to administer the cultural grant program and implement the Cultural Plan.

Through COCA, the County dedicates 22% of the total TDT collections to arts and culture, which is substantially higher than other counties in Florida. In addition, staff continues to work with COCA to ensure all grant dollars are used within the allowable uses of the TDT and routinely develops content with COCA as part of marketing efforts and for use in the visitor guide and VisitTallahassee website.

The Executive Director of COCA, Dr. Audra Pittman, will be present to give the Board an update on COCA's upcoming FY 2016 initiatives and the implementation of the Cultural Plan.

Options:

1. Accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.
2. Do not accept the status report on Council on Culture & Arts Funding and an update on the implementation of the Cultural Plan.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. 2014 City of Tallahassee/Leon County Cultural Plan Review Committee Capital Area Cultural Plan
2. February 11, 2014 BOCC Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations
3. February 25, 2014 Letter from the County Administrator to COCA Regarding the Summary of the February 11, 2014 BOCC Workshop
4. October 14, 2014 BOCC Agenda Item on Consideration of the City's Counter-Proposal to Reallocate the Tourism Development Tax Currently Dedicated to the Performing Arts Center
5. December 9, 2014 Agenda Item on Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax
6. February 10, 2015 Agenda Item – First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47, Providing Amendments to the Leon County Tourist Development Plan, and on a Proposed Ordinance Amending Section 11-46(C)
7. Capital Area Cultural Plan Advisory Committee Summary
8. First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015 including Exhibits A, B, and C
9. BOCC Resolution to Ensure TDT Funds to Support COCA and the Cultural Plan are Utilized in Accordance with Florida Statue 125.0104
10. COCA Funding Proposal FY 2015 June 15, 2015
11. FY 2015 COCA Mid-Year Report April 15, 2015
12. COCA's Top Initiatives for 2015-2016

Leon County
Board of County Commissioners

Notes for Agenda Item #9

Leon County
Board of County Commissioners

Cover Sheet for Agenda #9

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Authorization to Amend the Annual Contract with the State of Florida Department of Health to allow the Remaining $118,673 in FY 2016 Funding for the Health Department Contract to Purchase Vehicles for the Health Department

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship Eryn Calabro, Director, Office of Human Services and Community Partnerships

Fiscal Impact:

This item has no fiscal impact, and allows contract funding for the State of Florida – Leon Health Department to be used to purchase vehicles for the Health Department.

Staff Recommendation:

Option #1: Authorize the County Administrator to execute an amendment to the annual contract (Attachment #1) with the State of Florida Department of Health, in a form approved by the County Attorney, to allow for the remaining $118,673 in FY 2016 funding, approved as direct contract payment to the DOH-Leon, to be used to purchase vehicles for DOH-Leon.

Report and Discussion

Background:

The DOH-Leon Officer, Ms. Claudia Blackburn, has requested that in lieu of $118,673 in payment for contractual services that equipment be provided (Attachment #2). Specifically, the request is to purchase a new dental van, and up to four replacement vehicles for the Environmental Health Unit. To implement this request, staff recommends an amendment to the annual contract between the State Department of Health (DOH) and Leon County be executed.

Analysis:

Chapter 83-177, Laws of Florida and Chapter 154, F.S., requires the execution of an annual contract between DOH and Leon County, stipulating the services that would be provided by the Florida Department of Health in Leon County (DOH-Leon). The Contract between Leon County and DOH outlines the sources and the amounts of funding that will be committed to provide public health services in Leon County for FY 2015-16 (Attachment #3). As specified in the Contract, the County's contribution is a general fund appropriation not to exceed $237,345 for state-mandated services. The Contract is effective from October 1, 2015 through September 30, 2016.

Leon County has been invoiced for the first two quarters of the fiscal year in the amount of $118,673. Instead of paying the final two quarterly payments the contract would be amended to allow for the purchase of vehicles not to exceed $118,673 (Attachment #1). There are funds available in the DOH-Leon contact account to make these vehicle purchases. The current DOH-Leon vehicles need to be replaced, and purchasing the vehicles with County funds will expedite the purchasing process for DOH-Leon. This amendment does not affect any services provided under the contract as other State funds will become available to supplement the quarterly payments.

Options:

1. Authorize the County Administrator to execute an amendment to the annual contract with the State of Florida Department of Health, in a form approved by the County Attorney, to allow for the remaining $118,673 in FY 2016 funding, approved as direct contract payment to the DOH-Leon, to be used to purchase vehicles for DOH-Leon.
2. Do not authorize the County Administrator to execute an amendment to the annual contract with the State of Florida Department of Health, in a form approved by the County Attorney, to allow for the remaining $118,673 in FY 2016 funding, approved as direct contract payment to the DOH-Leon, to be used to purchase vehicles for DOH-Leon.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Amended Annual Agreement
2. Memo request from Claudia Blackburn
3. Existing Annual Agreement

FIRST AMENDMENT TO CONTRACT BETWEEN
LEON COUNTY, FLORIDA
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
LEON COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2015-2016

This First Amendment to the Contract effective October 1, 2015, by and between the State of Florida, Department of Health ("State") and the Leon County Board of County Commissioners ("County"), through their undersigned authorities, is hereby entered into by and between said Parties, effective this _____ day of _____, 2016.

RECITALS

WHEREAS, the County and State entered into an Contract for operation of the Leon County Health Department, Contract Year 2015-2016, effective October 1, 2015 (hereinafter "Agreement"); and

WHEREAS, the Parties have determined it to be in the best interest of both entities to amend said Agreement to facilitate the purchase of vehicles for the benefit of the Leon County Health Department ("CHD").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereto agrees as follows:

SECTION I. Section 4 (a) iii. of the Agreement effective October 1, 2015 is hereby added to read as follows:

iii. In lieu of payment of the direct contribution for the second two (2) quarters of the current fiscal year, the County will purchase vehicles for the CHD in an amount not to exceed $118,673.00.

SECTION II. All other provisions contained in the Agreement effective October 1, 2015 not otherwise in conflict with the provisions herein shall remain in full force and effect.

SECTION III. This First Amendment to Contract between Leon County, Florida and State of Florida, Department of Health for operation of the Leon County Health Department, Contract Year 2015-2016, shall become effective upon full execution hereof by all Parties.

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this First Amendment to the Agreement by their duly authorized signatories.

LEON COUNTY, FLORIDA

SIGNED BY:_____

NAME: Vincent S. Long

TITLE: County Administrator

DATE: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Interim State Surgeon General

DATE: _____

ATTESTED TO:

SIGNED BY:_____

NAME: Bob Inzer, Clerk & Comptroller

TITLE: Leon County Florida

DATE: _____

SIGNED BY: _____

NAME: Claudia Blackburn, MPH, RN

TITLE: CHD Director/Administrator

DATE: _____

APRROVED AS TO FORM:

SIGNED BY: _____

NAME: Herbert W.A. Thiele Esq.

TITLE: County Attorney, Leon County Attorney's Office

DATE:_____

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Florida HEALTH

Rick Scott
Governor

Celeste Philip, MD, MPH
Interim State Surgeon General

Vision: To be the **Healthiest State** in the Nation

March 14, 2016

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

Dear Mr. Long:

In lieu of a payment of $118, 673.00 for contractual services rendered to Leon County, Florida by the Department of Health in Leon County, we are requesting equipment.

Sincerely,

Claudia Blackburn

Claudia Blackburn, MPH, RN
Health Officer

cc: Scott Ross

Florida Department of Health
in LEON COUNTY
2965 MUNICIPAL WAY, TALLAHASSEE, FL 32304
PHONE:(850).606-5150 • FAX (850) 487-7954

www.FloridaHealth.gov
TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

Logged In A15-0925
Logged Out

LEON COUNTY
CONTRACT ROUTING FORM

X Original
___ Renewal
___ Amendment(#)

County Contract No. 2541 m

Division Contact: Danielle Harris Phone # 606-1948

Department/Division: Office of Human Services and Community Partnerships (HSCP)

Contractor: State of Florida Department of Health-Leon County

Address 2965 Municipal Way

City, State, Zip Tallahassee, FL 32304 Phone (850) 606-8150

Contract Period: From 10/01/2015 To 09/30/2016

Renewal Periods: Number____ Term 1 Year

Contract Total $ Amount: $237,345 or check if ___Unit Price Agreement

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
___ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
___ Performance Agreement
___ Professional Services
___ Purchase
X Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
X Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

*Bid/RFP #

Awarded by:
___ Purchasing Director
___ County Administrator
X Board of County Commissioners
Agenda Date 9/29/15 Item # 4

RECEIVED 15 NOV 16 PM 9:24 FINANCE DIVISION BOB INZER CLERK & COMPTROLLER

RECEIVED 15 NOV 18 PM 4:03 FINANCE DIVISION BOB INZER CLERK & COMPTROLLER

Comments: Department of Health Contract

Routing:

Required	Initials	Date	
X		10/30	Originating Division HSCP, Eryn D. Calabro, Director
			Group Director
			Purchasing
X		11/6/15	County Attorney's Office
X			Deputy or Assistant County Administrator
X		11·14·15	County Administrator
			Chairman, BCC
X		11/16/15	Clerk's Office (Finance)

11/05/15 15:52:25
Received by
Leon County Attorney's Office

Return completed documents to: Please return 4 originals to Danielle Harris for State signature

Be sure to return and file a fully executed agreement with the Finance Division

PUR103 Rev. 05/10

CONTRACT BETWEEN LEON COUNTY, FLORIDA AND STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE LEON COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2015-2016

This contract is made and entered into between the State of Florida, Department of Health ("State") and Leon County, Florida ("County"), through their undersigned authorities, effective October 1, 2015.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Leon County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2015, through September 30, 2016, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 5,598,469.00 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $237,345.00 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Leon County
2965 Municipal Way
Tallahassee, FL 32304

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year *(This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site).*

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Leon County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be

reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the County of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2016 for the report period October 1, 2015 through December 31, 2015;

ii. June 1, 2016 for the report period October 1, 2015 through March 31, 2016;

iii. September 1, 2016 for the report period October 1, 2015 through June 30, 2016; and

iv. December 1, 2016 for the report period October 1, 2015 through September 30, 2016.

7. <u>FACILITIES AND EQUIPMENT</u>. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2015, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Claudia Blackburn	Vincent S. Long
Name	Name
CHD Health Officer	County Administrator
Title	Title

2965 Municipal Way	301 South Monroe
Tallahassee, Florida 32304	Tallahassee, Florida 32301
Address	Address
(850) 606-8150	(850) 606-5300
Telephone	Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 19 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2015.

LEON COUNTY, FLORIDA

SIGNED BY: Vincent S. Long

NAME: Vincent S. Long

TITLE: County Administrator

DATE: 11/16/2015

ATTESTED TO:

SIGNED BY:

NAME: Bob Inzer, Clerk of the Court and Comptroller

TITLE: Leon County Florida

DATE:

APPROVED AS TO FORM:

SIGNED BY:

NAME: Herbert W.A. Thiele Esq., County Attorney

TITLE: Leon County Attorney's Office

DATE: 11/6/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY:

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: 12/2/15

SIGNED BY: Claudia Blackburn

NAME: CLAUDIA BLACKBURN

TITLE: CHD Director/Administrator

DATE: 11-24-15

ATTACHMENT I

LEON COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/15	626838	461044	1087882
2. Drawdown for Contract Year October 1, 2015 to September 30, 2016	-20752	-60342	-81094
3. Special Capital Project use for Contract Year October 1, 2015 to September 30, 2016	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2015 to September 30, 2016	606086	400702	1006788

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PATIENT CARE	170,000	0	170,000	0	170,000
015040	AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	62,619	0	62,619	0	62,619
015040	CHD - TB COMMUNITY PROGRAM	53,690	0	53,690	0	53,690
015040	SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	77,104	0	77,104	0	77,104
015040	DENTAL SPECIAL INITIATIVE PROJECTS	5,477	0	5,477	0	5,477
015040	FAMILY PLANNING GENERAL REVENUE	65,140	0	65,140	0	65,140
015040	PRIMARY CARE PROGRAM	327,014	0	327,014	0	327,014
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	217,686	0	217,686	0	217,686
015050	CHD GENERAL REVENUE NON-CATEGORICAL	1,904,264	0	1,904,264	0	1,904,264
GENERAL REVENUE TOTAL		2,882,994	0	2,882,994	0	2,882,994
2. NON GENERAL REVENUE - STATE						
015010	STATE UNDERGROUND PETROLEUM RESPONSE ACT	8,763	0	8,763	0	8,763
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	8,146	0	8,146	0	8,146
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	6,000	0	6,000	0	6,000
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	178,380	0	178,380	0	178,380
NON GENERAL REVENUE TOTAL		201,289	0	201,289	0	201,289
3. FEDERAL FUNDS - STATE						
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN	44,578	0	44,578	0	44,578
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	12,434	0	12,434	0	12,434
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	52,354	0	52,354	0	52,354
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	37,034	0	37,034	0	37,034
007000	WIC BREASTFEEDING PEER COUNSELING PROG	47,022	0	47,022	0	47,022
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	34,794	0	34,794	0	34,794
007000	FAMILY PLANNING TITLE X - GRANT	147,616	0	147,616	0	147,616
007000	ADULT VIRAL HEPATITIES PREVENTION & SURVEILLANCE	24,780	0	24,780	0	24,780
007000	IMMUNIZATION FIELD STAFF	4,000	0	4,000	0	4,000
007000	IMMUNIZATION ACTION PLAN	17,756	0	17,756	0	17,756
007000	MCH SPECIAL PROJECT PRAMS	12,806	0	12,806	0	12,806
007000	MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	54,232	0	54,232	0	54,232
007000	PHP - PREPAREDNESS CARRY FORWARD - PHEF	197	0	197	0	197
007000	PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC	155,251	0	155,251	0	155,251
007000	AIDS PREVENTION	291,807	0	291,807	0	291,807
007000	RYAN WHITE TITLE II CARE GRANT	53,877	0	53,877	0	53,877
007000	RAPE PREVENTION & EDUCATION GRANT	31,561	0	31,561	0	31,561
007000	IMPROVING STD PROGRAMS	20,909	0	20,909	0	20,909
007000	FLORIDA STD SURVEILLANCE NETWORK PART A	5,288	0	5,288	0	5,288
007000	TB CONTROL PROJECT	60,666	0	60,666	0	60,666
007000	WIC PROGRAM ADMINISTRATION	1,523,713	0	1,523,713	0	1,523,713
015075	INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	4,000	0	4,000	0	4,000
015075	SUPPLEMENTAL SCHOOL HEALTH	215,701	0	215,701	0	215,701
FEDERAL FUNDS TOTAL		2,852,376	0	2,852,376	0	2,852,376

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	166,426	0	166,426	0	166,426
001092 CHD STATEWIDE ENVIRONMENTAL FEES	93,000	0	93,000	0	93,000
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	6,000	0	6,000	0	6,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	3,602	0	3,602	0	3,602
001206 SEPTIC TANK RESEARCH SURCHARGE	708	0	708	0	708
001206 SEPTIC TANK VARIANCE FEES 50%	400	0	400	0	400
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	5,120	0	5,120	0	5,120
001206 DRINKING WATER PROGRAM OPERATIONS	400	0	400	0	400
001206 REGULATION OF BODY PIERCING SALONS	105	0	105	0	105
001206 TANNING FACILITIES	930	0	930	0	930
001206 ONSITE SEWAGE TRAINING CENTER	2,000	0	2,000	0	2,000
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	840	0	840	0	840
001206 MOBILE HOME & RV PARK FEES	954	0	954	0	954
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	280,485	0	280,485	0	280,485
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	-20,752	0	-20,752	0	-20,752
OTHER CASH CONTRIBUTION TOTAL	-20,752	0	-20,752	0	-20,752
6. MEDICAID - STATE/COUNTY:					
001148 CHD CLINIC FEES	0	1,506,000	1,506,000	0	1,506,000
MEDICAID TOTAL	0	1,506,000	1,506,000	0	1,506,000
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,173,713	1,173,713
PHARMACY DRUG PROGRAM	0	0	0	193,569	193,569
WIC PROGRAM	0	0	0	3,790,099	3,790,099
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	42,874	42,874
IMMUNIZATIONS	0	0	0	280,348	280,348
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	5,480,603	5,480,603
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	237,345	237,345	0	237,345
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	237,345	237,345	0	237,345
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	22,000	22,000	0	22,000
001094 CHD LOCAL ENVIRONMENTAL FEES	0	14,000	14,000	0	14,000

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2015 to September 30, 2016

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001110 VITAL STATISTICS CERTIFIED RECORDS	0	235,000	235,000	0	235,000
FEES AUTHORIZED BY COUNTY TOTAL	0	271,000	271,000	0	271,000
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	173,000	173,000	0	173,000
001090 CHD CLINIC FEES	0	4,500	4,500	0	4,500
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	694,675	694,675	0	694,675
010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	750	750	0	750
011001 CHD HEALTHY START COALITION CONTRACT	0	195,711	195,711	0	195,711
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	288,000	288,000	0	288,000
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-60,342	-60,342	0	-60,342
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	1,296,294	1,296,294	0	1,296,294
12. ALLOCABLE REVENUE - COUNTY					
	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,313,930	1,313,930
OTHER (Specify) custodial	0	0	0	176,937	176,937
UTILITIES	0	0	0	144,175	144,175
BUILDING MAINTENANCE	0	0	0	137,840	137,840
GROUNDS MAINTENANCE	0	0	0	9,427	9,427
INSURANCE	0	0	0	1,989	1,989
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	1,784,298	1,784,298
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	6,196,392	3,310,639	9,507,031	7,264,901	16,771,932

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2015 to September 30, 2016

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	6.23	2,389	3,019	96,227	112,238	96,227	112,238	318,430	98,500	416,930
SEXUALLY TRANS. DIS. (102)	5.31	1,962	3,138	88,687	103,442	88,687	103,441	374,572	9,685	384,257
HIV/AIDS PREVENTION (03A1)	8.05	1	259	104,329	121,687	104,329	121,686	452,031	0	452,031
HIV/AIDS SURVEILLANCE (03A2)	1.33	1	1	15,677	18,286	15,677	18,286	67,926	0	67,926
HIV/AIDS PATIENT CARE (03A3)	2.58	1	83	55,103	64,271	55,103	64,270	238,747	0	238,747
ADAP (03A4)	0.67	1	1	13,648	15,918	13,648	15,918	59,132	0	59,132
TUBERCULOSIS (104)	2.00	14	168	45,401	52,955	45,401	52,956	177,107	19,606	196,713
COMM. DIS. SURV. (106)	1.16	2	493	22,024	25,688	22,024	25,689	75,425	20,000	95,425
HEPATITIS (109)	0.10	28	29	3,333	3,888	3,333	3,888	14,442	0	14,442
PREPAREDNESS AND RESPONSE (116)	2.56	0	6	49,710	57,981	49,710	57,982	215,383	0	215,383
REFUGEE HEALTH (118)	0.17	14	15	2,806	3,273	2,806	3,274	12,159	0	12,159
VITAL RECORDS (180)	3.21	12,995	26,664	42,564	49,645	42,564	49,645	0	184,418	184,418
COMMUNICABLE DISEASE SUBTOTAL	33.37	17,408	33,876	539,509	629,272	539,509	629,273	2,005,354	332,209	2,337,563
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	2.45	0	0	25,078	29,250	25,078	29,250	108,656	0	108,656
WIC (21W1)	32.58	17,606	117,787	389,739	454,583	389,739	454,583	1,688,644	0	1,688,644
TOBACCO USE INTERVENTION (212)	3.27	0	0	43,988	51,307	43,988	51,306	190,589	0	190,589
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.94	0	5,158	14,676	17,118	14,676	17,119	63,589	0	63,589
FAMILY PLANNING (223)	11.71	2,614	5,530	166,636	194,361	166,636	194,361	644,994	77,000	721,994
IMPROVED PREGNANCY OUTCOME (225)	0.33	1	35	3,589	4,187	3,589	4,187	15,552	0	15,552
HEALTHY START PRENATAL (227)	7.81	1,981	8,062	94,401	110,108	94,401	110,108	0	409,018	409,018
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START CHILD (231)	3.12	783	3,937	35,746	41,694	35,746	41,694	0	154,880	154,880
SCHOOL HEALTH (234)	29.18	0	371,680	281,570	328,417	281,570	328,416	525,298	694,675	1,219,973
COMPREHENSIVE ADULT HEALTH (237)	2.32	1,588	2,040	36,807	42,930	36,807	42,930	158,724	750	159,474
COMMUNITY HEALTH DEVELOPMENT (238)	1.09	0	0	21,417	24,981	21,417	24,981	92,796	0	92,796
DENTAL HEALTH (240)	21.02	7,695	17,249	385,519	449,661	385,519	449,661	140,360	1,530,000	1,670,360
PRIMARY CARE SUBTOTAL	116.82	32,268	531,478	1,499,166	1,748,597	1,499,166	1,748,596	3,629,202	2,866,323	6,495,525
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.08	47	105	1,961	2,287	1,961	2,288	5,497	3,000	8,497
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	75	87	75	87	324	0	324
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.93	632	1,109	66,098	77,095	66,098	77,094	286,385	0	286,385
Group Total	5.01	679	1,214	68,134	79,469	68,134	79,469	292,206	3,000	295,206
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.03	0	27	471	550	471	550	2,042	0	2,042

ATTACHMENT II

LEON COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2015 to September 30, 2016

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th	State	County	Grand Total
				(Whole dollars only)						
FOOD HYGIENE (348)	1.65	225	977	23,722	27,669	23,722	27,669	44,522	58,260	102,782
BODY PIERCING FACILITIES SERVICES (349)	0.01	0	0	112	131	112	131	486	0	486
GROUP CARE FACILITY (351)	0.74	101	158	11,094	12,939	11,094	12,939	0	48,066	48,066
MIGRANT LABOR CAMP (352)	0.01	2	12	141	165	141	165	0	612	612
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.12	71	157	1,529	1,784	1,529	1,784	6,626	0	6,626
POOLS/BATHING PLACES (360)	0.89	405	1,061	12,858	14,997	12,858	14,996	55,709	0	55,709
BIOMEDICAL WASTE SERVICES (364)	0.30	188	213	3,757	4,383	3,757	4,383	16,280	0	16,280
TANNING FACILITY SERVICES (369)	0.05	33	72	802	935	802	935	3,474	0	3,474
Group Total	3.80	1,025	2,677	54,486	63,553	54,486	63,552	129,139	106,938	236,077
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.17	14	54	2,517	2,935	2,517	2,935	10,904	0	10,904
Group Total	0.17	14	54	2,517	2,935	2,517	2,935	10,904	0	10,904
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.04	30	74	501	584	501	583	0	2,169	2,169
RABIES SURVEILLANCE (366)	1.61	1,068	2,906	20,749	24,201	20,749	24,201	89,900	0	89,900
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	1.65	1,098	2,980	21,250	24,785	21,250	24,784	89,900	2,169	92,069
ENVIRONMENTAL HEALTH SUBTOTAL	10.63	2,816	6,925	146,387	170,742	146,387	170,740	522,149	112,107	634,256
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	1,905	2,222	1,905	2,223	8,255	0	8,255
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	4,947	5,769	4,947	5,769	21,432	0	21,432
MEDICAID BUYBACK (611)	0.00	0	0	2,308	2,692	2,308	2,692	10,000	0	10,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	9,160	10,683	9,160	10,684	39,687	0	39,687
TOTAL CONTRACT	160.82	52,492	572,279	2,194,222	2,559,294	2,194,222	2,559,293	6,196,392	3,310,639	9,507,031

ATTACHMENT III

LEON COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV

LEON COUNTY HEALTH DEPARTMENT

FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

Facility Description	Location	Owned By
Headquarters Building -Department of Health-Leon	2965 Municipal Way, Tallahassee Florida	Leon County
Roberts & Stevens Medical Services Center	1515 Old Bainbridge Road, Tallahassee Florida	Leon County
Richardson-Lewis Clinic	872 W Orange Avenue, Tallahassee Florida	Leon County
Environmental Health	435 N Macomb Street, Tallahassee Florida	Leon County
Center for Dental Care and Prevention-Molar Express	912 Railroad Avenue, Tallahassee Florida	Leon County
Fairview Middle School Clinic	3415 Zillah Road, Tallahassee Florida	Leon County School Board
Deerlake Middle School	9902 Deerlake Way, Tallahassee Florida	Leon County School Board
Griffin Middle School	800 Alabama Street, Tallahassee Florida	Leon County School Board
Montsford Middle School	5789 Pimlico Drive, Tallahassee Florida	Leon County School Board
Nims Middle School	723 W Orange Avenue, Tallahassee Florida	Leon County School Board
Raa Middle School	401 West Tharpe Street, Tallahassee Florida	Leon County School Board
Swift Creek Middle School	2100 Pedrick Road, Tallahassee Florida	Leon County School Board
Cobb Middle School	915 Hill Crest Street, Tallahassee Florida	Leon County School Board
Ghazvini School	860 Blountstown Highway, Tallahassee Florida	Leon County School Board
Bond	2204 Saxon Street, Tallahassee Florida	Leon County School Board
Bucklake	1600 Pedrick Road, Tallahassee Florida	Leon County School Board
Canopy Oaks	3250 Pointview Drive, Tallahassee Florida	Leon County School Board
Conley	2400 E Orange Avenue, Tallahassee Florida	Leon County School Board
DeSoto Trail	2930 Velda Dairy Road, Tallahasse Florida	Leon County School Board
Hartsfield	1414 Chowkeebin Nen, Tallahassee Florida	Leon County School Board
Hawks Rise	205 Meadow Ridge Drive, Tallahasse Florida	Leon County School Board
Kate Sullivan	927 Miccosukee Road, Tallahassee Florida	Leon County School Board
Pace School	3413 Zillah Road, Tallahassee Florida	Leon County School Board
Pineview	22330 Lake Bradford Road, Tallahassee Florida	Leon County School Board
Riley	1400 Indianna Street, Tallahassee Florida	Leon County School Board
Ruediger	526 West 10th Avenue, Tallahassee Florida	Leon County School Board
Sabal Palm	2813 Ridgeway Road, Tallahassee Florida	Leon County School Board
Sealey	2815 Allen Road, Tallahassee Florida	Leon County School Board
Springwood	3801 Fred George Road, Tallahassee Florida	Leon County School Board
Woodville	9373 Woodville Highway, Tallahassee Florida	Leon County School Board

Leon County
Board of County Commissioners

Notes for Agenda Item #10

Leon County
Board of County Commissioners
Agenda Item #10

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval to Continue Cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Events

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Mathieu Cavell, Director, Community and Media Relations Shington Lamy, Assistant to the County Administrator

Fiscal Impact:
This item has no fiscal impact.

Staff Recommendations:
Option #1: Approve continuing the cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee to hold the Longest Table events.

Report and Discussion

Background:
In 2015, Leon County joined with the City of Tallahassee, Village Square, and Leadership Tallahassee to host the first Longest Table event on Sunday, October 4. At the event, more than 400 friends and neighbors built new friendships and strengthened existing relationships while sharing a meal outside under the oaks.

Other cities across the nation, from St. Louis to Baltimore, took note of the event's success and have reached out to host a similar event in their communities.

This cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee to continue the Longest Table events aligns with the Board's Strategic Initiatives.

- Implement Strategies for further engage citizens.

This particular Strategic Initiative aligns with the Board's Strategic Priority, Governance:

- Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community (G3 - 2012).

Analysis:
With the success of last year's Longest Table event, Leon County and its participating organizations are proposing hosting two events in 2016.

The first Longest Table event would occur on Sunday, June 26 at 5:30 p.m., and would consistent of dinners and discussions throughout Leon County taking place simultaneously in homes, restaurants, and other gathering places. Those interested in continuing the conversation that started at the Longest Table event in October 2015 could choose to host a diverse group of friends or strangers in their home. And others could attend conversations hosted in public or private spaces throughout the community. A registration system will be announced allowing interested community members to sign up, and resources and conversation-starting questions will be provided closer to the event date.

The second Longest Table event of 2016 would occur in October, and would be very similar to last year's successful community conversation downtown. As done in 2015, local caterers will provide dinner, and there would be no cost for attendees. Leon County will provide in-kind support for event setup, public information and marketing, and day-of logistics. There will be no fiscal impact for continuing the Longest Table arrangement.

Social attachment or the sense of the attachment and belonging that people have to their community is considered to be one of the best predictors of the performance of public institutions, the economic success of communities, and individuals' health and well-being. The Tallahassee-Leon County Longest Table Event would serve as a critical opportunity that creates the conditions for social attachment that foster relationships between citizens and their County government. The event demonstrates the County's commitment to promote trust, strengthen partnerships, and create meaningful opportunities for citizen and community engagement. Therefore, staff recommends that the County continue to cooperate with the City of Tallahassee,

the Village Square, and Leadership Tallahassee on the Tallahassee-Leon County Longest Table Event.

With Leon County's ongoing commitment to citizen engagement, staff recommends continuing to build on the success of The Longest Table event series by collaborating with the partners on such events in the future.

Options:

1. Approve continuing the cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee to hold the Longest Table events.
2. Do not approve the cooperation with the City of Tallahassee, Village Square, and Leadership Tallahassee to continue the Longest Table events.
3. Board direction.

Recommendation:

Option #1.

Leon County
Board of County Commissioners

Notes for Agenda Item #11

Leon County
Board of County Commissioners

Cover Sheet for Agenda #11

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of a Conservation Easement from Kenwood Place, Ltd. for Kenwood Place Senior Living Facility

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Director, Environmental Services Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Approve and accept for recording a Conservation Easement from Kenwood Place, Ltd. for Kenwood Place Senior Living Facility (Attachment #1).

Report and Discussion

Background:
The grantor is preserving a natural area consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of Environmental Management Permit reference LEM15-00058 (Attachment #1). The Kenwood Place Senior Living Facility is located south of West Tennessee Street, just east of its intersection with SW Capital Circle (Attachment #2). The preserved area totals 1.21 acres.

Analysis:
The Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected area. Acceptance of the Conservation Easement will require County approval. The Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the easement.

Options:
1. Approve and accept for recording a Conservation Easement from Kenwood Place, Ltd. for Kenwood Place Senior Living Facility.

2. Do not approve and do not accept for recording a Conservation Easement from Kenwood Place, Ltd. for Kenwood Place Senior Living Facility.

3. Board direction.

Recommendation:
Option #1

Attachments:
1. Conservation Easement
2. Location Map

20160003704 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4886 PG: 39, 01/19/2016 at 12:51 PM, D DOCUMENTARY TAX PD $0.70 BOB INZER, CLERK OF COURTS

CONSERVATION EASEMENT

STATE OF FLORIDA:
COUNTY OF Seminole :

THIS CONSERVATION EASEMENT is hereby made on this 15th day of December 2015, by KENWOOD PLACE, LTD., a limited partnership organized and existing under the Laws of the State of Florida, whose mailing address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714, hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

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LEON COUNTY
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Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Conservation Easement Management Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management, and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

KENWOOD PLACE, LTD.,
a Florida limited partnership

By: Kenwood Place GP, LLC,
Its General Partner

By: _____
(Signature of Officer or Agent)

_____
Jonathan L. Wolf, Manager

WITNESSES:

_____
(Sign)
Barry Blakely
(Print Name)

_____
(Sign)
Terry Cummins
(Print Name)

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY
UNOFFICIAL DOCUMENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15th day of December 2015, by Jonathan L. Wolf, as Manager of Kenwood Place GP, LLC, as General Partner of KENWOOD PLACE, LTD., a Florida limited partnership, on behalf of the partnership.

Signature of Notary Public
Print, Type, or Stamp Commissioned Name of Notary Public

JENNIE D. LAGMAY
Commission # FF 174011
Expires November 4, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Personally Known ✓
Produced Identification ___
Type of Identification Produced _____

This Document Prepared by: Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

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Exhibit "A"

CONSERVATION EASEMENT

Commence at the Northeast corner of the Southwest quarter of Section 29, Township 1 North, Range 1 West, Leon County, Florida and run North 89 degrees 13 minutes 00 seconds East 81.00 feet to a point on the original Easterly right-of-way boundary of State Road No. 263 (Capital Circle), thence continue North 89 degrees 13 minutes 00 seconds East 81.81 feet to the current Easterly right-of-way boundary of State Road No. 263 (Capital Circle), thence continue North 89 degrees 13 minutes 00 seconds East 418.19 feet, thence run North 89 degrees 26 minutes 28 seconds East 297.64 feet, thence run South 00 degrees 56 minutes 35 seconds East 550.13 feet to the POINT OF BEGINNING; thence continue Southerly along said line, a distance of 248.41 feet; thence run North 89 degrees 13 minutes 17 seconds East 262.86 feet; thence run North 02 degrees 11 minutes 37 seconds West 30.01 feet; thence run South 89 degrees 13 minutes 17 seconds West 47.48 feet; thence run North 00 degrees 19 minutes 24 seconds West 136.40 feet; thence run North 01 degrees 12 minutes 41 seconds West 42.16 feet; thence run North 41 degrees 47 minutes 01 seconds West 40.72 feet; thence run South 88 degrees 04 minutes 27 seconds West 85.52 feet; thence run North 89 degrees 56 minutes 43 seconds West 74.02 feet; thence run North 00 degrees 01 minutes 31 seconds East 8.82 feet; thence run North 88 degrees 59 minutes 52 seconds West 30.02 feet to the POINT OF BEGINNING. Containing 1.21 acres, more or less.

(Sketch of easement on following page)

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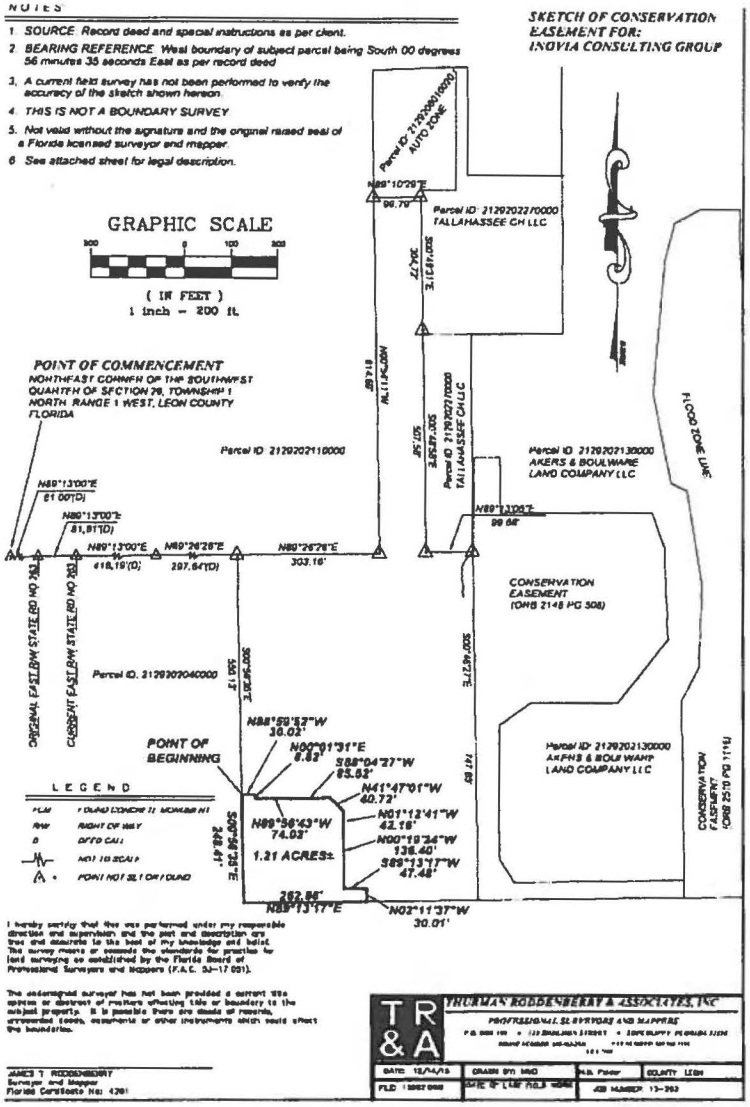
LEON COUNTY
UNOFFICIAL DOCUMENT



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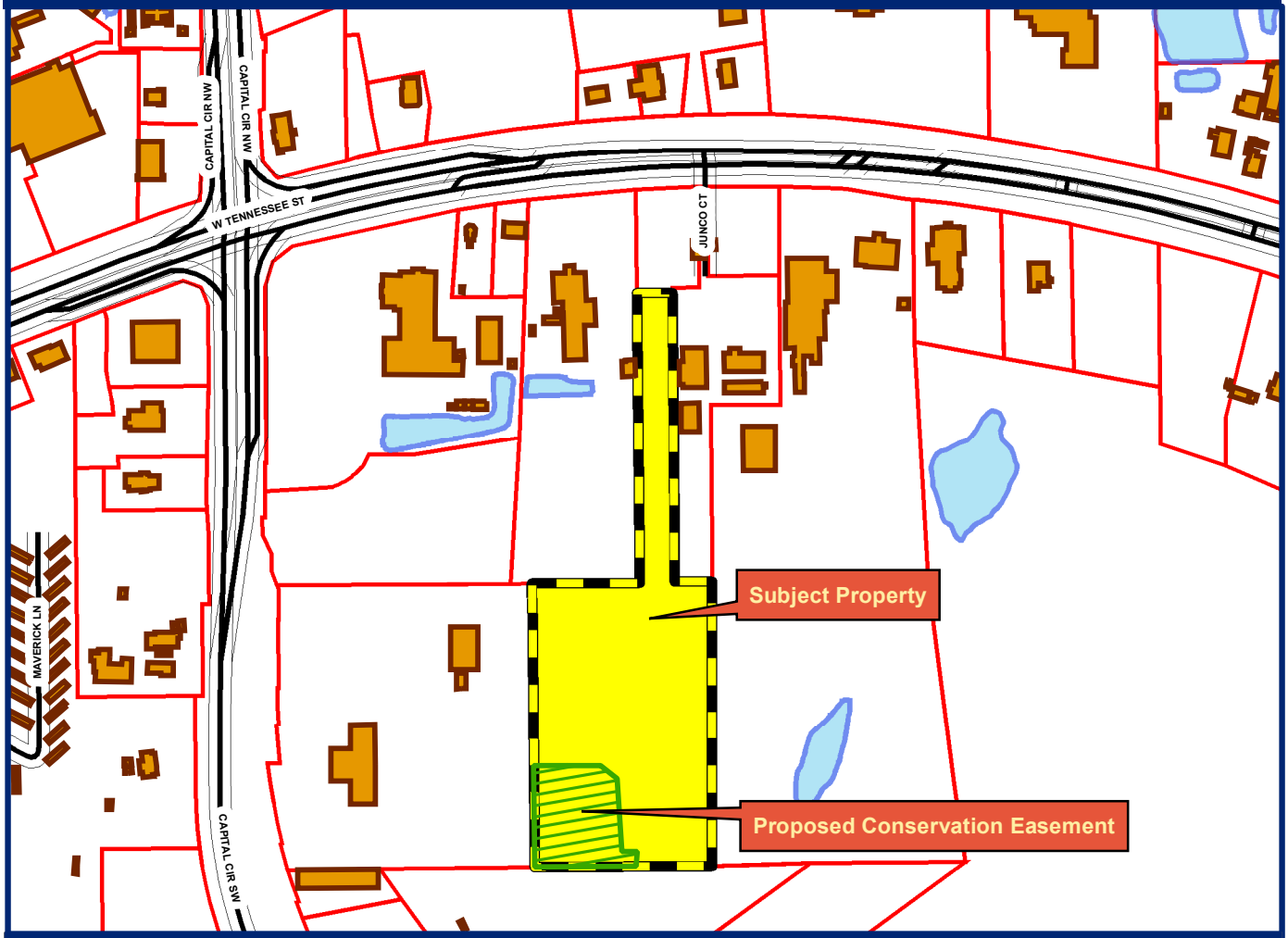
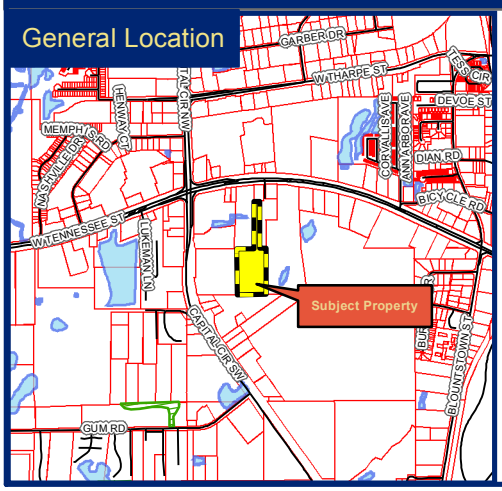
UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
LEON COUNTY
UNOFFICIAL DOCUMENT

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT



**Proposed Conservation Easement
from Kenwood Place, LTD. for
Kenwood Place Senior Living Facility**



1 inch = 500 Feet

0 125 250 500 Feet

Legend

- Proposed Conservation Easement
- Buildings
- Waterbodies
- Subject Property
- Parcels

Tallahassee-Leon County GIS
www.tlcgis.org

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Leon County
Board of County Commissioners

Notes for Agenda Item #12

Leon County
Board of County Commissioners

Cover Sheet for Agenda #12

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a Request to Rename "Norman Drive" and "Blountstown Street Service Road" to "Norman Park Drive"

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Lisa Scott, Addressing Program Coordinator

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:
Option #1: Approve the request to rename "Norman Drive" and "Blountstown Street Service Road" to "Norman Park Drive".

Report and Discussion

Background:

As a result of the Blueprint 2000 Capital Circle NW/SW improvement project, Norman Drive, which is located off of Pensacola Street and parallels Capital Circle SW, was realigned and now connects to Blountstown Street Service Road creating one continuous roadway. This roadway now provides a direct connection between Capital Circle SW and Blountstown Street. Pursuant to the Addressing Policies and Procedures Operating Guidelines, staff developed and submitted proposed street renaming options for this new road to the Addressing Steering Committee (ASC) for consideration at their November 9, 2015 meeting. Final approval for street name changes must be granted by the Board of County Commissioners before any name changes can occur, pursuant to Section 10-11.108 of Chapter 10 of the Leon County Code of Laws (Attachment #1).

The ASC was established for the purpose of providing intergovernmental cooperation and to provide oversight as set forth by the Board of County Commissioners on issues relating to property addressing and street naming. In addition, their responsibilities include appeals by citizens and businesses for the purpose of making recommendations to both elected commissions for situations similar to this issue. The ASC consists of representatives from the Tallahassee Fire Department, Tallahassee Police Department, Leon County Sheriff's 9-1-1 Emergency Management, Tallahassee-Leon Consolidated Dispatch Agency, Tallahassee-Leon County Geographic Information Services, Tallahassee Growth Management Department, Leon County Development Support and Environmental Management, United States Postal Service, and the Leon County School Board. Technical support is provided to the ASC by representatives from City and County Public Works, City Traffic Engineering, Tallahassee-Leon County Planning Department, Property Appraiser's Office and the Supervisor of Elections Office.

Analysis:

After reviewing the proposed options, the ASC voted to accept the existing name of "Norman Drive" for the entire roadway, thus eliminating the "Blountstown Street Service Road" street name. However, as a part of the process of renaming an existing road, all abutting property owners were notified of the impending name change, and afforded the opportunity to submit a street renaming application with 100% of the abutting property owners in agreement of the selected name. In response, Charles Livingston, a property owner along Blountstown Street Service Road (non-residential district), submitted a renaming application with a list of three possible choices for approval (Attachment #2). The first two choices of the street renaming application were denied by public safety officials because it was determined that there was already an abundance of street names utilizing the word "Commerce" in various formats. The applicant was advised of this decision in January of 2016.

During the submittal of the street renaming application, the applicant indicated he was able to gather all but one property owner's signature, which is required by policy. He was granted three extensions in an effort to allow him enough time to obtain the necessary signatures needed on the street renaming application; however, he still was only able to obtain 99% of the abutting

property owner's signatures. A letter from Mr. Livingston documenting his efforts to obtain the last signature on the street renaming application is included as Attachment #3. As a result of the one missing signature, and because the street renaming application submitted varied from the ASC's original recommendation, staff resubmitted this item for further consideration by the ASC.

The ASC reconvened on March 10, 2016, to consider Mr. Livingston's request to rename the "Norman Drive" extension to "Norman Park Drive." After consideration, the ASC voted unanimously to recommend approval of the application with the requested street name of "Norman Park Drive." The recommendation of the ASC is consistent with the Uniform Street Naming and Property Numbering System Ordinance, and eliminates a possible 9-1-1 delay by removing the existence of two street names for one continuous roadway.

Options:

1. Approve the request to rename "Norman Drive" and "Blountstown Street Service Road" to "Norman Park Drive".
2. Do not approve the request to rename "Norman Drive" and "Blountstown Street Service Road" to "Norman Park Drive".
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Section 10-11.108 of the Leon County Land Development Regulations
2. Street renaming application and location map
3. Letter from Charles Livingston

ARTICLE XI. UNIFORM STREET NAMING AND PROPERTY NUMBERING SYSTEM [5]

Sec. 10-11.101. Purpose.
Sec. 10-11.102. Short title and authority.
Sec. 10-11.103. Definitions.
Sec. 10-11.104. Uniform street naming and property numbering system implementation.
Sec. 10-11.105. Street names.
Sec. 10-11.106. Street naming criteria.
Sec. 10-11.107. Administration and number assignment.
Sec. 10-11.108. Authorization for address corrections.
Sec. 10-11.109. Address number posting.
Sec. 10-11.110. Private road signing.
Sec. 10-11.111. Enforcement.
Sec. 10-11.112. Penalty.

Sec. 10-11.101. Purpose.

This article is promulgated for the purpose of providing for the assignment and approval of street names, and subdivision names, and for providing a uniform numbering system for the assignment of address numbers to properties with access from public and private ways within the City of Tallahassee and Leon County, Florida, in the interest of public health, safety, and the general welfare of citizens.

(Ord. No. 09-39, § 1, 11-10-09)

Sec. 10-11.102. Short title and authority.

This article shall be known as the joint Leon County/City of Tallahassee Uniform Street Naming and Property Numbering System Ordinance and is adopted under the authority of F.S. chs. 125 and 336.

(Ord. No. 09-39, § 2, 11-10-09)

Sec. 10-11.103. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access: The legal, and, or physical path, driveway, or roadway used by a property owner or tenant to drive from a roadway to the property or building. Access to a property may be provided by an easement from a roadway to the property, or by directly fronting onto an existing roadway.

Existing right-of-way: A dedicated legal access existing before the effective date of this article.

Front: To have primary access, for a building or other principal use, from an abutting public or private street.

Occupant: Any person, firm, entity, partnership, trust, corporation, association, or other organization which is occupying or leasing a building or other property for a period exceeding 30 days.

Owner: Any and all persons, firms, entities, trusts, partnerships, corporations, associations or other organizations owning the fee title to, or having an interest in, any building or property which is subject to the provisions of this article.

Pre-directional: A directional identifier (north, south, east, west, northeast, northwest, southeast, or southwest) used in front of a street name.

Post-directional: A directional identifier (north, south, east, west, northeast, northwest, southeast, or southwest) used after a street name.

Principal building: A building in which is conducted all or any part of the principal use to which a lot or parcel of land is put.

Principal use: The primary purpose for which any land or a building on the land is used.

Public right-of-way: Any dedicated county and/or city maintained right-of-way.

Private right-of-way: Any right of way restricted in use by deed or ownership.

Private to private access: A private access used for buildings or structures which is not adjacent to a public access, but intersects another private access, and is not a recorded access easement.

Street: A right-of-way for vehicular traffic which serves three or more principle buildings or crosses multiple parcel boundaries.

Suffix: An affix appended to the end of a street name, serving to form a new name.

(Ord. No. 09-39, § 3, 11-10-09)

Sec. 10-11.104. Uniform street naming and property numbering system implementation.

(a) A uniform system of numbering buildings, as shown on the maps identified by the title "Property Numbering Maps," which are maintained on Leon County Tax Parcel Maps and in the Geographical Information System's Electronic Database in the Leon County Development Support and Environmental Management Department and the City of Tallahassee Growth Management Department. All explanatory matter thereon and related thereto, is hereby adopted, incorporated herein by this reference, and made a part of this article.

(b) "Uniform Street Naming and Property Numbering System" is the set of policies and procedures adopted by both the City of Tallahassee and Leon County, and amended from time to time, for the purpose of implementing this [article] ordinance.

(c) An addressing steering committee is established for the purpose of providing intergovernmental cooperation and system integrity of the implementation of policies and

procedures as set forth by the Board of County Commissioners. The powers and duties of the addressing steering committee are:

(1) To resolve ambiguities in the regulations and policies and procedures relating to implementation; and to provide guidance where there are conflicting regulations or policies.

(2) To hear appeals by citizen residents and businesses of proposed implementation directives concerning addressing assignments and street naming actions.

(3) To make recommendations to both elected commissions regarding street naming and address re-assignments.

(4) To make recommendations to both elected commissions regarding changes to applicable regulations and changes to policies and procedures.

(d) This article will be administered in accordance with the duly adopted policies and procedures which may be amended from time to time by the addressing steering committee.

(Ord. No. 09-39, § 4, 11-10-09; Ord. No. 13-06, § 16, 3-12-13)

Sec. 10-11.105. Street names.

All streets as defined herein, in both the unincorporated and incorporated area of Leon County shall be named, including private-to-private accesses, for the purposes of emergency response (E-9-1-1) location. Street names shall be developed and assigned, in accordance with the uniform street naming and property numbering system, according to the following requirements:

(1) *Authority.* The Leon County Board of County Commissioners has designated the Leon County Growth and Environmental Management Department, to assign street names to all streets within the incorporated and unincorporated areas of Leon County. Citizens who desire to name streets must complete a street name application provided by Leon County.

(2) *Existing rights-of-way and road easements.* When any existing public right-of-way or private road easement is determined consistent with the definitions contained in this [article] ordinance, Leon County shall assign or coordinate a name to such street. Such public streets shall be identified with street signs provided by the appropriate local government jurisdiction.

(3) *New and proposed public rights-of-way and private road easements.* When any new street is constructed as a public right-of-way or private road easement, Leon County shall have full authority to assign or coordinate the street name. Such public streets and private streets which result from new development or subdivision shall be identified by street signs specified by the appropriate local government agency. Costs of the sign shall be the obligation of the person(s) applying for the development permit for construction of the street, and satisfaction of such obligation shall be made a condition of the development permit. Certificates of occupancy shall not be issued until all required all street signs required by this provision are properly installed.

(4) For private road easements, or fee simple situations created by a subdivision of lands, the subdivider, at his or her expense, shall provide and post the required street signs when they are not directly adjoining existing public rights-of-way. These street signs must be erected in accordance with specifications set forth by the appropriate local government agency. Final subdivision plats will be recorded with the assigned street names indicated on the final plat. Certificates of occupancy shall not be issued until and unless street signs required are properly installed. The applicable local

government is responsible for verifying the placement and installation of all street signs.

(Ord. No. 09-39, § 5, 11-10-09)

Sec. 10-11.106. Street naming criteria.

(a) *Criteria for approving street names.*

(1) Names should be easy to spell and pronounce, and not be confused when spoken or written with other existing street names previously approved.

(2) Prefixes (i.e. north, south, etc.) are only allowed for streets which cross the Tallahassee Prime Meridian or Tallahassee Base line. Post-directionals identifiers will not be allowed (e.g.: Plank Road South).

(3) Names phonetically similar to other street names are not allowed.

(4) Streets with the same name, but different suffixes, are not allowed unless they are adjoining (abutting).

(5) Street names shall not be used which will duplicate or can be confused with the names of existing or proposed streets.

(6) Streets which are extensions of existing streets shall have the same name, as long as duplicate street numbers are not created as a direct result of the name being continued.

(7) All streets names shall have a suffix. Suffixes can only be used as a true suffix. Suffixes to street names will be assigned according to the definitions in section 10-11.103

(b) Similar naming criteria will be used when determining the titles of subdivisions, condominiums, residential multifamily properties, and commercial centers, to avoid similar and duplicate names. Street names that are similar to subdivision names but are outside that subdivision, and vice versa, are not allowed.

(c) *Installation and cost.* All street name signs in public rights-of-way shall be installed by, and the costs paid by, the appropriate local government. If the signs are for private streets, and the cost of the signs are the obligation of a developer or other permit applicant, a fee as established by the local government will be charged.

(Ord. No. 09-39, § 6, 11-10-09)

Sec. 10-11.107. Administration and number assignment.

The city and county growth and environmental management departments shall be responsible for managing, coordinating, and maintaining the property numbering maps in accordance with the uniform street naming and property numbering system.

(1) *Address numbers.* All new principal buildings and all new activities involving uses of land without principal buildings shall be assigned address numbers by the appropriate local government agency. For principal uses of land without principal buildings, or any other permitted activity or approval requires the posting of the assigned address numbers by the time the final electrical inspection is conducted. The assigned address number shall be displayed as indicated in the Uniform Street Naming and Property Numbering System Ordinance. For principal buildings, final electrical inspections and certificates of occupancy will be issued after the assigned address number or numbers are displayed as provided in the uniform street naming and property

numbering system policies and procedures. The following criteria shall be used to assign address numbers:

a. Numbers should be assigned according to the adopted policies and procedures, using the grid system illustrated on the General Highway Map. The grid is established by the Tallahassee Meridian (the numbering meridian line has been established as the road segment of Meridian Road North and South) and the Tallahassee Base line (the numbering base line has been established as the road segment of Tharpe Street through to Buck Lake Road). The grid lines are based on the established section lines at one mile intervals with each line representing 1,000 addresses.

(Ord. No. 09-39, § 7, 11-10-09)

Sec. 10-11.108. Authorization for address corrections.

The county administrator and/or city manager or designee is hereby directed to require changes as necessary in existing street names and street address numbers, so as to bring such names and numbers into reasonable conformance with the property numbering maps and the adopted uniform street naming and property numbering system policies and procedures.

(1) *Standards for renaming and renumbering.* Any changes in the names of streets must be approved by the Board of County Commissioners. The county administrator and the city manager shall require address numbers to be changed to streets which are not in reasonable conformance with this article. Street name changes may be required by the Board of County Commissioners only if they duplicate or are phonetically similar to or are otherwise easily confused with other street names in the same response area for the "Enhanced 9-1-1 Emergency Telephone System." Street and address number changes shall be coordinated, to the extent possible, with the City of Tallahassee. When one of two duplicated or phonetically-similar or otherwise confusing street names must be changed the appropriate adopted policies and procedures will be followed.

(2) *Street renaming.*

a. When any street is to be renamed pursuant to the requirements of this article, the Leon County Growth and Environmental Management Department shall notify by mail all property owners, as set forth in the most recent county tax rolls, whose lands abut such street, and shall make a reasonable attempt by public notice to notify the residents or businesses occupying such lands, that the street will be renamed. Cost of all installation of signs shall be the responsibility of appropriate local government. This includes public and private streets regardless of its intersections to public or private streets.

b. Public notices of the new street name shall be provided in the form of a display advertisement to run in a local public newspaper of general circulation at least 30 days prior to the effective date of change. The advertisement will identify the change of the street name and the effective date of the change. The cost associated for the implementation of this action will be that of the appropriate local government agency as set forth in this article.

c. For street number changes without street name changes. The city manager and or county administrator or their designees shall notify by mail the affected property owners, as shown on the latest tax rolls, of any street number changes and the effective date of the change.

(3) *Contents of notice.* The notices provided for in subsection 10-11.108(2)b. above, shall clearly identify the change in street name as it affects each property owner and/or occupant; shall identify the effective date of the change; and shall set forth the property owner's and occupant's obligations pursuant to this article.

(4) *Recorded plats.* Notwithstanding any other provisions to the contrary in Chapter 10 of the Leon County Code of Laws, the county administrator or their designee is authorized to record a document in a form approved by the county attorney that would notify property owners, in recorded final plats in Leon County, when street names that are specifically listed on the recorded final plat are changed or otherwise modified in accordance with the terms and conditions of the Leon County/City of Tallahassee Street Naming and Uniform Property Numbering Ordinance. The form of the document shall list the plat book and page number of the recorded final plat being referred to along with the former and newly designated street name. In no event shall a replat be required of the recorded final plat for the purposes of the street naming change.

(Ord. No. 09-39, § 8, 11-10-09)

Sec. 10-11.109. Address number posting.

Each principal building in the unincorporated and the incorporated area of Leon County, Florida, and each principal use of land without a principal building, shall have its building number properly displayed, whether or not mail is delivered to such building or property. It shall be the duty of both the owner and occupant of each building or property to post the assigned number on the property in the following manner:

(1) The principal building (address) number shall be affixed to the building on the side that the address is assigned in such a manner so as to be clearly visible and legible from the direction in which normal vehicular access to the building is made. The address number for a principal use of land without a principal building shall be affixed to a post, mailbox, fence, wall, or other structure in such a manner so as to be clearly visible and legible from the public or private street on which the use fronts, regardless of the direction of approach.

(2) Assigned numbers, for principal buildings which are not visible from a public or private street, shall have their numbers displayed at the intersection of such street or driveway providing access to such building. The number shall be affixed to a post, mail box, fence, wall, or other structure in such a manner so as to be clearly visible and legible from the public or private street on which the use is addressed, regardless of the direction of approach.

(3) When more than one building, use, suite, unit, or apartment are assigned the same address number, and individual buildings, uses, suites, units, or apartments are assigned separate identifying letters or numbers, the common address number shall be displayed as provided in subsection 10-11.109(1) above, and the individual building, use, suite, unit, or apartment numbers shall be displayed near the entrance to such unit.

(4) Numerals shall be Arabic and visible from the street.

(5) The numerals shall be of contrasting color with the immediate background of the building or structure on which the numerals are affixed.

(6)

Print Form

Leon County
Development Support and Environmental Management
Development Services Division

D - 17

Street Location:
☐ City of Tallahassee
☐ Leon County
(Unincorporated area)

Application for Street Name Change

1. **Applicant Name:** Charles C. Livingston
Mailing Address: 1494 Spitz Farm Road
Qunicy, Florida 32352
Telephone Number: 850-856-9204

Agent Name: Same as Above
Mailing Address:

Telephone Number:

A $240 filing fee, plus $660 direct notice and legal advertising fee is required with each individual request for street name change. Fees are waived for applications to eliminate duplicate street names. Checks are made payable to the City of Tallahassee or the Leon County Board of County Commissioners (determined by street location).

2. **Location of Requested Street Name Change:**

Required Map or Plat Drawing Attached? ☒ **Yes** ☐ **No**

a. **Township, Section and Range of the Street:** 21-32, 1N 1W
b. **Name of Subdivision/Development Where Street is Located:** N/A
c. **Number of Existing Buildings on the Street:**

3. **Proposed Street Name(s):** ***All proposed street names must be approved for use by the Leon County Department of Development Support and Environmental Management through the submission of an application. Potential street names can be verified before submitting the application by calling the Addressing Unit at (850) 606-1300. In order to be placed on the Street Name Reserve List, the request must be accompanied by a completed application. <u>There can be no more than fourteen (14) characters per chosen street name.</u>***

PROPOSED STREET NAME

Pre-directional	Name	Suffix
	1st Choice: Commerce Drive 2nd Choice: Commerce Park Drive 3rd Choice: Norman Park Drive	

EXISTING STREET NAME

Pre-directional	Name	Suffix
	Blountstown	Street

Street naming requested by: ☒ **Residents** ☐ **Agent** ☐ **Staff**

4. **Request for Street Signage:** **Street(s) Ready for Street Sign Placement:** ☒ **Yes** ☐ **No**
Street(s) Eligible for Public Street Signage: ☒ **Yes** ☐ **No**

Street Type: ☒ **Public** ☐ **Private** ☒ **Paved** ☐ **Unpaved**

A street sign fee of $150 is required and payable to the Leon County Public Works Department for roads located in the unincorporated areas of Leon County.

This application must include the signatures from 100% of the legal, abutting property owners stating that they are in agreement with the proposed street name change(s).

Applicant's Signature: Charles C. Livingston **Date:** 2/22/2016

Print Form

Leon County
Development Support and Environmental Management
Development Services Division

D - 17

Street Location:
☐ City of Tallahassee
☐ Leon County
(Unincorporated area)

Application for Street Name Change

1. **Applicant Name:** Charles C. Livingston
Mailing Address: 1494 Spitz Farm Road
Qunicy, Florida 32352
Telephone Number: 850-856-9204

Agent Name: Same as Above
Mailing Address:

Telephone Number:

RECEIVED
Leon County
FEB 22 2016
Development Support
&
Environmental Mgmt.

A $240 filing fee, plus $660 direct notice and legal advertising fee is required with each individual request for street name change. Fees are waived for applications to eliminate duplicate street names. Checks are made payable to the City of Tallahassee or the Leon County Board of County Commissioners (determined by street location).

2. **Location of Requested Street Name Change:**

Required Map or Plat Drawing Attached? ☒ **Yes** ☐ **No**

a. **Township, Section and Range of the Street:** 21-32, 1N 1W
b. **Name of Subdivision/Development Where Street is Located:** N/A
c. **Number of Existing Buildings on the Street:**

3. **Proposed Street Name(s):** ***All proposed street names must be approved for use by the Leon County Department of Development Support and Environmental Management through the submission of an application. Potential street names can be verified before submitting the application by calling the Addressing Unit at (850) 606-1300. In order to be placed on the Street Name Reserve List, the request must be accompanied by a completed application. <u>There can be no more than fourteen (14) characters per chosen street name.</u>***

PROPOSED STREET NAME

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EXISTING STREET NAME

Pre-directional	Name	Suffix
	Blountstown	Street

Street naming requested by: ☒ **Residents** ☐ **Agent** ☐ **Staff**

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This application must include the signatures from 100% of the legal, abutting property owners stating that they are in agreement with the proposed street name change(s).

Applicant's Signature: Charles C. Livingston **Date:** 2/22/2016

APPLICANT SIGNATURE FORM

I hereby attest that I am a legal owner of property abutting the street that is the subject of a street name change and that I am providing you with a petition signed by no less than 100% of the legal property owners abutting this roadway, including myself.

Signature: _____

Printed Name: Charles C. Livingston

Address: 234 Blountstown Street
Tallahassee, Florida 32304

Property Tax ID#: 2132204310000

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 22nd **day of** February, **2016**, **by** Charles C Livingston Sr., **who is personally known to me or has produced** personally known **as identification and who did not take an oath.**

SALLIE MARGARET KEITH
NOTARY PUBLIC
STATE OF FLORIDA
MY COMM. EXP. FEB. 24, 2017
COMM. NO. FF31807

Sallie Margaret Keith
Signature of Notary

Sallie Margaret Keith
Print Name

PETITION FORM FOR OTHER PROPERTY OWNERS

X **1. Signature:** _____ **Property Tax ID#:** 2132204290000
Mailing Address: PO BOX 3886, TALLAHASSEE FL 32315

2. Signature: _____ **Property Tax ID#:** 2132100000190
Mailing Address: PO BOX 1510, BAINBRIDGE GA 39818

3. Signature: _____ **Property Tax ID#:** 2132100000180
Mailing Address: 8776 MEGANS LN, TALLAHASSEE FL 32309

X **4. Signature:** _____ **Property Tax ID#:** 2132100000150
Mailing Address: PO BOX 3886, TALLAHASSEE FL 32315

5. Signature: _____ **Property Tax ID#:** 2132100000130
Mailing Address: 549 NORMAN DR, TALLAHASSEE FL 32304

6. Signature: _____ **Property Tax ID#:** _____
Mailing Address: _____

7. Signature: _____ **Property Tax ID#:** _____
Mailing Address: _____

8. Signature: _____ **Property Tax ID#:** _____
Mailing Address: _____

9. Signature: _____ **Property Tax ID#:** _____
Mailing Address: _____

10. Signature: _____ **Property Tax ID#:** _____
Mailing Address: _____

APPLICANT SIGNATURE FORM

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County of Leon

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SALLIE MARGARET KEITH
NOTARY PUBLIC
STATE OF FLORIDA
MY COMM. EXP. FEB. 24, 2017
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Sallie Margaret Keith
Signature of Notary

Sallie Margaret Keith
Print Name

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   Mailing Address: PO BOX 1510, BAINBRIDGE GA 39818
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   Mailing Address: 8776 MEGANS LN, TALLAHASSEE FL 32309
4. **Signature:** _____ **Property Tax ID#:** 2132100000150
   Mailing Address: PO BOX 3886, TALLAHASSEE FL 32315
5. **Signature:** Calvin E. Rollins **Property Tax ID#:** 2132100000130
   Mailing Address: 549 NORMAN DR, TALLAHASSEE FL 32304
6. **Signature:** _____ **Property Tax ID#:** _____
   Mailing Address: _____
7. **Signature:** _____ **Property Tax ID#:** _____
   Mailing Address: _____
8. **Signature:** _____ **Property Tax ID#:** _____
   Mailing Address: _____
9. **Signature:** _____ **Property Tax ID#:** _____
   Mailing Address: _____
10. **Signature:** _____ **Property Tax ID#:** _____
    Mailing Address: _____

Blueprint 2000 Capital Circle SW Road Widening Project Locatin Map for Norman Drive - Blountstown Street Service Road

Located in township and section
21-32, 1N 1W

234 Blountstown St., Service Rd.
First Communications
Motorola Tech Services
228 Blountstown St., Service Rd - Cell Tower

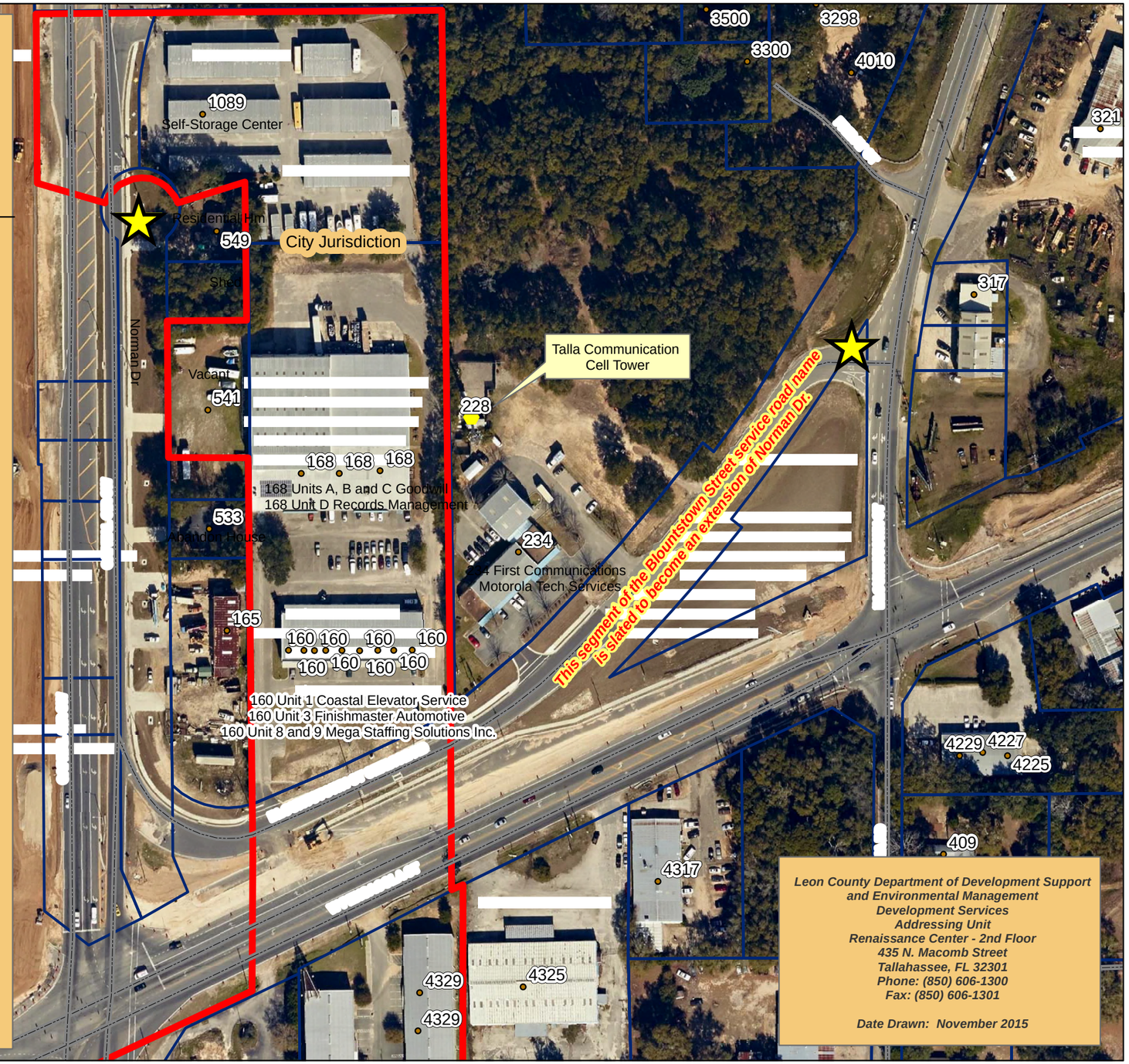
160 Blountstown St., Service Rd.
Unit 1 Coastal Elevator Service
Unit 8 and 9 Mega Staffing Solutions Inc.

168 Blountstown St., Service Rd.
Unit A, B and C Goodwill
Unit D Records Management

PointAddr
<all other values>
PointAddr
citylim-poly

Red: Band_1
Green: Band_2
Blue: Band_3
Bldgs
cntybnd
tower_structures

N



Leon County Department of Development Support and Environmental Management
Development Services
Addressing Unit
Renaissance Center - 2nd Floor
435 N. Macomb Street
Tallahassee, FL 32301
Phone: (850) 606-1300
Fax: (850) 606-1301

Date Drawn: November 2015

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

February 19, 2016

Ms. Lisa Scott
Addressing Program Coordinator
Development Service Division
Department of Development Support & Environmental Management
Renaissance Center 2nd Floor
435 North Macomb Street
Tallahassee, Florida 32301

Subject: Application for Street Name Change

Dear Ms. Scott,

Please accept our application for the renaming of Blountstown Street and Norman Drive. I thank you for all your assistance in helping me identify affected property owners and requirements for submitting this application. As we discussed, I was able to locate and get the signature of all property owners on Blountstown Street and Norman Drive, with the exception of Mr. Samuel H. Duggar with the small lot at 548 Norman Drive. I utilized the information you provided with his listed residence at 7947 Thomasville Road and visited that location on at least 6 occasions. There was no sign that anyone was living there. I checked with a neighbor and they had no information. I also looked up information on the internet and found 2 phone numbers shown as being in his name and 850-575-6098 was disconnected, 850-562-2701 rings and never picks up. I called the apparent working number a dozen times and let it ring 20 or more rings. Additionally I inquired of the neighboring land owners as I was meeting them to get the application signed and no one knew his whereabouts or how to contact him.

As per our conversation, we are submitting our application and request the 100% requirement be waived as we have provided our best effort to locate Mr. Duggar and even with information from your department, we were unsuccessful.

If you have any questions or require additional information, please let me know. I can be reached by phone at 850-509-6668 and email at charlie@edgedistributors.net.

Respectfully Submitted,

Charles C. Livingston
Customer Support
Tallahassee Communications, Inc.

Leon County
Board of County Commissioners

Notes for Agenda Item #13

Leon County
Board of County Commissioners

Cover Sheet for Agenda #13

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule the First and Only Public Hearing to Consider a Proposed Ordinance Amending the Review Process for Accessory Dwelling Units for May 10, 2016 at 6:00 p.m.

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Fiscal Impact:
This item will have no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider an Ordinance to revise the review process for accessory dwelling units for May 10, 2016 at 6:00 p.m.

Report and Discussion

Background:

At the January 26, 2016 meeting, the Board authorized staff to proceed with drafting an ordinance amending the Land Development Code to revise procedures for Accessory Dwelling Units (Attachment #1).

As way of background, in 2008, the Board adopted amendments to the Leon County Land Development Code (LDC) to further clarify Accessory Dwelling Units (ADU). The amendments to the LDC were based on input from the GEM Permit Process and Improvement Group and the Council of Neighborhood Associations (CONA). These amendments established specific requirements for ADUs for type (detached or attached), size, setbacks, architectural standards, and in some zoning districts, minimum lot size. The ADU is provided as an affordable option in lieu of subdividing a parcel to create additional lots for single-family residential development.

Since the adoption of these amendments, the County has processed a number of accessory dwelling units, both detached and attached. However, over the last several years, staff has oftentimes encountered procedural issues resulting in potential duplication of work and increased review fees for the applicant. In addition, the development community has voiced their concerns regarding the review and approval process time for ADUs. As a result, staff met with a building contractor who has completed two ADUs, and solicited recommendations concerning enhancements to the associated review and approval process. As a result, staff has determined that an Ordinance amending the LDC to facilitate improvements to the ADU permit and review process is necessary.

This status update is essential to the following revised FY 2012-FY2016 Strategic Initiative that the Board approved at its January 26, 2016 meeting:

- Implement strategies to gain efficiencies or enhance services.

This particular Strategic Initiative aligns with the Board's Strategic Priorities, Governance:

- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value (G2).

Analysis:

Prior to the amendments in 2008, ADUs were referred to as “accessory apartments” and the regulations for them had little consideration for compatibility with the surrounding development pattern. In 2008, the economy was in a severe recession and the amendments to the ADU regulations were intended to provide an affordable housing option while ensuring compatibility with adjacent property owners. Generally, the new regulations ensured that the ADU maintained the appropriate setbacks, and utilized consistent architectural features as the principal residential dwelling. ADUs are also allowed in conjunction with retail establishments, offices and industrial structures.

There are specific standards for both attached and detached ADUs. Both types of ADUs are limited to no more than 45% of the gross floor area of a principal residential dwelling not larger than 800 square feet. For those ADUs in conjunction with non-residential structures, the ADU may not exceed one-third the area of the principal structure, or no larger than 2,500 square feet. Pursuant to the LDC, no more than one ADU per lot is allowed.

The current regulations regarding the review and approval process for ADUs, specifically Section 10-7.402 of the LDC, notes that a Permitted Use Verification (PUV) is required as a prerequisite followed by submittal and completion of the Administrative Streamlined Application Process (ASAP) level site plan review. In addition, prior to submittal of an ASAP application, an approved Natural Features Inventory (NFI) is required in order to identify and delineate any onsite environmental constraints. These approvals must be obtained prior to the issuance of a building permit for the ADU. As a result of these required prerequisites, the process to obtain final approval for an ADU can exceed 30 staff review days. In addition to the length of time for approval, the fees associated with these reviews can be a disincentive for those interested in an affordable dwelling option.

As a result, staff has drafted a proposed Ordinance amending the LDC to facilitate a more streamlined approach to the review and approval of ADUs (Attachment #1). The proposed Ordinance will eliminate the required ASAP review process, as well as the requirement for the NFI and separate environmental management permit (EMP). In addition, the PUV requirement will be replaced with the Residential Compliance Certificate (RCC), which will result in additional savings for the applicant. Staff anticipates that applicants for ADUs will save a minimum of $1,682 in permitting fees as a result of the proposed changes.

The proposed changes would revise the procedural steps by allowing a proposed ADU to be a component of the building permit application submittal and process. A completed and recorded ADU affidavit, ensuring the proposed ADU has met the applicable requirements of the LDC, will be required prior to issuance of the building permit. In addition to a reduction in associated application review fees, staff anticipates that this will reduce the process time for approval of an ADU by more than 45%.

As is standard procedure for all proposed LDC changes, prior to conducting a Public Hearing, staff will present the draft Ordinance to the Development Support and Environmental Management (DSEM) Citizen's User Group for review and comment. The draft Ordinance will also be provided for review and recommendation by the Planning Commission at their Public Hearing on May 3, 2016.

Options:

1. Schedule the first and only Public Hearing to consider an Ordinance to revise the review process for accessory dwelling units for May 10, 2016 at 6:00 p.m.
2. Do not schedule the first and only Public Hearing to consider an Ordinance to revise the review process for accessory dwelling units for May 10, 2016 at 6:00 p.m.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Proposed Ordinance Amending the Review Process for Accessory Dwelling Units

ORDINANCE NO. 16- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.803(B)(4), RELATING TO STANDARDS FOR DETACHED ACCESSORY DWELLING UNITS; ADDING SECTION 10-6.803(B)(5), RELATING TO REVIEW PROCEDURES AND CONDITIONS FOR ACCESSORY DWELLING UNITS; AMENDING SECTION 10-7.402(7), RELATING TO REVIEW PROCESS FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board desires to provide accessory dwelling units as an alternative housing option; and

WHEREAS, the Board desires to ensure the expedited review of applications for accessory dwelling units;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, THAT:

SECTION 1. Section 10-6.803(b)(4) of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, relating to standards for detached accessory dwelling units, is hereby amended to read as follows:

(4) *Standards for detached accessory dwelling units:*

a. Freestanding or detached accessory dwelling units shall be allowed in conjunction with any principal residential use.

b. A detached dwelling unit accessory to a single-family residential structure shall not exceed 800 square feet nor five percent of the total lot or parcel area.

c. A detached dwelling unit accessory to a single-family residential structure shall be located and designed not to interfere with the appearance of the principal structure. This provision shall not be construed so as to limit an attached accessory dwelling unit from having its own entryway, porch, or to limit the quantity or location of window space.

d. A detached dwelling unit accessory to a single-family residential structure shall be setback a minimum distance equal to the applicable minimum rear and side yard setbacks established by the zoning district in which it is located, except that within the residential preservation zoning district, any detached dwelling unit accessory to a single-family residential structure shall be no less than 105 percent of the applicable minimum side yard setback and 110 percent of the applicable minimum rear yard setback for principal residential structures.

e. Within the lake protection and the residential preservation zoning districts and overlays, detached accessory dwelling units are subject to under the following conditions:

i) as a component of a new site and development plan application, on a parcel of no less than three acres within the lake protection zoning district; a parcel of no less than .3 acres within the residential preservation zoning district inside the urban services area; or a parcel of no less than three acres within the residential preservation overlay, outside of the urban services area; and,

ii) in conjunction with a previously developed, existing residential dwelling, on a parcel of no less than three acres within the lake protection zoning district, no less than one acre within the residential preservation zoning district inside the urban services area, and no less than three acres within the residential preservation overlay, outside of the urban services area.

~~f. An approved application demonstrating compliance with these regulations shall be required prior to the issuance of any permits for the establishment of accessory dwelling units. Accessory dwelling units may be reviewed as components of a new site and development plan application. Applications for accessory dwelling units in conjunction with a previously developed, existing residential dwelling shall be provided and reviewed by the Leon County Department of Development Support~~

~~and Environmental Management through the Administrative Streamlined Application Process.~~

SECTION 2. Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended by adding a section to be numbered Section 10-6.803(b)(5), relating to review procedures and conditions for accessory dwelling units, which section reads as follows:

(5) *Review procedures and conditions for accessory dwelling units.* A proposed accessory dwelling unit shall require submittal of a Residential Compliance Certificate to determine eligibility. A proposed accessory dwelling unit shall be reviewed concurrently with the submittal of a building and environmental management permit. A complete building and environmental management permit shall include documentation demonstrating compliance with the applicable accessory dwelling unit requirements noted in this section. A notarized affidavit identifying the proposed structure as an accessory dwelling unit and outlining any conditions of approval shall be signed by the owner and recorded with the Leon County Clerk of Courts prior to issuance of the building and environmental management permit. Affidavits for detached ADUs shall include, at minimum, a condition that subdivision of the parcel for the benefit of creating a lot exclusively for the ADU shall be subject to the environmental and subdivision regulations of the LDC.

SECTION 3. Section 10-7.402(7) of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, relating to review process for exceptions, is hereby amended to read as follows:

7. *Review process for exceptions.* The development listed in the table set out as parts (a) and (b) of this subsection shall be excepted from Type A—D site and development plan review, as set forth in subsection 4., above.

(a) The following chart provides a range of development and changes of use excepted from site and development plan application. The chart specifies appropriate criteria for approval, applicable review process, notice requirements and other applicable substantive or procedural requirements. Omission of a particular requirement from the chart shall not be construed so as to alleviate requirement for compliance.

Proposed Use or Development	Criteria for Approval	PUV or RCC Required	Review Required for Approval	Notice Requirements	Public Meeting Requirements	Application Content Requirements
Single-family (attached or detached) residential dwelling unit, manufactured home, duplex residential units on any vacant existing parcel; any structures accessory to these residential units, including garages, pavilions, kiosks, gazebos, or other similar structures accessory as determined by the county administrator or designee.	Precedent development order, such as, approved plat or site plan, Otherwise as required in the Land Development Code	No, RCC is optional.	PSD	None	No	PSD; scaled sketch plan accessory buildings in this category require affidavit of nonhabitable structure; project-specific environment permits as applicable
Home occupation in an existing residence	Home occupation standards; Life-safety code	No, RCC is optional	None	None	No	RCC (optional); project-specific environment permits as applicable
Agricultural, horticultural, floriculture, and silviculture-related bldgs in a zoning district allowing agricultural as a principal use; structure size ≤5,000 s.f.	As required in the Land Development Code	No	PSD	None	No	Affidavit of nonhabitable structure; project-specific environment permits as applicable
Agricultural, horticultural floriculture and silviculture-related bldgs in a zoning district allowing agricultural as a principal use; structure size ≥5,000 s.f.	As required in the Land Development Code	Yes	ASAP	Ad for PUV	No	Affidavit of nonhabitable structure; project-specific environment permits as applicable
Principal industrial use within a district allowing heavy or light Industrial use as a Principal Use; structure size ≤300 s.f.	As required in the Land Development Code	Yes	PSD	Ad for PUV	No	Sketch plan; project-specific environment permits as applicable
Principal industrial use within a district allowing heavy or light Industrial use as a Principal Use; structure size >300 s.f. and ≤10,000 s.f.	As required in the Land Development Code	Yes	ASAP	Ad for PUV	No	Site plan; project-specific environment permits as applicable
Proposed use or development	Criteria for approval	PUV or RCC required	Review required for approval	Notice requirements	Public meeting requirements	Application content requirements
Change in tenancy without expansion or	N/A	Yes, to verify that	None	Ad for PUV	No	N/A

functional modification		use was originally properly established and allowed in zoning district				
Change of use without expansion or functional modification, to another use allowed within the zoning district, ≤1,000 s.f.	Zoning district; life-safety health codes	Yes	None, unless a special exception or restricted use	Ad for PUV	No	Project-specific environment permits, as applicable
Change of use without expansion or functional modification, to another use allowed within the zoning district, >1,000 s.f.	Zoning district; life-safety health codes	Yes	ASAP, unless a special exception or restricted use	Public notice of approval or denial	No	Project specific environmental permits, as needed.
Additional dwelling unit without subdivision	Approved plat or site plan, otherwise as required in the Land Development Code	No, RCC optional	PSD	None	None	Affidavit; project specific environment permits as applicable
Accessory dwelling unit without subdivision	Approved plat or site plan, otherwise as required in the Land Development Code	~~PUV~~ RCC required	~~ASAP~~PSD	Ad for ~~PUV~~RCC	Presubmittal (optional)	~~Site plan for ASAP;~~ Scaled sketch plan; documentation demonstrating compliance with Sec. 10-6.803; Notarized affidavit for accessory dwelling unit shall be recorded prior to issuance of building permit.~~project specific environment permits as applicable.~~
Miscellaneous residential accessory structures	Approved plat or site plan, otherwise as required in the Land Development Code	No	PSD	None	None	PSD requires scaled sketch plan; project specific environment permits as applicable.
Other development determined to be below the type A site and development plan review threshold and ≤300 s.f.; and structures accessory to other than single-family,	Approved plat or site plan, and otherwise as required in the Land Development Code	Yes, except for accessory structures	PSD	Ad for PUV	No	Scaled sketch plan; information demonstration compliance with Land Development Code standards; project specific environment permits as

manufactured home, or duplex residential dwellings and ≤300 s.f.						applicable.
Other development determined to be below the Type A site and development plan review threshold and >300 s.f.; and structures >300 s.f. accessory to other than single-family, manufactured home, or duplex residential dwellings	Approved plat or site plan, otherwise as required in the Land Development Code	Yes	ASAP	Ad for PUV	Presubmittal (optional)	Site plan; project specific environmental permits, as applicable.

(b) Exceptions specified under the definition of subdivision in Section 10-1.101. Any and all landowner(s) of a parcel that is divided or developed pursuant to this exception shall file an affidavit, on a form approved by the county attorney, with the clerk of the court in the public records of the county. The affidavit shall specify that the property has been modified or subdivided, the number of new parcels, if any, created, the exemption type used for this action, the legal description of the original location of the parcel(s), and the metes and bounds descriptions of each new parcel. A judicial exception based on a court order shall be excepted from site and development plan application but may be required to comply with the Land Development Code. Review of development proposed pursuant to such orders shall be through a process determined by the county administrator or designee.

(c) Requirements for administrative streamlined application process (ASAP).

~~(1) *Accessory dwelling unit.* All ASAP applications for accessory dwelling units shall demonstrate compliance with subsection 10-6.803(b). Review and determination of compliance shall be conducted by the county administrator or their designee. Review may include consultation with other county and affiliated agency technical staff. Presubmittal meeting is available at the option of the applicant. Applications shall include a site plan or survey of the subject property along with sufficient information to demonstrate compliance with applicable standards.~~

(~~2~~1) *1:2 subdivision/lot split, inside the urban service area.* All ASAP applications for 1:2 subdivision/lot split shall demonstrate compliance with article IV, environmental management, article VI, zoning, and division 5 of article VII, substantive standards and criteria, subdivision and site and development plan regulations. Review and determination of compliance shall be conducted by the county administrator or their designee. Review may include consultation with other county and affiliated agency technical staff. Applications shall include a site plan or survey of the subject property along with sufficient information to demonstrate compliance with applicable standards. The application should furnish sufficient information to clearly demonstrate legal access, utility service connections, compliance with zoning district standards, and adequate protection of environmental resources.

(~~3~~2) *Other administrative streamlined applications process applications.* All other ASAP applications shall demonstrate compliance with article IV, environmental management; article VI, zoning; and division 5 of article VII, substantive standards and criteria, subdivision and site and development plan regulations. Review and determination of compliance shall be conducted by the county administrator or their designee. Review may include consultation with other county and affiliated agency technical staff. Applications shall include a site plan or survey of the subject property along with sufficient information to demonstrate compliance with applicable standards. The application should furnish sufficient information to clearly demonstrate legal access, utility service connections, compliance with zoning district standards, and adequate protection of environmental resources. Applications shall be required to furnish a natural features inventory, as set out in article IV, and provide calculations demonstrating compliance with applicable stormwater management standards; waiver or modification of these requirements may be provided by the county administrator or designee. The application should furnish sufficient information to clearly demonstrate compliance with zoning district standards and any precedent development order.

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

Leon County
Board of County Commissioners

Notes for Agenda Item #14

Leon County
Board of County Commissioners

Cover Sheet for Agenda #14

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of City of Tallahassee 2035 Water Master Plan Update

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director , Public Works
Lead Staff/ Project Team:	Katherine Burke, P.E., Director, Engineering

Fiscal Impact:

This item has no current fiscal impact to the County. Implementation of the 2035 Water Master Plan is funded by the City of Tallahassee through their capital improvement budget.

Staff Recommendation:

Option #1: Approve the City of Tallahassee 2035 Water Master Plan Update (Attachment #1).

Report and Discussion

Background:

As part of the 2005 Water and Sewer Agreement (WSA), the City of Tallahassee is required to provide an update to the water and sewer master plans every five years. The 2030 Master Plan was approved by the Board on April 12, 2011, at the Infrastructure Sales Tax and Consideration of the Water Sewer Master Plan Workshop. Ratification of this action occurred at the April 26, 2011 Board meeting.

In the last five years, the City has completed the following water projects in the unincorporated areas with a total City investment of about $928,000 for water distribution and fire safety enhancements; the City funds fire hydrants as part of water line extensions to meet current safety standards:

Cooperated with the County to provide three fire hydrants in Woodville:

- Page Road between Duggar and Shadyside
- Taff Road north of Natural Bridge
- Natural Bridge Road at Lewiswood Lane

County cost – Fire Services Fee - $14,269 – Completed July 2015

Fernwood Glen Water Improvements:

- Installed approximately 2,500 LF of six- and eight-inch waterlines and six fire hydrants on Poplar, Elm and Richwood Streets

City cost - $290,000 - Completed August 2015

Maylor Taylor Water Improvements:

- Installed approximately 2,850 LF of eight-inch waterline with three fire hydrants on Maylor Taylor Roads

City cost - $390,000 - Completed May 2015

Lakeside Heights Improvements:

- Replaced a two-inch line with 1,150 LF of six-inch waterline with one hydrant on Lakeside, Vause and Elwell Drives

City cost $148,000 - Completed June 2014

Birwood Road East:

- Installed a six-foot waterline and fire hydrants to replace individual wells

City cost $60,000 - Completed 2012

Deese Lane:

- Installed a six-inch waterline with hydrants to replace wells

City cost $40,000 - Completed 2012

Once approved, the Water Master Plan will serve as the basis for the City's annual submission of their proposed five-year Capital Improvement Program (CIP). The City Commission approved the Water Master Plan at its January 27, 2016 meeting.

The Water Master Plan serves as the framework document for meeting the Tallahassee-Leon County Comprehensive Plan Potable Water Level of Service Objective 1.2 "Needed potable water facilities will be provided in a manner which promotes orderly compact urban growth and maximizes the use of existing facilities."

Analysis:

The 2035 update covers the period from 2016 through 2035 and will serve as a guide for implementing operational and capacity improvements to the City's water distribution system. It includes a complete GIS-based water system computer model, evaluation of future needs in five-year increments, assessment of fire flow capabilities, and a 20-year Capital Improvements Plan (CIP).

A summary of the key elements is as follows:

1. The study area was limited within the Urban Services Area (USA) with the exception of the Woodville Community.
2. For consistency, population projections were made using the Traffic Analysis Zones (TAZ) which is used for concurrency and other planning efforts.
3. All known developments were included in the projections, including but not limited to: Fallschase, Park Place, and Welaunee.
4. Project demand, while within the maximum day withdraw limit, is projected to exceed the permitted average daily withdraw rate near the end of the 20-year planning horizon. City will monitor this permit and plan accordingly on submittal of a revised consumptive use permit (CUP).
5. Recommended improvements in the unincorporated areas are:
    - Prior to 2020, installation of a new 500,000-gallon tank or larger in the Northwest (NW) quadrant of the system or replacement of the existing tank with a one million-gallon or larger tank.
    - Installation of approximately 18,000 LF of 10- to 12-inch pipe from the intersection of Wakulla Springs Road and Crawfordville Highway to connect to existing line on Oak Ridge Road with pressure reducing valve on the pipe to reduce the pressure and aid in fire flow to the Woodville portion of the system. This project is intended to improve the service reliability and fire protection to the existing Woodville Community node, which would allow for installation of additional fire hydrants along the edges of the Pines neighborhood.

The Water Master Plan is voluminous as it contains research data, calculations, and graphics. Due to its size, a paper copy of the Water Master Plan is available for viewing at the Courthouse 5th floor lobby. For purposes of this agenda, Attachment #1 includes only excerpts from key sections of the Plan.

Per the Detailed Capital Improvements Schedule, the new tank in the NW quadrant is proposed for design in 2016 ($750,000) and construction in 2017 ($1,750,000).

For the Woodville line, the improvements are programmed to occur 2025. The Water Master Plan is very clear that the proposed CIP is a guide and the timing of the improvements is guided by demand and development patterns. Priorities can shift, but over the life of the Water Master Plan, the listed projects should be completed sometime within the 20-year planning horizon.

Unspecified placeholders of $120,000/year for miscellaneous fire protection and $750,000/year for minor line upgrades are included in the CIP. These funds are designated each year during the City's budgeting process. While there is no guarantee that additional water upgrades would be completed in the next five years, it should be noted that the $928,000 worth of projects constructed in the last five-year period were programmed as part of this undesignated annual funding. In most cases, the projects started as sewer projects and the City, being proactive, either upgraded or voluntarily added water to the sewer project.

Options:

1. Approve the City of Tallahassee 2035 Water Master Plan Update (Attachment #1).
2. Do not approve the City of Tallahassee 2035 Water Master Plan Update.
3. Board direction.

Recommendation:
Option #1.

Attachment:
1. Excerpts of 2035 City of Tallahassee Water Master Plan Update

Executive Summary

The City of Tallahassee selected ARCADIS U.S., Inc. and Diversified Drafting and Design (3DS) to prepare the 2015 Water Master Plan Update (WMPU). The purpose of the WMPU is to identify water supply and system improvements necessary to meet projected water demands through the year 2035.

The majority of the improvements identified in this WMPU are driven by water demand, fire flow, renewal and replacement of infrastructure, and future growth; as such, the timing of many of these improvements is ultimately driven by when specific projects are actually required. The capital improvements plan (CIP) presented herein is intended to serve as a budgeting tool. The City will need to monitor growth and other project-specific factors to adjust the CIP schedule as appropriate. For example, growth in one development may occur more quickly than projected and, as such, certain improvements may need to happen sooner than indicated. On the other hand, growth may not return as quickly as projected meaning certain projects can be delayed.

Population Projections

Three different population projection methodologies were evaluated: Traffic Analysis Zones (TAZ), University of Florida Bureau of Economic and Business Research (BEBR), and U.S. Census data. The Tallahassee-Leon County Planning Department (TLCPD) utilizes TAZ projections for concurrency planning and development of the Comprehensive Plan. The City also recently utilized TAZ projections for development of the 2014 Master Sewer Plan. Thus, for consistency with other planning efforts and because TAZ projections have historically been more representative of growth in the Tallahassee area, the population and water demand estimates in this WMPU are based upon TAZ projections.

The urban service area (USA) is intended to provide for growth and development within the 20 year planning horizon of the Comprehensive Plan. Development within the USA is characterized by an urban level of government services such as roads, mass transit, stormwater, water, sewer, solid waste and parks. There are 691 TAZs in the USA. A summary of the TAZ-based population projections for growth inside the USA is provided in Table ES-1.

Table ES-1
Summary of TAZ-Based Population Projections

Year	Estimated USA Population
2007	231,506
2015	247,159
2020	256,498
2025	265,811
2030	275,163
2035	284,218

Source: City of Tallahassee, Master Sewer Plan Phase 2 Population and Wastewater Flow Projection, Hatch Mott MacDonald (2014).

Future Water Demand

The TLCPD estimates an additional 16,119 habitable units (single-family, multi-family, and other residential units) in known developments in the USA by the year 2035. The department utilizes a factor of 2.51 persons per unit for planning purposes. Therefore, an estimate of the persons associated with the 16,119 habitable units can be calculated by multiplying the number of units by 2.51 persons per unit for a total of 40,458 persons. Subtracting these persons from the total TAZ projected population growth of approximately 37,059 people results in approximately 3,400 additional people planned in the planned developments that are not in the current TAZ projections in the USA

Future water demand was projected based on the following:

a. Known Planned Developments:

   i. Average annual day (AAD) demand of 100 gallons per capita per day (gpcd) will be used to determine future annual average day demands. The existing demand in addition to the planned development demand will generate total future demand. This assumes the majority of future growth in these areas is residential in nature.

   ii. A peaking factor of 1.6 will be used to calculate the maximum day demand (MDD), or the total level of service (LOS) for the planned developments.

b. Outside Known Planned Developments:

i. Population growth outside known planned developments will be evenly distributed across the system to the nodes with existing demands.

ii. Future MDD outside known planned development, but within the USA, will be based on 150 gpcd due to the uncertainty of the type of demand.

A summary of future demands for the period of 2015-2035 is provided in Table ES2.

Table ES-2
Projected Future Water Demands (2015-2035)

YEAR	Population Total (Inside USA)	Increase	Demand (Million Gallons Per Day, MGD)				
			Additional LOS	Cumulative LOS	Additional AAD	Cumulative AAD	Cumulative MDD*
2015	247,159	--	--	39.55	--	30.53	45.80
2020	256,498	9,339	1.49	41.04	0.89	31.42	47.13
2025	265,811	9,313	1.49	42.53	0.89	32.31	48.47
2030	275,163	9,352	1.50	44.03	0.89	33.20	49.80
2035	284,218	9,055	1.45	45.47	0.86	34.06	51.09
TOTAL		**37,059**	**5.93**		**3.54**		

Under the City's current consumptive use permit (CUP), the permitted withdrawal quantities are as follows:

1. Combined average annual withdrawal of 33,700,000 gallons per day (gpd)
2. Maximum combined withdrawal of 61,500,000 gallons during a single day
3. Combined monthly withdrawal of 1,470,000,000 gallons.

Based on the projections in Table ES-2, the projected 2035 AAD of 34.06 is greater than the City's existing permitted annual average withdrawal by 0.36 MGD. However, the projected 2035 MDD of 51.09 MGD is less than the permitted maximum day withdrawal of 61.5 MGD. Based on these projections, it will likely be necessary to modify the CUP annual average day capacities towards the end of the Planning Period.

Distribution Hydraulic Modeling

For the purposes of developing the WMPU, the current City of Tallahassee Water Distribution hydraulic model was updated in InfoWater, version 10.2.1. The City's geographic information system (GIS), including improvements completed as a part of this project, was used as the basis for the model development.

There are no strict guidelines for performance of calibration in terms of goodness-of-fit between modeled and measured data. The level of calibration required generally depends on the specific system being modeled and the intended use of the model. The calibration results for the Tallahassee model fall within the suggested goodness-of-fit ranges. The results at each of the storage tanks were good, with most predicted tank levels falling within the standard of ±6 feet. The majority of final modeled flows were within 2% of the measured values.

The calibration process provided many insights into the operation of the Tallahassee distribution system. Overall, the calibration resulted in a model that will effectively serve to address the goals of the WMPU, and enable the City to effectively evaluate distribution system operation and improvements in the future.

Future Water Supply Alternatives

Projected additional future demands from planned developments will result in the need for improvements to the City's water system. A new or larger tank with either significant changes to the well operational strategies for Wells 23 and 26, or upgraded piping will be required in the northwest quadrant in the vicinity of Tank 5. Additional capacity will be needed in the vicinity of Tank 5 to provide the required storage needs of this portion of the City's distribution system throughout the planning period. There were two options considered for this; Option 1: demolish Tank 5 and construct a single 1 million gallon tank. Option 2: add an additional 500,000 gallon tank in the vicinity of Tank 5. The two options were analyzed using the water model, either option was deemed a feasible alternative to provide the storage needs near Tank 5.

For the purposes of the Water Master Plan Update, a decision whether to construct (1) 1 million gallon tank or utilize the existing tank and add a new 500,000 gallon tank will be made after property is acquired and before design is started by the City of Tallahassee.

Additionally, a groundwater well with a capacity of 2,500 gpm will be required in the vicinity of Tank 7. This new well will be required to maintain water levels in Tank 7 and Tank 8 above the minimum threshold under anticipated 2035 demands. The area around

Tank 7 is located within a region of high groundwater quality and availability. Though productivity will vary locally depending on the site-specific geology encountered, high capacities and favorable water quality similar to other wells near Tank 7 are to be expected. The proposed location for the additional well in the vicinity of Tank 7 is within the planned Welaunee Toe and Heel development. Land for the new well site can be identified and/or procured prior to the construction of the development.

Distribution Expansion Alternatives

The City's existing infrastructure is largely adequate to meet future water supply needs. The City has a highly looped, extensive water supply grid and as a result there are very few identifiable bottlenecks in the system that would prevent the City from meeting future water demands. Based on a detailed review of the system and projected water demands from 2015 to 2035, the following improvements are recommended:

- Renewal of the existing CUP prior to July 1, 2016 for a 20-year period (through 2035) and monitoring of future demands to confirm whether an increase in permitted capacity is required towards the end of the planning period as projected.
- Prior to 2020, installation of a new 500,000 gallon or larger elevated storage tank in the northwest quadrant of the system, or replacement of the existing tank with a 1 million gallon or larger tank.
- Prior to 2020, modification of controls at Well 23 and 26 and/or completion of the following:
    - Replacement of 3.5 miles of existing 6-, 8-, and 10-inch piping running east to west along Mahan and Call on either side of downtown with 12-inch mains.
- Installation of a pipe parallel to the Woodville pipe consisting of approximately 18,000 ft (3.5 miles) of 10 to 12-inch pipe, and would require an additional PRV on the pipe to reduce the pressures and aid in fire flow to the southern (Woodville) portion of the system.
- Installation of a 2,500 gpm water supply well in the vicinity of Tank 7 in the northeastern portion of the City's service area, i.e. the western section of the Welaunee development.
- Monitoring of existing supply well production capabilities and rehabilitation of wells as required. This project will not be included in the CIP, the funds for this will be taken out of the yearly operating budget.

Downtown Infrastructure Replacement

It is recommended that the City continue with the downtown infrastructure improvements from the 2010 WMPU which replace aging infrastructure to improve system capacity, reliability, and fire protection.

Capital Improvements

Table ES-3 provides a summary of the capital improvement recommendations resulting from these master planning efforts. The information contained in the table includes only those operational and capacity improvements necessary to meet the water supply needs of future customers and other improvements included in this report, such as the cost of the downtown infrastructure improvements.

Table ES-3
Detailed Capital Improvements Schedule

Project ID	Project Description	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	20-Year Total
Capacity Improvements																						
1	Design and Install New Welaunee Well Near Tank #7								$ 1,200,000	$ 1,700,000												$ 2,900,000
2	Pipeline addition for VA Hospital			$ 510,000																		
	Total Capacity Improvements	$ -	$ -	$ 510,000	$ -	$ -	$ -	$ -	$ 1,200,000	$ 1,700,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,410,000
Operational Improvements																						
3	Downtown Infrastructure Replacement	$ 1,070,000	$ 1,135,000	$ 1,600,000	$ 1,600,000	$ 1,700,000	$ 1,200,000	$ 1,200,000	$ 1,500,000													$ 11,005,000
4	Design and Construct New 1 MG Tank (NW to replace Tank #5)	$ 750,000	$ 1,750,000																			$ 2,500,000
5	Well #23 Rehabilitation and Upgrade	$ 1,000,000	$ 1,100,000																			$ 2,100,000
6	Old Bainbridge Rd Line Size Upgrades (connected to Well 26)						$ 220,000															$ 220,000
7	Raymond Diehl Road Line Size Upgrades (connected to Well 16)							$ 250,000														$ 250,000
8	Minor Line Extensions and Upgrades	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 15,000,000
9	East-West 12-Inch Water Main Replacement											$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000						$ 6,000,000
	Total Operational Improvements	$ 3,570,000	$ 4,735,000	$ 2,350,000	$ 2,350,000	$ 2,450,000	$ 2,170,000	$ 2,200,000	$ 2,250,000	$ 750,000	$ 750,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 37,080,000
Areas of Concern/ Fire Flow Improvements (Discretionary Funding)																						
10	Misc. Fire Flow Improvements	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 2,400,000
11	Areas in conjunction with Welaunee Development			$ 120,000	$ 120,000	$ 120,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 230,000	$ 230,000	$ 230,000						$ 2,520,000
12	Woodville Fire Flow Improvements (Northern Loop)										$ 1,966,403											$ 1,966,403
	Total Concern/Fire Flow Improvements	$ 120,000	$ 120,000	$ 240,000	$ 240,000	$ 240,000	$ 330,000	$ 330,000	$ 330,000	$ 330,000	$ 2,296,403	$ 330,000	$ 330,000	$ 350,000	$ 350,000	$ 350,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 6,886,403
	Total Improvements	$ 3,690,000	$ 4,855,000	$ 3,100,000	$ 2,590,000	$ 2,690,000	$ 2,500,000	$ 2,530,000	$ 3,780,000	$ 2,780,000	$ 3,046,403	$ 2,280,000	$ 2,280,000	$ 2,300,000	$ 2,300,000	$ 2,300,000	$ 870,000	$ 870,000	$ 870,000	$ 870,000	$ 870,000	$ 47,376,403

5. Projected Water Demands

5.1. Overview

The purpose of this section is to provide water demand projections developed for the WMPU and to summarize the data sources utilized in developing those projections. The planning horizon for these projections and the WMPU is through the year 2035.

Existing City-County planning documents (Comprehensive Plan, Evaluation and Appraisal Report-EAR , etc.) and population projections for Leon County from a variety of sources including U.S. Census Bureau data, City and County Traffic Analysis Zone (TAZ) data, University of Florida's Bureau of Economic and Business Research (BEBR) and data provided by City-County Planning staff were reviewed as part of these efforts. Based on this data, population and water demand projections have been provided for the years 2013 (baseline or existing demand), 2015, 2020, 2025, 2030, and 2035.

The TLCPD maintains a considerable amount of data related to population projections for greater Leon County. The focus of this section is the population projections for the USA. The USA was adopted as part of the Comprehensive Plan in 1990. Leon County consists of approximately 667 square miles, of which approximately 161 square miles are within the USA. Almost all of the City's 100 square miles are located within the USA. The USA is intended to provide for growth and development within the 20-year planning horizon of the Comprehensive plan. Development within the USA is characterized by an urban level of government services such as roads, mass transit, stormwater, water, sewer, solid waste and parks.

The USA was established for a number of reasons revolving around managed and environmentally acceptable growth. Specifically, the reasons include:

1. Control premature development of rural lands;
2. Promote compact development;
3. Encourage multi-modal transportation options;
4. Encourage affordable living; and
5. Promote the economic and efficient provision of urban services.

Historically, the USA has remained virtually unchanged. The last EAR was completed in 2007. The EAR and Statistical Digests have reflected this and confirmed that the USA

contains sufficient developable land to accommodate approximately 90% of the development that has occurred since the Comprehensive Plan's adoption.

City-County Planning staff is scheduled to complete an EAR evaluation and send a notification letter to the Florida Department of Economic Opportunity by 1/1/2016. In the meantime, Planning staff does not anticipate any substantial expansion of the existing USA limits through the year 2020. Beyond 2020 staff anticipates additional population growth within the USA and in limited areas in which the USA would be expanded. The urban fringe land use category and location of planned development provide direction as to areas in which these long term population and water demand increases will occur.

5.2. Population Projection Methodology

The methodology used by the TLCPD to formulate long-range population projections is set forth in a 2007 TLCPD memorandum. In part, it explains that long range projections involve extrapolations (curve fittings) performed using U.S. Census Bureau population data and fit to linear, geometric, parabolic, modified exponential, Gompertz, and logistic curves. The extrapolation technique is a simplistic model that uses past gross population trends to project future population levels.

The base periods studied by TLCPD were 1950-2000 and 1980-2000. Using the six curves and two different base periods, twelve possible models were generated. The fit of the models was evaluated using three quantitative statistical forms of evaluation. The base period 1980-2000 was chosen even though it includes only three points of observed data (census data), due to the fact that the curves resulted in projections much more similar in comparison with the BEBR projections through the year 2035 than when using the 1950-2000 base period. To decide which curve to use to project population, the following factors were considered: 1) the curve fit statistics; 2) how well the curve fit when visually compared to other plots; and 3) how realistic and close the projections were to the 2010, 2020 and 2030 BEBR projections.

The Gompertz curve with a base period of 1980-2000 was the model used for the population projections. The population estimates calculated by this model match the historical census data and the BEBR projections very well. Staff determined that the Gompertz curve predicts similar increases to those exhibited in the Census historical population data for Leon County and the projections produced by BEBR through 2035 (A Gompertz curve or function is a type of mathematical model characterized by the slowest rates of growth at the beginning and end of a time period. It assumes a confined area for growth to occur within and a limitation on resources within that area.) Staff

notes that extreme caution should be exercised when using any long-range population projections.

5.3. Population Projection Data

5.3.1. Transportation Analysis Zone Data

In 2004, a database was developed by the TLCPD based upon TAZ. These zones vary in size based upon the density or nature of development. In a predominantly urban area the TAZ may be as small as a city block; in rural areas a TAZ may be as large as 10 square miles. Typically the zones are intended to encompass homogeneous urban activities, i.e. residential, commercial, or industrial. Zones are designed to be relatively homogeneous traffic generators and are sized so that only 10-15 percent of the trips are intra-zonal. The TAZ data are developed based on historic development patterns, permitting activity, zoning and future land use categories, and anticipated new development.

Leon County contains 760 TAZs. The total number of TAZs in the USA is 691. The population estimated and projected for each zone formed the basis for the population projections. These population estimates have been updated as a part of the City of Tallahassee Master Sewer Plan and are attached in Appendix A. For Table 5-1, calculations were made to determine the estimated USA population based on the percent of residents in the USA versus Leon County. The report analyzed each zone within the USA in the context of existing and planned development in that zone. A summary of the TAZ-based population projections received from Hatch Mott Macdonald (HMM) for growth inside the USA is provided in Table 5-1. Table 5-2 presents the previous City of Tallahassee Master Sewer Plan USA population estimates, completed in 2009. A comparison of Table 5-1 and Table 5-2 shows that the previous estimates were higher and did not account for the population downturn that was experienced between 2009 and 2014. However, moving into the future, the estimates presented in Table 5-1 account for the current population growth trends in the USA.

It should be noted that the basis for TAZ data produced in 2014 is the 2007-2013 BEBR data. The BEBR data were broken down into the TAZ framework and specifically updated as development occurred or was anticipated. The most recent 2014 BEBR data are found in Appendix B. The trends reflected in BEBR data over the past 5 years should be considered.

Table 5-1
Summary of 2014 TAZ-Based Population Projections

Year	Estimated USA Population
2007	231,506
2015	247,159
2020	256,498
2025	265,811
2030	275,163
2035	284,218

Source: *2015 City of Tallahassee, Master Sewer Plan Population and Wastewater Flow Projections.*

Table 5-2
Summary of 2010 TAZ-Based Population Projections

Year	Estimated USA Population
2003	225,960
2005	233,430
2008	244,634
2010	252,103
2015	270,177
2020	285,548
2025	300,320
2030	315,092

Source: *2010 City of Tallahassee, Master Sewer Plan Phase 2 Population and Wastewater Flow Projection, Hatch Mott MacDonald (2009).*

The TAZ-based population projections are currently being used as the basis for capacity projections in connection with wastewater flow projections by the City of Tallahassee. Similarly, these population projections have historically appeared to be more accurate than other methods discussed herein. This report recommends utilizing the TAZ-based population projections for purposes of estimating future potable water demands.

5.3.2. Bureau of Economic and Business Research Data

The University of Florida Bureau of Economic and Business Research (BEBR) provides annual population estimates and projections for the state of Florida and its local jurisdictions. BEBR uses the housing unit method, which encompasses a wide variety of data sources including occupied housing units, number of active electric utility meters, building permits, and the estimated average population per household. Historically, the BEBR population estimates have tended to overestimate population growth in a growing housing market. For example, a speculative boom during the 2002-2006 timeframe resulted in a 2006 spike in the BEBR population estimates for Tallahassee and Leon County during the applicable planning period. After 2006, the estimates dropped significantly, and from 2012 through 2014 the estimates have stabilized and are remaining consistent. The 2014 BEBR population estimates and 2015-2035 projections are attached in Appendix B. A comparison of the BEBR 2015-2035 projections during years 2010-2014 is provided in Table 5-3.

Table 5-3
Comparison of Recent 2035 Population by BEBR (2010-2014)

Year	BEBR Population Projection				
	2010	2011	2012	2013	2014
2015	284,900	286,600	283,200	284,800	283,200
2020	297,600	300,000	296,200	298,400	296,800
2025	309,900	313,000	308,700	311,100	309,400
2030	321,200	324,900	320,300	322,900	321,100
2035	331,400	335,600	331,100	332,700	332,200

Source: University of Florida Bureau of Economic and Business Research (2010-2014).
Note: These projections produced by BEBR are for Leon County, not just the USA. They are informational to show the variation in the 2010-2014 projections.

As discussed above, it should be noted that the 2007 BEBR data provided the baseline data for the projections contained in the TAZ-based population projections for the USA. These projections were on the front end of the significant increase in population estimates due to the housing boom. The 2014 projection for the year 2035 is 332,200 compared with the 2010 projection of 331,400 - a difference of only 800, which is statistically irrelevant. The projections for the year 2035 (Table 5-3) ranged from 331,100 on the low side to 335,600 on the high side, a difference of 4,500. This indicates that population projections have been relatively constant over the past five years.

5.3.3. Census Tract Data

A census tract is a geographic region defined for the purpose of taking the census. In most circumstances, these coincide with the boundaries of cities and towns in urban areas. In unincorporated areas, they can be arbitrary except for coinciding with political lines. Census tracts are subdivided into block groups or census blocks. Leon County contains 68 total census tracts. Attached in Appendix C is a map reflecting population growth by census tract from 2010-2014 (*TLCPD*). The observations as to the nature and extent of growth provide insight into what can be expected in the areas of the USA during the planning period for this project (2035). Table 5-4 provides the total population of Leon County and the population inside the USA for the past five census years as well population projections. The most recent census data was collected in 2010.

Table 5-4
Comparison of Recent Census-Based Population Projections

Year	Population Inside USA	Percent of Population Inside USA	Total Population
1970 CENSUS	96,861	94.0%	103,047
1980 CENSUS	135,047	90.8%	148,655
1990 CENSUS	170,527	88.6%	192,493
2000 CENSUS	208,432	87.0%	239,452
2010 CENSUS	242,388	87.9%	275,487
2015 PROJECTION	249,216	88.0%	283,200
2020 PROJECTION	261,184	88.0%	296,800
2025 PROJECTION	272,272	88.0%	309,400
2030 PROJECTION	282,568	88.0%	321,100
2035 PROJECTION	292,336	88.0%	332,200

Source: Tallahassee-Leon County Planning Department, 1970-2010, TLCPD estimates based on U.S Bureau of the Census data; 2008-2035, Capital region Transportation Planning Agency, Long Range Transportation Plan.

Note: This table provides a comparison of the trend in census population estimates to BEBR data. The population projections for the years 2015 and 2035 were modified to match the most recent 2014 BEBR population projections i.e. the BEBR total population projections were used for years 2015 thru 2035, % of population inside the USA has been determined by TLCPD.

An additional illustrative resource is the map attached in Appendix C, which depicts the existing distribution system overlaid on the Census Tract map for Leon County.

5.4. Recommended Population Projection Method

The purpose of this section is to discuss the relative strengths and weaknesses of the various population projection methods. This section also considers specific current and anticipated areas of growth within the USA and outside the USA. Future water demand projections are presented based on the analysis of the various population projection methods and anticipated growth within the USA.

It should be noted that the City provides potable water outside the limits of the USA. However, City staff has indicated that water users located outside the USA and into neighboring Wakulla County account for only 1-2 percent of the total water used by the system. The demand from areas outside the USA is included in total flow numbers reported by the NWFWMD.

Historically, TLCPD staff and consultants have used three sources of population data - TAZ, BEBR, and the Census - to develop population estimates and projections. In many cases these data are blended in an effort to accurately model actual conditions. Analysis of the data, modeling, and discussions with planning staff resulted in the following observations:

- Census data are the backbone of the population projections.
- The current TAZ data utilize the 2010 Census information and 2007-2013 BEBR estimate as its baseline.
- The TAZ data are regularly updated to reflect actual development and development in the planning stage. Although subjective, these updates reflect planning staff's best judgment as to the realization of certain development.
- The BEBR data have been quite consistent over the past five years. Historically however, the BEBR data have not shown a consistent trend in predicting future growth with respect to periods of boom/bust in the housing market.
- From 1970 to 2000, the population in Leon County as reflected by Census Data increased at a noticeably steady rate (Table 5-5). The rate of population growth decreased by 23% over the most recent Census period. Note that this table includes population outside of the USA.
- A comparison of the most recent (2014) TAZ (Table 5-6) and BEBR (Table 5-7) projections reflects similar population growth trends to Census data. Again, note these tables include population outside of the USA.

Table 5-5
Estimated 10-Year Population Growth Rates Using U.S. Census Data

Census Years	Year 1	Year 10	Population Increase
1970-1980	103,047	148,655	45,608
1980-1990	148,655	192,493	43,838
1990-2000	192,493	239,452	46,959
2000-2010	239,452	275,487	36,035

Source: U.S. Census Bureau (2010)

Table 5-6
Projected 10-Year Population Growth Rates Based on TAZ Data

Census Years	TAZ Year 1	TAZ Year 10	Population Increase
2010-2020	275,487	301,376	25,889
2020-2030	301,376	323,980	22,604
2030-2035*	323,980	334,954	10,974

Source: City of Tallahassee, Master Sewer Plan Phase 2 Population and Wastewater Flow Projection, Hatch Mott MacDonald (2014)
**Population increase is only for a 5 year period*
Note: Population for TAZ Year 1 (2010) is the 2010 Census Population.

Table 5-7
Projected 10-Year Population Growth Rates Based on BEBR Data

Census Years	BEBR Year 1	BEBR Year 10	Population Increase
2010-2020	275,487	296,800	21,313
2020-2030	296,800	321,100	24,300
2030-2040	321,100	341,600	20,500

Source: University of Florida, Bureau of Economic and Business Research (2014)
Note: Population for BEBR Year 1 (2010) is the 2010 Census Population.

Based on the quantitative analysis presented in Table 5-5 through 5-7, the most recent TAZ projections that are to be used by HMM for the 2014 City of Tallahassee Sewer Master Plan more closely track the historic trend in census data than the 2014 BEBR projections. Additionally, BEBR projections only estimate the total Leon County population, not the USA. There is also to be a consistency between the Water and Sewer Master Plans for planning purposes. Consequently, the 2014 TAZ-based population projections are recommended for purposes of projecting water demand.

5.5. Planned Development and Future Demand in the Urban Service Area

The TLCPD maintains a list of major planned and proposed developments inside the USA. A map prepared by TLCPD showing the location of these developments is attached as Appendix D. A breakdown of the units anticipated from these developments and their associated future maximum day (based on LOS of 160 gpcd or 401 gpd per unit) and average day (based on 100 gpcd or 251 gpd per unit) is provided in Table 5-8.

Table 5-8
Summary of Major Planned Developments in the USA and Associated Future Water Demand

Name of Development	Number of Units	Future Annual Average Day (MGD)	Future Maximum Day (MGD)
Bull Run	471	0.12	0.19
Canopy PUD**	1,572	0.39	0.63
English Property PUD** (including VA Hospital)	780	0.23	0.37
Fallschase	1,514	0.38	0.61
Park Place	680	0.17	0.27
Southwood	4,770	1.20	1.92
University Green	404	0.10	0.16
Welaunee Toe-East	1,817	0.46	0.73
TOTAL	**12,008**	**3.05**	**4.88**

Source: Tallahassee-Leon County Planning Department Report on Major Planned Developments in the TLCPD Planning Area.
Note: No units have been attributed to Welaunee North inside the USA (approx. 1,900 acres), or Welaunee outside the USA inside the City (approx. 2,900 acres).
*** Planned unit development*

The TLCPD maintains a database of other major projects (over 40 units) planned inside the USA. These amount to an additional 4,111 (approximately) units inside the USA contained in developments that are ongoing or proposed. A breakdown of these units and their associated future average and maximum day water demand is provided in Table 5-9.

Table 5-9
Additional Planned Development in the TLCPD Planning Area and Associated Demand

Type	SF Detached	Townhouse	Condo	Multi-Family	Total Units	Future Annual Avg Day (MGD)	Future Max Day (MGD)
Proposed	-	-	-	391	391	0.10	0.16
Under review	-	-	-	520	520	0.13	0.21
Approved (in subs/projects not yet started)	-	-	-	839	839	0.21	0.34
Approved (in subs/projects under construction)	-	-	-	-	-	0.0	0.0
Clearing Site	-	-	106	222	328	0.08	0.13
Under Construction	1412	367	-	254	2033	0.51	0.82
Total by Type	**1,412**	**367**	**106**	**2,226**	**4,111**	**1.03**	**1.65**

Source: Tallahassee-Leon County Planning Department Report on Additional Major Projects (over 40 units) Planned in the TLCPD Planning Area.

The numbers in Table 5-9 do not account for system losses and abnormal usage. The system losses have been consistently under the NWFWMD's water use efficiency goal of 10 percent for each of the past 5 years.

A comprehensive map showing the location of major ongoing and proposed projects is attached in Appendix D. This map is included as a visual tool of areas of concentrated growth.

By combining the totals in Table 5-8 and Table 5-9, the TLCPD estimates that the combined number of units coming to the market by 2035 based on existing and proposed projects is 16,119. This translates to an increased annual average day potable water demand of 4.08 MGD and maximum day demand (MDD) of 6.53 MGD through the year 2035.

An estimate of the persons associated with the 16,119 habitable units can be calculated by multiplying the number of units by 2.51 persons per unit for a total of 40,458 persons. Subtracting these persons from the total TAZ projected population growth of

approximately 37,059 people results in approximately 3,400 additional people planned in the planned developments that are not in the current TAZ projections in the USA. The future MDD for these people based on LOS is 0.82 MGD; future average day demand for these persons is 0.51 MGD (based on 150 gpcd). A summary of future demands for the period of 2015-2035 is provided in Table 5-10. It should be noted that the demand projections presented compare reasonably well to the NWFWMD projections provided in Table 4-2.

While the demand projections presented above compare reasonably well to those of the NWFWMD, they differ slightly. The NWFWMD projections are slightly lower than the demand projections included in this report, which are based on more recent population estimates.

Table 5-10
Projected Future Water Demands (2015-2035)

YEAR	Population			Demand (MGD)			
	Total (Inside USA)	Increase	Percentage in Planned Development*	Additional LOS	Cumulative LOS	Additional AAD	Cumulative AAD
2015	247,159	0	--	--	39.55	--	30.53
2020	256,498	9,339	109%	1.49	41.04	0.89	31.42
2025	265,811	9,313	109%	1.49	42.53	0.89	32.31
2030	275,163	9,352	109%	1.50	44.03	0.89	33.20
2035	284,218	9,055	109%	1.45	45.47	0.86	34.06
TOTAL		**37,059**		**5.93**		**3.54**	

Note: The percentage of the population increase in the planned development area is based on the total number of persons (40,458) assumed in planned development as a percentage of the total population growth (37,059). It was assumed that this percentage would hold for each of the five-year planning periods.

5.5.1. Consumptive Use Permit

The NWFWMD is charged with protecting the surrounding water resources. The District issues a CUP as a means to control withdrawal from the Floridian Aquifer. The CUP is provided in Appendix E. The City's current permitted withdrawal quantities are as follows:

- Combined average annual withdrawal of 33,700,000 gpd
- Maximum combined withdrawal of 61,500,000 gallons during a single day
- Combined monthly withdrawal of 1,470,000,000 gallons.

Based on the projections in Table 5-10, the anticipated 2035 AAD of 34.06 MGD is greater than the City's existing permitted annual average withdrawal of 33.7 MGD by 0.36 MGD. However, the projected 2035 MDD of 51.09 MGD is less than the permitted maximum day withdrawal of 61.5 MGD. The City's current CUP expires July 1, 2016. Based on the projections, it may be necessary to modify the CUP annual average day capacities towards the end of the Planning Period. This will be assessed with additional updates to the water demand projections using new population trend data. The City plans to request a 20-year permit renewal when their current CUP expires.

5.5.2. Target Water Service Areas

The Water and Sewer Agreement between the City and Leon County established three "Target Areas" in the USA which are in need of water and/or sewer service: Woodville Community, Centerville Trace Subdivision, and Harbinwood Subdivision.

Woodville receives a portion of its water supply from the City, but discharges no wastewater to the City. Centerville Trace receives all of its water supply from the City, but similarly discharges no wastewater. Finally, Harbinwood neither receives City water, nor discharges wastewater to the City. Per the Comprehensive Plan, the City must plan to provide water to the Target Areas. Because these areas are located within the existing City USA, the Target Areas are already included in the population projections, as well as the demand projections and were included in the modeling efforts as both current and future demands. Although Harbinwood currently receives water from Talquin, it was included in the model as current and future demand to cover the possibility that Talquin may, in the future, desire to abandon its potable water and distribution systems for Harbinwood in favor of connecting to the City's system. The water demand projections presented herein reflect the future addition of these areas to the City's water system.

5.5.3. Anticipated Direction of Planned Development

Over the past 30 years, the northeast (NE) quadrant of the City has seen the most growth. This has begun shifting to the Southeast (SE) since 2000 due to Southwood and the Southside developments - both DRI. The Comprehensive Plan tends to indicate that this trend of growth will continue, however the NE is growing significantly as well. The urban fringe land use category is found predominantly in the SE quadrant of the County. These are areas designated for expansion of the USA and future urban style growth. The NE is constrained to some extent by current land use designations. A copy of the Future Land Use Map is attached in Appendix F.

Particularly informative is the *Population Accommodation and the USA* figure in Appendix D, which reflects that the three (3) major projects that will continue to drive development in the SE quadrant of the USA: the Southwood, Fallschase and English

Property PUD. Together these account for 58.8% of the major planned development growth anticipated to occur in the County. There is also significant growth occurring in the NE quadrant, with three (3) major projects, Bull Run, Canopy PUD, and Welaunee Toe-East, that will account for 32.5% of the major planned development growth.

Another indicator of growth in the NE quadrant of the City can be observed by the roadway projects planned for each approximate quadrant of the City. The TLCPD divides the County into 'Significant Benefit Zones" for purposes of roadway improvement projects. These zones align roughly with the quadrants of the City. A map prepared by TLCPD staff describing these projects and delineating the zones is attached as Appendix G. Table 5-11 is a summary of anticipated cost of the planned roadway projects.

Table 5-11
Anticipated Cost of Roadway Projects by City Quadrant

Significant Benefit Zone	I (Northeast)	II (Southeast)	III (Southwest)	IV (Northwest)
Total Estimated Cost of Roadway Projects	$79.3 million	$69.9 million	$71.6 million	$70.6 million

Source: Tallahassee-Leon County Planning Department, "Significant Benefit Zones" anticipated roadway projects and funding.

The data indicates that the more money will be spent on major roadway improvements in Zone I (the approximate NE zone) of the City than any other. This provides an additional insight as to direction of growth.

8. Future Expansion Alternatives

The performance of the existing system during 2015 maximum day conditions was analyzed using the calibrated model. The performance criteria used for the analysis were based on industry standards for acceptable pressures and velocities (Recommended Standards for Water Works, Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, 2003; Distribution System Requirements for Fire Protection, AWWA Manual M31, 1998; Distribution Network Analysis for Water Utilities, AWWA Manual M32, 1989; Advanced Water Distribution Modeling and Management, Haested Methods et al, 2003). The criteria are summarized in Table 8-1.

Table 8-1
Summary of System Performance Criteria for Maximum Day Demand

Item	Performance Criteria
Velocity	5 fps* maximum
Normal Operating Pressure	40 psi minimum
Fire Flow Pressure	20 psi minimum

**feet per second*

In general, it is recommended that pipe pressures not exceed 100 psi due the increased risk of pipe failure. However, pressures can sometimes exceed 100 psi in the Tallahassee distribution system especially in the low lying areas. The variability of the terrain, including steep slopes and rolling hills, prevent Tallahassee from maintaining pressures below the 100 psi guideline.

8.1. 2015 Maximum Day Demand Analysis

The MDD Analysis was performed using the calibrated model with base demands set to the average consumption in 2013 multiplied by 1.021 and a global multiplier set to 1.0 (Table 6-4). Pump status (on/off) was controlled by either the tank level or timed operation, depending on a specific pump's current operating protocol. The pressure reducing valve (PRV) from the main system to the southern portion of the system was set at 61.5 psi. An extended period simulation of 24-hours was run for this analysis.

The results of the analysis show that the system has very few areas of concern in regard to excessive pipe velocities on the maximum day (see Appendix L). The 12-inch distribution main running west along Santa Anita, the 4-inch main along Dark Star Trail, and the 12-inch main running along Centerville directly downstream of Well 29 showed

velocities over 5 fps. These velocities only occur when Well 29 is operating; the velocities are not expected to increase with future demands as the flowrate from Well 29 is relatively constant. To decrease the velocities, the mains would need to be increased to larger than 16-inch diameter pipe; a 16-inch pipe results in velocities just slightly above 5 fps. Since the velocities will not increase due to future demands, increasing the pipe diameter is a maintenance consideration and does not impede future growth.

The 12-inch piping near Old Bainbridge Road connected to Well 26, see Appendix K, showed velocities over 5 fps. Increasing the size of these connecting pipes to at least 16-inch diameter results in velocities around 3.7 fps, which is within the 2-5 fps standard, and would decrease the head loss through this segment. This is a potential future project, considering that the well runs at least 6 days a week.

The 16-inch piping near Raymond Diehl Road, connected to Well 16, showed velocities over 5 fps. Increasing the size of this connecting pipe to at least 24-inch diameter results in velocities around 2.3 fps, which is within the 2-5 fps standard, and would decrease system head loss. Operation of Well 16 is controlled based on the levels of Tanks 3, 6, 7 and 8. The required reliability of this well makes this a potential future project.

A few other areas identified in the 2015 maximum day analysis did not meet the performance criteria stated above. A few of the junctions in the south-western portion of the system have pressures that exceed 120 psi. This is due to the large elevation drop on that side of the City. This is an occurrence that is difficult to control, and should be monitored, but also does not impede future growth in the system.

An analysis of the minimum system pressures during a MDD found that the lowest pressure was 41 psi, but the majority of the pressures remained above 50 psi. These pressures are within a normal system operating pressure range.

During the development of the 2010 WMPU, the City expressed concern about pressure in the north portion of the system around Tank 8, and about the lack of "looping" to the southern portion of the system. The system was analyzed for MDD and did not indicate low pressures in the northern portion; nearly all of the minimum pressures were above 50 psi. The MDD scenarios did not show a need for additional pressure or wells in the northern portion of the system.

The City has since determined that the low pressure concerns in the northern portion of the service area are attributed to the higher than normal demand patterns of larger homes/properties during extended periods of dry weather, in combination with the added

pressure loss associated with irrigation system backflow preventers, and are typically limited to areas located at the highest elevations.

Generally, it is good practice to loop as much of the system as possible for water quality and to avoid losing water to customers due to a main break, but the scenarios that were modeled did not indicate a pressure or velocity reason for a redundant, "looping", pipe for the southern portion of the system.

8.2. Future System Analyses

For the future system analysis, new demands in areas where growth is projected were added to the model under a separate demand category. Utilizing this methodology, the MDD for the system is anticipated to be 50.8 MGD in 2035. A breakdown of the modeled demands by year is presented in Table 8-2. The demands associated with specific new developments were applied to nodes representative of those developments, while the remaining increase in demand was applied evenly across the existing demand nodes.

Table 8-2
Projected Future Water Demands (2015-2035)

YEAR	Cumulative Demand (MGD)	
	Average Day Demand	Max Day Demand
2015	25.24	37.85
2020	28.17	42.38
2025	29.88	45.70
2030	31.46	48.88
2035	31.77	50.78

For the 2020 to 2035 scenarios, Options 1 and 2, planned water projects currently included in the City's CIP were added to the model, the results are provided in Appendices M, N, O, and P. No additional transmission mains were required to meet future customer demands. The well flowrates are relatively constant and are not dependent upon future demands; therefore the tank levels were used to determine the need for future improvements.

The controls, based on tank elevations, were updated for each scenario to ensure the tank levels remained between the high and low standard operating levels. The existing infrastructure, along with the current CIP planned improvements, was sufficient to meet the 2015 scenario demands. However, the 2020 scenario required a new tank in the vicinity of Tank 5.

The previous WMPU, completed in 2010, modeled an additional tank near Tank 5. This two-tank configuration would require more complex operational control strategies. In the future model scenarios analyzed in the current 2015 WMPU, Tank 5 Options were analyzed to see which option was feasible moving forward. The Option 1 scenario included replacing the current tank with (1) 1 million gallon tank in a location that the City chose and demolishing the current Tank 5. The Option 2 scenario included keeping the current Tank 5 and adding an additional tank in the location the City chose. For both options there would need to be control changes required for the tank and Wells 23 and 26. The option to replace the current tank with a new tank at the same location of Tank 5 was not possible due to the operational issues of flooding in the area when the Tank is taken down for maintenance. The tank is in a residential area and shares a driveway with a homeowner that has flooding issues into their yard when the tank is taken down.

For the purposes of the Water Master Plan Update, a decision whether to construct (1) 1 million gallon tank or utilize the existing tank and add a new 500,000 gallon tank will be made after property is acquired and before design is started by the City.

Currently Well 26 operates for the majority of the time with supplemental operation from Well 23. For both tank Options, because the new tank is a more central location to Well 23 and 26 and the increased flow needed for twice the capacity (1 million gallons total), both Wells would be required. Currently the Wells operate dependent of each other, the modeled scenarios displayed that, if the Wells operated independent of each other and by tank level for the current Tank 5 and new tank, the Wells would have adequate capacity for the increased tank size.

If the City desires to maintain current operations of Well 23 and Well 26, they can replace approximately 3.5 miles of 6-, 8-, and 10-inch pipe through the downtown area with 12-inch pipe to allow flow from the east to the west. A map showing the piping improvement option is presented in Appendix K.

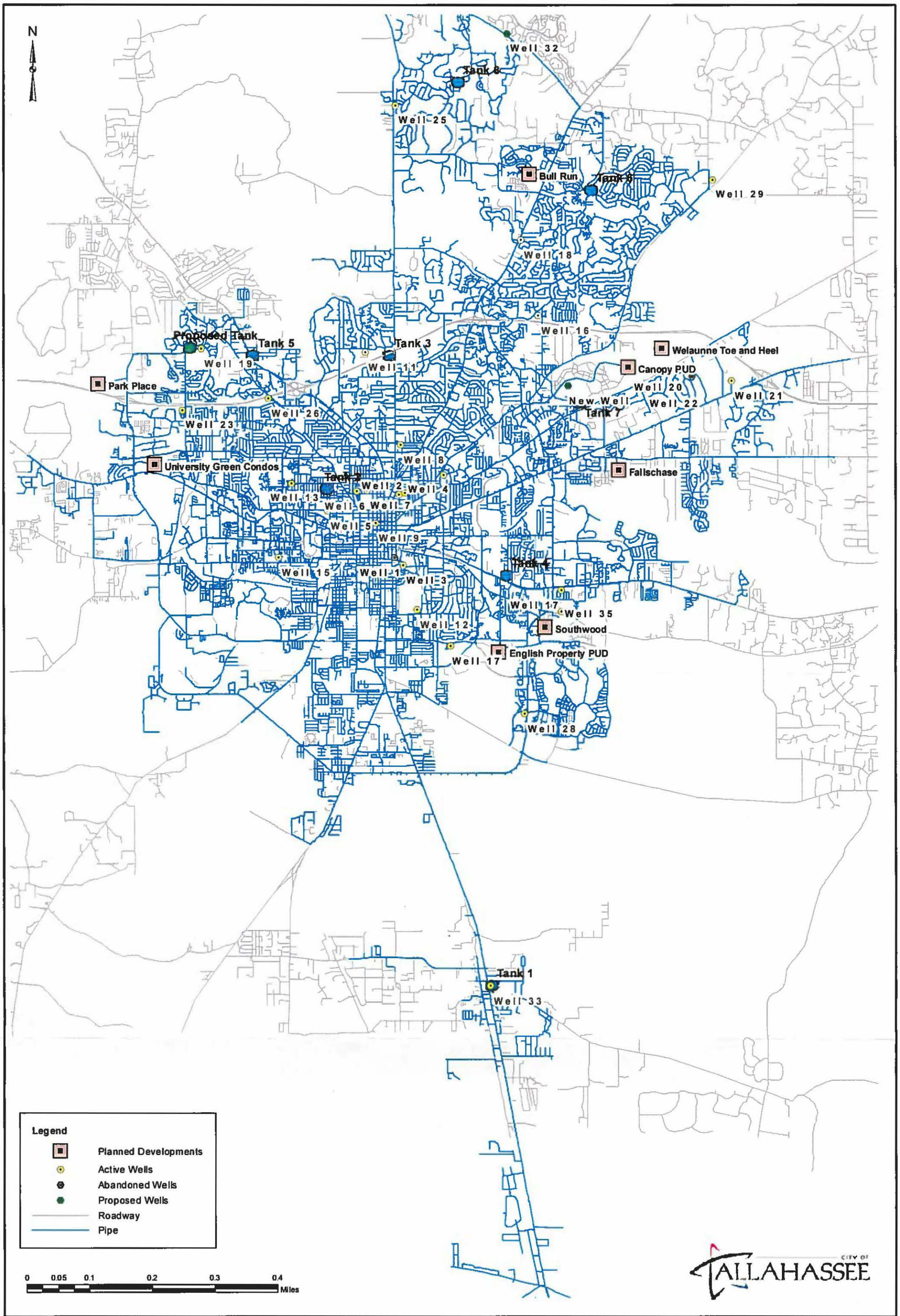
Tank 5 is supplied by Wells 23 and 26. Both wells are known to have elevated iron and manganese concentrations. The City installed greensand filters and rehabilitated Well 26 in 2007 and is in the process of developing a strategy to control iron and manganese at Well 23. Well 23 has been off-line since approximately September of 2013. This well typically rotates operation with Well 26 to supply Tank 5.

A new 2,500 gpm well in the vicinity of Tank 7 was also found to be required for the planning periods after 2020. This proposed well, also referred to as the Welaunee Well, is

also already accounted for in the CIP, and the exact location of the well will be dependent upon land available for the City to purchase or obtain an easement. See Figure 8-1 for potential location of the new well. The location of the proposed well is within the portion of the City's wellfield with high water quality and additional treatment requirements are not expected. The model should be updated with potential locations for confirmation of system performance. In addition to the 2025 improvements, the 2030 and 2035 scenarios only required adjusting the well controls to meet future demands.

In the 2035 scenario, the pipe velocities are below 5 fps with the exception of the pipes from Well 29. The lowest pressure is 40 psi while the majority of system pressures are still above 50 psi. The number of junctions with pressure above 120 psi has increased, as shown in Appendix P, due to the significant elevation changes in portions of the City's distribution system, and should be monitored in the future.

The results for the current and future scenarios (Options 1 and 2) are located in Appendix L through P.



ARCADIS	CITY OF TALLAHASSEE TALLAHASSEE, FLORIDA WATER MASTER PLAN UPDATE	FIGURE 8-1 PROPOSED NEW WELL LOCATIONS	ARCADIS AUGUST 2015

8.3. System Improvements Related to Specific Developments

The known planned developments, also shown in Figure 8-1, include eight large developments; English Property PUD, Bull Run, Southwood, Fallschase, University Green Condominiums, Welaunee Toe and Heel, Canopy PUD, and Park Place.

The future demands for English Property PUD and Southwood will be supplemented by the use of the constructed, but not yet utilized, Well 32. No additional wells or tanks are required to meet the future demands of these developments.

The addition of the new tank near Tank 5 will be required before 2020, when the combined total population of Park Place and University Green Condominiums reaches 875.

The addition of the new Welaunee Well located in the vicinity of Tank 7 (in the Welaunee and Toe development area) is anticipated to be required before 2025 to provide adequate flow to Tanks 7 and 8, when the total population of Fallschase, Bull Run, Canopy PUD and Welaunee Toe and Heel reaches 12,481.

8.4. Target Areas

The Water and Sewer Agreement between the City and Leon County established three target areas which are in need of water and/or sewer service: Woodville Community, Centerville Trace Subdivision, and Harbinwood Subdivision.

The existing and projected populations for these target areas are included in the USA population estimates in Section 5. Therefore the water demand projections reflect the addition of these areas to the City's water system. The populations of the Harbinwood, Centerville Trace, and Woodville target areas were included in the modeling effort as both current and future demands. Although Harbinwood currently receives water from Talquin, it was included in the model as current and future demand to cover the possibility that Talquin may, in the future, desire to abandon its potable water and distribution systems in favor of connecting to the City's system. These areas are already within the existing City water service area which is indicated in Appendix Q.

8.5. Areas of Concern

In addition to the target areas discussed previously, the City has four areas of concern;

1. Well 35 / Southwood DRI – The Southwood development, located in the southeast quadrant of the system, is in the middle of construction. The size/water demand of the development required a new production well in the vicinity. That well, Well 35, has already been designed and constructed. This well is required for future growth and shall be utilized when the population warrants the need for it.

2. Northwest Tallahassee reported pressure problems – The City has received complaints from residents in the Northwest portion of the system regarding low pressures at the residences. The City hired Chastain Skillman before the last WMPU in 2010 to study the area and provide a report with recommendations. The study found that the normal hydrant pressures at the test locations were between 47 and 102 psi, which is consistent with the master plan model results. They determined that the low pressures were due to pressure drop in the service lateral between the street and the houses. The results of the Master Plan are consistent with Chastain Skillman's report and do not alter any of their recommendations.

3. Woodville – The concern regarding the Woodville area is both low fire flow pressures and reliability due to one pipe connecting to the rest of the system. Increased looping can aid in fire flow scenarios by connecting a new pipe to the existing system at Oak Ridge Rd. and continuing the pipe north towards the intersection of Wakulla Springs Rd and Crawfordville Rd and connecting to the system again. This looping option would consist of approximately 18,000 ft (3.5 miles) of 10 to 12-inch pipe, and would require an additional PRV on the pipe to reduce the pressures to the southern portion of the system. While this option will help with fire flows, the City should also consider Inter-City agreements with St. Marks to provide water in case of a large fire in the area.

4. Welaunee Development – There are three Welaunee Developments: Toe, Heel and North. The Toe and Heel are included in the future demands and require a new well to sustain their populations. Welaunee North is not projected to be built within the next 20 years and was not included; however, the addition of the Welaunee North development might require an additional well.

5. Downtown – The infrastructure in the downtown area is some of the oldest in the City's system, much of it is 40+ years old. Many of the valves in this area do not operate correctly. This area of concern is discussed in more depth in Section 9.

The Highway 90 West concern presented in the 2010 Water Master Plan Update has since been removed as an area of concern. The level of service in fire flow protection for those areas currently accessible to City water is acceptable for the current land use and is minimally improved with the proposed water system improvements identified by the previous capital improvement project. Of the 1.5 miles of proposed water system improvements, 1.2 miles lie within and/or adjacent to an existing Talquin Electric Coop (TEC) water service area. Of the 1.2 miles, 0.8 miles are along S.R. 20 and are currently served by the TEC water system with fire protection. The properties adjacent to the remaining 0.3 miles along Barineai Road south of Jordan Pass Drive are mostly undeveloped large parcels. As such, the opportunity for additional demand on this proposed water main extension is minimal, which will lead to future water quality

problems and maintenance cost above and beyond those which are normally expected with the routine operation of a water system.

Well 32 – The City's operations staff expressed concern during the 2010 WMPU regarding the redundancy of supply in the northern portion of the system in the vicinity of Well 25. Various scenarios were modeled and as a result a new Well (Well 32) was since designed and construction is in progress in the northern portion of the system.

Chason Woods – In the 2010 WMPU, the Chason Woods development was thought to potentially add 350-540 units to the Woodville area. This property has since been purchased by the State and will no longer be developed. As a result, there will be no additional demand in this area of the water distribution and it has been removed from the future modeling scenarios.

8.6. Fire Flow Analysis

In the United States, community fire protection infrastructure (water distribution network) is audited and rated by the Insurance Service Office (ISO) using the *Fire Protection Rating System* (ISO, 2008). Although the actual water needed to fight a fire depends on the structure and the fire itself, ISO has developed a method to determine a *Needed Fire Flow* that must be maintained in a system without allowing system pressure to drop below 20 psi in any part of the system. According to ISO, the minimum needed fire flow for any structure is not less than 500 gpm and the maximum for any building requiring public fire suppression is no more than 3,500 gpm. Although some large industrial users may need up to 12,000 gpm for fire protection, anything beyond 3,500 gpm requires individual property fire suppression. For fires requiring 2,500 gpm or less, ISO maintains that system must be designed for 2-hour fire duration. For fires requiring 3,000 - 3,500 gpm or more, 3-hour fire duration is recommended.

As part of the 2015 WMPU, an analysis was performed on the available flow from every node in the model while maintaining a minimum pressure of 20 psi using the fire flow module in Infowater. This was performed using a 3-hour fire duration. Results for every planning horizon from 2015 through 2035, Options 1 and 2, are presented in Appendix R. Like the 2010 analysis, the majority of the potential problem areas where 500 gpm could not be achieved appeared on model nodes located along pipes with diameters of less than 4-inches that were intended to provide fire protection. As a result of this, and because pipes with a diameter 4-inch and smaller do not provide fire flow to the system, the nodes that represented flow on pipes 4-inch and smaller were removed from the fire flow analysis and the Fire flow figures in Appendix R. To maintain acceptable limits on pipe velocities (slightly higher than 5 fps is acceptable under a short duration fire event), the minimum pipe diameters needed for various fire flow rates were presented and are in

Table 8-3. The City has implemented a programmed approach to replace all system piping smaller than 6-inches in diameter having a service connection.

Table 8-3
Minimum Pipe Diameters Required to Provide Fire Flow

Fire Flow Rate	Minimum Diameter Required	Resultant Velocity
500 gpm	6 inches	5.67 fps
1000 gpm	8 inches	6.4 fps
1,500 gpm	10 inches	6.12 fps
2,500 gpm	14 inches	5.2 fps
3,500 gpm	16 inches	5.58 fps

Areas of concern include the southern portion of the distribution system which appears to have limited fire protection capabilities because service to this area comes primarily through a PRV from a higher elevation. It is recommended that this PRV is not relied upon for fire protection. For this area, the City could consider adjusting the controls at Well 33 to turn a pump on when minor pressure drops (5-10 psi) are experienced. Considering the capacity of this pump, fire protection of up to 500 gpm can be provided by this well. Looping of pipes in this area would improve the fire flow in this area and is the primary recommendation for addressing the fire protection needs in the Woodville community. Additional alternatives to aid this area of the system also include 1) an additional well and pump station constructed to supply the very southern end of the system in an emergency situation; 2) construction of an additional elevated storage tank to augment emergency system pressures and fire flow; 3) installation of individual PRVs at affected home residences. For both Options 1 and 2, there are similar Fire Flow results, with the only major concern in the south Woodville area.

10. Conclusions, Recommendations and Capital Improvement Plan

10.1. Conclusions

The majority of the improvements identified in this WMPU are driven by water demand, fire flow, renewal and replacement of infrastructure, and future growth; as such, the timing of many of these improvements is ultimately driven by when specific projects are actually required. The CIP presented is intended to serve as a budgeting tool. The City will need to monitor growth and other project-specific factors to adjust the CIP schedule as appropriate. For example, growth in one development may occur more quickly than projected, and as such, certain improvements may need to happen sooner than indicated. On the other hand, growth may not occur as quickly as projected, meaning certain projects can be delayed.

10.2. Recommendations

As discussed in Section 5, for consistency with other planning efforts and because TAZ projections have historically been the most representative growth in the Tallahassee area, the population and water demand estimates in this WMPU are based upon TAZ projections. A summary of projected future population and water demands for the period of 2015-2035 is provided in Table 10-1.

Table 10-1
Population and Water Demand Projection (2015-2035)

YEAR	Population			Demand (MGD)			
	Total (Inside USA)	Increase	Percentage in Planned Development*	Additional LOS	Cumulative LOS	Additional AAD	Cumulative AAD
2015	247,159	0	--	--	39.55	--	30.53
2020	256,498	9,339	109%	1.49	41.04	0.89	31.42
2025	265,811	9,313	109%	1.49	42.53	0.89	32.31
2030	275,163	9,352	109%	1.50	44.03	0.89	33.20
2035	284,218	9,055	109%	1.45	45.47	0.86	34.06
TOTAL		**37,059**		**5.93**		**3.54**	

**The percentage of the population increase in the planned development area is based on the total number of persons (40,458) assumed in planned development as a percentage of the total population growth (37,059). It was assumed that this percentage would hold for each of the five-year planning periods.*

The City's hydraulic model was calibrated and utilized to assess future system MDD scenarios over the planning period. This effort provided many insights into the future operation of the City's distribution system, including spatial information on system demands, velocities, and pressures. This tool was important in the identification of several recommended capital projects to be implemented over the coming years. The model will also serve to enable the City to effectively evaluate distribution system operation and improvements in a real-time manner, as required in the future.

10.2.1. Future Capacity Growth Improvements

Projected future demand will result in the need for some improvements to the water system to ensure that future demands of the City's service area are able to be supplied. Based on a detailed review of the system and projected water demands from 2015-2035, the following are recommended:

- Prior to 2025, design and install a new 2,500 gallon per minute water supply well in the eastern portion of the City's service area (to be called Welaunee Supply Well, and located in the vicinity of Tank 7).

- Continued monitoring of existing supply well production capabilities and on-going well rehabilitation. This will not be a capital improvements option, the funds for this will come out of the yearly operating budget.

10.2.2. Target Areas/Operational Improvements/Fire Flow Improvements

Improvements associated with increased system operational efficiencies, ongoing infrastructure maintenance activities, and service area pressure and velocity upgrades are recommended. The Areas of Concern and results of the future MDD modeling and fire flow analysis produced a need for additional relatively minor improvements to the water system. The following improvements are recommended:

- Continue the Downtown Water Infrastructure Replacement Plan improvements.
- Beginning FY 2016, design and construct either a new 1 million gallon storage tank and demolish Tank 5, or construct a new 500,000 gallon tank and retain Tank 5, in the northwest quadrant of the system (in the vicinity of Tank 5). This proposed improvement was originally projected to be needed in FY2024 in the 2010 WMPU based on future growth projections. Recent operational changes and fire flow testing under the current operational strategy have revealed that additional storage capacity is needed for fire protection as soon as practical. As such, the funding to construct the new tank should be released in FY2016, not FY2024.
- In FY 2016, rehabilitate and construct a treatment system at Well 23.
- Replace 350 LF of 12-inch piping near Old Bainbridge Road with 16-inch piping (connected to Well 26).
- Replace 250 LF of 16-inch piping near Raymond Diehl Road with 24-inch pipe (connected to Well 16).
- Continue the Minor Line Extensions and Upgrades Project, which is a system-wide project that targets undersized mains, mains with recurring maintenance problems, and main extensions into unserved areas (including the 6 and 12-inch piping along Santa Anita and Buck Lake Road that is connected to Well 29, for example).
- East-West 12-inch Water Main Replacement, which includes replacing 3.5 miles of existing 6-, 8-, and 10-inch piping running east to west along Mahan and Call, on either side of downtown with 12-inch mains to allow for flow from the east to the west downtown. This is not a required capital improvement, but shall be implemented depending on available funds.

10.3. Capital Improvement Plan

10.3.1. Cost Estimates

Opinions of probable construction cost were developed for the distribution system capital projects. Capital project costs include equipment, labor, materials, installation, contingencies, and incidentals.

The compiled capital project costs are consistent with an Association for the Advancement of Cost Engineering Class 4 estimate, where the project definition is between 1% and 15% and engineering design is 1% to 5% complete. The typical purpose of this level of estimate is for conceptual studies or feasibility evaluations. These estimates are primarily stochastic in nature (i.e., they are based on inferred or statistical relationships between similar projects and/or equipment quotes with additional factors applied). Class 4 estimates are generally prepared based on limited information and thus they have a wide accuracy range, typically -15 to +30%. These estimates can successfully be used by owners for budget estimating purposes. Costs are presented in Table 10-2, and items are presented in 2015 dollars.

10.3.2. 20-Year CIP Schedule

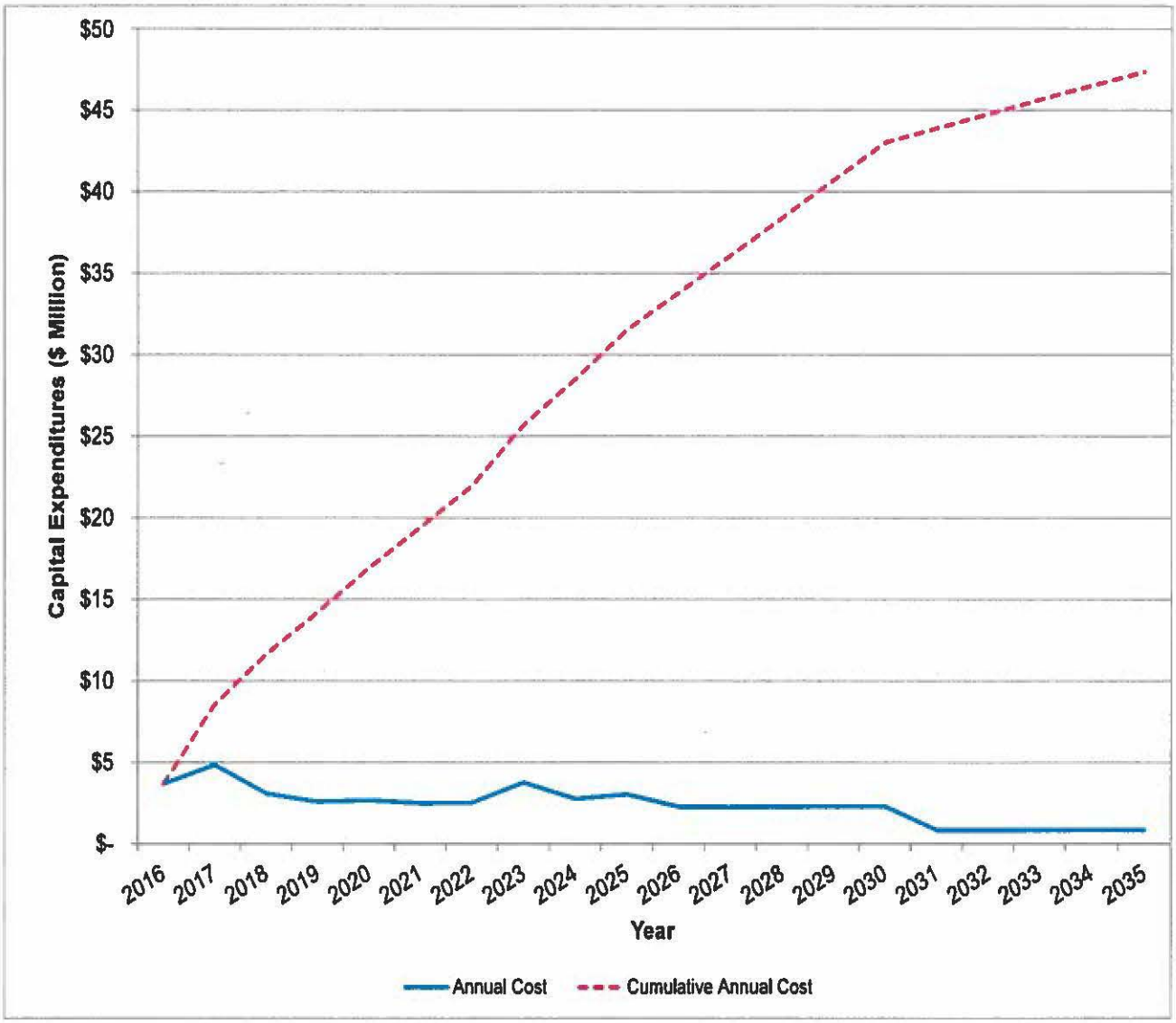
Table 10-2 presents a recommended 20-year CIP. The plan contains needed capacity and operational improvements during the planning period based on analyses summarized in this report. Figure 10-1 shows the annual and cumulative capital expenditures over the 20-year planning period from 2015 through 2035.

The detailed CIP presented in Table 10-2 envisions an investment of $11 million for Downtown Infrastructure replacement. Expansions into other unserved areas, (including the Woodville northern loop) have been included in the CIP, however these expansions would be funded based on financial feasibility, and development trends and needs. It also should be noted that this assumes developers will be responsible for the cost and construction of infrastructure within specific developments.

Table 10-2
Detailed Capital Improvements Schedule

Project ID	Project Description	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	20-Year Total
Capacity Improvements																						
1	Design and Install New Welaunee Well Near Tank #7								$ 1,200,000	$ 1,700,000												$ 2,900,000
2	Pipeline addition for VA Hospital			$ 510,000																		
	Total Capacity Improvements	$ -	$ -	$ 510,000	$ -	$ -	$ -	$ -	$ 1,200,000	$ 1,700,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,410,000
Operational Improvements																						
3	Downtown Infrastructure Replacement	$ 1,070,000	$ 1,135,000	$ 1,600,000	$ 1,600,000	$ 1,700,000	$ 1,200,000	$ 1,200,000	$ 1,500,000													$ 11,005,000
4	Design and Construct New 1 MG Tank (NW to replace Tank #5)	$ 750,000	$ 1,750,000																			$ 2,500,000
5	Well #23 Rehabilitation and Upgrade	$ 1,000,000	$ 1,100,000																			$ 2,100,000
6	Old Bainbridge Rd Line Size Upgrades (connected to Well 26)						$ 220,000															$ 220,000
7	Raymond Diehl Road Line Size Upgrades (connected to Well 16)							$ 250,000														$ 250,000
8	Minor Line Extensions and Upgrades	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 15,000,000
9	East-West 12-Inch Water Main Replacement											$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000						$ 6,000,000
	Total Operational Improvements	$ 3,570,000	$ 4,735,000	$ 2,350,000	$ 2,350,000	$ 2,450,000	$ 2,170,000	$ 2,200,000	$ 2,250,000	$ 750,000	$ 750,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 1,950,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 37,080,000
Areas of Concern/ Fire Flow Improvements (Discretionary Funding)																						
10	Misc. Fire Flow Improvements	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 2,400,000
11	Areas in conjunction with Welaunee Development			$ 120,000	$ 120,000	$ 120,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 210,000	$ 230,000	$ 230,000	$ 230,000						$ 2,520,000
12	Woodville Fire Flow Improvements (Northern Loop)										$ 1,966,403											$ 1,966,403
	Total Concern/Fire Flow Improvements	$ 120,000	$ 120,000	$ 240,000	$ 240,000	$ 240,000	$ 330,000	$ 330,000	$ 330,000	$ 330,000	$ 2,296,403	$ 330,000	$ 330,000	$ 350,000	$ 350,000	$ 350,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 6,886,403
	Total Improvements	$ 3,690,000	$ 4,855,000	$ 3,100,000	$ 2,590,000	$ 2,690,000	$ 2,500,000	$ 2,530,000	$ 3,780,000	$ 2,780,000	$ 3,046,403	$ 2,280,000	$ 2,280,000	$ 2,300,000	$ 2,300,000	$ 2,300,000	$ 870,000	$ 870,000	$ 870,000	$ 870,000	$ 870,000	$ 47,376,403

Figure 10-1: Annual and Cumulative CIP Capital Expenditures



Leon County
Board of County Commissioners

Notes for Agenda Item #15

Leon County
Board of County Commissioners

Cover Sheet for Agenda #15

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a License Agreement with RCL Management, LLC for Right of Way Use for Placement of a Private Convex Mirror on Old St. Augustine Road

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Katherine Burke, P.E., Director, Engineering

Fiscal Impact:

This item has no fiscal impact to the County. The licensee holder assumes all costs for the installation and maintenance of the convex mirror.

Staff Recommendation:

Option #1: Approve the license agreement with RCL Management, LLC for right of way placement of a private convex mirror on Old St. Augustine Road (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:
RCL Management, LLC is the ownership entity for the property located at 1816 Old St. Augustine Road, which is on the north side of Old St. Augustine Road just east of Blair Stone Road (Attachment #2).

The tenant, Coaxis, requested that the County install a convex mirror on the right of way of Old St. Augustine Road to help visibility for its clients and employees to make a left turn onto Old St. Augustine Road. Visibility limitations are due to road curvature, not vegetation.

Engineering does not consider a convex mirror to be a reliable device to enhance visibility. Its fragileness is not conducive to the outside environment where condensation, dirt, grime, breakage, and misalignment could result in failure. Further, a convex mirror is not an approved traffic control device, and as such, the County will not install this type of device for public maintenance.

The request is for a private driveway and the County places responsibility with the individual driveway holder for operation and maintenance of any desired improvements other than vegetation removal in the right of way.

Analysis:
Since the County does not utilize or install convex mirrors, Coaxis requested permission to do so itself.

The County has no current mechanism for regulation of the placement of anything but utilities within the public right of ways. Since there was no ordinance governing the private installation of a convex mirror, the County Attorney prepared a licensing agreement for RCL Management, LLC to install, operate, and maintain a convex mirror in the public right of way on Old St. Augustine.

Key provisions of the agreement include:

1. RCL Management, LLC is solely responsible for the installation and maintenance of the convex mirror and assumes all costs and risks associated with said installation and maintenance.
2. Indemnifies the County.
3. Requires the County be named as additional insured with a minimum coverage of $300,000 per occurrence and $300,000 annual aggregate.
4. Initial term is three years and can be extended for three one-year terms.
5. Agreement can be terminated at the County's sole discretion.

Options:

1. Approve the license agreement with RCL Management, LLC for right of way placement of a private convex mirror on Old St. Augustine Road, and authorize the County Administrator to execute (Attachment #1).
2. Do not approve the license agreement.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. License Agreement
2. Location map

Prepared by:
Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
Leon County Courthouse
301 S. Monroe St., Suite 202
Tallahassee, Florida 32301

LICENSE AGREEMENT FOR RIGHT OF WAY USE

THIS LICENSE AGREEMENT FOR RIGHT OF WAY USE (the or this "License Agreement") is made and entered into the date upon which the last of the parties signs the License Agreement ("Effective Date"), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Tallahassee, FL 32301 (the "County" or "Licensor"), and RCL Management, LLC , whose mailing address is 1816 Old St. Augustine Road(referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, the County is the owner of that certain Right of Way located atSt Augustine Road, Tallahassee, Leon County, Florida and identified by the Leon County Property Appraiser as (legal description) (the "County Property"); and

WHEREAS, Licensor and Licensee wish to establish with this License Agreement a license to allow Licensee to utilize a portion of the Right of Way for the limited purposes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this License Agreement.

2. Licensed Area. The area governed by the terms and conditions set forth in this License Agreement shall comprise that certain area of the Right of Way lying within the boundaries of the delineated area as depicted in Exhibit "A" attached hereto and incorporated herein (the "Licensed Area"). The Licensed Area shall specifically not include any other portions of the Right of Way.

3. Permitted Use. The use of the Licensed Area shall be limited to only the following activities: installation and maintenance of a convex mirror all at Licensee's sole cost and risk.

4. Term of License Agreement. The term of this License Agreement ("Term") shall be for an initial term of three (3) three years commencing on_____ or

_____ _____

until otherwise terminated in accordance with the terms provided herein; provided, however, that this License may be extended for additional one (1) year terms, up to a total of six (6) such

extensions, upon the written agreement of both Parties hereto.

5. License. This License Agreement is a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this License Agreement be construed as conveying any real property interest in the Licensed Area. The loss of any privileges granted by this License Agreement resulting from termination shall not be compensable to Licensee.

6. License Fee. The fee for the license of the Licensed Area shall be Ten Dollars ($10.00), plus any applicable state and local sales tax (collectively, the "License Fee").

7. Payment of License Fees. The License Fee shall be made payable to Licensor and be delivered in person at the Leon County Public Works Department no later than 5:00 p.m. on _____, as coordinated by Licensor's representative, or by such other means as Licensor directs in writing.

8. Amendment. This License Agreement may be amended in whole or in part by Licensor when such action is deemed necessary or desirable to incorporate new terms and conditions as may be required by law, regulation, land management plans, or other management decisions.

9. Existing Rights. This License Agreement is subject to all valid rights and claims of third parties. Licensor shall not be liable to Licensee for the exercise of any such right or claim.

10. License Not Assignable. Neither this License Agreement, nor the License established hereunder, may be assigned by Licensee, nor the Licensed Area sublet in whole or in part, without the prior written consent of Licensor, which consent may be given or withheld in Licensor's reasonablediscretion.

11. Compliance with Laws, Regulations, and Other Legal Requirements. Licensee shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area. Licensee, at Licensee's expense, shall be responsible for obtaining all necessary permits.

12. Maintenance of Licensed Area and Mirror. Licensee, at Licensee's sole expense, shall be responsible for keeping the Licensed Area and mirror in good repair and free and clear of any trash and other such debris during Licensee's Permitted Use. Licensee, at Licensee's sole expense, shall also be responsible for maintaining the Licensed Area in the same or similar condition as existed on the Effective Date of this License Agreement. Licensee shall, no later than three (3) days after the termination of the Term, repair any damage to the Licensed Area resulting from the Licensee's use and remove any personal property (including mirror) at Licensee's sole expense.

13. Risk of Loss. Licensee, its employees, and other authorized individuals using the Licensed Area shall assume all risk of loss to any persons, vehicles, equipment or personal property operated, used, or placed on, or in, the Licensed Area. Furthermore, this License

Agreement is one of licensing in property and is not a bailment. As such, Licensee, its employees, and other authorized individuals using the Licensed Area shall assume responsibility for equipment, vehicles, and personal property. Licensee, as a material part of the consideration to be rendered to Licensor under this License, to the extent permitted by law, hereby waives all claims against Licensor, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Licensed Area or related to Licensees use of the Licensed Area

14. Licensee 's Indemnity. Licensee agrees to indemnify, defend and hold Licensor, its officers, directors, employees, agents, and servants exempt and harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, which claims are threatened or assessed against, levied upon, or collected from, Licensor for damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from, or in connection with, the performance by Licensee, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this License Agreement. However, Licensee shall not be required to indemnify Licensor with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of Licensor or any of the agents or employees of Licensor.

15. Insurance Requirement. Licensee shall, at its sole expense, procure and maintain for the duration of this License Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Licensee, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this License Agreement, in the minimum coverage and amounts as follows:

a. General liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than $300,000 per occurrence and a $300,000 annual aggregate, with Leon County included as an additional insured;

b. Licensee shall, prior to the commencement of Licensee's use of the License Agreement, furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described above.

16. Termination by Licensee. Licensee may terminate this License Agreement for any reason by delivering written notice to Licensor of Licensee's intent to terminate; provided, however, such termination shall not be effective until seven (7) days days after Licensor's receipt of written notice of Licensee's intent to terminate.

17. Termination by Licensor. Licensor may terminate this License Agreement for (i) Licensee's noncompliance with any federal, state, or local laws or regulations; (ii) noncompliance with any of the terms and conditions of this License Agreement; or (iii) Licensee's abandonment of the Licensed Area or failure to otherwise exercise the privileges granted by this License Agreement; a final determination of Licensee's abandonment of the Licensed Area is reserved to Licensor at Licensor's sole discretion; or (iv) any reason deemed by Licensor to be in the public interest.

18. Opportunity to Take Corrective Action. Prior to the Licensor's termination of this License Agreement, Licensor shall provide to Licensee written notice setting forth the reason for such termination and a reasonable period of time, not to exceed seven(7) calendar days, within which Licensee may complete any corrective action deemed necessary by Licensor to prevent such termination.

19. Default; Licensor 's Remedies . In the event of any default by Licensee under this License Agreement, which default continues for seven (7) calendar days after Licensee's receipt of Licensor's written notice of such default, any continued use by Licensee of the Licensed Area shall be considered a trespass by Licensee and Licensor shall have the right under this License Agreement to remove from the License Area any personal property of Licensee, at Licensee's expense. In the event of such removal, Licensee shall hold Licensor harmless from any and all claims of damage as a result of such removal. In addition to Licensor's right of such removal, Licensor shall have any and all other remedies provided by law.

20. Attorney's Fees . In the event Licensee defaults in the performance of any of the covenants, terms, or conditions contained in this License Agreement, and Licensor thereafter places the enforcement of this License Agreement, or any part thereof, or the collection of any fees due or to become due hereunder or recovery of the possession of the Licensed Area, in the hands of an attorney who files suit upon the same and should Licensor prevail in such suit, Licensee agrees to pay Licensor's reasonable attorneys' fees and costs incurred from the time of Licensee's default.

21. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this License Agreement shall be delivered by (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service.

a. Notices to Licensee shall be delivered to the address specified in the introductory paragraph of this License Agreement or as specified in any change of address provided by Licensee in accordance with the terms herein.

b. Notices to Licensor shall be delivered to:

Leon County Public Works Department
Attention: Engineering
2280 Miccosukee Road
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Leon County Courthouse
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular

business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

22. Waivers. All waivers must be in writing and signed by the waiving party. Licensor's failure to enforce any provision of this License Agreement shall not be a waiver and shall not prevent Licensor from enforcing that provision or any other provision of this License Agreement in the future.

23. No Recordation. Licensee shall not record this License Agreement, nor any memorandum thereof, without prior written consent from Licensor.

24. Florida Law. This License Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this License Agreement shall be the 2nd Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

25. Time Is Of The Essence. Time is of the essence of this License Agreement and all provisions contained herein.

26. Riders And Exhibits. All Riders, Addenda and Exhibits attached hereto shall be deemed to be a part of this License Agreement and are hereby incorporated herein.

27. Incorporation of Prior Agreements; Modifications. This License Agreement is the only effective agreement between the parties pertaining to the Licensed Area and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this License Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, Licensee and Licensor have caused this License Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Name: JIM HUNT

Name: Denise Donahue

LICENSEE:

Signature

Print Name: Christopher Rogel

Date: 2-29-16

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

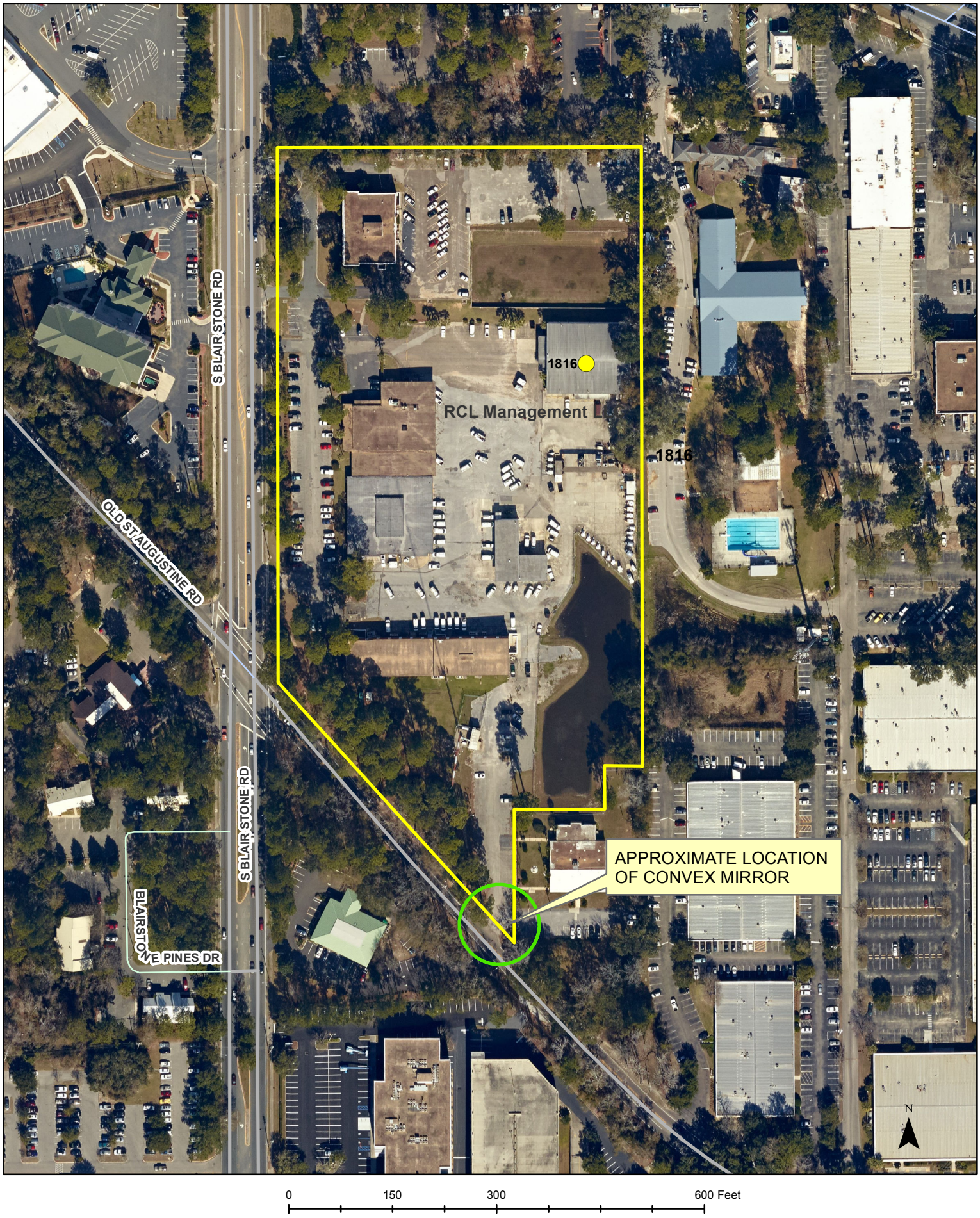
Date: _____

ATTEST:
Bob Inzer
Clerk & Comptroller

By: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney


S BLAIR STONE RD
OLD ST AUGUSTINE RD
S BLAIR STONE RD
BLAIRSTONE PINES DR
1816
RCL Management
1816
APPROXIMATE LOCATION
OF CONVEX MIRROR
N
0
150
300
600 Feet

Leon County
Board of County Commissioners

Notes for Agenda Item #16

Leon County
Board of County Commissioners

Cover Sheet for Agenda #16

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Authorization to Amend the Existing Agreement for Processing of Single-Stream Recycling Services with Marpan Recycling

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Robert Mills, Director, Resource Stewardship

Fiscal Impact:

This item has a current fiscal impact. The proposed amendment authorizes payments of up to a maximum amount of $8,000 per month to Marpan Recycling for the processing of single stream recycling; the current agreement does not contemplate any payments. Existing fund balances are sufficient to support the anticipated payment. The Solid Waste Management budget is annually developed anticipating only 95% of projected revenues will be collected; actual revenue collections are anticipated to be greater and therefore the fund balance is also anticipated to increase.

Staff Recommendation:

Option #1: Authorize the County Administrator to execute an amendment (Attachment #1) to the existing Agreement for Processing of Single-Stream Recycling Service, in a form approved by the County Attorney.

Report and Discussion

Background:
Marpan Recycling has requested the County amend the existing agreement for single stream recycling due to a significant decline in commodities prices and Marpan's actual cost to process materials not contemplated in the original agreement.

In September 2013 the County entered into a 7 year agreement with Marpan Recycling to process single stream recycling from unincorporated Leon County. The County's agreement "piggy backed" on the City of Tallahassee's Single Stream competitive bid award.

Analysis:
Under the existing agreement between Marpan Recycling and the County, recyclable materials collected by Waste Pro in the unincorporated area as well as materials brought to the rural waste service centers are delivered to Marpan Recycling for processing. After processing, Marpan sells the recyclables on the open market. Based on the terms of the current contract, depending on the market value of the recyclables, Leon County is eligible to receive a share of the revenue.

The payments to Leon County are based upon commodity prices and the composition of the total single stream materials delivered to Marpan. The current agreement stipulates that Marpan receive $50 dollars per ton for the processing of single stream recyclables. Any revenue above the $50 per ton processing fee is shared 50/50 between Leon County and Marpan.

Commodity prices paid for recyclables have recently declined significantly; in February 2014 the Average Market Value (AMV) price per ton was $94 versus last month the price was $59 per ton. The decline in the prices for recycling locally follows a national trend. For many years, recycling was a profitable business; however, the cost to recycle now regularly exceeds the prices the materials are sold for. Several factors have influenced recyclable prices: falling oil prices, a strong dollar and a weaker economy in China. The significant drop in commodity prices was not contemplated in the County's current agreement with Marpan. In comparison to the existing agreement, many municipalities now pay to dispose of their recyclables instead of receiving payments from the processor.

According to Marpan, falling prices have created a financial hardship. Marpan has advised they are not in a position to continue to absorb the losses they are experiencing under the current contract and are seeking to amend the agreement. Based on their actual expenses, Marpan is requesting the processing fee be increased from $50 dollars per ton to $79 dollars per ton. Under the proposal, if the average market value of the recyclable materials is below the cost of processing, the County would pay Marpan the per ton difference with a cap of $8,000 per month. Table 1 provides a summary of the impact to the County based on the actual market values and tonnages processed to date.

Table 1: Proposed Revised Contract Calculation

	Average Market Value (AMV)	Processing Fee	Difference (AMV less Fee)	Tons Processed	Payment (Tons times Difference)
Oct	$68.16	$79.00	($10.84)	488	$5,290
Nov	$67.52	$79.00	($11.48)	542	$6,222
Dec	$68.06	$79.00	($10.94)	639	$6,991
Jan	$60.32	$79.00	($18.68)	500	$8,000*
Feb	$59.95	$79.00	($19.05)	440	$8,000*

** The calculation for January and February exceeded the $8,000 amount and therefore are set at the maximum level.*

While the County's exposure is limited to $8,000 a month, Marpan's losses will continue to grow depending on how low the Average Market Value goes.

However, in recognition of the County's commitment to support this change, the formula will also be changed to an 80/20 split to the County's favor when the average market value exceeds the cost of processing (the current agreement calls for a 50/50 split). For example, if the market value exceeds the cost of processing:

- $79 per ton processing fee
- $89 per ton average market value of the recyclable material
- 500 tons processed in a given month
- ($89 AMV - $79 Fee) * 500 tons *80% = $4,000 payment to the County; under the previous 50/50 splits the payment to the County would have been only $2,500.

Leon County and Marpan Recycling have a long history of working closely together to advance the recycling goals of Leon County. With the approval of the proposed contract amendment, Leon County will experience reduced revenues from the sale of recyclables in the short term; however, the amendment insures Leon County has the ability to recycle single stream materials (i.e. paper, glass, plastics, etc.). Marpan also provides single stream recyclable processing services under a comparable contract with the City of Tallahassee. City and County Staff have worked together to coordinate the recommended changes to the agreement. The proposed amendment increases Leon County's share of recyclable revenues in the future should commodity prices rise above the $79 threshold. Without modifying the contract, there is not a current existing financially viable alternative to maintain the County's single stream recycling program.

Options:

1. Authorize the County Administrator to execute the amendment to the Agreement for Processing of Single-Stream Recycling Service with Marpan Recycling, in a form approved by the County Attorney.
2. Do not authorize the County Administrator to execute the amendment to the Agreement for Processing of Single-Stream Recycling Service with Marpan Recycling, in a form approved by the County Attorney.
3. Board direction.

Recommendation:
Option #1.

Attachments*:*
1. First Amendment for Recyclable Materials Processing Services
2. Recyclable Materials Processing Services Agreement

FIRST AMENDMENT TO CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES is dated this ____ day of _____, 2016 ("First Amendment") and is made by and between Leon County, a charter county and political subdivision of the State of Florida ("County"), and Marpan Recycling, LLC, a Florida limited liability company ("Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into a contract for recyclable materials processing services dated March 12, 2014 ("Contract"); and

WHEREAS, the Parties have determined it to be in the best interest of both the County and the Contractor to amend the Contract dated March 12, 2014.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants and promises, the sufficiency of same being acknowledged, the Parties hereto agree as follows:

I. Section 11.1 of the Contract dated March 12, 2014 is hereby amended in its entirety to read as follows:

> 11.1 The Contractor shall pay the County monthly, for each Ton of inbound Program Recyclables delivered by the County or its agents to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated in accordance with the example set forth in Exhibit A and as set forth below.
>
> a. Each month, the Contractor shall calculate the Average Market Value (AMV) of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton).
>
> b. As first posted in RecyclingMarkets.net during the month for which payment is being made multiplied by the composition percentages of the County's Program Recyclables, as set forth in Exhibit A. If at any time during the Contract term RecyclingMaterials.net no longer posts or otherwise provides the applicable market indices, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources Recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
>
> c. A ~~fifty~~ seventy-nine dollar ($~~50~~79.00) fee ("Contractor's Fee") per Ton shall be deducted from the AMV. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.1(~~e~~f).

d. The Contractor shall pay the County a percentage, as detailed in Exhibit A, of the remaining amount (AMV less Contractor's Fee) for each Ton of inbound Program Recyclables delivered during that month.

e. If the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall ~~make no payment to~~ pay the Contractor the sum amount of the Contractor's Fee less the AMV, for each ton of inbound Program Recyclables delivered during that month, but in no event to exceed the total sum of eight thousand dollars ($8,000). ~~At no time shall the County make payment to the Contractor for accepting, Processing, or marketing Program Recyclables, regardless of the AMV.~~

f. The Contractor's Fee shall remain the same through the first year of the Contract Beginning October 1, 2014 and each October 1 for the remaining term of the Contract, the Contractor's fee shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index (CPI) between the month of February in the previous year and the month of February in the current year. The CPI will be the Consumer Price Index for the South Urban Region, All Items-All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics. The total adjustment to the Contractor's Fee in any given year shall not exceed two percent (2%) of the previous year's Contractor's Fee. If the designated CPI Index is discontinued or substantially altered, the County shall choose another relevant price index published by the United States Government or by an independent, reputable publisher of financial and economic indices reflecting market conditions within the industry, which index thereafter will be used in adjusting the Contractor's Fee.

II. Exhibit A, Revenue Calculations, to the Contract dated March 12, 2014 is hereby amended in its entirety to read as follows:

EXHIBIT A

REVENUE CALCULATIONS

1. Program Recyclables. The Contractor shall pay the County for each Ton of inbound Program Recyclables delivered to the Designated Facility. The per Ton revenue for Program Recyclables shall be calculated as follows:

a. Each month, the Contractor shall calculate the Average Market Value (AMV) of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the composition percentages of the County's Program Recyclables, as defined in the table below, which calculates the AMV for January 2013.

Material	Index Description	Index Value (Jan 2013)	Market Value ($/Ton)	Material %	Average Market Value ($/Ton)
Corr containers	PS 11baled,F.O.B.seller's dock	122.50	$122.50	10.0%	$12.25
Mixed paper	PS 1baled,F.O.B.seller's dock	72.50	$72.50	42.0%	$30.45
Steel cans	$/Ton, sorted, baled and delivered	115	$115.00	3.7%	$4.26
Aluminum cans	Cents/lb., sorted, baled and delivered	79.5	$1,590.00	2.4%	$38.16
Plastics #3-#7	Cents/lb., baled and picked up	0.3	$6.00	5.3%	$0.32
PET	Cents/lb. ,baled and picked up	17.5	$350.00	5.7%	$19.95
Natural HOPE	Cents/lb., baled and picked up	27	$540.00	2.2%	$11.88
Colored HOPE	Cents/lb., baled and picked up	17	$340.00	3.2%	$10.88
Glass (3 Mix)	${Ton, delivered	0	$0.00	22.5%	$0.00
Contamination	N/A	0	$0.00	3.0%	$0.00
				100.0%	$128.15

a. A ~~fifty~~ seventy-nine dollar ($~~50~~79.00) fee (Contractor's Fee) shall be deducted from the AMV. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.1(~~e~~f).

b. The Contractor shall pay the County a percentage, as stated below, of the remaining amount (AMV less Contractor's Fee) for each Ton of inbound Program Recyclables delivered during that month.

AMV exceeds Contractor's Fees

(AMV - $~~50~~79.00) x ~~50~~80% = ~~$TBD~~Sum amount per Ton of inbound Program Recyclables to be paid by Contractor to the County

AMV of one Ton of Program Recyclables | Contractor's fee | Share to be paid to the County

Example calculation of Program Recyclables revenue in January 2013:

($129.15 - $~~50~~79.00) x ~~50~~80% = $~~39.57~~ 40.12 per Ton

c. If the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall pay the Contractor the sum amount of the Contractor's Fee less the AMV, for each ton of inbound Program Recyclables delivered during that month, but in no event to exceed the total sum of eight thousand dollars ($8,000).

AMV is less than Contractor's Fees

($79.00	-	AMV)	=	Sum amount	per Ton of inbound Program Recyclables to be paid by County to the Contractor but not to exceed $8,000
(Contractor's fee		AMV of one Ton of Program Recyclables)			

Example Calculation of Program Recyclables:

($79.00	-	$58)	=	$27	per Ton

2. Commercial Corrugated Cardboard (OCC). The Contractor shall pay the County for each Ton of inbound OCC delivered to the Designated Facility. The per Ton revenue for OCC shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Corrugated Containers (PS 11) first posted in RecycingMarkets.net during the month for which payment is being made.

PS 11 Index	x	50%	=	$TBD	per Ton of inbound commercial OCC to be paid by Contractor to the County
SE regional average Price of one Ton of PS11		Share to be paid to the County			

Example calculation of commercial OCC in January 2013:

$122.50	x	50%	=	$61.25	per Ton

3. Commercial Office Paper. Contractor shall pay the County for each Ton of inbound commercial office paper delivered to the Designated Facility. The per Ton revenue for commercial office paper shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Soft Mixed Paper (PS 1) first posted in RecyclineMarkets.net during the month for which payment is being made.

PS1 Index	x	50%	=	$TBD	per Ton of inbound commercial office paper to be paid by the Contractor to the County
SE regional average Price of one Ton of ~~PS11~~PS1		Share to be paid to the County			

Example calculation of commercial office paper revenue in January 2013:

$72.50	x	50%	=	$36.25	per Ton

III. All other provisions, sections and requirements contained in the Contract dated March 12, 2014, not otherwise in conflict with the provisions herein, shall remain in full force and effect.

IV. Effective Date. This First Amendment shall be effective commencing this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
Vincent S. Long
County Administrator

Date:_____

MARPAN RECYCLING, LLC

BY:_____
Kim B. Williams
CEO and Managing Member

Date:_____

ATTEST:

Bob Inzer, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

LEON COUNTY
CONTRACT ROUTING SLIP

X Original
___ Renewal
___ Amendment (#___)

County Contract No. 4D35

Division Contact: Patrick T. Kinni, Deputy County Attorney Phone #: 606-2500

Department/Division: County Attorney's Office

Contractor: Marpan Recycling, LLC

Address: 222 East Pershing Street, Tallahassee, FL 32301

Contract Period: From 10-01-13 To 09-30-2020

Renewal Periods: Number 1 Term 3 years

Contract Total $ Amount: _____ or check if _____ Unit Price Agreement

Contract Type:
___ Conservation Easement
___ Construction
___ Continuing Supply
___ Deed
___ Interlocal Agreement
___ Grant
___ Lease
___ Other Services
x Performance Agreement
___ Professional Services
___ Purchase
___ Other (Explain below)

Procurement Method:
___ Bid*
___ RFP*
___ Sole Source
___ Gov't Entity
___ Other (Explain Below)

Insurance Certificates:
___ General Liability
___ Professional Liability
___ Workers' Compensation
___ Errors & Omissions
___ Automobile Coverage

Forms Required:
___ Public Entity Crimes Statement
___ Performance Bond
___ Materials & Payment Bond
___ Warranty Bond
___ Certification Regarding Debarment

Bid/RFP# _____

Awarded by:
___ Purchasing Director
___ County Administrator
X Board of County Commissioners

Agenda Date: 9-24-13 Item # 21

Comments: Contract Between Leon County and Marpan Recycling, LLC for Recyclable Materials Processing Services

Routing:

Required	Initials	Date	
			Originating Division:
			Group Director
			Purchasing
X	[signature]	3/11/14	County Attorney's Office
			Deputy or Assistant County Administrator
			County Administrator
X	[signature]	3/12/14	Chairman, BCC
X	[signature]	3/12/14	Clerk's Office (Finance)

RECEIVED
14 MAR 12 PM 1:11
FINANCE DIVISION
BOB INZER
CLERK & COMPTROLLER

Return completed documents to: County Attorney's Office

Be sure to return and file a fully executed agreement with the Finance Department.

PUR103 Rev. 05/10

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Dionte Gavin,
Finance Department, Clerk of the Circuit Court

FROM: Patrick T. Kinni, Deputy County Attorney

DATE: April 22, 2014

SUBJECT: Contract Between Leon County and Marpan Recycling, LLC for Recyclable Materials Processing Services

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Attached hereto for inclusion in the County's contract database please find the original Contract Between Leon County and Marpan Recycling, LLC for Recyclable Materials Processing Services dated March 12, 2014.

Further, our office has retained a copy of the above-referenced document for our file, please retain this original Agreement for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/kam

Attachment

cc: Alan Rosenzweig, Deputy County Administrator
Maggie Theriot, Director, Office of Resource Stewardship

RECEIVED
14 APR 23 PM 3:51
FINANCE DIVISION
BOB INZER
CLERK & COMPTROLLER

CONTRACT BETWEEN LEON COUNTY AND MARPAN RECYCLING, LLC FOR RECYCLABLE MATERIALS PROCESSING SERVICES

THIS CONTRACT is dated this 12th day of March, 2014, and is made between the Leon County, a charter county and political subdivision of the State of Florida ("County"), and Marpan Recycling, LLC, a Florida limited liability company (the "Contractor").

RECITALS

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has partnered with the City of Tallahassee, who has sought and received competitive proposals from the Contractor for such services; and

WHEREAS, the City issued a Request for Proposals (RFP No. 0054-13-VA-TC dated December 14, 2012) soliciting proposals for the provision of recyclable materials processing services, and the Contractor submitted a proposal dated January 25, 2013 in response to that RFP; and

WHEREAS, the City and the Contractor entered into a contract (the "City Contract") for provision of recyclable materials processing services which provided that Leon County, Florida, also may purchase such services under the same terms and conditions as set forth in the City Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants and promises, the sufficiency of same being acknowledged, the Parties hereto agree as follows:

SECTION 1.0 DEFINITIONS

1.1 DEFINITIONS

"Applicable Law" means all applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the Services provided under this Contract.

"Average Market Value (AMV)" A market index used to determine the revenue paid by the Contractor to the County for Single Stream Recyclables delivered to the Designated Facility based on monthly fluctuations in the commodity market, Section 11.0 and Exhibit A explain how

the AMV is calculated and provide an example.

"City" means the City of Tallahassee and/or its authorized representatives, successors, or assigns.

"Commercial Corrugated Containers" shall mean segregated corrugated containers collected from commercial generators by or on behalf of the County.

"Commercial Office Paper" shall mean segregated office paper collected from commercial generators by or on behalf of the County.

"Contract" means this Contract between the County and the Contractor, and all attachments, exhibits, and amendments thereto.

"Contractor" means Marpan Recycling, LLC, and its successors and permitted assignees.

"County" means Leon County and/or its authorized representatives, successors, or assigns.

"Designated Facility" shall mean the facility, located in Leon County, Florida, at which Recyclable Materials are accepted by the Contractor.

"Director" means the Director of Solid Waste, Leon County, or his or her designee.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. Chapter 407.

"Materials Recovery Facility (MRF)" shall mean a specialized plant that receives, separates and prepares Recyclable Materials for marketing.

"Process" or "Processing" means the manual or mechanical separation of Recyclable Materials to conform to the specifications for each marketable Recovered Material.

"Program Recyclables" shall mean the Single Stream Recyclables collected by or on behalf of the County, including all types of paper products, aluminum cans and foil, steel/bimetal cans, glass bottles and jars, all plastic containers that hold less than three (3) gallons, and other Recyclables as mutually agreed to by the County and the Contractor. Without limiting the foregoing, styrofoam, film, plastic bags, aseptic containers and gable-top containers shall be excluded from the description of Program Recyclables.

"Recovered Materials" means Recyclable Materials that have been processed to market

specifications, whether or not the materials require subsequent processing or separation. Recovered Materials are not Solid Waste.

"Recyclable Materials" or "Recyclables" means metal, paper, glass, plastic, textile, or rubber materials, as designated by the Director for collection by the County, that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes disposal. The determination that a certain material has known Recycling potential and can be feasibly recycled is subject to the mutual agreement of the Contractor and the County. Recyclable Materials are not Solid Waste.

"Recycling" means any process by which materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Rejects" means materials, other than Residue, that cannot be processed into Recovered Materials.

"Residue" means that portion of the Recyclable Materials stream that is not converted to Recovered Materials due to breakage and/or transportation or Processing inefficiencies.

"Services" means the services performed, workmanship, and material furnished or utilized in the performance the Work that is the subject of this Contract

"Single Stream" means that Recyclable Materials are collected commingled, in a single Recycling receptacle, with no sorting required by the customer.

"Solid Waste" means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in this section are not Solid Waste.

"Ton" means a unit weight equal to 2,000 pounds.

"Work" means any and all obligations, duties, and responsibilities necessary for the successful completion of the Services and/or tasks assigned to or undertaken by the Contractor pursuant to this Contract, including, but not limited to, the furnishing of all labor, materials, equipment, and other incidentals contemplated by and/or related to this Contract.

SECTION 2.0 CONTRACT TERM

2.0 The Contract term shall be for an initial term of seven (7) years commencing on October 1, 2013 and terminating at midnight on September 30, 2020. At the County's sole discretion and upon not less than sixty (60) days prior notice to the Contractor, the Contract may be extended for one (1) additional term of three (3) years.

SECTION 3.0 SCOPES OF SERVICES

3.1 The County shall deliver to the Designated Facility, and shall cause its collection contractor to deliver to the Designated Facility, all Program Recyclables and all segregated Commercial Corrugated Containers and segregated Commercial Office Paper, collected by the County or its collection contractor; provided, however, that the County, at its discretion, reserves the right to deliver household appliances, bulky metal items, and white goods, as that term is understood within the industry, to other processors.

3.2 The Contractor shall accept, Process, and market all Program Recyclables delivered by the County or its collection contractor to the Designated Facility. Such services shall include carrying out all associated fiscal, administrative, legal, and managerial responsibilities.

3.3 The Contractor shall comply at all times with all Applicable Laws concerning the acceptance, transfer, and Processing of Recyclable Materials, and the temporary storage and marketing of Recovered Materials.

SECTION 4.0 DESIGNATED FACILITIES

4.1 The Contractor shall provide a Designated Facility at which the County or its collection contractor shall deliver the Program Recyclables. The Materials Recovery Facility at which these Recyclables are processed may be the same as the Designated Facility or it may be another facility located within or outside Leon County.

4.2 The Contractor shall have and maintain certified scales at the Designated Facility that are tested at least annually by a scale company registered with the Florida Department of Agriculture and Consumer Services. Within 30 days of Contract award, the Contractor shall provide the Director with a copy of the most recent scale certification documentation. Thereafter, a copy of all annual scales test reports shall be provided to the Director promptly after receipt by the Contractor. The County shall have the right to make unannounced visits to the Contractor's scale house to observe weighing activities.

4.3 The Designated Facility shall be open for receipt of Program Recyclables from the County and its collection contractor from 4:30 a.m. to 4:30 p.m., Monday through Friday, and from 7:00 am to 1:00 pm on Saturday with the exception of the following holidays: New

Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and other County-approved holidays. On the Saturday following a County-approved holiday, the Designated Facility shall be open from 7:00a.m. to 5:00 p.m. In the event the County does not cause sufficient quantities of Program Recyclables to be delivered to the Designated Facility between the hours of 4:30 a.m. and 7:00 a.m. to justify the cost of having the Designated Facility open at such times, the Contractor, upon thirty (30) days prior written notice to the County, may, at its option, modify the time the Designated Facility will be open, provided that the Designated Facility will, in any event, be open no later than 7:00 a.m.

4.4 The County and the Contractor, by mutual agreement, may modify the hours for receipt of Program Recyclables at the Designated Facility as set forth in Section 4.3. Any such agreement shall be documented in writing and signed by an authorized representative of each Party.

SECTION 5.0 MATERIAL ACCEPTANCE

5.1 The Contractor shall accept deliveries of Program Recyclables at the Designated Facility delivered using a variety of different trucks including, but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles, and self-haul vehicles.

5.2 The Contractor shall ensure that all inbound Program Recyclables are weighed and that a weight ticket is presented to the driver of the delivery vehicle. Drivers shall be required to sign a ticket that includes truck number.

5.3 The Contractor shall ensure a turn-around time of no more than twenty (20) minutes for each collection vehicle measured from the time the vehicle rolls onto the scale and stops to the time the load is dumped. The empty weight of each vehicle will be determined by establishment of mutually acceptable tare weights.

5.4 Modifications may be made to the types of Program Recyclables accepted by the Contractor upon written mutual agreement by the County and the Contractor.

5.5 The Contractor shall have a backup plan, acceptable to the Director, in place in the event the Designated Facility is unable to accept Program Recyclables for any reason. The backup plan must be submitted within sixty (60) days of Contract execution, must provide for comparable service (including scales, delivery receipts, and reporting records), and must provide for acceptance of Recyclables during the same hours as the Designated Facility.

5.6 Should the Contractor encounter issues relating to the collection or delivery of Recyclables by the County's collection contractor that adversely impact the Contractor's

ability to process Recyclables received pursuant to this Contract, the County will cooperate with the Contractor in addressing those issues with its collection contractor.

SECTION 6.0 MATERIAL CONTAMINATION

6.1 In the event the Contractor estimates from a visual inspection of a load of Recyclables delivered to the Material Recovery Facility that the load contains fifteen percent (15%) or more Rejects by volume, the Contractor shall have the right to reject the load and upon such rejection, the County shall be responsible for disposing of the load at its cost. In the event a load is dumped and it is determined by the Contractor that the load contains fifteen percent (15%) or more Rejects by volume, the Contractor shall have the right to pick-up and place such load, or any portion thereof, in a roll-off container. In such event, the County shall arrange to pick up the roll-off container when filled with such materials, dispose of the contents thereof, and return the roll-off container, all at its cost. The Contractor shall not be required to accept any load that would cause the Contractor to be in violation of any Applicable Law. The County shall make all reasonable efforts, including increasing public education in the area from which such Recyclables originated, to resolve such issues. Except as provided hereinabove, the Contractor shall dispose of all Rejects and Residue at its cost and expense. The Contractor shall provide visual evidence to the County, by way of photographs or other acceptable means, of each load that is rejected pursuant to this Section.

6.2 If any Hazardous Waste is detected in any Recyclables delivered by the County or its collection contractor to the Designated Facility, the Contractor shall promptly notify the Director and shall note the incident by taking a photograph of the Hazardous Waste load and the delivery truck, including the truck number. Unless otherwise advised by the Director, the Contractor shall properly isolate, to the extent reasonably possible, and containerize all such Hazardous Waste in accordance with all Applicable Law. After the Contractor has isolated and contained all such Hazardous Waste, the County shall, at its cost and expense, dispose of the Hazardous Waste in accordance with Applicable Law.

SECTION 7.0 DISPOSITION OF RECYCLABLES AND RECOVERED MATERIALS

The Contractor shall not dispose of any Recyclables or Recovered Materials processed pursuant to this Contract in any landfill or other disposal facility. The Contractor shall not knowingly sell or transfer such Recyclables or Recovered Materials to another person or entity that intends to landfill or dispose of material other than through Recycling. Recovered Materials shall include all materials listed in Exhibit A. This prohibition does not apply to Rejects and Residue.

SECTION 8.0 RIGHT TO INSPECT

The County shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices and records of the Contractor at the Designated Facility and, if different, the Material Recovery Facility. Operating practices shall include, but not be limited to, the receipt, separation, Processing, loading, storage and transportation of Recyclables and Recovered Materials. The Contractor shall reasonably accommodate the County's inspection rights described herein.

SECTION 9.0 OUTREACH AND EDUCATION

The Contractor shall reasonably cooperate with the County in scheduling tours of the Designated Facility and the MRF for visitors and community groups. A County representative will coordinate such tours, the time of which will be mutually agreed upon by the County and the Contractor, but will not necessarily participate in the tours. The Contractor also shall reasonably cooperate with the County in the development and implementation of outreach programs intended to increase the participation of County residents, businesses, and others, in the County's Recycling program, provided that such cooperation shall be at no additional cost to the Contractor.

It is understood and agreed that the Contractor may require waivers of liability to be signed by visitors or other persons as a condition to accessing the Designated Facility.

SECTION 10.0 AUDITS RECORD KEEPING AND REPORTING

10.1 The Contractor shall maintain complete and adequate records, as may be reasonably required by the County, such that Recyclables received at the Designated Facility from the County or its collection contractor, including delivery date, hauler, truck number, weight and source, are tracked separately from each other and from other Recyclables.

10.2 The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided to or by the County under this Contract.

b. To retain all related records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be

based on the terms of this Contract.

c. Upon completion or termination of this Contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified herein.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 5 CFR, Part 92.36(1)(10), shall have full access to and the right to examine any of Contractor's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10.3 The Contractor shall provide the following reports to the Director:

a. electronic monthly reports, submitted no later than the tenth (l0th) calendar day of each month in a format reviewed and approved by the County, which approval shall not be unreasonably withheld, of all activities under this Contract, including the inbound Tons of Recyclables by hauler, delivery dates and truck number, as well as the calculated AMV and revenue due to the County;

b. an electronic annual report, submitted within thirty (30) calendar days following the end of the County's fiscal year which runs from October 1 through September 30, in a format reviewed and approved by the Director, which approval shall not be unreasonably withheld, recapping all activities under this Contract, including inbound Tons of Recyclables delivered monthly by the County or its agents with an annual total, the monthly AMV, and the total revenue paid to the County each month with an annual total; and,

c. copies of all reporting forms for Recovered Materials that are submitted by the Contractor to the Florida Department of Environmental Protection.

10.4 The Contractor shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that it is qualified, approved and licensed to accept and process Recyclables and to market Recovered Materials. The Contractor shall maintain this certification throughout the term of this Contract and shall annually provide the Director with a copy.

10.5 The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to

this Contract, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Contract. Following such evaluation, if any, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Contract.

SECTION 11.0 PAYMENTS TO THE COUNTY

11.1 The Contractor shall pay the County monthly, for each Ton of inbound Program Recyclables delivered by the County or its agents to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated in accordance with the example set forth in Exhibit A and as set forth below.

a. Each month, the Contractor shall calculate the Average Market Value (AMV) of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton).

b. As first posted in RecyclingMarkets.net during the month for which payment is being made multiplied by the composition percentages of the County's Program Recyclables, as set forth in Exhibit A. If at any time during the Contract term RecyclingMaterials.net no longer posts or otherwise provides the applicable market indices, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources Recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

c. A fifty dollar ($50.00) fee ("Contractor's Fee") per Ton shall be deducted from the AMV. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.1(e).

d. The Contractor shall pay the County a percentage, as detailed in Exhibit A, of the remaining amount (AMV less Contractor's Fee) for each Ton of inbound Program Recyclables delivered during that month.

e. If the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the County and the County shall make no payment to the Contractor. At no time shall the County make payment to the Contractor for accepting, Processing, or marketing Program Recyclables, regardless of the AMV.

f. The Contractor's Fee shall remain the same through the first year of the Contract Beginning October 1, 2014 and each October 1 for the remaining term of the Contract, the Contractor's fee shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index (CPI) between the month of February in the previous year and the month of February in the current year. The CPI will be the Consumer Price Index for the South Urban Region, All Items-All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department

of Labor Statistics. The total adjustment to the Contractor's Fee in any given year shall not exceed two percent (2%) of the previous year's Contractor's Fee. If the designated CPI Index is discontinued or substantially altered, the County shall choose another relevant price index published by the United States Government or by an independent, reputable publisher of financial and economic indices reflecting market conditions within the industry, which index thereafter will be used in adjusting the Contractor's Fee.

11.2 The Contractor shall pay the County, monthly, for each Ton of inbound segregated Commercial Corrugated Containers delivered by the County or its contractors to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated by multiplying the Southeast USA regional average commodity price (U.S. Dollars per Ton) for Corrugated Cardboard (PS 11), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the percentage set forth in Exhibit A Payments shall be delivered to the County no later than thirty (30) days following the end of the month for which payment is due.

11.3 The Contractor shall pay the County, monthly, for each Ton of inbound segregated Commercial Office Paper delivered by the County or its agents to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated by multiplying the Southeast USA regional average commodity price (U.S. Dollars per Ton) for Soft Mixed Paper (PS 1), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the percentage set forth in Exhibit A.

11.4 The composition percentages applicable to inbound Program Recyclables, as set forth in Exhibit A, will be subject to adjustment as follows:

a. Within the first six (6) months following the commencement date of service, the County, with assistance as required by the Contractor's staff at the Designated Facility, shall conduct a Program Recyclables composition study in an effort to obtain a more accurate and current measurement of the composition of all inbound Program Recyclables utilized to calculate the AMV. Each Party shall bear its own costs incurred in the performance of such study. The County and the Contractor will attempt to reach mutual agreement with respect to the study results and the adjustments to be applied to the composition percentages; however, in the event the Parties cannot reach such agreement within forty-five (45) days following commencement of the study, the County, in its sole discretion, shall determine the adjustments to be applied to the composition percentages of Program Recyclables set forth in Exhibit A, which adjusted percentages shall be deemed applicable retroactive to the date of commencement of service. The County will recalculate the payments due under the Contract from the commencement of service through the end of the month in which the final report of the study results is delivered to the County and shall calculate the amount payable by, or due to, the Contractor for each Program Recyclable. The County will also calculate the net amount to the County as a result of such adjustment of the composition percentages, and such amount shall be paid by the applicable Contractor no later than 45 days following date on which the adjusted

composition percentages are delivered to the Contractor.

b. Following completion of the initial composition study, either Party, at its sole cost and expense, may contract for additional composition studies provided that no such study will commence sooner than 18 months following the implementation of composition percentages determined in the initial study performed pursuant to this Contract and further provided that the other Party has approved the consultant selected to perform the study and the methodology to be employed, which methodology will include hand sorting or representative samples of inbound Program Recyclables. Neither approval of the consultant nor approval of the methodology shall be unreasonably withheld.

c. The results of each such study will be binding on the Parties and will be reflected in a revised Exhibit A that will be mutually agreed to by the Parties, signed by representatives of both Parties, and designated as "Exhibit A-1", "Exhibit A-2", etc. The percentages determined in each composition study will become effective on the first day of the month immediately following the date on which the final report for such study is received by the Parties. References in this Contract to "Exhibit A" shall be deemed to refer to the most current version of that Exhibit.

d. Composition of Single Stream Recyclables collected in any container larger than 100 gallons will be based on a composition study performed separately from the County's Roll-out Cart Program Recyclables Composition Study.

11.5 The Contractor acknowledges and accepts that the revenue formulas outlined in this Contract shall be used for calculating revenue throughout the term of the Contract. Such formulas are intended to reflect the current value of Program Recyclables, but might not be an exact calculation of that value. If the commodity revenue received by the Contractor differs from the market index, or if the Contractor's Fee does not accurately reflect the Contractor's cost for accepting, Processing, and marketing Program Recyclables, the Contractor shall have taken such items into consideration when specifying the revenue share it will pay to the County. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.

SECTION 12.0 PERFORMANCE/CONTRACT SECURITY

The Contractor shall furnish performance and payment security in the form of a contract bond or an irrevocable letter of credit as security for the performance of the Contractor under this Contract in an amount equal to one hundred thousand dollars ($100,000.00). Such performance and payment security shall be in a form and issued by a surety, financial institution, or other entity reasonably acceptable to the County. Notwithstanding the foregoing, the Contractor shall not be required to furnish the foregoing security for performance to the County as long as such security for performance is being furnished to the

City under the City Contract.

SECTION 13.0 MINORITY BUSINESS PARTICIPATION

The Contractor shall obtain participation in this Contract by Minority Businesses as set forth in its Proposal to the City of Tallahassee.

SECTION 14.0 EVALUATION OF SERVICES

14.1 The Contractor shall provide and maintain a quality control program, reasonably acceptable to the County, covering the Services to be performed under this Contract. If requested, complete records of all quality control measures performed by the Contractor shall be maintained and made available to the County during performance of the Contract and or as long afterwards as the Contract may require.

14.2 The County shall have the right to evaluate all Services called for by the Contract, to the extent practicable, at all times and places where such Services are performed. The County shall perform evaluations in a manner that will not unduly delay performance of the Services.

14.3 If any Services do not conform to requirements of this Contract, the County may require the Contractor to perform the Services again in conformity with such requirements, at no cost to the County. When the defects in Services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to requirements of this Contract and assess liquidated costs in accordance with this Section 15.0 herein. The remedies set forth herein shall be conditioned on the County providing written notice of any defects in Services with reasonable detail supporting the County's position.

14.4 If the Contractor fails to promptly perform the Services again or to take the necessary action to ensure future performance in conformity with requirements of the Contract, the County may perform, or contract for performance of the Services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such Services; or the County may terminate the Contract for default.

14.5 All completed CPE forms, and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

SECTION 15.0 LIQUIDATED COSTS

15.1 The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of costs that would or might be incurred by the County due to those failures or circumstances described in this Section and for which the Contractor would otherwise be liable. Accordingly, liquidated costs are set forth herein, which both parties agree are reasonable and appropriate under the circumstances. Therefore, the following

administrative assessments shall constitute liquidated costs, not penalties, for the Contractor's breach of this Contract. The procedure for assessing liquidated costs is a follows:

a. The County shall not assess and the Contractor shall not be required to pay liquidated costs in those cases where the delay or failure in the Contractor's performance was excused in advance by the Director or was due to unforeseeable causes that were beyond the Contractor's reasonable control as set forth in, and subject to the provisions of, Section 24.0 below.

b. Prior to assessing liquidated costs, the Director shall provide written notice to the Contractor, indicating the County's intent to assess liquidated costs and the basis for the County's position. The liquidated costs set forth in Section 15.2 below for failure to submit payments to the County (Section 11.0) and failure to submit reports or other documents to the County (Section 10.0) shall be applicable only for each day the default continues after receipt by the Contractor of the written notice provided for in this Section 15.1(b).

c. If a protest is filed within ten (10) business days of delivery of written notice to the Contractor, the matter shall be referred to the County Administrator, or designee, for resolution. The County Administrator, or designee, shall review the issues in a timely manner and provide a written decision to the Contractor. The decision of the County Administrator, or designee, shall be final and non-appealable.

d. If a protest is not timely filed by the Contractor, or if the County Administrator, or designee, concludes that liquidated costs should be assessed, payment to the County in the amount of liquidated costs shall be added to the Contractor's next payment to the County.

e. The procedures in this Section shall be used in lieu of the procedures in Section 20.0 when resolving disputes concerning liquidated costs; however, the procedures in Section 20.0 will be used, upon the Contractor's request, if the dispute involves an assessment of liquidated costs that exceeds two thousand dollars ($2,000.00) in one calendar month. In the event the dispute involves an assessment of over two thousand dollars ($2,000.00) in one calendar month, the cumulative total of such assessments shall be resolved in accordance with the procedures set forth in Section 20.0.

15.2 During the term of the Contract, the Director may assess liquidated costs as follows:

Performance Standard Violation	Liquidated Costs
Failing to accept Recyclables during scheduled receiving hours. (Section 4.3)	$100 per vehicle
Failing to provide vehicle turnaround time at the Designated Facility of twenty (20) minutes or less. (Section 5.3)	$100 per vehicle with a maximum of $500 per day
Disposing of Recyclables or Recovered Materials, other than through Recycling and with the exception of Rejects and Residue, without prior County approval. (Section 7.0)	$500 per load
Failure to submit payments to the County in the timeframe specified by the Contract (Section 11.0)	$100 per day late
Failure to submit reports or other documents in the timeframe specified by this Contract (Section 10.0)	$100 per day late

SECTION 16.0 EQUAL OPPORTUNITY

In connection with Work performed under the Contract, the Contractor agrees to support and abide by the County's Equal Opportunity Pledge. The Contractor further agrees that it (i) will not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin, (ii) will post a copy of this pledge in a conspicuous place, available to all employees and job applicants, and (iii) will place, or cause to be placed, a statement in all solicitations or advertisements for job applicants, including subcontracts, that the Contractor is an "Equal Opportunity Employer".

SECTION 17.0 PUBLIC ENTITY CRIMES

As required by section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief that neither Contractor nor its affiliates has been convicted of a public entity crime. The Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Contract is in effect. Violation of this section by the Contractor shall be grounds for termination of this Contract by the County.

SECTION 18.0 INDEMNIFICATION

The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Contractor, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the Contractor, or its subcontractors. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SECTION 19.0 INDEPENDENT CONTRACTOR STATUS

The Parties to this Contract are independent contractors, and none of the provisions of this Contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this Contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or otherwise between the County and the Contractor, between the County and any employee of the Contractor, or between the Contractor and any employee of the County. The County shall have no right to control or direct the details, manner, or means by which the Contractor performs the Services or other requirements of this Contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the County or its operations.

SECTION 20.0 DISPUTE RESOLUTION

20.1 All disputes arising under or relating to this Contract shall be resolved in accordance with this Section, except disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 15.1.

20.2 The Parties shall attempt to resolve all disputes that arise under this Contract in good faith and in accordance with the following procedure:

a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.

c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.

d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.

e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Contract, at law, or in equity.

SECTION 21.0 INSURANCE REQUIREMENTS

21.1 Prior to commencing Work, the Contractor shall procure and maintain, at the Contractor's sole cost and expense for the duration of this Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work or Services hereunder by the Contractor, his agents, representatives, employees or subcontractors:

a. Commercial General Insurance - $1,000,000 limit per occurrence for property damage and bodily injury. The coverage shall be provided on an occurrence basis. The insurance shall include coverage for the following:
    - Premise/Operations
      Explosion, Collapse and Underground Property Damage Hazard
      (only when applicable to the project)
    - Products/Completed Operations
    - Contractual
    - Independent Contractors
    - Broad Form Property Damage

Personal Injury

b. *Workers' Compensation and Employers' Umbrella Liability Insurance.*

Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County whether or not the Contractor is otherwise required by law to provide such coverage.

21.2 Other Insurance Provisions

a. *Commercial General Liability Coverage*

- The County shall be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County.
- The Contractor's insurance coverage shall be primary insurance as respects the County. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against the County for losses arising from activities and operations of the Contractor in the performance of Services under this Contract.

c. All Coverage

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.

- If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach.
- County shall be named as "additional insured".

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County, which approval shall not be unreasonably withheld.

e. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service.

f. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

g. Subcontractors

The Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein or provide evidence to the County that its subcontractors are maintaining insurance consistent with the terms of this Section 21.

SECTION 22.0 CONFIDENTIALITY

22.1 The Contractor acknowledges that County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Contractor further acknowledges that any materials or documents provided to County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should the Contractor provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Contractor shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Contractor

shall submit to County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event the Contractor fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

22.2 Should any person request to examine or copy any material so designated, and provided the affected Contractor has otherwise fully complied with this provision, County, in reliance on the representations of the Contractor, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, County shall notify the Contractor of that request, and the Contractor shall reply to such notification, in a writing that must be received by County no later than 4:00 p.m., ET, of the second County business day following the Contractor's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Contractor refuses to permit disclosure or copying, the Contractor agrees to, and shall, hold harmless and indemnify County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by County, or assessed or awarded against County, in regard to County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Contractor is not initially named as a party, the Contractor shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by the Contractor in response to the RFP and shall constitute County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

SECTION 23.0 NOTIFICATION

Any notification required of one Party to the other under this Agreement shall be provided in writing to:

The County: Leon County
7550 Apalachee Parkway
Tallahassee, FL 32311
Attn: Robert Mills, Director, Solid Waste

The Contractor: Marpan Recycling, LLC
222 E. Pershing Street
Tallahassee, FL 32301
Attn: Kim B. Williams, CEO and Managing Member

SECTION 24.0 GENERAL PROVISIONS

24.1 It is understood and agreed that the County shall not be required to cause its commercial waste franchisee to deliver any Recyclables to the Contractor.

24.2 The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and codes applicable to the Services to be performed hereunder.

24.3 The Contractor shall not subcontract any portion of the Services contemplated hereunder except to its subsidiary or related companies without the written consent of County.

24.4 The Contractor shall be solely and exclusively liable for all contributions, taxes, or payments required to be made on account of employees of the Contractor under federal and state unemployment compensation acts, social security acts, and other legislation requiring the payment of similar contributions or taxes.

24.5 This Contract is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. After and upon any approved assignment, this Contract shall bind and inure to the benefit of the Parties and their respective successors, assignees, transferees, and legal representatives.

24.6 This Contract and all exhibits hereto shall constitute the entire agreement between the Parties with reference to the Services described herein. No amendment to this Contract shall be binding unless it is in writing and signed by an authorized representative of each Party. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

24.7 Should any part, term or provisions of this Agreement be decided by the courts to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby, and an equitable adjustment to the Agreement with respect to the affected part, term or provisions shall be made by the parties.

24.8 This Contract shall be enforced and interpreted in accordance with the laws of the state of Florida. All suits relating to breach, enforcement, or construction of this Contract shall be filed in a court of competent jurisdiction in Leon County, Florida.

24.9 Unless otherwise specifically provided in this Contract, in the event a Party fails to timely perform any of its agreements, covenants or obligations under this Contract, such failure will be excused to the extent, but only to the extent, that such failure results or arises from a cause that is beyond the reasonable control of, and is not the result of negligence or the lack of diligence by, the claiming Party. The excuse from performance will be of no greater scope and of no longer duration than is reasonably required by the force majeure event, and the Party suffering such delay or prevention shall notify the other Party and use due diligence to remove or mitigate the

cause(s) thereof. In the case of a continuing delay, only a single notice shall be necessary. Without limiting the foregoing, if either Party is delayed at any time by an act or neglect of the other Party, the other Party's employees, or separate contractors retained by the other Party, or by changes ordered by the other Party, or by labor disputes, then the performance time of the claiming Party shall be reasonably extended. In the event that Party's performance is delayed, hindered or prevented by any act of force majeure, flood, natural catastrophe, weather conditions, strike, war, riot, fire, unforeseen delay in deliveries, procurement or transportation, unavoidable casualty or any other similar cause beyond the claiming Party's control, then the claiming Party shall be given a mutually agreeable documented extension of time and shall be relieved and released from any liability, indemnity or damages imposed by this Contract, or otherwise, for such delay or non-performance.

24.10 The performance of the County of any of its obligations under this Contract shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Contract for the current and any future periods provided for herein.

IN WINESS WHEREOF, the Parties are signing this Contract for Recyclable Materials Processing Services as of the date stated in the introductory paragraph.

CONTRACTOR

WITNESS: Terrie D. Brooks
BY: TERRIE D. BROOKS

BY: _____
Kim B. Williams
CEO and Managing Member

DATE 03.28.2014

WITNESS: Marian L. Millen
BY: MARIAN L. MILLEN
DATE 03-28-2014

LEON COUNTY, FLORIDA

BY:_____
Kristin Dozier, Chairman
Board of County Commissioners

DATE: 3/12/14

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By:_____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

EXHIBIT A
REVENUE CALCULATIONS

1. Program Recyclables. The **Contractor** shall pay the County for each Ton of inbound Program Recyclables delivered to the Designated Facility. The per Ton revenue for Program Recyclables shall be calculated as follows:

a. Each month, the Contractor shall **calculate** the Average Market Value (AMV) of the County's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton), as first posted in RecyclingMarkets.net during the month for which payment is being made, multiplied by the composition percentages of the County's Program Recyclables, as defined in the table below, which calculates the AMV for January 2013.

Material	Index Description	Index Value (Jan 2013)	Market Value ($/Ton)	Material %	Average Market Value ($/Ton)
Corr containers	PS11baled,F.O.B.seller's dock	122.50	$122.50	10.0%	$12.25
Mixed paper	PS1 baled,F.O.B.seller's dock	72.50	$72.50	42.0%	$30.45
Steel cans	$/Ton, sorted, baled and delivered	115	$115.00	3.7%	$4.26
Aluminum cans	Cents/lb., sorted, baled and delivered	79.5	$1,590.00	2.4%	$38.16
Plastics #3-#7	Cents/lb., baled and picked up	0.3	$6.00	5.3%	$0.32
PET	Cents/lb. ,baled and picked up	17.5	$350.00	5.7%	$19.95
Natural HOPE	Cents/lb., baled and picked up	27	$540.00	2.2%	$11.88
Colored HOPE	Cents/lb., baled and picked up	17	$340.00	3.2%	$10.88
Glass (3 Mix)	*$/Ton,* delivered	0	$0.00	22.5%	$0.00
Contamination	N/A	0	$0.00	3.0%	$0.00
				100.0%	$128.15

a. A fifty dollar ($50.00) fee (Contractor's Fee) shall be deducted from the AMV. The Contractor's Fee shall be subject to adjustment as set forth in Section 11.1(e).

b. The Contractor shall pay the County a percentage, as stated below, of the remaining amount (AMV less Contractor's Fee) for each Ton of inbound Program Recyclables delivered during that month.

(AMV	-	$50.00)	x	50%	=	$TBD	per Ton of inbound Program Recyclables to be paid by Contractor to the County
AMV of one Ton of Program Recyclables		*Contractor's fee*		*Share to be paid to the County*			

Example calculation of Program Recyclables revenue in January 2013:

($129.15 - $50.00) x 50% = $39.57 per Ton

2. Commercial Corrugated Cardboard (OCC). The Contractor shall pay the County for each Ton of inbound OCC delivered to the Designated Facility. The per Ton revenue for OCC shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Corrugated Containers (PS 11) first posted in RecycingMarkets.net during the month for which payment is being made.

PS 11 index	x	50%	=	$TBD	per Ton of inbound commercial OCC to be paid by the Contractor to the County
SE regional average price for one Ton of PS 11		*Share to be paid to the County*			

Example calculation of commercial OCC in January 2013:

$122.50	x	50%	=	$61.25	per Ton

3. Commercial Office Paper. Contractor shall pay the County for each Ton of inbound commercial office paper delivered to the Designated Facility. The per Ton revenue for commercial office paper shall be calculated as the percentage stated below times the Southeast USA regional average price (U.S. Dollars per Ton) for Soft Mixed Paper (PS 1) first posted in RecyclineMarkets.net during the month for which payment is being made.

PS1 index	x	50%	=	$TBD	per Ton of inbound commercial office paper to be paid by the Contractor to the County
SE regional average price for one Ton of PS 1		*Share to be paid to the County*			

Example calculation of commercial office paper revenue in January 2013:

$72.50	x	50%	=	$36.25	per Ton

BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Dionte Gavin,
Finance Department, Clerk of the Circuit Court

FROM: Patrick T. Kinni, Deputy County Attorney

DATE: March 23, 2015

SUBJECT: WastePro of Florida, Inc. Performance Bond

Attached hereto for inclusion in the County's contract database as contract number ~~3908C~~ 4035, please find the Performance Bond Certificate for WastePro of Florida, Inc. This Performance Bond is directly related to contract number ~~3908~~ 4035, Franchise Agreement for Solid Waste Collection Service dated May 13, 2013.

Further, our office has retained a copy of the above-referenced document for our file; please retain this original for safekeeping along with other original County documents.

Please contact me with any questions or concerns you may have.

PTK/et

Attachment

cc: Alan Rosenzweig, Deputy County Administrator
Robert L. Mills, Jr., Director of Solid Waste
Karen Melton, Risk Manager

4035 per County Attorney

RECEIVED
15 MAR 24 PM 3:35
FINANCE DIVISION
BOB INZER
CLERK & COMPTROLLER

PERFORMANCE BOND

Bond No. 3341358

KNOW ALL MEN BY THESE PRESENTS, that we, **Marpan Recycling, LLC** as Principal, and **SureTec Insurance Company**, licensed to do business in the State of Florida, as Surety, are held and firmly bound unto **Leon County, FL Public Works Department** (Obligee),in the penal sum **Three Hundred Thousand and 00/100 ($300,000.00)** of, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Agreement with the above named Obligee, effective the **30th day of October, 2008**, for the management and recycling of Class III waste and more fully described in said Agreement, a copy of which is attached, which agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principal has failed to promptly and faithfully perform the Agreement, the Surety shall, at its option, either perform the Agreement in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform.

This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

1) Notwithstanding the provisions of the Agreement, the term of this bond shall apply from **March 2, 2015**, until **March 2, 2016**, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

2) No suit or action may be commenced hereunder by the Obligee after the earlier of two years from the expiration date of the Agreement or two years from the effective date of non-renewal of this bond by the Surety. At such date, this bond shall become null and void, and the Surety shall have no liability hereunder.

Sealed with our seals and dated the 25th day of February, 2015.

MARPAN RECYCLING, LLC

(Principal) (Seal)

(Title)

(Witness)

SURETEC INSURANCE COMPANY

(Attest)

Ryan P Rothrock: Attorney -in-Fact

Agreed and acknowledged this ___ day of _____, 20___.

(Witness)

(Obligee)

POA #: 3341358

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ryan P Rothrock

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Marpan Recycling, LLC
Obligee: Leon County, FL Public Works Department
Amount: $ 300,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of February, 2015, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Leon County
Board of County Commissioners

Notes for Agenda Item #17

Leon County
Board of County Commissioners

Cover Sheet for Agenda #17

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Semi Annual FY 2015/16 Commissioner Discussion Items Status Report

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Maggie Theriot, Assistant to the County Administrator Mary Smach, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the Semi Annual FY 2015/16 Commissioner Discussion Items Status Report (Attachment #1).

Report and Discussion

Background:

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

Analysis:

For the period of October 1, 2015 – March 30, 2016, other than Proclamations, a total of 36 items were generated as a result of Board discussion (Attachment #1). Ten were derived from discussion at the December 2015 Board Retreat. The remaining items were sourced from discussion during routine Board of County Commission meetings.

The number of tasks completed is 21; with 13 items In Progress; and, two items considered Ongoing.

Options:

1. Accept the Semi Annual FY 2015/16 Commissioner Discussion Items Status Report (Attachment #1).
2. Accept the Semi Annual FY 2015/16 Commissioner Discussion Items Status Report, with modifications.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2015/16 Commissioner Discussion Items Semi Annual Status Report

FY 2015/2016
Commissioner Discussion Items
Ongoing and 2015/16 Status Report
October 1, 2015 – March 30, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
January 27, 2015	BOCC (Dec '14 Retreat)	Provide support to Commissioner Desloge's NACO presidency, including the three-day delegate meeting planned for Tallahassee in December 2016.	County Administration - Shington Lamy	**Ongoing.** Staff will continue to provide support.
April 14	Dailey	Motion: Requested the County provide signage for the Spring House.	Public Works/Operations – Tony Park/ Dale Walker	**Done.** The family has requested staff not install the sign until further notice.
June 9	Dozier	Motion: Requested permission to work with staff, in Washington, D.C., and Economic Development Council to develop a proposal to submit an application to host the American Competitive Exchange.	Office of Economic Vitality/Tourism - Cristina Paredes/Lee Daniel	**In Progress.** Will pursue RFP to host the American Legislative Exchange Council for 2020.
June 23	Dozier	Requested a summary of the impact to Leon County by State budget cuts.	County Administration/Special Projects – Shington Lamy/ Andy Johnson	**In Progress.** Waiting for responses from four state agencies. Status to be provided during the April 26, 2016 meeting.
September 15	Dozier	Requested staff bring back an agenda item exploring the idea of a citizen scavenger hunt.	County Administration – Shington Lamy	**Ongoing.** December 8, 2016 Agenda Item #20 Hunt scheduled May 14, 2016
September 29	Dozier	Requested a report on Promise Zone Initiative.	County Administration/ HSCP/ Housing Services – Ken Morris/ Eryn Calabro	**Done. February 9, 2016** Agenda Item #9

FY 2015/2016
Commissioner Discussion Items
Ongoing and 2015/16 Status Report
October 1, 2015 – March 30, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
October 13	Desloge	Motion: Request staff assist in holding a town hall meeting to meet with constituents in Miccosukee.	County Administration/CMR – Shington Lamy/Mathieu Cavell	**Done. November 10, 2015** Meeting held
	Proctor	In regards to the Home Mortgage Disclosure Act, he asked if he could be provided information on the lending performance and role of investment by local banks.	County Administration/ HSCP/ Housing Services – Ken Morris/ Eryn Calabro/Lamarr Kemp	**Done. November 4, 2015** Memo distributed to BCC
October 27	Dozier	Motion: Consider County participation in the 60th Anniversary of the Tallahassee bus boycott. Specifically, look at how County departments (e.g. Tourism Development and Library) could work with other participants, as future plans develop.	County Administration/Library – Ken Morris/Shington Lamy/Cay Hohmeister Economic Vitality/Tourism – Cristina Paredes/Lee Daniel	**Done.** Staff has not been able to identify any commemorative events planned.
	Dailey	Requested an update on proposal of an extra penny sales tax to fund fire services.	Financial Stewardship – Scott Ross	**Done, December 8, 2015** Agenda Item #19
	Proctor	Motion: Have an agenda item to update the County's legislative priorities to pursue legislative support for a statewide Citizens Citation Program.	County Administration/Special Projects – Shington Lamy/Andy Johnson	**Done. November 17, 2015** Agenda Item #2
November 17	Dailey	Motion: Direct staff to provide an update on where the Planning Department is on evaluating the Comprehensive Plan and Land Development Code.	Planning – Cherie Bryant	**Done, April 12, 2016** Agenda Item
	Dailey	Motion: Schedule a workshop to discuss infant mortality and the County's role in this area. And Suggested the County engage Mimi Graham, Director, FSU Center for Prevention & Early Intervention Policy, and nationally recognized expert in this field.	County Administration/HSCP – Ken Morris/Eryn Calabro	**Done. February 9, 2016** Workshop held
December 8	Dozier	Motion: Request an agenda item exploring opportunities to reduce administrative overhead, including but not limited to the provision of office space, and the sunsetting of the Cultural Plan Review Committee; examine streamlining and operational efficiencies to align cultural and heritage activities within the County's Tourism Division.	Economic Vitality – Cristina Paredes	**Done. March 8, 2016** Agenda Item #33

FY 2015/2016
Commissioner Discussion Items
Ongoing and 2015/16 Status Report
October 1, 2015 – March 30, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
January 26	BOCC (Dec '15 Retreat)	Prepare an agenda item that includes: a. A status report on the crisis intervention and adult civil citation program. b. A review of mental health treatment services and capacity, as well as the County's role in support of such facilities	County Administration/HSCP/IDA – Ken Morris / Eryn Calabro / Wanda Hunter	**Done. February 9, 2016** Agenda item #17.
	BOCC (Dec '15 Retreat)	Prepare an agenda item to evaluate creating regulations allowing dogs at appropriate restaurant outdoor areas.	DSEM – David McDevitt/Ryan Culpepper	**Done. January 26, 2016** Agenda Item #9 and Public Hearing Ordinance April 12, 2016.
	BOCC (Dec '15 Retreat)	Prepare a budget discussion for possible trails at the Northeast Park property.	Parks & Rec/OMB – Leigh Davis / Scott Ross	**In Progress** June 14, Budget Workshop
	BOCC (Dec '15 Retreat)	Prepare an agenda item that provides an analysis on the status of the Market Street project including opportunities for the County to assist in related projects.	Planning / Public Works – Cherie Bryant / Tony Park	**In Progress.** Agenda anticipated April 26, 2016.
	BOCC (Dec '15 Retreat)	Prepare an agenda item evaluating the airing of BCC meeting through public access and/or WCOT.	CMR/MIS – Matt Cavell / Pat Curtis	**Done. March 8, 2016** Agenda item # 4
	BOCC (Dec '15 Retreat)	Prepare a status report on engaging with State of Florida ("charm offensive") inclusive of regular meetings, welcome packets etc.	County Administration – Shington Lamy	**Done. January 26, 2016** Agenda Item #19
	BOCC (Dec '15 Retreat)	Prepare an agenda item that reviews core capital projects and ongoing initiatives in support of the southside including the County's specific role and responsibilities related to the citing of a new southside school.	County Administration/Planning – Shington Lamy/Cherie Bryant	**Done. March 8, 2016** Agenda item #6
	BOCC (Dec '15 Retreat)	Prepare a budget discussion on enhanced future funding for boat landings, and an update on sidewalk projects and funding.	Public Works/Parks & Rec/OMB – Tony Park / Leigh Davis / Scott Ross	**In Progress** June 14, Budget Workshop
	BOCC (Dec '15 Retreat)	The Board also discussed the value of proactive and meaningful community dialog on race relations. To be discussed at a future Citizen Engagement Series.	County Administration – Shington Lamy	**Done. December 8, 2015** Agenda #20
	BOCC (Dec '15 Retreat)	Coordinate community partners in collecting/analyzing emerging and existing clusters data which will be used to populate and maintain an economic development layer in GIS; if needed, prepare a budget discussion item.	Economic Vitality/MIS –Cristina Paredes /Pat Curtis / Scott Ross	**In Progress.** NOTE: This is being handle by the new OEV under Blueprint.

FY 2015/2016
Commissioner Discussion Items
Ongoing and 2015/16 Status Report
October 1, 2015 – March 30, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
	Desloge	Motion: Approve Commissioner Maddox's candidacy and directed staff to proceed with the required Resolution.	County Administration/Special Projects – Shington Lamy/Andy Johnson	**Done.** All required materials sent to FAC.
	Dozier	Motion: Request a presentation from FSU regarding the JMI Entrepreneurial School to occur at a future meeting	Economic Vitality – Cristina Paredes	**Done. March 8, 2016** Presentation to BCC
	Proctor	Motion: Request examination of data and create an agenda item to regarding the potential need for a new Westside health department that could provide primary health care.	County Administration/HSCP/Leon County Health Department – Ken Morris / Eryn Calabro / Claudia Blackburn	**In Progress.** Agenda anticipated for May 10, 2016, Health Dept collecting data.
	Proctor	Requested staff provide an agenda item to incorporate TCC into existing plans with Village Square when hosting a future citizen engagement event.	County Administration – Shington Lamy	**Done. March 8, 2016** Agenda item #7
February 9	Desloge	Requested an agenda item examining the Board representation on the CRTPA, potentially reducing the number of participants from seven down to four.	County Administration – Andy Johnson	**In Progress.** Agenda anticipate April 26, 2016
	Maddox	Requested a presentation by Bethel Empowerment Foundation to review its Ready 4 Work conceptual business development program and examine the merits for participation by Leon County.	County Administration – Shington Lamy	**In Progress.** Presentation March 8, 2016 Agenda April 12, 2016
March 8	Desloge	Motion: Requested staff draft an Ordinance requiring the posting of human trafficking hotline.	County Attorney – Herb Thiele	**In Progress.** Agenda item April 12, 2016 requesting Public Hearing for May 10, 2016.
	Desloge	Motion: Direct staff to work with the Department of Elder Affairs on a dementia friendly community pilot program.	Community & Media Relations – Matt Cavell	**In Progress.** Proclamation presented at upcoming press event.
	Desloge	Amended Motion: Requesting staff send a letter to Seminole Waterworks, Inc. encouraging the company to consider the questions raised by Mr. White.	Public Works – Tony Park	**Done. March 9, 2016** Staff met with both parties.
	Lindley	Motion: Requested a status report on enforcement of current animal cruelty regulations.	County Attorney/Animal Control – LaShawn Riggans/Cara Aldridge	**In Progress.** Agenda item anticipated April 26, 2016.

FY 2015/2016
Commissioner Discussion Items
Ongoing and 2015/16 Status Report
October 1, 2015 – March 30, 2016

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
	Lindley	Motion: Approved a Resolution encouraging the State to properly use funds designated for Land Acquisition (known as "Amendment 1").	CountyAttorney/County Administration- Shington Lamy	**Done.** Resolution sent March 9, 2016
	Proctor	Requested staff provide him with a tour of the Leon County Jail, Public Works, and Facilities.	County Administration- Shington Lamy	**In Progress.** Tour scheduled for May 12, 2016

Leon County
Board of County Commissioners

Notes for Agenda Item #18

Leon County
Board of County Commissioners

Cover Sheet for Agenda #18

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of a Funding Request by Bethel Empowerment Foundation to Support the Ready4Work-Tallahassee Re-Entry Program

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Andy Johnson, Special Projects Coordinator

Fiscal Impact:
This item has no current fiscal impact to the County. However, the Board may wish to further consider the $125,000 recurring funding request as a budget discussion item as part of the FY2016-2017 budget development process.

Staff Recommendations:

Option #1: Accept staff's report on the Bethel Ready4Work-Tallahassee Re-Entry Program and take no further action.

Report and Discussion

Background:
At the March 8, 2016 meeting, representatives from the Bethel Empowerment Foundation presented an overview of the proposed Bethel Ready4Work-Tallahassee Re-Entry Program (the "Bethel R4W Program") to the Board. The Bethel R4W Program seeks to provide re-entry services to state prison inmates and recently released ex-offenders returning to the communities of Leon, Gadsden, Jefferson, and Wakulla Counties. The Foundation has secured $500,000 in non-recurring funding from the state to implement the program and is requesting $125,000 from both Leon County and the City of Tallahassee to assist with program development. The Board directed staff to prepare an agenda item for the April 12, 2016 meeting reviewing the merits of the Bethel R4W Program and evaluating opportunities for the County to participate in funding the initiative.

Analysis:
Since the March 8, 2016 meeting, the Governor has signed the FY 2016-2017 General Appropriations Act, which includes the $500,000 state appropriation for the Bethel R4W Program. County staff has met with the Interim Program Manager for the Bethel R4W Program to collect the most up-to-date information available regarding the current status of the program as well as a projected timeframe for program planning and implementation (Attachment #1). Also, the Bethel Empowerment Foundation has been working with Operation New Hope, which operates a Ready4Work Program in Jacksonville, on the initial steps toward replicating the Ready4Work Program in Tallahassee. On March 23, representatives from the Bethel Empowerment Foundation and Operation New Hope presented an overview of the program to the Tallahassee City Commission and requested $125,000 from the City to support the development of the program.

This item provides an analysis of the proposed Bethel Ready4Work-Tallahassee Re-Entry Program as well as other re-entry programs and services available to ex-offenders returning to the community from the criminal justice system. Should the Board wish to consider funding a state re-entry program, staff can prepare a future budget discussion item based upon the Board's guidance.

Overview - Bethel Empowerment Foundation Ready4Work Program:
The Bethel R4W Program seeks to serve as a central point of contact for state prison inmates and recently released ex-offenders convicted of non-violent and non-sexual crimes who are transitioning back into the communities of Leon, Gadsden, Jefferson, or Wakulla County after incarceration in the state prison system. The goal of the program is to provide ex-offenders with the skills and support necessary to re-enter the local workforce, ultimately reducing the rate of recidivism within the state correctional system. The program is specifically designed to serve inmates, offenders on community supervision, and formerly incarcerated inmates (no more than one year post-release) of the State of Florida corrections system. County jail inmates are not contemplated under the proposed program model. The Bethel Empowerment Foundation proposes to provide services to 35 to 50 clients during its first year of operation. The anticipated program start date is August 1, 2016.

The Ready4Work Program model began as a national demonstration project funded by the U.S. Department of Labor, the U.S. Department of Justice, and private and nonprofit sources. In 2003, sites in 10 cities initiated the first Ready4Work Programs. Operation New Hope in Jacksonville, Florida was one of these 10 initial program sites. In 2014, Hillsborough County approved an agreement with a local faith-based ministry to replicate the Ready4Work Program (R4W-Hillsborough"). In January 2016 the Bethel Empowerment Foundation entered into a contract with Operation New Hope to replicate the Ready4Work Program locally. Under the proposed program model, Florida Department of Corrections staff will identify inmates in participating correctional facilities who are eligible to participate in the Bethel R4W Program. The program may also recruit recently released ex-offenders. Program staff will conduct outreach and orientation to all prospective participants to determine their need and their willingness to participate in the program. Participation is on a voluntary basis.

The following is a description of each of the program's components:

- ***Job Training and Skill Development:*** Eligible offenders approaching the term of their sentence will be offered an opportunity, upon release, to participate in a four to six week career development training course. The program plans to partner with local businesses in Leon County and surrounding areas that are willing to employ returning offenders. Bethel Empowerment Foundation is currently in the initial stage of securing commitments from local businesses. The Foundation has determined that the job training and skill development component of the program will be provided directly by program staff.

- ***Character Education, Mentorship and Guidance:*** The Bethel R4W Program proposes to provide faith-based services in this area to inmates with 12 months remaining on their sentence. This includes assignment of a mentor who will guide clients through the transition from incarceration to re-entry, with services provided to the client for at least a year after release. The Foundation proposes to provide these services through representatives of Bethel Missionary Baptist Church ministries and/or by program staff.

- ***Mental Health:*** The program will contract with the Bethel Family Counseling & Outreach Center to conduct an evaluation of each client determining the level of treatment needed, intervention and prevention strategies, self-help techniques, social skills training, anger management training, and parenting training. The program proposes to work collaboratively with offenders and their families to link them with services needed to gain and maintain a healthy lifestyle.

- ***Education:*** The program proposes to provide an opportunity for clients to receive general education and vocational training. The Foundation has not yet determined whether it will administer this component of the Bethel R4W Program in-house, by contract, or by referral.

- ***Housing:*** Bethel Empowerment Foundation proposes to partner with organizations in the community that offer treatment facilities or residential housing for a select group of offenders. The Foundation plans to refer clients to other providers in the community for housing services, but has not yet identified the provider(s) that it will partner with.

Preliminary Budget:
Bethel Empowerment Foundation has estimated a first-year budget of $977,500 (Attachment #2). A detailed programmatic budget has not yet been developed as program staff continues to work with Operation New Hope to determine projected first-year expenditures. Proviso language in the FY 2016-17 state budget appropriates $500,000 for the Bethel R4W Program; up to 25% of these funds ($125,000) may be used for startup activities (Attachment #3). It is expected that the appropriated state funding will become available after the state fiscal year begins on July 1, 2016 and after Bethel Empowerment Foundation has executed a grant agreement with the Department of Corrections.

Table #1 summarizes the proposed funding sources and preliminary program expenses known at this time. The entity proposed by Bethel Empowerment Foundation to fund each expense is indicated in the table with an "X."

Table #1: Summary of the Proposed Funding Partners & Preliminary Program Expenses for the Bethel R4W Program

Funding Entity	Amount	Replication & License Fees	Facility Retrofit	Furnishings & Equip.	Hiring/ Training Staff	Salaries & Benefits	Client Services/ Operating
*State (Startup)	$125,000			X	X		
*State (Non-Startup)	$375,000					X	X
County/City	$250,000						X
Private	$227,500	X	X				
Total:	***$977,500***						

*Funding has been secured.

Bethel Empowerment Foundation plans to utilize the former Bethel Veterans Outreach Center at 428 W. Tennessee Street as its primary facility. The Bethel R4W Program will lease portions of the building from Bethel Missionary Baptist Church, which owns the building, for operation of the program. The Foundation proposes to retrofit and renovate the building with funding from the church, and the program will use state startup funds for furnishings and equipment to suit programmatic needs.

As indicated above, Bethel Empowerment Foundation has contracted with Operation New Hope to replicate the Ready4Work Program model. Operation New Hope will provide consultation, staff training, and program evaluation to the Bethel R4W Program for a one-time replication fee of $192,500 plus an annual license fee of $15,000. The replication fee also includes the cost of purchasing and installing a software package for client case management, as well as staff training to utilize the software. Other program startup expenses will include hiring and training seven staff positions; purchase of furnishings, fixtures, and equipment; and administrative costs. Bethel Empowerment Foundation proposes to use a combination of state funds and private donations to fund these expenses.

Bethel Empowerment Foundation proposes to utilize funds requested from Leon County, the City of Tallahassee, and state funds for client services. Through information provided by Operation New Hope, these services are expected to include drug screening, background checks,

client transportation, transitional housing, assistance obtaining identification cards, mental health services, substance abuse assessment and education, HIV testing and education, vocational training, employment incentives, personal hygiene items for clients, and graduation ceremonies. As indicated above, the Bethel Empowerment Foundation has not yet determined whether some of these services will be provided directly or if they will be provided by outside agencies on a referral basis. Until the Bethel R4W Program has finalized program plans and agreements with partner agencies, it is impossible to determine whether the program will be referring clients to organizations already funded by the County. Also uncertain at this time are the number of Leon County clients to be served, of the total 35-50 clients anticipated in the first year of operation, versus the other three counties included in this program.

Florida Department of Corrections Re-Entry Programs:

The Florida Department of Corrections Office of Re-Entry develops and operates several programs that seek to provide inmates with the knowledge and skills necessary for a successful return to society. The office administers a 100-Hour Transitional Skills Program, which is required by Section 944.7065, Florida Statutes, that covers transition related issues, job readiness and life management skills. This training is provided to all state prison inmates within 18 months prior to release. The office also manages a statewide online Resource Directory that provides a listing of services available to ex-offenders by county and type of service.

The Department also provides various re-entry services within correctional facilities to inmates nearing the end of their sentence. Although the specific services provided vary by facility, they generally include academic programs, vocational training, mental health and substance abuse services, self-improvement programs, and faith-based services. In addition, in 2014 the Department of Corrections opened the Gadsden Re-Entry Center, which is located at Tallahassee Community College's Florida Public Safety Institute in Quincy and is the nation's only correctional facility built on a college campus. The facility is the first in Florida dedicated entirely to preparing inmates to re-enter the workforce and society. The Gadsden Re-Entry Center serves adult male inmates with a moderate risk of recidivism, are within three years of release from prison, and who intend to reside within the panhandle region after release. Currently, 105 inmates housed at the Gadsden Re-Entry Center were arrested in Leon County. The facility offers a variety of vocational opportunities including culinary, brick masonry, carpentry, plumbing and electrician training. The Department of Corrections contracts with The Unlimited Path of Central Florida to administer re-entry services to inmates housed at the Gadsden Re-Entry Center. The Unlimited Path is required by this contract to provide re-entry follow-up services for all released inmates at a minimum of 30/60/90 and 180 day intervals. These re-entry follow-up services are to ensure released inmates are keeping appointments and determining whether additional services and support networks are needed.

The Florida Department of Corrections also contracts with several local entities to provide re-entry services for state prison inmates and ex-offenders in Leon County such as:

- **DISC Village –** DISC Village is a private, non-profit organization that provides various services to individuals adversely affected by alcohol and other drug abuse, and who may be involved in the criminal and/or juvenile justice systems. DISC Village is under contract with the Department of Corrections to provide community substance abuse and mental health treatment services to medium to high-risk inmates with co-occurring

substance abuse and mental health disorders at Jefferson Correctional Institution who will be returning to Leon, Wakulla, Jefferson and Gadsden Counties. DISC Villages also contracts separately with the Department of Corrections to provide both outpatient substance abuse treatment and aftercare services to offenders on community supervision in the Second Judicial Circuit, which includes Leon County.

- **The Shisa House** – residential treatment and vocational services for females transitioning back into the community. These work-release participants must pass screening standards set by the Department of Corrections and must obtain employment within 14 days of arrival.

- **Non-Secure Programs Incorporated (NPI)** – a short term residential substance abuse treatment program for male and female court ordered felony offenders. The program includes a four-month employment/re-entry component focused on successful re-entry into the community. NPI allows housing and other accommodations for females with children to assist in the transition and reclamation to parenting upon their return to community.

- **Good News Outreach Mercy House** – a male-only facility that provides short term housing for released prison inmates needing substance abuse counseling and treatment services. Good News Outreach receives funding through the Community Human Services Partnership (CHSP) to support the Mercy House.

In addition to these contracted services, the Florida Department of Corrections and the U.S. Probation Office will host an Employment and Community Resource Fair on April 26, 2016 at the North Florida Fairgrounds. Attendees will receive information on topics such as resume writing, obtaining a driver's license, job placement opportunities, clothing assistance, educational programs, and medical and dental information. This is the first fair in the 2nd Judicial Circuit and the Department of Corrections hopes to hold this event annually. Leon County's Intervention and Detention Alternatives staff has marketed this event to its customers and will assist in mock interview trainings and other functions as needed to support the event's success.

<u>Re-Entry Programs & Support Services for Leon County Jail Inmates</u>

Several programs and support services are available to inmates of the Leon County Jail to facilitate their re-entry into the community upon release. Leon County contracts with DISC Village to administer the Leveraging Interventions for Transformations (LIFT) Program, a vocational training and case management program for male and female non-violent criminal offenders housed in the Leon County Jail. The objective of the program is to increase the employability of incarcerated adults and facilitate successful transition back into society in order to reduce recidivism in the criminal justice system. The LIFT Program provides comprehensive assessment, vocational and life skills training, employment placement and monitoring, and wrap-around services to anticipate participants' needs prior to release in order to enhance an individual's success. In addition to the LIFT Program, the Leon County Sheriff's Office partners with a variety of local organizations to offer other voluntary programs including substance abuse education, juvenile and adult GED classes, parenting workshops, workplace readiness, and anger management counseling to inmates at the Leon County Jail. These

education and counseling programs available at the Jail are intentionally designed for the brief time served by inmates at the County Jail compared to the state prison system.

Conclusion

The proposed Bethel Ready4Work-Tallahassee Re-Entry Program is designed to assist state prison inmates and ex-offenders transition back into the community after incarceration. Inmate re-entry programs are valuable social service tools for ex-offenders, particularly for state prisoners due to their longer sentences and the support structure designed to help them acclimate back in to their community through job training and social coaching. However, state re-entry programs are not significant tools in managing the population of the Leon County Jail or reducing jail expenses. Investments in such programs do not provide an offsetting savings at the jail but would require a new source of dedicated annual revenue to support the ongoing programmatic expenses. In order to realize significant cost savings at the jail, either a reduction in staffing levels or the closure of an entire pod due to a reduction in the inmate population would need to occur. Since the Bethel R4W Program is uniquely catered to the re-entry of state prison inmates, the program is not expected to generate cost savings within the Leon County Jail budget and staff recommends that no further action be taken on this funding request.

Should the Board wish to support this state inmate re-entry program, the Board may be better positioned to determine its level of support once the following elements of the program have been finalized. It is unclear at this time how the Bethel R4W Program would complement the existing re-entry services and programs administered by the Florida Department of Corrections Office of Re-Entry or the number of Leon County residents that would be served by this regional program. At this time, the Bethel R4W Program has not finalized a detailed budget, must renovate its primary facility, execute agreements with the Florida Department of Corrections or any outside service providers, secure formal commitments from local businesses to employ graduates from the program, and determine which services it will provide directly and which services it will refer to other agencies.

Further development of the program would also assist the Board in determining the appropriate method of funding. For example, the County is prohibited by ordinance from funding CHSP-eligible programs outside the CHSP process. Services provided directly by the Bethel R4W Program may be eligible to apply for future CHSP funding, but referral-based services would be ineligible. Additionally, the Board may want to consider that CHSP funding may already support the Bethel R4W Program's referral/partner agencies that would ultimately provide the services described herein. Should the Board wish to consider this funding request as part of the County's FY 2017 budget, staff would bring back a budget discussion item at the June 14, 2016 Budget Workshop.

Options:

1. Accept staff's report on the Bethel Ready4Work-Tallahassee Re-Entry Program and take no further action.
2. Direct staff to prepare a budget discussion item to consider funding for the Bethel Ready4Work-Tallahassee Re-Entry Program at the June 14, 2016 Budget Workshop.
3. Board direction.

Recommendation:
Option #1.

Attachments:

1. Correspondence from Bethel Empowerment Foundation dated March 25, 2016
2. Bethel Empowerment Foundation legislative funding request forms
3. Proviso language in the FY 2016-2017 General Appropriations Act

Bethel Empowerment Fou

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Rev. Dr. R.B. Holmes, Jr.
Founder/President

Lucretia Shaw Collins, Consultant
Interim Program Manager
850-322-3427
lshawcollins@gmail.com

P. O. Box 10273
Tallahassee, Florida 32302

March 25, 2016

Andy Johnson, MPA/MSP
Special Projects Coordinator
Leon County Commission
301 S. Monroe Street
Tallahassee, Florida 32301

Dear Mr. Johnson:

In response to your request of March 23, 2016, please find the following information. As we discussed on Tuesday, March 22th, the Chair of the Board of Directors of the Bethel Empowerment Foundation Inc. (BEF) was authorized to enter into contract with Operation New Hope Inc. (ONH) in Jacksonville on January 25, 2016, thereby establishing a partnership between the organizations. This partnership requires that BEF will operate its Ready4Work Reentry program in accordance with the guidelines outlined in the contract. In that a franchise agreement was signed and a brand name was purchased, in order for BEF to expect the same level of success in reducing recidivism and conducting job-training and workforce placement, the manner in which BEF manages its program has to be consistent with how ONH directs. Specific details of the operation of the program are proprietary information and will not be known by BEF staff until participation in the training program. Therefore, definitive answers to some of the questions are not available at this time.

Responses to your concerns will be addressed in the order presented in your request:

- **Updated budget (in as much detail as you can for now), including your proposal for which items are to be funded by state, city/county, and private dollars.**

In that the fiscal year for the state starts July 1st and the fiscal year for the county and city is October 1st, the program will be relying on private dollars for pre-operating expenses until such times as the public dollars are available. The anticipated starting date for operation of the program is August 1, 2016.

No government dollars will be used to renovate/retrofit the proposed reentry center. The facility is the property of Bethel Missionary Baptist Church and any upgrades will be made using private dollars. The Bethel Ready4Work-Tallahassee (R4W) Reentry Program will lease portions of the building for operation of the program. The program will fund improvements to the site as a tenant but the actual costs for renovations

will be paid for by the property owner. The specific costs for these types of improvements will not exceed $50,000.

Proviso language in the 2016-17 General Appropriations Act, authorizes the Bethel R4W-Tallahasee to use up to 25% of the appropriated dollars ($125,000) for startup activities. These activities will include: hiring and training of staff (up to seven positions before the projected launch date of August 1, 2016) – training will require travel and accommodations in Jacksonville and the length of training will vary according to the position - 3-5 days; purchase of furnishings; and purchase of computers, software and other office equipment, etc.

The Interim Program Manager has been hired and will be responsible for hiring and coordinating the training of the following staffer members: Intake Specialist; Case Manager; Career Development Instructor; Job Coach; Account Executive; and Executive Assistant. It is anticipated that all staff will be hired and complete training during June and July which will be paid for with private funds. After the public funds are made available starting in July and October, those dollars will also be used for personnel and operational services for the program.

Funds from the state, county and city will be used for **Direct Client Costs** which according to our replicated agency will include many of the following services: Drug Screening, Background Checks, Client transportation, Transitional housing, Identification, Mental Health Services, Substance Abuse Assessment, Substance Abuse Education, HIV Education, HIV Testing, Drug/Background Screening (laboratory), Vocational Training, Employment Incentives, Client Personal hygiene items, and Graduation Ceremony.

- **Timeline for events between now and the end of the first year of operation (including a building renovation schedule, fundraising, startup activities, program kick-off, and targeted start/end dates of the 4-6 week client sessions).**

In discussions with Board members and the Founder/President of the Bethel Empowerment Foundation, Inc., the anticipated program kick-off date will be August 1, 2016. In that public dollars will not be available until July and October, this will allow sufficient time to conduct fundraising activities to secure the needed private funds to operate the program, advertise, hire and train staff, and make the necessary improvements to the reentry facility which should be completed by the end of June.

As clarification to the job-training component of the program and the 4-6 week client sessions, it was explained that all classes start on Monday of each week. Clients enter the program as they are released from prison therefore there is no gap in participation. After they have completed an Intake questionnaire, background check, and pass a drug test, they are able to enter the program. Based on the progress of the client, completion of the program can be achieved within 4-6 weeks but completion of the program is on an individual basis. Classes are ongoing throughout the year therefore individuals graduate according to completion of the program.

- **List of agencies you will be directly contracting with for services (e.g., Bethel Family Counseling Center for mental/behavioral health, etc.) and expected dates to have these agreements in place.**

We are in the early stages of investigating service providers to partner with for transportation, drug testing, HIV testing, and several of the other direct client services. In that we will not accept clients into the program until a week after the official opening (projected date of August 1st), we will continue to conduct a thorough review of the service providers before an agreement is in place.

Bethel Family Counseling & Outreach Center will provide mental/behavioral health treatment, comprehensive evaluation, diagnosis, and treatment for offenders and their families. A contract or Memorandum of Understanding is forthcoming.

- **List of any agencies you'll be referring clients to (e.g., for housing services, etc.).**

We have been in preliminary discussions with several providers in the community which offer housing and other assistance to returning offenders, including Chuck White with the Kearney Center and Glenn Burns with Good Samaritan Network. A decision is forthcoming as we near the period in which clients will be released from prison and housing is critically needed.

I hope I have sufficiently responded to your questions with the information that is available to me at this time. No doubt that before the April 12, 2016 Agenda Item discussion, we will have additional information that we can share with the members of the Leon County Commission. Thank you so much for your assistance.

Sincerely,

Lucretia Shaw Collins

Lucretia Shaw Collins, Consultant &
Interim Program Manager

Senate
2016-2017 Budget Request Form
Bethel Empowerment Foundation, Inc.
Bethel Ready4Work-Tallahassee Re-entry Program (Bethel R4W-Tallahassee)

1. **Project Title:** Bethel Ready4Work-Tallahassee Reentry Program Date: November 30, 2015

2. **Project Description:** (include services to be provided): The primary objectives of this program are to: significantly reduce the recidivism rate in this community; provide hope and direction to inmates and ex-offenders to live a productive life; save taxpayers money; cultivate a safer community; strengthen, save, and sustain families of inmates and ex-offenders; and create a faith-based model for authentic prison transformation.

   The Bethel Empowerment Foundation, Inc., has partnered with the Operation New Hope (ONH) Ready4Work Reentry program in Jacksonville, Florida to establish the Bethel Ready4Work-Tallahassee Reentry program. ONH is a nationally recognized, "replicated model for facilitating the return of nonviolent ex-offenders back into the community, providing employment in the private sector and reducing recidivism significantly below state and federal re-incarceration rates."

   Based on the replication model of ONH, participants in the program will be non-violent/non-sexual offenders released from a Department of Corrections' facility. Eligibility for participation is limited to inmates and recently released ex-offenders who are transitioning back into the communities and workforces of Leon, Gadsden, Jefferson, or Wakulla Counties.

   The Bethel R4W program will offer pre-release services to include risk assessment, a plan-of-care, career development and life skills training, and referrals for incarcerated inmates who may be eligible for the job training and skill development component of the program upon release. Post-release services will include case management, career development and life skills training, life-coaching (mentoring), family reunification, and job placement assistance for ex-offenders.

   Bethel Ready4Work-Tallahassee will provide ex-offenders with the skills and support necessary to re-enter the community workforce as productive and responsible citizens. The program will partner with local businesses in Leon and surrounding areas who are willing to employ returning offenders. The success of the program will be measured not only by the number of offenders placed with employers, but with their retention and the feedback received from those businesses. In that ONH has a near 90 percent retention rate within the first year of an offender's employment, it is projected that the Bethel program will have similar successes.

   The major components of the Bethel Ready4Work-Tallahassee Reentry program include:

   - Job training and skill development
   - Character education, mentorship and guidance
   - Mental health and substance abuse treatment
   - Education
   - Housing

3. **Requester:** Rev. Dr. R.B. Holmes, Jr., Founder/President
   Organization: Bethel Empowerment Foundation, Inc.

4. **Recipient:** Name: Bethel Empowerment Foundation, Inc.
   Address: 428 W. Tennessee Street Tallahassee, FL 32301
   Counties: Leon, Gadsden, Jefferson or Wakulla Counties
   Private Organization: Not for Profit 501(c)(3) Organization

5. **Contact:** Name: Lucretia Shaw Collins
   Phone: 850-322-3427
   e-mail: lshawcollins@gmail.com

6. **What local/statewide interest does this project address?** Data released in May 2015 by the Florida Department of Law Enforcement indicated that from 2013-2014, the crime rate statewide dropped 5 percent, however, "Leon County's crime rate rose 7 percent from 2013 to 2014 and includes an all-time high for murders and forcible sexual offenses. Those murders, along with sexual assaults, robberies, aggravated assaults, burglaries, larcenies and motor vehicle thefts combined to rank Leon County with the highest (5,049) crime rate in the state." (Emphasis added).

   According to the Florida Department of Corrections (DOC), over 100,800 inmates are housed in its 56 state prisons per year at a cost of $18,064 per inmate. In FY 2013-14, Leon County residents, along with residents in the three surrounding counties, accounted for an estimated 1,000 of those inmates. During that same fiscal year, a total of 983 inmates were released back into the communities. Studies reflect that without intervention, nearly 50% of those offenders will commit new crimes in our neighborhoods and be sentenced to a county jail, federal prison, or recommitted to the Florida correctional system within three years.

   On an average, 87% of inmates within the Florida prison system will be released -- many without adequate job skills, untreated mental health and substance abuse problems, without a GED or diploma, or safe housing. There is a desperate need in our community for a reentry program to offer jobs, treatment, and other services to offenders as they prepare for transition from prison to home. This reentry program will significantly reduce recidivism, save tax dollars, cultivate a safer community, and strengthen, save, and sustain families of inmates and ex-offenders.

7. **Measureable Outcomes Anticipated:** (Please also include the metrics that will demonstrate the beneficial return on investment to Florida taxpayers): The most common metric for measuring successful reentry in the recidivism rate. The Ready4Work model defines recidivism as "any re-arrest" within three years after release from prison. The evaluation tools for each program component are as follows:

   - **Job Training and Skill Development:** Eligible offenders who have less than one year remaining in their sentence will be offered an opportunity, upon release, to participate in a comprehensive 4-6 week career development training course, featuring employment and life-skills. Employment readiness workshops will be provided, a monitoring system will be in place to document workshop attendance, job referrals, job placements, employer contacts/agreements, and other services provided to participants. Incentives will be offered to offenders who demonstrate the ability to remain employed for at least 90 days, continue to participate in a mentorship and guidance program, and participate in a character education program.

Using the replication model of Operation New Hope R4W program, it is expected that nearly 90% of the participants will maintain employment and continue to receive follow-up services which will strengthen their ability to care for themselves and their families.

- **Character Education, Mentorship and Guidance:** One of the primary objectives of the program is "to provide hope and direction to inmates for a full recovery." The faith-based model offered by this program will be introduced to inmates with 12 months remaining on their sentence. Persons participating in the program will be assigned a mentor who will guide them through the transition from incarceration to life outside of the institution and are willing to provide support to the offender for at least a year after release. The effectiveness of the program will be based on several measures including improvement in personal decision-making, the ability to articulate a healthy and holistic plan for life after incarnation, and consistent patterns of demonstrating the required life principles.

- **Mental Health:** The Bethel Empowerment Foundation, Inc., will partner with a mental health and substance abuse treatment provider who will evaluate each participating offender to determine the level of treatment needed for success, including helping to provide intervention and prevention strategies, self-help techniques, and social skills training, anger management training, and parenting training. The program will work collaboratively with the offenders and families to link them with the services needed to gain and maintain a healthy lifestyle.

  Progress, or lack thereof, will be evaluated every 30 days through a Treatment Plan Review. Offenders will be taught to implement interventions to cope with and/or decrease mental health and substance abuse symptoms. Discharge criteria will include, but not be limited to: when offenders have met 90% of his treatment plan, when services are no longer medically necessary, and/or the client is no longer eligible for services.

- **Education:** According to the Department of Corrections, at the time of admissions, 71.7 percent of inmates have less than GED Prep skills and about 25 percent are classified as having functional literacy skills (6.0 to 8.9 grade level). Providing an opportunity for inmates to receive general education and vocational training will significantly reduce the likelihood that the offender will return to prison and are more likely to find employment.

  A multifaceted evaluative model will be developed to include the following analysis:
  1. Percentage of inmates completing their GED or skills training
  2. Reduction in the rate of recidivism
  3. Employment after release statistics

- **Housing:** Based on information provided, most offenders indicate their intentions of returning to their family residence upon release. Family dynamics, legal ramifications, the need for treatment in transitional housing, or court-ordered placement are reasons other offenders cannot or should not return home. It is therefore estimated that safe and secure housing may need to be found for as many as 45-50% of ex-offenders.

  The Bethel Empowerment Foundation, Inc., will partner with organizations in the community who offer treatment facilities or residential housing for a select group of offenders. Finding and maintaining employment and obtaining safe housing are proven indicators that an offender is less likely to reoffend. This will result in reducing recidivism and saving tax dollars.

8. **Amount you are requesting from the State for this project this year?** $500,000 recurring funds.

9. **Total cost of project this year:** During the first year of operation, it is anticipated that the Bethel Ready4Work-Tallahassee Reentry program will be able to offer specific services to an estimated 50-75 offenders at a cost of approximately $5,000 per offender for a total range of $250,000 - $375,000. That will require the employment of 5-6 full time equivalent positions for approximately $235,000 - $269,000 per year, not including benefits. Other costs include: replication; operational supplies; operations professional services; occupancy expenses; office expenses; transportation expenses; and direct client costs, for a total project cost of $977,500.

   It is requested that language be included in Proviso to authorize up to 25 percent of the total funds appropriated to be used for startup activities for the Bethel Ready4Work-Tallahassee Reentry program.

10. **Is this request being made to fund?** (check all that apply): Operations and Retrofitting of facility.

11. **What type of match exists for this request?** Grants and donations have been requested from Local, Private, and Federal sources.

11a. **Enter all amounts that apply:**
   Total Cash Amount: N/A

   Total In Kind Amount: Property, buildings, and staff, including management, operation, and infrastructural support of the program will be provided by the Bethel Empowerment Foundation, Inc., Bethel Family Counseling and Outreach Center, Create, Inc., Bethel Veterans Outreach Center, Bethel Family Life Center, and Bethel Missionary Baptist Church.

   Pre-release services, including mentoring, risk assessment, a plan-of-care, career development and life skills training, and referrals for job training will be offered at the prison facilities operated by the Department of Corrections in Leon, Gadsden, Jefferson, or Wakulla Counties.

12. **Was this project previously funded by the state?** No.

13. **Is future-year funding likely to be requested?** Yes.

13a. **If yes, how much?** An annual $500,000 appropriation from General Revenue or other revenue sources.

13b. **What is the purpose of future year funding?** Recurring Operations.

14. **Will this be an annual request?** Yes.

15. **Was this project included in an Agency Budget Request?** No.

16. **Is there documented need for this project?** Yes.

16.a. **If yes, what is the documentation? (e.g.: County/local government, Agency Needs Assessment, etc.)**

Research indicates that there is an overwhelming need for mental health, substance abuse, job training, and educational programs in correctional institutions; however, sufficient dollars have not been allocated to keep up with the growing population and demands. In that over 87% of offenders will be released from prison, there needs to be a commitment to prepare them to be productive members of society when released. Research also shows that inmates/offenders who are not prepared to reenter society. i.e., with a job or having adequate job skills, alternative housing, mental health and/or substance abuse treatment before and after release, or having obtained a diploma or GED or plans to become an entrepreneur, are more likely to return to prison within three years of release. The Bethel Empowerment Foundation/Bethel Ready4Work-Tallahassee Reentry Program can begin to fill that void in Leon, Gadsden, Jefferson, and Wakulla Counties.

17. Was this project request heard before a public-noticed meeting of a body of elected officials (municipal, county, or state)? No

QUESTIONS 18-20 ARE ALL WATER, WASTEWATER, AND DEP RELATED.

House
2016-17 Budget Request
Justice Appropriations

1. Title of Budget Issue: Bethel Ready4Work-Tallahassee Reentry Program

2. Date of Submission: December 3, 2015

3. House Member(s) Sponsor: Representative Darryl Rouson, Democratic Ranking Member, District 70
   Representative Alan Williams, District 8

4. Details of Amount Requested:
   a. Has funding been provided in a previous state budget for this activity? Yes, funding was provided in the FY 2015-16 state budget for the Bethel Empowerment Foundation Reentry Program; however, the line item was vetoed.

   b. What is the most recent fiscal year the project was funded? FY 2015-16.

   c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes, the $400,000 legislative appropriation was vetoed.

   d. How much recurring funds were appropriated for this project for fiscal year 2015-2016? No recurring funds.

   e. How much non-recurring funds were appropriated for this project for fiscal year 2015-2016? There was a $400,000 non-recurring general revenue appropriation on Line Item 766A.

5. The following details regarding the funding request for FY 2016-17:
   - Whether it is for Fixed Capital Outlay, other one-time costs or operating expenses? The Bethel Empowerment Foundation, Inc., is requesting a $500,000 appropriation for operating expenses and to retrofit a facility which will be used to provide all of the training and program needs of the Bethel Ready4Work-Tallahassee Reentry program. It is requested that up to 25 percent of the total funds appropriated be used for startup activities

   - How much of the funding request is for non-recurring funds? None.

   - How much of the funding request is for recurring funds? The $500,000 budget request is for recurring funds.

6. Requester Name: Rev. Dr. R.B. Holmes, Jr., Founder/President, rbholmes2@gmail.com
   Lucretia Shaw Collins, Consultant, lshawcollins@gmail.com
   Organization: Bethel Empowerment Foundation, Inc.
   Phone #: 850-545-7427 or 850-322-3427

7. Organization or Name of Entity Receiving Funds

   Name: Bethel Empowerment Foundation, Inc. - Bethel Ready4Work-Tallahassee Reentry Program
   Counties and Service Areas: Leon, Gadsden, Wakulla or Jefferson Counties

8. Project Description:

   Summary of Program and Purpose: The primary objectives of the Bethel Ready4Work-Tallahassee Reentry program are to: significantly reduce the recidivism rate in this community; provide hope and direction to inmates and ex-offenders to live a productive life; save taxpayers money; cultivate a safer community; strengthen, save, and sustain families of inmates and ex-offenders; and create a faith-based model for authentic prison transformation.

   The Bethel Empowerment Foundation, Inc., has partnered with the Operation New Hope (ONH) Ready4Work Reentry program in Jacksonville, Florida to establish the Bethel Ready4Work-Tallahassee Reentry program. ONH is a nationally recognized, "replicated model for facilitating the return of nonviolent ex-offenders back into the community, providing employment in the private sector and reducing recidivism significantly below state and federal re-incarceration rates."

   Based on the replication model of ONH, participants in the program will be non-violent/non-sexual offenders released from a Department of Corrections' facility. Eligibility for participation is limited to inmates and recently released ex-offenders who are transitioning back into the communities and workforces of Leon, Gadsden, Jefferson, or Wakulla Counties.

   Bethel Ready4Work-Tallahassee (R4W) will offer pre-release services to include risk assessment, a plan-of-care, career development and life skills training, and referrals for incarcerated inmates who may be eligible for the job training and skill development component of the program upon release. Post-release services will include case management, career development and life skills training, life-coaching (mentoring), family reunification, and job placement assistance for ex-offenders.

   Bethel R4W-Tallahassee will provide ex-offenders with the skills and support necessary to re-enter the community workforce as productive and responsible citizens. The program will partner with local businesses in Leon and surrounding areas who are willing to employ returning offenders. The success of the program will be measured not only by the number of offenders placed with employers, but with their retention and the feedback received from those businesses. In that ONH has a near 90 percent retention rate within the first year of an offender's employment, it is projected that the Bethel program will have similar successes.

   The major components of the Bethel R4W-Tallahassee Reentry program include:

   - Job training and skill development
   - Character education, mentorship and guidance
   - Mental health and substance abuse treatment
   - Education
   - Housing

   Local, Regional or Statewide Interests and/or areas served: Data released in May 2015 by the Florida Department of Law Enforcement indicated that from 2013-2014, the crime rate statewide

dropped 5 percent, however, "Leon County's crime rate rose 7 percent from 2013 to 2014 and includes an all-time high for murders and forcible sexual offenses. Those murders, along with sexual assaults, robberies, aggravated assaults, burglaries, larcenies and motor vehicle thefts combined to rank Leon County with the highest (5,049) crime rate in the state." (Emphasis added).

According to the Florida Department of Corrections (DOC), over 100,800 inmates are housed in its 56 state prisons per year at a cost of $18,064 per inmate. In FY 2013-14, Leon County residents, along with residents in the three surrounding counties, accounted for an estimated 1,000 of those inmates. During that same fiscal year, a total of 983 inmates were released back into the communities. Studies reflect that without intervention, nearly 50% of those offenders will commit new crimes in our neighborhoods and be sentenced to a county jail, federal prison, or recommitted to the Florida correctional system within three years.

On an average, 87% of inmates within the Florida prison system will be released -- many without adequate job skills, untreated mental health and substance abuse problems, without a GED or diploma, or safe housing. There is a desperate need in our community for a reentry program to offer jobs, treatment, and other services to offenders as they prepare for transition from prison to home. This reentry program will significantly reduce recidivism, save tax dollars, cultivate a safer community, and strengthen, save, and sustain families of inmates and ex-offenders.

Details on how the funds requested will be spent: During the first year of operation, it is anticipated that the Bethel Ready4Work-Tallahassee Reentry program will be able to offer specific services to an estimated 50-75 offenders at a cost of approximately $5,000 per offender for a total range of $250,000 - $375,000. The Operation New Hope replicated model identifies at least 10 classifications/positions that would be needed when services are provided for up to 100 participants. However, it is anticipated that until the Bethel program becomes fully operational, only 4-5 full time positions will need to be filled with most employees handling multiple job responsibilities. Those positions will costs approximately $202,000 - $233,000, plus benefits. Other costs the first year will include: replication; operational supplies; operations professional services; occupancy expenses; office expenses; transportation expenses; and direct client costs, for a total projected program cost of $977,500.

It is requested that language be included in Proviso to authorize up to 25 percent of the total funds appropriated to be used for startup activities for the Bethel Ready4Work-Tallahassee Reentry program.

Measureable Outcomes Anticipated and Beneficial Return on Investment to Florida taxpayers: The most common metric for measuring successful reentry in the recidivism rate. The Ready4Work model defines recidivism as "any re-arrest" within three years after release from prison. The evaluation tools for each program component are as follows:

- **Job Training and Skill Development:** Eligible offenders who have less than one year remaining in their sentence will be offered an opportunity, upon release, to participate in a comprehensive 4-6 week career development training course, featuring employment and life-skills. Employment readiness workshops will be provided, a monitoring system will be in place to document workshop attendance, job referrals, job placements, employer contacts/agreements, and other

services provided to participants. Incentives will be offered to offenders who demonstrate the ability to remain employed for at least 90 days, continue to participate in a mentorship and guidance program, and participate in a character education program.

Using the replication model of Operation New Hope R4W program, it is expected that nearly 90% of the participants will maintain employment and continue to receive follow-up services which will strengthen their ability to care for themselves and their families.

- **Character Education, Mentorship and Guidance:** One of the primary objectives of the program is "to provide hope and direction to inmates for a full recovery." The faith-based model offered by this program will be introduced to inmates with 12 months remaining on their sentence. Persons participating in the program will be assigned a mentor who will guide them through the transition from incarceration to life outside of the institution and are willing to provide support to the offender for at least a year after release. The effectiveness of the program will be based on several measures including improvement in personal decision-making, the ability to articulate a healthy and holistic plan for life after incarnation, and consistent patterns of demonstrating the required life principles.

- **Mental Health:** The Bethel Empowerment Foundation, Inc., will partner with a mental health and substance abuse treatment provider who will evaluate each participating offender to determine the level of treatment needed for success, including helping to provide intervention and prevention strategies, self-help techniques, and social skills training, anger management training, and parenting training. The program will work collaboratively with the offenders and families to link them with the services needed to gain and maintain a healthy lifestyle.

  Progress, or lack thereof, will be evaluated every 30 days through a Treatment Plan Review. Offenders will be taught to implement interventions to cope with and/or decrease mental health and substance abuse symptoms. Discharge criteria will include, but not be limited to: when offenders have met 90% of his treatment plan, when services are no longer medically necessary, and/or the client is no longer eligible for services.

- **Education:** According to the Department of Corrections, at the time of admissions, 71.7 percent of inmates have less than GED Prep skills and about 25 percent are classified as having functional literacy skills (6.0 to 8.9 grade level). Providing an opportunity for inmates to receive general education and vocational training will significantly reduce the likelihood that the offender will return to prison and are more likely to find employment.

  A multifaceted evaluative model will be developed to include the following analysis:
  1. Percentage of inmates completing their GED or skills training
  2. Reduction in the rate of recidivism
  3. Employment after release statistics

- **Housing:** Based on information provided, most offenders indicate their intentions of returning to their family residence upon release. Family dynamics, legal ramifications, the need for treatment in transitional housing, or court-ordered placement are reasons other offenders cannot or should

not return home. It is therefore estimated that safe and secure housing may need to be found for as many as 45-50% of ex-offenders.

The Bethel Empowerment Foundation, Inc., will partner with organizations in the community who offer treatment facilities or residential housing for a select group of offenders. Finding and maintaining employment and obtaining safe housing are proven indicators that an offender is less likely to reoffend. This will result in reducing recidivism and saving tax dollars.

Documented Need for this program: Research indicates that there is an overwhelming need for mental health, substance abuse, job training, and educational programs in correctional institutions; however, sufficient dollars have not been allocated to keep up with the growing population and demands. In that over 87% of offenders will be released from prison, there needs to be a commitment to prepare them to be productive members of society when released. Research also shows that inmates/offenders who are not prepared to reenter society. i.e., with a job or having adequate job skills, alternative housing, mental health and/or substance abuse treatment before and after release, or having obtained a diploma or GED or plans to become an entrepreneur, are more likely to return to prison within three years of release. The Bethel Empowerment Foundation/Bethel Ready4Work-Tallahassee Reentry Program can begin to fill that void in Leon, Gadsden, Jefferson, and Wakulla Counties.

9. Provide the total cost of the project for FY 2016-17 from all sources of funding, categories provided: Grants and donations have been requested from local, state, federal and private donors/sources.

During the first year of operation, it is anticipated that the Bethel Ready4Work-Tallahassee Reentry program will be able to offer specific services to an estimated 50-75 offenders at a cost of approximately $5,000 per offender for a total range of $250,000 - $375,000. The Operation New Hope replicated model identifies at least 10 classifications/positions that would be needed when services are provided for up to 100 participants. However, it is anticipated that until the Bethel program becomes fully operational, only 4-5 full time positions will need to be filled with most employees handling multiple job responsibilities. Those positions will costs approximately $202,000 - $233,000, plus benefits. Other costs the first year will include: replication; operational supplies; operations professional services; occupancy expenses; office expenses; transportation expenses; and direct client costs, for a total projected program cost of $977,500.

Total In kind contributions will include property, buildings, and staff, including management, operation, and infrastructural support of the program provided by the Bethel Empowerment Foundation, Inc., Bethel Family Counseling and Outreach Center, Bethel Veterans Outreach Center, Bethel Family Life Center, and Bethel Missionary Baptist Church.

Pre-release services, including mentoring, risk assessment, a plan-of-care, career development and life skills training, and referrals for job training will be offered at the prison facilities operated by the Department of Corrections in Leon, Gadsden, Jefferson, and Wakulla Counties.

10. Is this a multi-year project requiring funding from the state for more than one year? YES. Although the program is aggressively seeking funding from multiple private and public sources, it is requested that an annual appropriation of $500,000 from General Revenue or other revenue sources be provided for the Bethel Ready4Work-Tallahasseee Reentry Program.

BUDGET ITEM RESEARCH CHECKLIST

1. **Entity Name:** Bethel Empowerment Foundation Reentry Program
Address: 438 West Tennessee Street
City: Tallahassee
County: Leon

PROPOSED FUNDING INFORMATION

2. **The total amount in the proposed budget for Fiscal Year 2016-17 is:** $ 500,000

This item is funded within Specific Appropriation #: 750

Is funding contingent on legislation passed by the 2016 Legislature? If so, please provide the bill number and sponsor below.

N/A

3. **What will this funding be used for?**
Please provide a description of the services, purpose of the project and target population

The Bethel Ready4Work-Tallahassee Reentry Program is an initiative of the Bethel Empowerment Foundation, Inc., whose primarily purpose is to offer job training and skill development services, character education, mentorship and guidance, mental health and substance treatment, educational opportunities, and alternative housing, when needed to inmates and ex-offenders to reduce the likelihood of those offenders committing another crime and returning to prison. Other post-release services will include case management, career development and like skills training, life-coaching (mentoring), family reunification, and job placement assistance for ex-offenders. The targeted population is limited to inmates and recently released ex-offenders who are transitioning back into the community and workforces of Leon, Gadsden, Jefferson, or Wakulla counties. The program will partner with local businesses in Leon and surrounding areas who are willing to employ returning offenders. The success of the program will be measured not only by the number of offenders placed with employers, but with their retention and the feedback received from those businesses. In that the program that Bethel is replicating (Operation New Hope) has a near 90 percent retention rate within the first year of an offender's employment, it is projected that the Bethel program will have similar successes.

4. **Please state the benefit to the State. Also, be sure to include the return on investment.**

Data released in May 2015 by the FDLE indicated that from 2013-14, the crime rate statewide dropped 5 percent, however, "Leon County's crime rate rose 7 percent and includes an all-time high for murders and forcible sexual offenses. Those murders, along with sexual assaults, aggravated assaults, burglaries, larcenies and motor vehicle thefts combined to rank Leon County with the highest (5,049) crime rate in the state." On average, 87% of inmates within the Florida prison system will be released statewide with an estimated 850 of those offenders returning to Leon and surrounding counties. If transitional programs are not in placed prior to their release and a support system offered, over 65% of those offenders will be re-arrested and sentenced to a county jail, or a state or federal prison within three years. In that it costs the Department of Corrections over $18,000 per year to house an offender and the Bethel Ready4Work-Tallahassee Reentry program is estimated to cost $6,000 per offender, per year, it would be a tremendous savings of tax dollars to invest in this reentry effort.

BUDGET ITEM RESEARCH CHECKLIST

5. Please provide how this project will be measured. Be sure to include performance measures, outcomes and standards.

The most common metric for measuring successful re-entry is the recidivism rate which Ready4Work defines as "any re-arrest" or contact with the correctional system. Traditionally, DOC measures recidivism as "re-entry into a DOC facility." Based on the successes of Operation New Hope (ONH) and the replicated program in Hillsborough, it is anticipated that when fully implemented, the Bethel Ready4Work program will experience the same successes. Over a three year period, R4W clients had a recidivism rate of only 35% versus a state and national average of 67.8%.

6. Please provide the number of persons to be served. Also include the cost per person to be served (unit cost).

During the first year of operation, it is anticipated that the Bethel R4W program will be able to offer specific services to an estimated 50 offenders at a cost of approximately $6,000 per offender per year. In FY 2013-14, Leon County residents, along with residents in the three surrounding counties, accounted for an estimated 1,000 DOC inmates. During that same fiscal year, over 850 of those inmates were released back into the community. Studies reflect that within 3 years, if there is no intervention, nearly 65% of those offenders will commit new crimes in our neighborhoods and be re-arrested, sentenced to a county jail, federal prison, or recommitted to a Florida correctional facility.

7. What are the anticipated results?
(Past performance data should be included if available or if previously funded)

It is anticipated that the Bethel Ready4Work-Tallahassee Reentry program will experience a recidivism rate of no more than 35% over a three year period. This is based on similar rates with clients in the Jacksonville and Hillsborough reentry programs.

8.
If the funding is nonrecurring, i.e. only for Fiscal Year 2016-17, how will services be continued in future years?

The funding requested is for recurring dollars. However, the organization is applying for grants and conducting fundraising efforts from local governments, private donors and philanthropists to maintain a constant cash flow and to ensure continued operation of the program.

9. Is any of the funding for this project Fixed Capital Outlay? No
If so, does the project include land acquisition? _____
Is this funding for a state-owned facility? _____

BACKGROUND INFORMATION

BUDGET ITEM RESEARCH CHECKLIST

10. Please provide a brief description of what the facility/organization does.

The Bethel Empowerment Foundation, Inc., is a Florida non-profit corporation that was re-established exclusively for the purpose of operating the Bethel Empowerment Foundation Reentry program.

11. Does/has the facility receive(d) state or federal funding? If so, please provide the below information. NO.

Fiscal Year	State Funds	Federal Funds	Other	TOTAL
2011-12				$ -
2012-13				$ -
2013-14				$ -
2014-15				$ -
2015-16				$ -
TOTAL	$ -	$ -	$ -	$ -

12. Does/has this entity contract(ed) with the State? If so, please complete the below table.
Note: This section is a subset for amounts listed in Number 11., above -- NO.

Fiscal Year	Contract Number	State Funds	Federal Funds	Other	TOTAL
2011-12					$ -
2012-13					$ -
2013-14					$ -
2014-15					$ -
2015-16					$ -
TOTAL		$ -	$ -	$ -	$ -

13. Has funding for this facility ever been vetoed? If so, please provide the below information.

Year	Fiscal Year	Amount	Specific Appropriation	Reason Vetoed
2011	2011-12			
2012	2012-13			
2013	2013-14			
2014	2014-15			
2015	2015-16	$ 400,000	766A	...the project was not subjected to any process to validate the program as a comprehensive evidence-based model that would ensure successful outcomes for inmates reintegrating back into the community.

14. Please list the name(s) and contact information of all legislative sponsor(s) and lobbyists associated with this issue.

Sen. Bill Montford (487-5003), Sen. Arthenia Joyner (487-5019), Sen. Rob Bradley (487-5007), Rep. Darryl Rouson (717-5070), Rep. Alan Williams (717-5008), Lucretia Shaw Collins (850-322-3427) and Loretta Darity (850-567-6392).

BUDGET ITEM RESEARCH CHECKLIST

15. Please provide below any additional information that should be considered.

The Bethel Empowerment Foundation, Inc., (BEF) took very seriously the reason provided by Governor Scott in his 2015 Veto Message of the $400,000 funding of the program in which he stated that "...the project was not subjected to any process to validate the program as a comprehensive evidence-based model that would ensure successful outcomes for inmates reintegrating back into the community." To demonstrate our commitment to this program and the needs of this community, the Bethel Empowerment Foundation, Inc., contracted with Operation New Hope (ONH) Ready4Work Reentry program in Jacksonville. ONH has a 15-year history and is a proven, evidenced-based, replicated model for facilitating the return of nonviolent ex-offenders back into the community. It provides job training in the private sector for ex-offenders which significantly reduces recidivism and saves millions of tax dollars. ONH's recidivism rate is less than 35% wherein the state and national rates are over 65%. BEF expects to experience the same or better recidivism results within a three year period and transform the lives of offenders in this community. Ready4Work-Hillsborough replicated the ONH model three years ago and has experienced similar successes. Public and private donations are being aggressively pursued, a facility has been secured, appropriate staff is being identified, and a registry of businesses who are willing to employ these trained offenders is being compiled.

16. Please provide the contact information of the person responsible for the information submitted above.

Name:	**Lucretia Shaw Collins**
Title	**Consultant**
Organization	**Bethel Empowerment Foundation, Inc.**
Phone Number:	**850-322-3427**
Email Address:	lshawcollins@gmail.com
Date Submitted:	**3/2/2016** *(mm/dd/year)*

Ready4Work-Hillsborough reentry program may not exceed 25 percent of the total funds appropriated. Ready4Work-Hillsborough will provide pre-release risk assessment, a plan-of-care, career development, life skills training, and referrals for incarcerated inmates who may be eligible for Ready4Work reentry program services upon release. Ready4Work-Hillsborough will also provide post-release services including case management, career development, life skills training, job skills training, life-coaching (mentoring), family reunification, and job placement assistance to offenders on community supervision. Ready4Work-Hillsborough may also provide such post-release services to formerly incarcerated persons (ex-inmates) who have been released from a Department of Corrections' facility no more than two years before entry into the Ready4Work-Hillsborough reentry program. Eligibility for participation in the Ready4Work-Hillsborough reentry program is limited to inmates, offenders on community supervision, and recently released ex-inmates who are transitioning back into the communities and workforce of Hillsborough, Pinellas, Pasco, or Polk counties. The department may request a budget amendment pursuant to chapter 216, Florida Statutes, to transfer funding from Specific Appropriation 750 to 633F, 638, 645F and 714 in order to serve incarcerated inmates as well as persons under community corrections supervision not to exceed the appropriated amount.

From the funds in Specific Appropriation 750, $200,000 in nonrecurring general revenue funds is provided for the Reentry Alliance Pensacola, Inc., for implementation and operation of a reentry program to assist ex-offenders with successful transition back into the community after release from incarceration.

From the funds in Specific Appropriation 750, $500,000 in nonrecurring general revenue funds is provided for the Bethel Empowerment Foundation Reentry Program, which replicates the Operation New Hope Ready4Work program. Funds used for startup activities for the Bethel Empowerment Foundation Reentry Program may not exceed 25 percent of the total funds appropriated. Bethel Empowerment Foundation Reentry Program will provide pre-release risk assessment, a plan-of-care, career development, life skills training, and referrals for incarcerated inmates who may be eligible for Bethel Empowerment Foundation Reentry Program services upon release. Bethel Empowerment Foundation Reentry Program will also provide post-release services including case management, career development, life skills training, job skills training, life-coaching (mentoring), family reunification, and job placement assistance to offenders on community supervision. Bethel Empowerment Foundation Reentry Program may also provide such post-release services to formerly incarcerated persons (ex-inmates) who have been released from a Department of Corrections' facility no more than two years before entry into the Bethel Empowerment Foundation Reentry Program. Eligibility for participation in the Bethel Empowerment Foundation Reentry Program is limited to inmates, offenders on community supervision, and recently released ex-inmates who are transitioning back into the communities and workforce of Leon, Gadsden, Jefferson and Wakulla counties. The department may request a budget amendment pursuant to chapter 216, Florida Statutes, to transfer funding from Specific Appropriation 750 to 633F, 638, 645F and 714 in order to serve incarcerated inmates as well as persons under community corrections supervision not to exceed the appropriated amount.

From the funds in Specific Appropriation 750, $600,000 in nonrecurring general revenue funds is provided for the Broward County Sheriff's Office inmate portal.

From the funds in Specific Appropriation 750, $900,000 in nonrecurring general revenue funds is provided to the City of Jacksonville for the Jacksonville Reentry Center (JREC), a program within the Jacksonville Journey initiative. JREC provides pre- and post-release support services for adult offenders returning to Duval County after incarceration in order to reduce criminal activity and recidivism.

From the funds in Specific Appropriation 750, $100,000 in nonrecurring general revenue funds is provided to the Hope City Center for operation of a reentry program to assist adult female ex-offenders with successful transition back into the Broward County community after release from incarceration.

From the funds in Specific Appropriation 750, $500,000 in nonrecurring general revenue funds is provided for the Regional and State Transitional Offender Reentry (RESTORE) Initiative in Palm Beach County. RESTORE, in collaboration with the Department of Corrections and community-based reentry partners, will facilitate the successful

Leon County
Board of County Commissioners

Notes for Agenda Item #19

Leon County
Board of County Commissioners

Cover Sheet for Agenda #19

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Full Board Reappointments to the Tallahassee Sports Council and Appointment to Council on Culture & Arts

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Assistant to the County Administrator
Lead Staff/ Project Team:	Stephanie Holloway, Sr. Executive Assistant

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option 1. Full Board reappoints the following Tallahassee Sports Council members to three year terms: Kip West, Elite Sporting Goods and Tim Randolph, Leon County Sheriff's Office

Option 2. Full Board to appoint one member in the At-Large category (Table 1) to the Council on Culture & Arts. The newly appointed member will complete the resigning member's term, through September 30, 2017.

Report and Discussion

Background:
This agenda requests Full Board reappointments to the Tallahassee Sports Council and one appointment to the Council on Culture and Arts.

Analysis:
Tallahassee Sports Council (TSC)

Purpose: The purpose of the TSC is to focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community.

Composition: The TSC is composed of 18 members; 12 members are designated by position, and six are at-large members who have demonstrated experience and interest in aspects of sports within Leon County to be appointed by the full Board for three-year terms.

Vacancies: The two following members of the TSC have terms that expire April 30, 2016. Both members participate and have been in good standing since their initial appointment in September 2012. Both have expressed their interest in continuing to serve on the TSC.

- Kip West, Elite Sporting Goods
- Tim Randolph, Leon County Sheriff's Office

Council on Culture & Arts (COCA)

Purpose: The responsibility of COCA is to coordinate and disseminate information regarding cultural events and opportunities.

Composition: COCA has 17 members – eight citizen appointees by the Board, seven citizen appointments by the City, one City Commissioner, and one County Commissioner. Members serve four-year terms, expiring September 30. The County has one appointment from each of the following categories: Business, Heritage, Marketing, Practicing Artist, Tourism, Volunteer, and two At-Large members. No Council member may serve more than two full terms.

Vacancy: Mr. Stephen Hogge, At Large Member, resigned December, 2015. COCA is required to forward/recommend three names for each vacancy. The COCA Nominating Committee has forwarded a letter with the names recommended for the At Large vacancy. (Attachment #1).

Table 1: Council on Culture and Arts

Vacancy	**Applicant**	**Recommended Action**
Stephen Hogge (*At Large)* *(resigned)*	Jay Revell Elizabeth Ricci Kati Schardl	Full Board to make one appointment.

Options:

1. Full Board reappoints the following Tallahassee Sports Council members to three year terms: Kip West, Elite Sporting Goods and Tim Randolph, Leon County Sheriff's Office
2. Full Board to appoint one member in the At-Large category (Table 1) to the Council on Culture & Arts. The newly appointed member will complete the resigning member's term, through September 30, 2017.
3. Board direction.

Recommendation:
Options #1 and #2

Attachment:
Attachment 1 – COCA Letter and Applications

COUNCIL ON CULTURE & ARTS | TALLAHASSEE/LEON COUNTY

March 22, 2016

Commissioner Bill Proctor
Office of the County Commission
301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301

Dear Commissioner Proctor,

One County-appointed position on the Council on Culture & Arts Board of Directors became vacant in December 2015 with the resignation of Stephen Hogge.

COCA is required to put forth three names to the County Commission for each vacant Board position. As recommended by COCA's Executive Committee, approved unanimously by COCA's Board of Directors, and in accordance with our organization's bylaws, the Board submits the following individuals for your consideration. I have included their application materials for your review. Careful thought was given to the skills and influence these new appointees will need to compliment the current membership of the Board, as well as the demographic composition of the board as a whole.

At Large (formerly filled by Stephen Hogge)

Jay Revell, Executive Director, Tallahassee Downtown Improvement Authority
Elizabeth Ricci, Attorney, Rambana & Ricci, PLLC
Kati Schardl, Editor/Writer, Visit Florida

We look forward to hearing from you soon regarding the Commission's actions. And, as always, feel free to contact us if you have any questions.

Sincerely,

Kevin M. Carr, Ph.D.
Grants Program Manager and Board Liaison

COCA – Council on Culture & Arts
816 South ML King Jr. Blvd., Tallahassee, FL 32301
www.tallahasseearts.org
850-224-2500

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT
COUNCIL ON CULTURE & ARTS

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Jay Revell | Date: 1/8/2016 10:04:50AM

Home Phone: (850) 567-9419 | Work Phone: (850)567-X85056 | Email: jay.tallahasseedowntown@gmail.c

Occupation: EXECUTIVE DIRECTOR | Employer: TALLAHASSEE DOWNTOWN IMPROVEMENT AUTHORITY

Preferred mailing location: Work Address
Work Address: 106 EAST JEFFERSON STREET, TALLAHASSEE, FL

City/State/Zip: TALLAHASSEE,FL 32301

Home Address 1230 CAMELLIA DRIVE

City/State/Zip: TALLAHASSEE,FL 32301

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes
For how many years have you lived in and/or owned property in Leon County? 11 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.

- [X] Business
- [X] Heritage
- [X] Marketing
- [ ] Practicing Artist
- [ ] Volunteer
- [X] Tourism

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 4 or more
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Sex: Age:
Disabled? No District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

SEE RESUME ATTACHED.

References (you must provide at least one personal reference who is not a family member):

Name: JOHN DAILEY Telephone: 8506065363
Address: 301 S. MONROE ST., 5TH FL.

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Jay Revell

This application was electronically sent: 1/8/2016 10:04:50AM

1230 CAMELLIA DRIVE, TALLAHASEE, FL 32301
PHONE. 850-567-9419
E-MAIL. COMMUNITYCATALYSTSLLC@GMAIL.COM

JAMES DAVID REVELL

EXPERTISE

With a passion for people and places, I have spent the past decade learning how to achieve a desired result through community engagement. My professional and personal experiences have helped me establish a successful method for moving issues and ideas through the public realm.

Today's competitive markets demand critical thinking and creative strategies. I have proven through many projects and initiatives that if people believe in a cause, they will create change.

I apply these principles as the Executive Director of the Tallahassee Downtown Improvement Authority. I work with private clients through my company, Community Catalysts LLC. That company is dedicated to moving big ideas forward.

PROFFESIONAL EXPERIENCE

Community Catalysts, LLC **Tallahassee, Florida**
2014- Present
President & Owner

Tallahassee Downtown Improvement Authority Tallahassee, Florida
2013 – Present
Executive Director

Leon County Board of County Commissioners Tallahassee, Florida

2009 – 2013
Aide to Commissioner John E. Dailey, representing District Three

Leon County Board of County Commissioners Tallahassee, Florida
2008
Intern to Commissioner John E. Dailey, representing District Three

Capital City Bank Group Tallahassee, Florida
2006 – 2007
Distribution Clerk

EDUCATION

The Florida State University Tallahassee, Florida
Class of 2012
Master of Science in Applied American Politics & Policy

The Florida State University Tallahassee, Florida
Class of 2009
Bachelor of Science in Political Science with minor in Business
- Brother Sigma Chi Fraternity : President 2008

Robert F. Munroe Day School Quincy, Florida
Class of 2005
Diploma
- President Class of 2005

LEADERSHIP TRAINING & RECOGNITION

Leadership Tallahassee, Class 32
2014-2015

Connect Florida, Statewide Leadership Institute, Class IV
2013-2014

Top 20 under 40 – Tallahassee Network of Young Professionals
Golden A.C.E. Awards
March 23, 2013
Public Servant of the Year

Nominee - Tallahassee Network of Young Professionals
Golden A.C.E. Awards
March 24, 2012
Public Servant of the Year

Delegate - Balfour Leadership Training Workshop
August 2008
The University of Missouri, Columbia, Missouri

COMMUNITY AND CIVIC INVOLVEMENT

Economic Club of Florida **Tallahassee, FL**

Member, 2015 – Present

Capital Tiger Bay Club **Tallahassee, FL**

Member , 2014 – Present

Tallahassee Symphony Orchestra **Tallahassee, FL**

Member, Board of Directors , 2014 – Present

Keep Tallahassee-Leon County Beautiful **Tallahassee, FL**

Member, Board of Directors, 2013 – 2015

The Mary Brogan Museum of Art & Science **Tallahassee, FL**

Member, Board of Directors, 2012 – 2013

Access Tallahassee **Tallahassee, FL**

Member, Advisory Board , 2012 - Present

Seminole Greek Alumni Foundation **Tallahassee, FL**

Founding Member , Board of Directors, 2011 – 2015

Epsilon Zeta Chapter of Sigma Chi Fraternity **Tallahassee, FL**

Member, Alumni Advisory Board, 2011 –2014

Tallahassee-Leon County Planning Department **Tallahassee, FL**

Midtown Action Plan Working Group

Member, 2010 – 2014

Knight Creative Communities Institute **Tallahassee, Fl**

Member, KCCI Advisory Board , 2012 – Present

2010 Community Catalyst and Initiative Chairman – Identify Tallahassee Initiative

PUBLISHED WORK

"Young professionals need 'Access'"
Tallahassee Democrat – Appeared on January 8, 2016

"We don't want to be Boulder, but a better Tallahassee"
Tallahassee Democrat – Appeared on June 9th 2015

"Sales Tax is key to our future"
Tallahassee Democrat – Appeared October 24th, 2014

"A Thriving Tallahassee, You'd better Believe it"
Tallahassee Democrat – Appeared May 3rd, 2014

"Campaign Aims for more vibrant Downtown"
Tallahassee Democrat – Appeared Friday August 2, 2013

"Come Downtown to love this city again"
Tallahassee Democrat -Appeared Wednesday February 13, 2013

"Collaboration will shape the future of College Avenue"
Tallahassee Democrat -Appeared Monday October 15, 2012

"Tallahassee needs to tout its young talent"
Tallahassee Democrat - Appeared Sunday August 6, 2012

"From vision to reality: Midtown comes of age"
Tallahassee Democrat - Appeared Tuesday May 1, 2012

"Bridging town and gown on College Avenue gateway"
Tallahassee Democrat - Appeared Tuesday March 13, 2012

"Help KCCI build a better city, one class at a time"
Tallahassee Democrat - Appeared August 8, 2011

"Shared visions will help us build plans for the future"
Tallahassee Democrat - Appeared Tuesday February 22, 2011

"It's time to enhance our sense of place"
Tallahassee Democrat - Appeared Sunday June 13, 2010,

REFERENCES

Hon. John E. Dailey **County Commissioner**
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee FL 32301
Tel 850 606 5363
daileyj@leoncountyfl.gov

Hon. Nancy Miller **City Commissioner**
City of Tallahassee
200 South Adams Street
Tallahassee, FL 32301
Tel 850 891 8706
Nancy.miller@talgov.com

E. Edward Murray Jr., CCIM **President / Broker / Principal**
NAI Talcor, Commercial Real Estate Services
1018 Thomasville Road, Suite 200A
Tallahassee FL 32303
tel 1 850 224 2300 ext 19
murray@talcor.com

William F. Butler, CRE **President / Founder**
Real Estate InSync
Highpoint Center, Suite 810
106 East College Avenue
Tallahassee, Florida 32301
tel 850 345 9455
will@realestateinsync.com

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT
COUNCIL ON CULTURE & ARTS

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Elizabeth Ricci | Date: 2/8/2016 3:23:15PM

Home Phone: (850) 667-6773 | Work Phone: (850)224-4529X85055 | Email: elizabeth.ricci@rambana.com

Occupation: ATTORNEY | Employer: RAMBANA & RICCI, PLLC

Preferred mailing location: Work Address
Work Address: 9918 BUCK POINT ROAD
9918 BUCK
City/State/Zip: TALLAHASSEE,FL 32312

Home Address 9918 BUCK POINT ROAD
9918 BUCK
City/State/Zip: TALLAHASSEE,FL 32312

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? Yes If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 15 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? Yes
If yes, on what Committee(s) are you a member? CULTURAL RESOURCES COMMISSION (LEGACY COCA)

Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.

- [X] Business
- [ ] Heritage
- [ ] Marketing
- [ ] Practicing Artist
- [X] Volunteer
- [ ] Tourism

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 1
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian Sex: Female Age: 40.00
Disabled? No District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

I WAS A CRC MEMBER IN THE PAST AND ENJOYED WORKING ON THE GRANT COMMITTEE AND LEARNING ABOUT THE MANY OPPORTUNITIES FOR ARTISTS AND THE PUBLIC TO BE ENGAGED IN ART AND CULTURE. I RAN THE TALLAHASSEE ITALIAN FAMILY FESTA FOR THREE YEARS AND PERSONALLY VALUE CULTURAL AND ARTISTIC EVENTS. THEY PROVIDE VALUE TO FAMILIES AND DRAW BUSINESS.

References (you must provide at least one personal reference who is not a family member):

Name: SHELLEY DUKE Telephone: 850 7669307
Address: 7183 OX BOW CIRCLE TALLAHASSEE, FL 32312

Name: MEREDITH TRAMMELL Telephone: 2123687130
Address: 1500 E. PARK AVENUE TALLAHASSEE, FL 323201

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Elizabeth Ricci

This application was electronically sent: 2/8/2016 3:23:15PM

ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT
COUNCIL ON CULTURE & ARTS

It is the applicant's responsibility to keep this information current.
To advise the County of any changes please contact Christine Coble
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov

Applications will be discarded if no appointment is made after two years.

Name: Kati Schardl | Date: 2/11/2016 3:23:07PM

Home Phone: (850) 933-7054 | Work Phone: (850)205-3848X | Email: kittykati.schardl@gmail.com

Occupation: EDITOR/WRITER | Employer: VISIT FLORIDA, INC.

Preferred mailing location: Home Address
Work Address:

City/State/Zip: TALLAHASSEE,FL

Home Address 1617 JACKSON ST.

City/State/Zip: TALLAHASSEE,FL 32303

Do you live in Leon County? Yes If yes, do you live within the City limits? No
Do you own property in Leon County? No If yes, is it located within the City limits? No
For how many years have you lived in and/or owned property in Leon County? 40 years

Are you currently serving on a County Advisory Committee? No
If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No
If yes, on what Committee(s) are you a member?

Please indicate your area of expertise. If you have experience in more than one field, please check all that apply.

- [ ] Business
- [x] Heritage
- [ ] Marketing
- [x] Practicing Artist
- [ ] Volunteer
- [x] Tourism

If you are appointed to a Committee, you are expected to attend regular meetings.

How many days permonth would you be willing to commit for Committee work? 2 to 3
And for how many months would you be willing to commit that amount of time? 6 or more
What time of day would be best for you to attend Committee meetings? Day, Night

(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: Caucasian Sex: Female Age: 59.00
Disabled? District:

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.

References (you must provide at least one personal reference who is not a family member):

Name: LINDA HALL Telephone: 850-591-4693
Address: GOOSEHALL@GMAIL.COM

Name: Telephone:
Address:

IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION www.leoncountyfl.gov/bcc/committees/training.asp BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Kati Schardl

This application was electronically sent: 2/11/2016 3:23:07PM

Leon County

Board of County Commissioners

Notes for Agenda Item #20

Leon County
Board of County Commissioners

Cover Sheet for Agenda #20

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Request to Schedule a Joint Workshop with the City Commission on Affordable Housing Issues on May 26, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Eryn Calabro, Director, Human Services & Community Partnerships Lamarr Kemp, Director, Housing Services

Fiscal Impact:
This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Schedule a joint workshop with the City Commission on affordable housing issues on May 26th, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers.

Report and Discussion

Background:

On March 23, 2016, the City of Tallahassee Commission held a workshop to review local affordable programs, current needs, and opportunities to enhance the availability of workforce housing (Attachment #1). At the conclusion of the workshop, the City Commission directed the City Manager to request the County Commission's participation in a joint housing workshop to discuss several housing strategies. This item seeks the Board's approval to schedule a joint meeting of the County and City Commissions for a workshop on affordable housing on Thursday, May 26th, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers.

Analysis:

Several of the affordable housing strategies discussed at the City workshop may benefit from the joint participation of both local governments. For example, City staff proposed the following recommendations for consideration; though the City discussed specific areas:

- **Develop a comprehensive Affordable Housing Plan.** This plan should be developed in conjunction with the public sector, private sector and community input. The City has adopted a HUD Consolidated Plan which outlines a five year goal for various housing and community development objectives. The Consolidated Plan is a useful tool, but a broader strategic effort would help prioritize the use of existing resources and potentially identity new partners and financing sources.
- **Develop a plan for a tax rebate program for targeted areas of the City**. The objective of this recommendation is to implement a tax rebate program for areas such as the Promise Zone and the Southside which would provide a property tax rebate to encourage new investment for commercial and residential development.
- **Expand housing rehabilitation efforts in targeted areas**. Increase and leverage current City resources and programs to rehabilitate affordable housing stock in targeted areas. This should include use of CRA funds in addition to City and other sources of revenue.

In the development of the workshop materials, County housing staff will work with the City to ensure any recommendations also consider appropriate unincorporated areas of the community as well as areas within the City limits.

The proposed joint meeting would take place concurrent to the workforce housing site visits planned by the County in conjunction with the $10,000 grant recently awarded by the Knight Foundation. At the time of this writing, staff is finalizing the itinerary for the seven city trip to identify best practices and implementation strategies for workforce housing solutions across the Southeast United States.

Staff recommends scheduling the joint workshop on May 26th, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers, which had previously been reserved for a CRA meeting but has since been cancelled. As proposed, the agenda for the meeting would include the three specific topics outlined above. Staff is seeking any additional direction from the Board on any other topics that should be included at the workshop.

Options:

1. Schedule a joint workshop with the City Commission on affordable housing issues on May 26th, 2016 from 9:30 a.m. to 11:30 a.m. in the City Commission Chambers.
1. Provide additional direction to staff for inclusion in the joint workshop materials.
2. Do not schedule a joint workshop with the City of Tallahassee Commission regarding affordable housing issues.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. March 23, 2016 City of Tallahassee Commission Workshop on Affordable Housing

Wednesday, March 23, 2016
City Commission Workshop

City Commission Workshop
1:00 p.m.
City Hall, 2nd floor
City Commission Chambers

1. Citizen input on agenda items (30 minutes)

Subject	**1.01 This is the portion of the meeting where Citizen Input on Agenda Items takes place. There is no written content.**
Meeting	Mar 23, 2016 - City Commission Workshop
Category	1. Citizen input on agenda items (30 minutes)
Type	Information

2. Discussion

Subject	**2.01 Review of Affordable Housing Needs and Update on Current Programs - Raoul Lavin, Administration & Professional Services**
Meeting	Mar 23, 2016 - City Commission Workshop
Category	2. Discussion
Type	Action, Discussion
Fiscal Impact	No
Budgeted	No
Budget Source	N/A
Recommended Action	Option 1: Review the information provided on the City's Affordable Housing Programs and provide comments and direction regarding future priorities.

For more information, please contact: Michael Parker, Community Housing and Human Services, 850-891-6457

Statement of Issue

This workshop agenda item is in response to the City Commission's 2016 priorities as established at the City Commission retreat and which include a focus on "opportunities to enhance affordable housing options and the overall health of our community". This discussion item will provide an overview of the following areas: (1) the affordable housing needs in our community based on currently available data, (2) the various resources which are available to address affordable housing, (3) the current programs and policies which support the City's affordable housing objectives, and (4) affordable housing development challenges and opportunities. The agenda item also provides a number of recommendations that will further provide direction on how the City will address affordable housing issues in the future. Key to these recommendations is the development of an Affordable Housing Plan that will provide a focus on rehabilitation, provide incentives for the redevelopment of targeted areas in our community, and which will also prioritize the use of the City's housing resources and establishes targets and benchmarks to monitor progress.

This workshop report begins by providing statistical information related to the City's affordable housing needs and is based on both census data as well as data from other leading sources. It should be noted that a review of the statistical information suggests that student housing supply and demand distorts our local affordable housing data and therefore the data may be negatively skewed by inflating the number of households that pay more than 30% of their income for rental housing and inflates the disparity in the percentage of renters versus homeowners in the Tallahassee. It should be noted that similar trends are observed when reviewing the same data for the City of Gainesville.

This data is presented as an overview of the overall status of our housing market but should not be viewed as a determining factor related to the status of affordable housing in the community. As part of the recommended Affordable Housing Plan, staff will work to refine the local housing market information to provide a more accurate account of the City's affordable housing needs. This will require further analysis of the data to extract the impacts of student housing in the community.

This agenda item is presented for discussion purposes and seeks direction from the City Commission on the recommendations being presented as well as future steps to be taken as it relates to affordable housing issues in the community.

Recommended Action

Option 1: Review the information provided on the City's Affordable Housing Programs and provide comments and direction regarding future priorities.

Fiscal Impact

N/A

Supplemental Material/Issue Analysis

History/Facts & Issues

Access to safe, affordable housing is a critical element when measuring the quality of life in a community. The City of Tallahassee has maintained an active program for many years focused on preserving and expanding the supply of affordable housing. Tallahassee is an entitlement City for purposes of receiving grants from the United States Department of Housing and Urban Development (HUD). As a result the City receives grant funds under a variety of programs specifically targeted for affordable housing. The City also receives funding from the State of Florida for affordable housing projects.

Defining Affordable Housing

The general definition of "affordable housing" is based on a formula which assumes that a homeowner or tenant should not pay more than 30% of their income for housing costs. Housing cost include rent, mortgage costs, insurance and utilities. Housing affordability is a function of the area's housing costs compared with the levels of household income. The median income for Leon County is $65,100 (for a family of four). The median house cost is $153,100 and the median monthly rent is $911. While these figures seem to indicate incomes should make housing costs manageable, they do not adequately reflect issues such as the size of households and the significant portion of the population that are low income. As a result the data suggests that the majority of the households who rent in Tallahassee spend more than 30% of the income on housing.

Most public resources that support affordable housing determine eligibility based on income as a percentage of the area median income (AMI) adjusted for family size. Categories of eligible households are identified based on their percentage of AMI such as: Moderate Income up to 120% of AMI, Low Income 80% of AMI, Very Low Income 60% of AMI and Extremely Low Income 50% or less of AMI. Most public affordable housing assistance is directed to households at or below 80% of AMI (Attachment 1).

There are affordable housing programs and resources which also target specific low income populations. Referred to as "special needs housing" these programs focus on housing for the elderly, physically disabled, persons with severe and persistent mental illness, persons with development disabilities, and the homeless. Special needs housing often incorporates services and assistive technologies that allow residents to stay in their homes as opposed to living in an

institution.

Another category of housing is "workforce housing". Workforce generally targets households that earn up to 140% of AMI. This housing category became a focus during the rapid rise of housing costs that took place leading up to the recession. At that time there were public resources available for this type of housing because of concerns that housing was becoming inaccessible to middle income households. The funding for this type of housing largely ceased when housing costs dropped dramatically during the recession.

Local Affordable Housing Needs

The primary sources of data used for this agenda item are the Florida Housing Data Clearinghouse with estimates and projections from the Shimberg Center For Housing Studies based on 2010 Census and population projections by the Bureau of Economic and Business Research (both at the University of Florida) and the American Community Survey Information available through American Fact Finder. While there may be some slight differences in data presented based on methodology in this agenda item, the data are consistent.

A review of the most recent data indicates several affordable housing challenges: a high number of renters and owners are "cost burdened", a low rate of homeownership, a high inventory of older housing, and a number of housing units are at risk of being lost from the City's affordable housing inventory. However it should be noted that the methodology used by these sources does not make an adjustments for the impact of student housing which likely skews the data with reference to "cost burden" and levels of homeownership. The housing data does not include on campus housing, but does not differentiate students from other tenants in the rental housing data. Therefore, student housing likely inflates the number of households that pay more than 30% of their income for rental housing and inflates the disparity in the percentage of renters versus homeowners in the Tallahassee data.

Cost Burden

According to HUD, a household is considered cost burdened, if more than 30% of the household's income is used for mortgage costs or gross rent (includes utilities). Households spending more than 50% are considered severely cost burdened. For the most part, this agenda will use 2014 estimates for consistency, although in some instances 2015 data is also available.

Data from the American Community Survey 2010-2014 five-year estimates, indicates there is are estimated 25,854 renters, which represents 60% of the rental households, and 6,539, which represents 32% of the homeowners, that are paying in excess of 30% of their income for housing and are thereby cost burdened.

As the tables below indicate 2014 data from the Florida Housing Data Clearinghouse further estimates, 19,165 renter households and 3,232 owner households with income of less than 80% are severely cost burdened (paying more than 50% of household income on housing) with the majority of severely cost burdened renters and owners having income levels of 30% AMI or less.

Severely Cost Burdened Households By Income (Tallahassee 2014)
Tenure: Renter

Household Income as % of AMI	2010	2014	2015	2020	2025	2030	2035	2040
30% AMI or less	(72%)13,359	13,761	13,884	14,502	15,396	15,801	16,190	16,659
30.1-50% AMI	(24%) 4,432	4,594	4,645	4,927	5,243	5,445	5,627	5,801
50.1-80% AMI	(4%) 775	810	821	876	938	972	1,000	1,025
Total	18,566	19,165	19,350	20,305	21,577	22,218	22,817	23,485

Severely Cost Burdened Households By Income (Tallahassee 2014)

Tenure: Owner

Household Income as % of AMI	2010	2014	2015	2020	2025	2030	2035	2040
30% AMI or less	(54%) 1,666	1,733	1,759	1,902	2,029	2,143	2,247	2,334
30.1-50% AMI	(22%) 677	708	719	785	837	891	940	975
50.1-80% AMI	(24%) 755	791	805	883	942	1,005	1,061	1,102
Total	3,098	3,232	3,283	3,570	3,808	4,039	4,248	4,411

Source: Florida Housing Data Clearinghouse

Homeownership

Based on the 2014 homeownership information from the Florida Housing Data Clearinghouse there were an estimated 77,730 households in Tallahassee, with 32,314 owners and 45,416 renters. While Tallahassee has a homeownership rate of 41.6%, unincorporated Leon County has a rate of 81.9% giving Leon County an overall homeownership rate of 54.8%. When compared with the other 66 counties in Florida, Leon County is last at number 67 (Attachment 2).

Although Leon County has the lowest homeownership rate in the state, it is not unlike Alachua County where Gainesville has a homeownership of only 39.9% while the unincorporated County has a rate of 71.1%. Other incorporated cities in Alachua County range from 70.3% to 82.5%. Alachua County ranks at number 66 just ahead of Leon County with a homeownership rate of 55.2% (Attachment 3).

This is likely influenced by the fact that both Tallahassee and Gainesville are home to major universities. The methodology used for this information indicates that off-campus college populations are included in the household-forming data.

Condition of Housing

Age of housing is often reflective of condition of housing. It is not uncommon for mature communities to have a large inventory of older housing. However, as this housing stock is distributed across the community it often results in higher levels of distressed housing particularly in low-income areas. A review of the City's code enforcement records (Attachment 4) shows concentrations of violations and outstanding code liens in the neighborhoods that make up the promise zone. Based on data from the American Community Survey 5-Year estimates, of the 84,584 units in Tallahassee, 50,785 (60%) of those were built prior to 1990, making them at least 25 years old, and 34,853 (41%) were built prior to 1980 making those at least 35 years old and with increased risk of issues such as the need for rehabilitation and the presence of lead based paint risks.

Additionally, 168 of these units lacked complete plumbing facilities and 733 lacked complete kitchen facilities. Based on anecdotal information resulting from the households served by Housing Division programs, there are a range of common housing problems suffered by homeowners at 80% AMI and below. These may be as simple as a single plumbing repair that can be easily served by the City's Emergency Home Repair Program (EHRP) to those houses in such bad condition that, even pairing up housing programs such as EHRP with the Owner-Occupied Rehabilitation program, the homes cannot be brought up to code. Even in the condition of these households, they are still occupied by residents.

Affordable Housing "At Risk"

Two factors are considered to contribute to the risk of losing assisted multifamily housing from the affordable housing inventory. Those are the age of the affordable housing and expiring subsidies. Properties 15 years old or older are at

risk of deterioration and default if additional capital investment is not made. This risk is even greater for those 30 years old or older. Those with expiring subsidies are those with income and rent restrictions which are due to expire.

Units considered "assisted units" are privately owned and subsidized by HUD, Rural Development(RD), Florida Housing Finance Corporation (FHFC), or local Housing Finance Authorities. They do not include public housing units because public housing units do not have affordability periods or subsidies that expire.

Based on information available from the Florida Housing Data Clearinghouse, as of 2015 there are approximately 3,269 assisted housing units in Leon County and an additional 220 units underway. However, that data also indicates there are an estimated 762 assisted units at risk of loss within the next 10 years and 503 in the following 10 years based on the year the subsidy expires (Attachment 5). Additionally, there were 1,127 additional units lost since 2002 (Attachment 6).

Affordability periods on Low Income Housing Tax Credit funding (LIHTC or 9% or 4% Housing Credits) allocated through FHFC is 50 years. However, those completed in the early 1990s had 30 year requirements, so affordability periods may be coming to an end. While some earlier HUD-funded housing may also be at risk, Section 811 began providing grants with 40 year affordability restrictions in 1991, and Section 202 loans funded after 1980 have 40 year affordability restrictions with limited prepayment rights. Some RD loans have restricted use periods with limited prepayment rights, but owners are generally not applying to prepay and terminate their rental assistance contracts so the risk is extremely low before 2020. Most RD loans in Florida were initiated after 1975 and have 50 year affordability periods.

Affordable Housing Resources

Financial Resources

The City of Tallahassee is a HUD "entitlement community" and therefore receives annual allocations from several federal grant sources. These allocations are based on various factors such as total population, levels of need as expressed by low income population and the amount of federal funding approved for the HUD programs. The HUD grants which the City received in the current fiscal year are: HOME Investment Partnerships Program (HOME) $660,758, Community Development Block Grant (CDBG) $1,772,740 and Emergency Shelter Grant (ESG) $157,046. The City also received funding in FY 2015/16 from the State Housing Initiatives Partnership Program (SHIP) in the amount of $903,923. Attachment 7 provides a brief overview of each of these grant programs along with the Neighborhood Stabilization Program (NSP) which still produces some affordable housing revenue to the City.

The Tallahassee Community Redevelopment Agency (CRA) also provides funding to support affordable housing. In FY 2016/17 the CRA allocated $300,000 to support affordable housing programs. These funds have been used for land acquisition, rehabilitation and housing construction.

The City also maintains the "Affordable Housing Trust Fund" which is administered by the Department of Community Housing and Human Services and is a local source of funding for affordable housing rehabilitation and production of new affordable housing. Funds may also be used as local match for the federal HOME program. Non-profit and private sector project sponsors are eligible to apply for Housing Trust funds. Eligible activities include: land acquisition, site development, down-payment assistance, housing construction, rental rehabilitation and rental housing production.

The Trust Fund gives priority to projects that: are located in a City target area; have a significant number of low-income occupants; will commit to a percentage of low-income occupancy and to a fixed period of affordability; and will correct physical deficiencies and extend the useful life of the project.

Sources of future capitalization of the Trust Fund include return on any investments and payments in-lieu from Developments of Regional Impact or inclusionary housing projects. The current available fund balance in the Trust

Fund is $1,310,963.

Land Resources

A recent analysis by the Planning Department determined that there is a significant amount of vacant land within the Urban Service Area (USA) to support residential demands. That analysis identified approximately 6573 parcels within the USA which could support resident units. These parcels (Attachment 8) reflect both individual lots as well as larger parcels. The attachment illustrates opportunities to develop infill housing and multifamily housing which could support both affordable housing and community development goals.

Development Incentives

The City also offers a number of incentives to encourage the development of affordable housing. These incentives are designed to reduce the cost for construction of affordable housing by providing technical assistance, expediting the approval process, lowering fees, and allowing for higher land utilization. The specific incentives are list below.

1. Expedited Permitting: Certified affordable housing projects are given priority status in the land use/growth management process. The Growth Management Department will give first priority to certified affordable housing projects in the processing of applications for Limited Partition subdivisions. Type A site plans and all certificates, permits and approvals issued by Growth Management.

2. Part I Environmental Assessments: Staff services are offered to perform Part I Environmental Assessments for small (20 units or less) certified affordable housing projects.

3. Technical Assistance: Staff members from various city departments are available to consult, on an informal basis, on project feasibility at the outset of project planning. An interdepartmental team of City staff will be available to certify a project as affordable and/or to consult on an informal basis with applicants for potential affordable housing projects regarding the feasibility of the project and issues of land use approvals, permitting and utility service.

4. Ongoing Review Process: A periodic review of local policies, ordinances, regulations and plan provisions examines whether they will increase the cost of housing prior to their adoption.

5. Water and Sewer Connection Fee Exemption: Developers of affordable housing units that receive water and sewer connections may be exempted for the connection fee charge. Exemptions include payment of the water systems charge ($630), sewer systems charge (estimated based on size of service) tap location fee ($275), water tap fee ($650) and sewer tap fee ($3,000). For eligible projects the City can pay those fees to reduce the housing costs.

6. Density Bonus for Inclusionary Housing: Under the Inclusionary Housing Ordinance, residential developments of 50 units or more in specific census tracts are required to build 10% of their units as affordable housing. In return for building the affordable units, developers may construct the units at densities greater than those provided in the respective classifications of land use contained within the Land Use Element of the City's Comprehensive Plan. Developers who agree to build affordable housing units under the Inclusionary Housing Ordinance may increase the density of the development up to 25% provided that there are no negative environmental impacts or other negative consequences

7. Regulation Reduction for Inclusionary Housing: Under the Inclusionary Housing Ordinance, residential developments of 50 units or more in specific geographic areas are required to build 10% of their units as affordable housing. In return for building the affordable units, developments may benefit from reductions in setbacks, lot sizes, buffering, and screening. Inclusionary housing units are exempt from transportation concurrency fees.

8. Density Bonus for Affordable Housing: Housing developers that commit to sell or rent homes to households earning less than 80% AMI are eligible to construct the units at densities greater than those provided in the respective classifications of land use contained within the Land Use Element of the City's Comprehensive Plan. Developers who agree to build affordable housing units in Planned Unit Developments may increase the density of the development up to 25% provided that there are no negative environmental impacts or other negative consequences.

9. Regulation Reduction for Affordable Housing: As an incentive to build affordable housing developments to maximum allowable density, regulation reductions are provided for any housing units constructed in Planned Unit Developments for households earning 80% AMI or less.

10. Allowance of Accessory Dwelling Units in Residential Districts: The City allows attached and detached accessory dwelling units in residential zoning districts. Attached accessory dwelling units and detached garage dwelling unit conversions are allowed based on the Land Development Regulation Chapter 10 Zoning, Article VII Supplementary Regulations, Section 10-412.

Partners

The City has a number of partners that it works with to advance affordable housing. These include public sector organizations as well non-profit and for-profit entities.

The City has worked with Leon County government on several joint projects to advance our affordable housing goals. In 2010, the City partnered with Leon County to utilize federal Disaster Recovery Grant funding for a variety of storm mitigation improvements which included funding direct to support affordable housing. The City and County executed a Memorandum of Understanding (MOU) which allowed $712,546 to be used for affordable housing projects within the City. The City administered these funds which were used to provide storm resistant roofs and windows on public housing units in the Springfield and Orange Avenue public housing developments. Funding was also used to purchase and install emergency backup power generators at the Miracle Hill and Bethel Towers senior housing facilities.

The City also works with the Tallahassee Public Housing Authority (THA) to assist with affordable rental housing. In 2007, the CRA partnered with THA and Pinnacle Housing Inc. to redevelop the Ebony Gardens public housing development in Frenchtown. The project resulted in the construction of Goodbread Hills which is a 93 unit development. The $13 million project was financed with a $925,000 grant from the CRA and $10 million in Low Income Housing Tax Credits (LIHTC) provided through the Florida Housing Finance Corporation (FHFC). Also in 2012, the City worked with the Big Bend Homeless Coalition (BBHC) and THA to obtain 50 Veterans Support Housing Vouchers (VASH). These vouchers are being used to support the housing costs for veteran's residing in the Home Front apartments at 1602 Stuckey Ave.

The City also partners with a large number of non-profit agencies to support our affordable housing programs and services. Those partners include:

- Tallahassee Lenders' Consortium (TLC) – Down payment assistance, homebuyer counseling and infill housing
- Tallahassee Urban League – residential rehabilitation
- Home Rehabilitation and Construction (HRD) – residential rehabilitation
- Bethel CDC – residential rehabilitation and infill housing
- Ability First – accessibility rehabilitation
- The Shelter/Comprehensive Emergency Services Center –emergency shelter
- ECHO – emergency shelter and transitional housing
- Big Bend Homeless Coalition/HOPE Community – emergency shelter, transitional housing and permanent housing.

- Big Bend CDC – infill housing
- Lutheran Social Services –transitional and permanent housing
- The Salvation Army – relocation assistance

Affordable Housing Programs and Services

The City provides a number of programs and services to assist in the rehabilitation, preservation and construction of affordable housing. The City operates the Emergency Home Repair Program (EHRP) in house and contracts with several non-profit agencies to provide services under the Owner-Occupied Housing Rehabilitation Program. These programs, along with Accessibility Rehabilitation and the Code Enforcement Rehabilitation programs provide assistance to low income homeowners with repairs and improvements to their homes.

The Down-Payment Assistance program, administered by TLC, assists low income homebuyers to obtain financing for a home purchase. The Water and Sewer Fee Exemption and Infill Housing Projects provide assistance for the new construction of affordable housing. A description of these program requirements and the number of units produced over the last five years is provided in Attachment 7.

The City also provides assistance to special needs housing programs and projects. The City played a significant role in providing the land and funding for the HOPE Community and the Kearney Center. These two facilities are providing housing and support services for homeless persons and families. The City provides funding assistance to the BBHC for the Continuum of Care (COC). By supporting the COC the City assists local non-profit service providers qualify for federal homeless assistance funding. A list of the special needs programs and projects which this City supports is found in Attachment 10.

Challenges and Opportunities

Traditionally the City has focused its housing resources primarily to preserve and promote affordable homeownership. This has been done by dedicating a significant portion of our housing resources to homeowner rehabilitation, down payment assistance and in-fill housing.

In the adopted FY 2015/16 Annual Plan the City allocated its federal and state grant revenue for housing and community development projects. The total amount allocated for housing and community services was $2,602,222. A total of $1,159,661 or 46% was allocated for programs to provide housing rehabilitation services to low income homeowners. A total of $379,114 or 15% was provided for affordable homeownership through down-payment assistance and infill housing assistance. A total of $753,056 or 29% was provided to support special needs housing operations and emergency assistance.

The rehabilitation of owner occupied housing is a large portion of our expenses because it is both expensive on a per unit basis and offers little opportunity for leveraging. A typical rehabilitation client does not have the ability to contribute to the rehabilitation costs and there is little opportunity to leverage the City's assistance. Conversely, down-payment assistance is highly leveraged with the typical participant receiving assistance which represents less than 10% of the total project cost.

The City's assistance for affordable rental housing has primarily been through contributions to support tax credit projects for the construction of new affordable rental housing. Because of the high project costs it is difficult for the City to initiate affordable rental projects.

Based on the current data there is a need to address the challenge of rental costs for low income tenants, expand the capacity to upgrade our aging affordable housing stock, increase affordable homeownership and provide incentives to extend the affordability period for existing assisted developments.

Addressing the "cost burden" issue cannot be done exclusively through affordable housing strategies. This issue is a

symptom of the larger economic disparities in our community and the number of low income households. Effective strategies to expand the supply of affordable rental housing will require access to new revenue sources and leveraging of current resources.

Expanding affordable homeownership will require increased efforts to develop affordable units and to cultivate eligible homebuyers. While some low-income renters could support mortgage payments they cannot qualify for conventional mortgages due to unsatisfactory credit.

Expanding our housing rehabilitation programs will require new strategies to leverage our existing resources. Rehabilitation is often a more cost effective alternative to new construction however; there are limited opportunities to match the City's participation with other funding. There have been successful projects in the past that the City has done in conjunction with non-profit groups which allowed us to use volunteers to lower the project costs. There may be an opportunity to expand the use of community groups and volunteers in this manner.

Looking at affordable housing best practices, we believe that we could better address our current and future affordable housing needs by considering some of the following recommendations:

- **Develop a comprehensive Affordable Housing Plan**. This plan should be developed in conjunction with the public sector, private sector and community input. The City has adopted a HUD Consolidated Plan which outlines our five year goals for various housing and community development objectives. The Consolidated Plan is a useful tool, but a broader strategic effort would help prioritize the use of our existing resources and potentially identity new partners and financing sources. Arlington County Virginia provides and example (Attachment 11) of a local Affordable Housing Plan with targets which illustrates this kind of planning.
- **Develop a plan for a tax rebate program for targeted areas of the City.** The objective of this recommendation is to implement a tax rebate program for areas such as the Promise Zone and the Southside which would provide a property tax rebate to encourage new investment and commercial and residential development.
- **Expand housing rehabilitation efforts in targeted areas**. Increase and leverage current City resources and programs to rehabilitate affordable housing stock in targeted area. This should include use of CRA funds in addition to City and other sources of revenue.

Options

1. Review the information provided on the City's Affordable Housing Programs and provide comments and direction regarding future priorities.

2. Direct staff to present additional information and recommendations

Attachments/References

1. AMI Table
2. Fla Homeownership Rankings by County
3. Homeownership Data for Leon & Alachua Counties
4. Code Enforcement Data
5. Inventory of Assisted Units
6. Expired Assisted Units
7. Housing Resources
8. Map of Vacant Parcels
9. Description of Housing Programs
10. List of Special Needs Programs
11. Arlington County Housing Plan
12. PowerPoint presentation presented at workshop

File Attachments

- Attachment 1.pdf (180 KB)
- Attachment 2.pdf (27 KB)
- Attachment 3.pdf (10 KB)
- Attachment_4.pdf (2,466 KB)
- Attachment_5.pdf (3,848 KB)
- Attachment_6.pdf (1,603 KB)
- Attachment_7.pdf (305 KB)
- Attachment_8.pdf (1,562 KB)
- Attachment_9.pdf (391 KB)
- Attachment_10.pdf (1,341 KB)
- Attachment_11.pdf (3,355 KB)
- Attachment 12.pdf (3,527 KB)

Leon County
Board of County Commissioners
Notes for Agenda Item #21

2016 Cycle Comprehensive Plan Amendments
Joint City-County Transmittal Public Hearing

2016 Cycle Comprehensive Plan Amendments

Cover Sheet for Agenda #21

April 12, 2016

To: Honorable Chairman and Members of the Board
Mayor and City Commissioners

From: Vincent S. Long, County Administrator
Ricardo Fernandez, City Manager

Title: Joint City-County Transmittal Public Hearing on the 2016 Cycle Comprehensive Plan Amendments

Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Megan Doherty, Principal Planner

Statement of Issue:

This item provides information on the proposed 2016 cycle amendments to the Tallahassee-Leon County Comprehensive Plan. The purpose of the Joint Transmittal Public Hearing is to allow the elected officials for both the City and County to receive public comments at this first public hearing and vote on transmittal of the proposed amendments to the State Department of Economic Opportunity. The second and final joint public hearing on these amendments is scheduled for Tuesday, May 24, 2016.

Recommendation:

Option 1: Conduct the transmittal public hearing on the 2016 Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.

Discussion

The Joint City-County Commissions Transmittal Public Hearing for the 2016 Cycle Comprehensive Plan amendments is scheduled for Tuesday, April 12 at 6:00 p.m. in the County Commission Chambers. This packet includes the agenda, staff reports, and public comments received for all 2016 amendments through March 25, 2016 (Attachments #1-4).

This is the first public hearing of the City and County Commissions on the 2016 cycle amendments. The second and final adoption public hearing for the 2016 amendments is scheduled for May 24, 2016.

The full public outreach and meeting schedule for the 2016 cycle amendments is included below.

Full 2016 Cycle Amendment Schedule:

Application Cycle	April 2015 – September 26, 2015
Notices Mailed to Residents (within 1000 feet)	Week of October 13, 2015
First Public Open House	November 19, 2015
Staff Reports Available Online	January 8, 2016
Local Planning Agency Workshop	January 14, 2016
Second Public Open House	January 14, 2016
Local Planning Agency Public Hearing	February 2, 2016
Local Planning Agency Public Hearing	March 1, 2016
• PCM201611 Drury Inn and Suites	
Joint City-County Workshop	March 8, 2016
Joint City-County Transmittal Public Hearing	April 12, 2016
Joint City-County Adoption Public Hearing	May 24, 2016

Land Use Element Report

Attachment #5 contains an additional agenda item regarding the Land Use Element Report that will be presented by Planning during the joint transmittal hearing. The item contains a preliminary report and a series of recommendations for consideration by the County and City Commission for moving forward with the Comprehensive Plan - Land Use Element update.

Options:

1. Conduct the transmittal public hearing on the 2016 Cycle Comprehensive Plan Amendments and direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.
2. Conduct the transmittal public hearing on the 2016 Cycle Comprehensive Plan Amendments and do not direct staff to transmit approved amendments to the Florida Department of Economic Opportunity.

Recommendation:

Option #1.

Attachments:

1. Public Hearing Agenda for the April 12, 2016 Joint City-County Transmittal Hearing
2. 2016 Cycle Summary Recommendations Matrix
3. 2016 Cycle Staff Reports
4. Public Comments received through March 25, 2016
5. Acceptance of the State of Land Use Element Report
6. Notice of Public Hearing

JOINT CITY-COUNTY COMMISSION TRANSMITTAL PUBLIC HEARING
2016 CYCLE COMPREHENSIVE PLAN AMENDMENTS
APRIL 12, 2016 6:00 PM
Fifth Floor, Leon County Courthouse, 301 S. Monroe Street

A. Introductory Comments by Staff

B. Public Comments on Consent Agenda

C. Consent Agenda: Consistent recommendations from the Planning Department and the Local Planning Agency.

- PCM201601: Fairmeadow Neighborhood
- PCM201602: Governor's Park
- PCM201603: Woodville Well Site
- PCM201604: Waterworks Site
- PCM201605: Miccosukee and Blairstone Road
- PCM201606: Tallahassee Memorial Hospital
- PCM201608: City of Tallahassee Utility Operation Site
- PCT201609: Intergovernmental Coordination Element
- PCT201610: Future Right-of-Way Needs Map
- PCM201611: Drury Inn and Suites

D. Public Comments on Additional Discussion Item

E. Additional Discussion Item: State of the Land Use Element Report

F. Adjournment

If you have a disability requiring accommodations, please contact the Tallahassee-Leon County Planning Department. The Planning Department telephone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is # 1-800-955-8771.

"Please be advised that if a person decided to appeal any decision made by the Planning Commission/Local Planning Agency with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The Planning Commission/Local Planning Agency does not provide or prepare such a record (Section 286.0105 F.S.)."

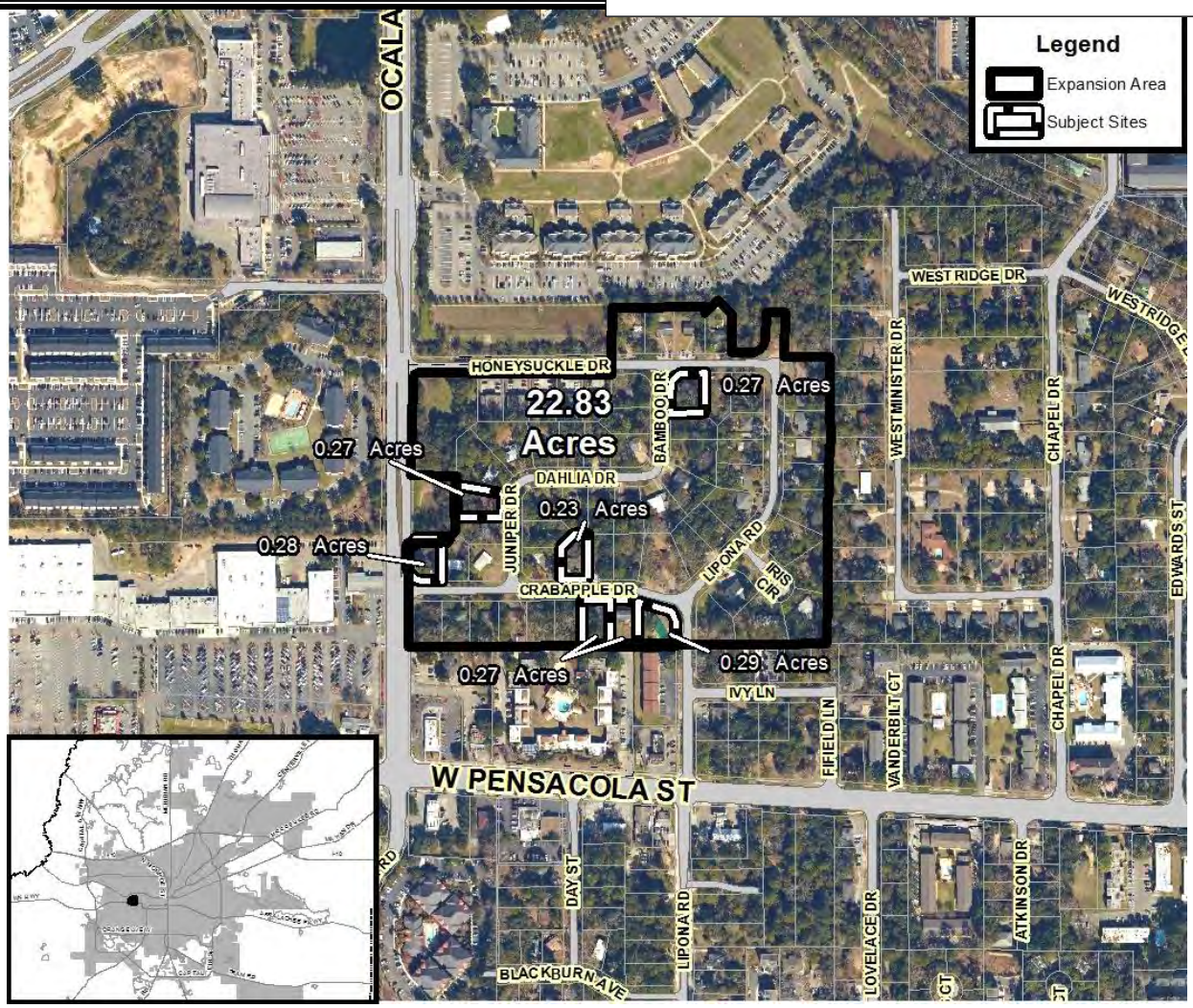
MATRIX FOR 2016 CYCLE AMENDMENTS

A = Approve
D = Denial
AM = Approve as Modified

Item #	*Amendment To:*	*Nature of Proposed Amendment*	*Planning Staff Recommendation*	*LPA Recommendation*	*City Commission Position*	*Board of County Commissioners Position*
PCM201601	FUTURE LAND USE MAP **Fairmeadow Neighborhood**	From: Residential Preservation To: University Transition 1.89 acres	**AM** – Expanded to include surrounding area	**AM** – Expanded to include surrounding area		
PCM201602	FUTURE LAND USE MAP **Governor's Park**	From: Multiple Land Use Designations To: Recreation/Open Space 30.2 acres	**A**	**A**		
PCM201603	FUTURE LAND USE MAP **Woodville Well Site**	From: Government Operational To: Woodville Rural Community with a Residential Preservation overlay 1.07 acres	**A**	**A**		
PCM201604	FUTURE LAND USE MAP **Waterworks Site**	From: Recreation/Open Space To: Central Core 0.57 acres	**A**	**A**		
PCM201605	FUTURE LAND USE MAP **Miccosukee and Blairstone Road**	From: Government Operational To: Suburban 2.56 acres	**A**	**A**		
PCM201606	FUTURE LAND USE MAP **Tallahassee Memorial Hospital**	From: Government Operational & Suburban To: Suburban & Government Operational 23.8 acres	**A**	**A**		
PCM201607	**WITHDRAWN**					
PCM201608	FUTURE LAND USE MAP **City of Tallahassee Utility Operation Site**	From: Suburban and Urban Residential-2 To: Government Operational 72 acres	**A**	**A**		
PCT201609	TEXT AMENDMENT **Intergovernmental Coordination Element**	Amend the Intergovernmental Coordination Element to define updated requirements for annexation procedures.	**A**	**A**		
PCT201610	TEXT AMENDMENT **Future Right-of-Way Needs Map**	Amend the Mobility Element to update the Future Right-Of-Way Needs Map to add new approved projects and remove completed projects.	**A**	**A**		
PCM201611	FUTURE LAND USE MAP **Drury Inn and Suites**	From: Suburban To: High Intensity Activity Center 9.05 acres	**AM** – Expanded to include surrounding area	**AM** – Expanded to include surrounding area		

TALLAHASSEE-LEON COUNTY
PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201601
Fairmeadow Neighborhood



SUMMARY

Property Owner:	**Property Location:**	**TLCPD Recommendation:**
Jennifer Pearce **Applicant:** Student Housing Rentals, LLC 2020 W. Pensacola St.	Seven units located on Crabapple Drive, Juniper Drive, and Bamboo Drive in the Fairmeadow subdivision.	Approve and expand amendment as recommended by staff.
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Artie White	Future Land Use: Residential Preservation (RP) Zoning: Residential Preservation-1 (RP1)	Approve with expansion area recommendation
Contact Information:	**Proposed Future Land Use & Zoning:**	
Artie.White@Talgov.com (850) 891-6432	Future Land Use: University Transition (UT) Zoning: University Transition (UT)	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

The applicant, Student Housing Rentals, LLC, has requested an amendment to the Future Land Use Map (FLUM) which would change the designation of multiple parcels within the Fairmeadow Subdivision from Residential Preservation (RP) to University Transition (UT).

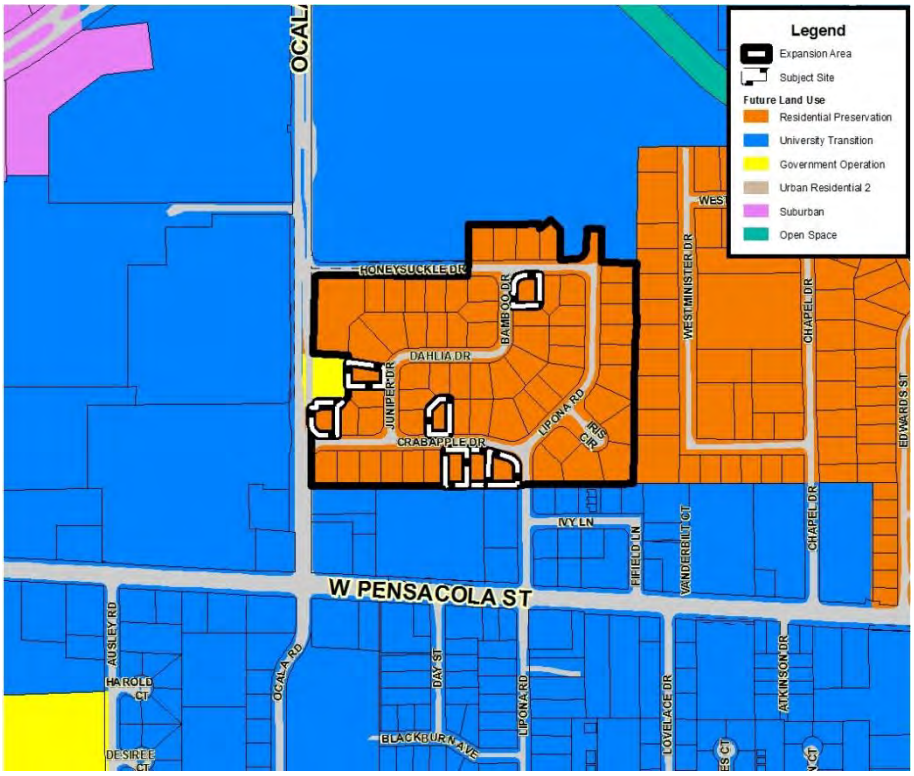
The parcels comprising the subject site are owned by the applicant and contain residential units typically leased to students. The applicant asserts that the vast majority of residential units within the Fairmeadow Subdivision are no longer owner occupied and are instead leased as student rentals. The proposed amendment is intended to recognize this transition.

Upon analyzing the proposed amendment, staff determined that the requested FLUM change should be applied to the entirety of the Fairmeadow Subdivision and the portion of the White Subdivision located on Honeysuckle Drive ("subject site").

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATIONS

The proposed map amendment would change the Future Land Use Map (FLUM) designation for approximately 22.8 acres from Residential Preservation (RP) to University Transition (UT). The following maps illustrate the current and proposed FLUM designations for the subject site.

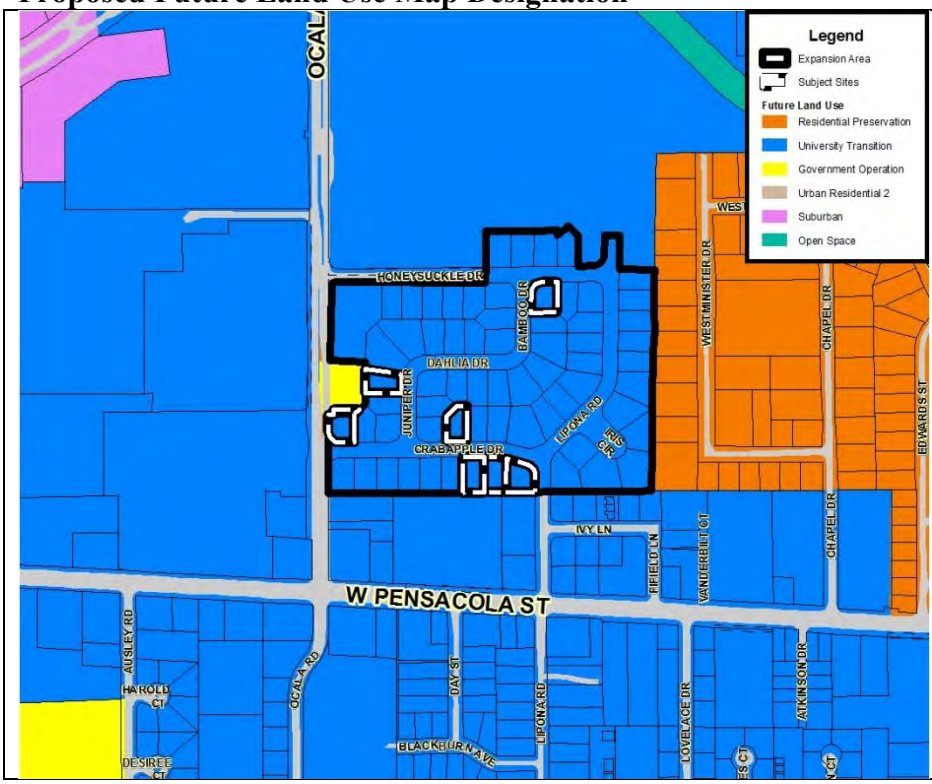
Current Future Land Use Map Designation



Current Designation

- Residential Preservation

Proposed Future Land Use Map Designation



Proposed Designation

- University Transition

C. RECOMMENDATION

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment contingent upon the expansion of the FLUM change to all 61 parcels in the Fairmeadow Subdivision and six parcels in the White Subdivision located along Honeysuckle Drive.

D. FINDINGS

1. Based on the Residential Preservation Analysis, the subject site no longer matches the description of the Residential Preservation land use category. The subject site more closely resembles the description of the University Transition land use category.
2. The subject site no longer matches the description of the Residential Preservation 1 (RP-1) or Residential Preservation 2 (RP-2) zoning district. The subject site more closely resembles the description of the University Transition (UT) zoning district.
3. The amendment is consistent with the options outlined in the West Pensacola Sector Plan for the area if the rate of owner occupancy continued to decline, which it has.
4. The subject site is centrally located between Tallahassee Community College and Florida State University, within the geographic boundary identified in the comprehensive plan as being appropriate for the University Transition future land use, and is predominantly surrounded by University Transition future land use.
5. The subject site is primarily comprised of rental units; only five of the 67 units (7.46%) claim homestead exemption.

E. STAFF ANALYSIS

History and Background

The parcels owned by the applicant, and initially proposed for the land use amendment, are located at 1901, 1903, 1907, 1908, and 2006 Crabapple Drive; 206 Juniper Drive; and 221 Bamboo Drive in the Fairmeadow Subdivision. The homes in the Fairmeadow Subdivision were built primarily between the 1950's and the 1970's. Overtime, the Fairmeadow Subdivision and surrounding area has been impacted by the growth of Tallahassee Community College, Florida State University, and Florida A&M University.

The seven parcels proposed by the applicant for amendment range from 0.23 acres to 0.29 acres and total approximately 1.89 acres. As a whole, the Fairmeadow Subdivision, including six parcels in the White subdivision along Honeysuckle Drive, total approximately 22.8 acres.

The West Pensacola Sector Plan, adopted by the City Commission in January 2006, identified strategies for the different neighborhoods in the West Pensacola Sector area. Per the plan:

> The West Pensacola Sector is a highly urbanized area, comprised of a mixture of university properties, university-related retail and services, student rental housing, large apartment units, stable older neighborhoods, and several government owned properties. Tallahassee Community College and Florida State University bookend the sector. (Page 3)

The Fairmeadow and White Subdivisions are considered part of the Chapel Ridge Neighborhood in the West Pensacola Sector Plan. Regarding ownership of the properties in the sector, the plan notes:

> The analyzed data and calculations suggest a trend of increasing rental use. Those neighborhoods closest Florida State are the three with the lowest percentage of owner-occupied homes. Prince Murat and the adjacent parcels (16.76%), Chapel Ridge (22.7%), and the eastern portion of Palmer-Monroe (23.34%) have very low percentages of homeownership despite the low density, single-family house development patterns. The proximity of these areas to the Florida State campus makes each desirable for renters in search of short commutes. (Page 10)

<u>Compared to 22.7% of homes in the entire Chapel Ridge Neighborhood being owner-occupied in 2006, only 7.46% of the homes in the subject site are owner-occupied today.</u>

Specifically regarding the Chapel Ridge neighborhood, which includes both the Fairmeadow and White Subdivisions, the West Pensacola Sector Plan states:

> For the remaining neighborhoods, preserving some or all of these areas may not be the best option. Some of these single-family areas aren't zoned exclusively for single family housing. In addition, for some of these neighborhoods that are, the homeownership has reduced significantly in just the past 5 years. The surrounding zoning has impacted these neighborhoods with traffic streaming through neighborhoods and apartments along the edge of the neighborhood. If these neighborhoods are to remain viable long-term, careful thought will be needed to make the areas attractive for single-family residents. (Page 26)

The West Pensacola Sector Plan identified three scenarios for the area in which the subject site is located (pages 24 -25).

The three options were:

> Option 1 - Return to a neighborhood of majority homeowners – A major shift will be needed to move these neighborhoods back to majority homeownership. In the meetings, resident-owners have recommended incentives for the private sector to rebuild existing single-family neighborhoods and homeowners to purchase in the sector.

> Option 2 - Become rental neighborhoods – The trend (both short-term and long-term) for all of the neighborhoods is an increase in rentals. With the exception of Cactus Street all neighborhoods are majority rental neighborhoods. This is the status quo choice.
>
> Option 3 – Create an Urban Community - Some of the residential areas may be better utilized as higher density development. Through the application of design standards similar to areas in the Downtown, the western edge of campus could redevelop with a combination of housing types while improving the condition of the area. However, simply rezoning the property does not ensure the assembly of properties and quality redevelopment.

The proposed amendment to the subject site is consistent with both Option 2 and Option 3. In the time since the West Pensacola Sector Plan was adopted, home ownership has continued to decrease in the Chapel Ridge neighborhood, suggesting that it is unlikely that the subject site can remain a viable owner-occupied neighborhood long-term. Based on the continued trend toward fewer owner-occupied units and increased rentals, Option 1 is an unlikely outcome, regardless of the proposed land use amendment.

Current and Proposed Future Land Use Categories

Residential Preservation (Current)

The Comprehensive Plan addresses the Residential Preservation future land use category in Policy 2.2.3, which states, "the primary function [of the Residential Land Use category] is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions." The full text of this policy is included in Attachment 1 to this staff report.

University Transition (Proposed)

The Comprehensive Plan addresses the University Transition future land use category in Policy 2.2.17, which states the University Transition land use category "is intended to be a compact land use category that provides higher density residential opportunities near the campuses, serving both to provide opportunities for student housing near the universities and to protect existing residential neighborhoods located away from the campuses from student housing encroachment." The full text of this policy is included in Attachment 1 to this staff report.

Consistency with Comprehensive Plan

Policy 2.2.17 [L] identifies the geographic area "lying west of South Adams Street, South of West Tennessee Street, north of Orange Avenue and adjoining Innovation Park and Tallahassee Community College to the east" as the area where University Transition can be applied. The subject site is located in this geographic area.

Policy 2.2.17 [L] also notes that the University Transition land use should serve to "provide opportunities for student housing near the universities." The subject site is located approximately one mile from Florida State University, two miles from Tallahassee Community College, and three

miles from Florida A&M University. Based on these general distances and the fact that the majority of the area is currently rented by students, the proposed amendment is consistent with this characterization of the University Transition land use category.

Policy 2.2.17 [L] states that University Transition is not intended to "encourage or facilitate the premature conversion of existing viable single-family residential neighborhoods." In a review of the Leon County Property Appraiser's data, only five parcels of the total 61 parcels in the Fairmeadow subdivision claim homestead exemption. Additionally, 19 units in the Fairmeadow Subdivision are registered rooming houses. Based on this analysis, the majority of properties are rentals. Of the five units in the adjacent White subdivision (the portion of the White Subdivision located on Honeysuckle Drive only), none qualify for homestead exemption. The location of the properties qualifying for homestead exemption are shown in the Current Uses map below. The non-vacant parcels on Honeysuckle Drive in the White Subdivision are duplex buildings. All of these properties are registered rooming houses. Based on the overall number of rental units, the proposed amendments would not likely be considered "the premature conversion of existing viable single-family residential neighborhoods."

Policy 1.1.2 [M] provides direction to "Designate energy efficiency districts in areas that are intended for greater densities and intensities to support frequent transit service and where primary priority is to be placed on providing a safe, comfortable and attractive environment for pedestrians and cyclists." The subject site is located within the Multimodal Transportation District. The goal of the MMTD is to facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled. Policy 1.1.2 [M] also provides direction to "evaluate and modify, if necessary, the zoning and land development regulations to ensure standards that will support compact, walkable, mixed-use development." The proposed amendment would support compact, walkable, mixed-use development.

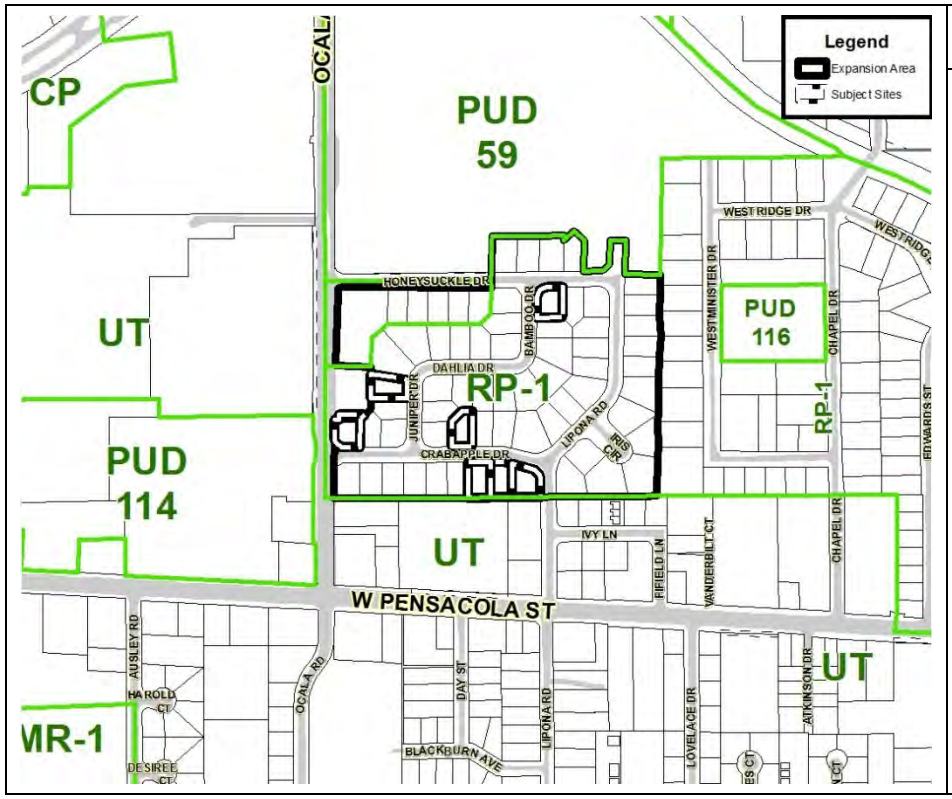
Policy 1.5.5 [M] established level of service standards and performance targets "to create community design that supports mobility." These performance targets include "50% of students at Florida State University (FSU), Florida A&M University (FAMU), and Tallahassee Community College (TCC) commute to campus via non-auto modes." The proposed amendment would provide for student housing options in a location where non-auto modes of transportation are viable.

Zoning

Consistent with the proposed FLUM amendment, a concurrent rezoning is being processed to change the zoning of the subject site from Residential Preservation-1 and Residential Preservation-2 to University Transition. The full text of these zoning districts is included as Attachment 2 to this staff report.

The following maps illustrate the current and proposed zoning for the subject site.

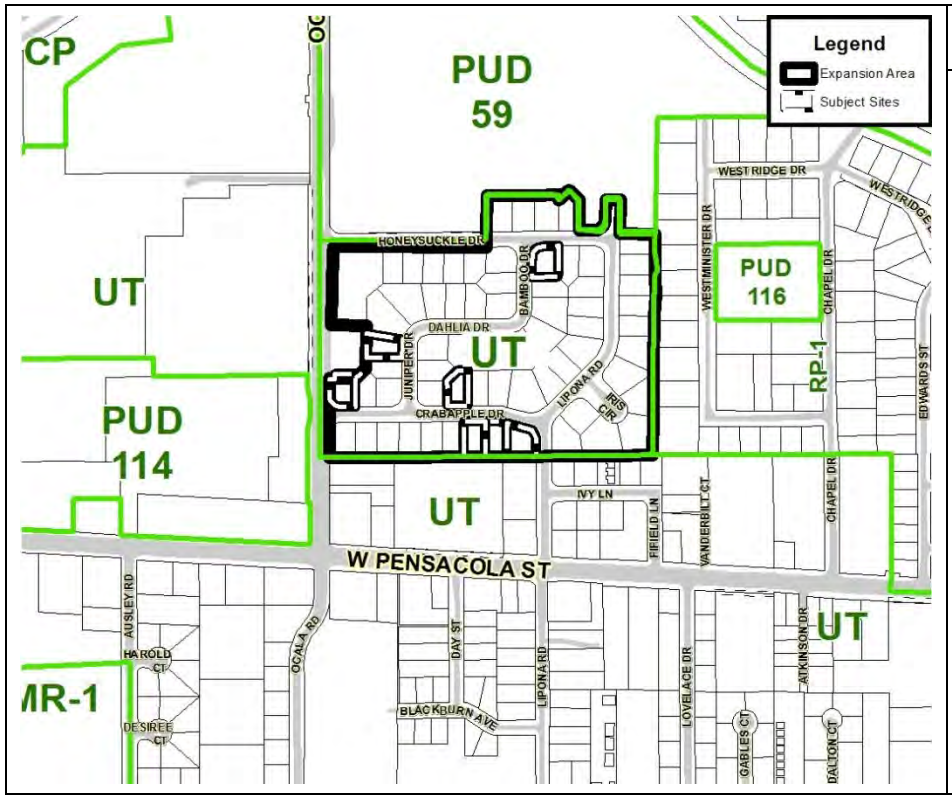
Current Zoning



Current District

- Residential Preservation-1

Proposed Zoning



Proposed District

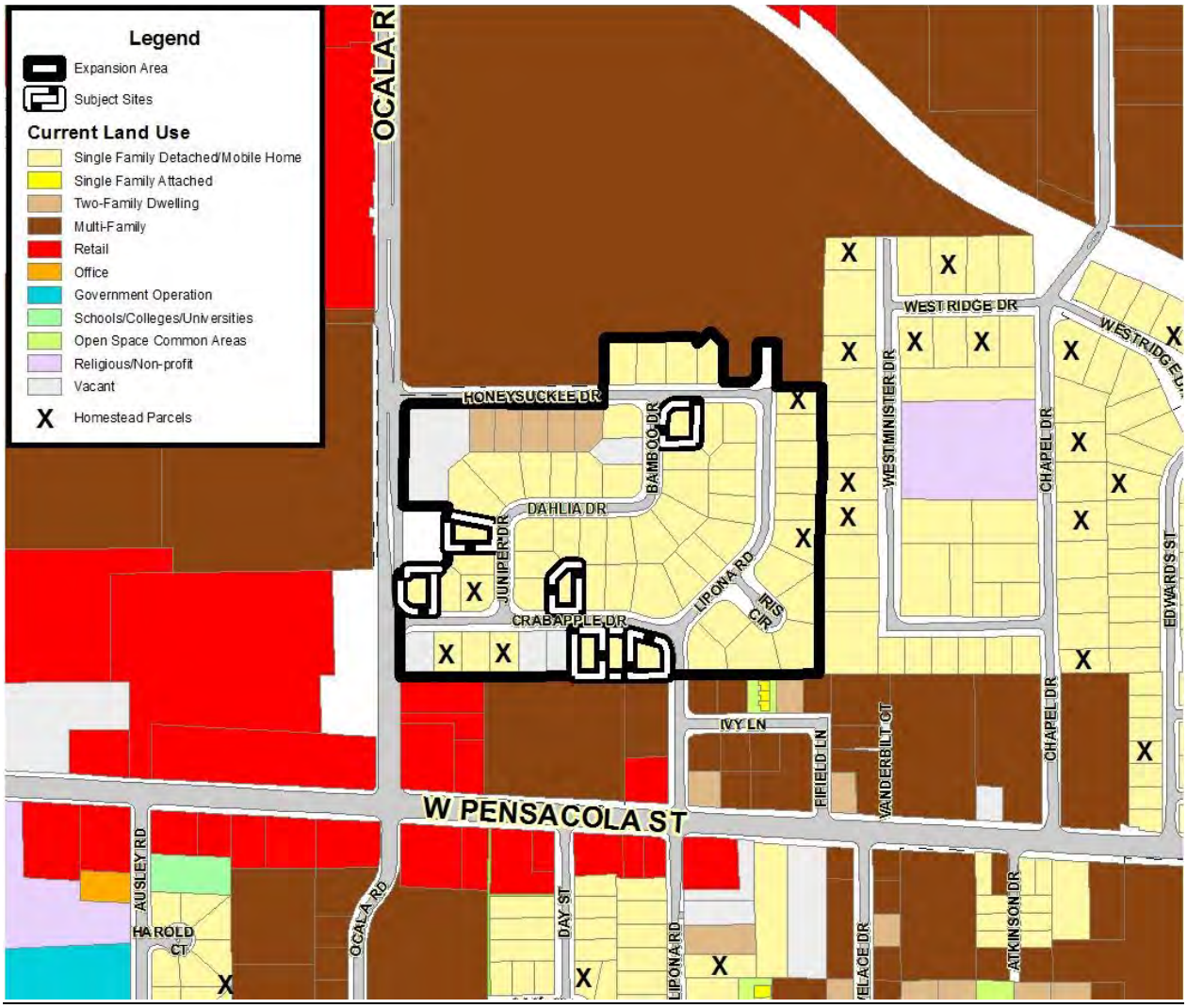
- University Transition

Existing Land Uses

The applicant's parcels have single-family detached houses in use as rental properties. Several of the applicant's parcels are directly adjacent to an apartment complex (multi-family land use designated as University Transition). To avoid spot zoning, it is recommended that the applicant's proposed amendment be expanded to include the entire Fairmeadow Subdivision and the parcels in the White Subdivision located along Honeysuckle Drive. This subject site is comprised of single-family detached houses and duplexes currently bounded by University Transition on three sides (north, west, and south), including Heritage Grove (a multi-family, student apartment development), other apartment complexes, and commercial development.

The Westminster Subdivision, located to the east of the subject site is currently designated Residential Preservation. Although the majority of single family homes in the Westminster Subdivision are rental units, there are a slightly higher number of owner-occupied homes in this subdivision than in the subject site area.

Existing Land Use Map



Residential Preservation Analysis

The following analysis evaluates whether the subject site is consistent with the characteristics of the Residential Preservation land use category. While there are some characteristics of the subject site that are consistent with Residential Preservation, there are multiple characteristics where the subject site is not consistent with the description of Residential Preservation included in Policy 2.2.3.

A) Existing land use within the area is predominantly residential.

Analysis: Existing land use within the subject site is residential, but the majority of residences currently function as rental housing for university students. The neighborhood is also directly adjacent to commercial and retail uses on both Pensacola Street and Ocala Road.

B) Majority of traffic is local in nature.

i) Predominance of residential uses front on local streets.

Analysis: Local streets within the subject site are fronted by residential uses, except Lipona Road providing access to commercial development near Pensacola Street. Ocala Road is a major collector and Pensacola Street is a minor arterial. Both serve a variety of uses, including single-family residential, multi-family residential, retail, and office.

ii) Relatively safe internal mobility.

Analysis: The subject has relatively safe internal mobility; however the internal mobility is very limited. The streets are designed to provide access through the subject site to either Ocala Road or Pensacola Street.

B) Densities within the area generally are six (6) units per acre or less.

Analysis: Within the subject site, densities are generally six units per acre or less. However, this is not the case with the areas surrounding the subject site. Immediately north of the subject site is the Heritage Grove PUD, which is a high-density student housing development. Directly south of the subject site are other higher-density multi-family apartment complexes that are generally marketed to college students. Directly across Ocala Street west of the Subdivision is another higher-density multi-family apartment complex that is generally marketed to college students. Shopping centers and other commercial/retail uses are also in the general area. The uses in Westminster Subdivision to the east of the subject site is primarily residential less than six units per acre, though higher-density multi-family apartment complexes on Pensacola Street and on Chapel Drive surround that subdivision also.

C) Existing residential type and density exhibits relatively homogeneous patterns.

Analysis: Honeysuckle Drive has a mixture of single-family detached houses and two-family dwellings (duplexes). Lipona Road provides access to apartment complexes, a restaurant, duplexes, as well as single-family detached houses. The remainder of the subject site is detached single-family houses.

E) Assessment of stability of the residential area, including but not limited to:

i) Degree of home ownership.

Analysis: The degree of home ownership in the subject site declined rapidly over the past decade. This rapid decline was noted in the West Pensacola Sector Plan, adopted

in 2006. Ownership in the subject site continued to decline in the time since the adoption of the West Pensacola Sector Plan.

ii) Existence of neighborhood organizations.
Analysis: The subject site does not have a homeowners association or neighborhood organization.

Because the subject area adjoins an area within the Residential Preservation future land use category (the Westminster subdivision), development in the subject area with shared property lines would be subject to the provision of a transitional development area (TDA) consistent with Policy 2.2.3 (5)(a)[L]. According to the policy, "Transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval."

Infrastructure Analysis

Water/Sewer

The subject site is currently served by City of Tallahassee potable water and sewer services.

Schools

School capacity is available at Nims Middle School and Godby High School to serve the proposed amendment. Riley Elementary School currently has no available capacity. While maximum theoretical buildout of the subject site could result capacity issues at the elementary level, the nature of the area and potential renters is expected to result in a lower than normal student generation rate.

Roadway Network

The subject site is served by local roads that connect directly to Ocala Road, a major collector, and Pensacola Street, a minor arterial. The subject site is located within the Multimodal Transportation District (MMTD). The goal of the MMTD is to facilitate the use of multiple modes of transportation, leading to a reduction in automobile use and vehicle miles traveled.

Pedestrian and Bicycle Network

Sidewalks, bicycle lanes, and the St. Marks Trail provide connectivity between the subject site and both Florida State University and Tallahassee Community College. The Collegiate Tour Bike Route, part of the Leon County Bike Route Network, provides options that connect the subject site to Florida A&M University, as well as Florida State University and Tallahassee Community College. Ocala Road and Pensacola Street have both bicycle lanes and sidewalks on both sides of the streets. The local roads within the subject site do not have sidewalks or bicycle facilities. The St. Marks Trail is accessible from Ocala Road, north of the Heritage Grove development.

Transit Network

The subject site is served by StarMetro's Tall Timbers route. The Tall Timbers Route has 40 minute headways and provides connections to Tallahassee Community College, Florida State University, Gaines Street, the Koger Center, and the Village Square shopping Center. A transfer to the Moss Route or the Dogwood Route is necessary to take transit to Florida A&M University.

The subject site is also served by Florida State University's Seminole Express Bus on the Osceola route and the Heritage route. The closest bus stops are located at the intersection of Pensacola Street and Lipona Road and on Ocala Street in front of Heritage Grove.

Environmental Analysis

The subject site is located in the Urban Services Area and in the Multimodal Transportation District on currently developed properties. There are no significant environmental features on the subject site.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 179 property owners within 1,000 feet of the subject site.

At the Local Planning Agency Workshop on January 14, 2016, direction was provided to expand the Future Land Use Amendment and Rezoning to the expansion area. Based on this direction, public notices were sent to 262 property owners within 1,000 feet of the expanded subject area. An additional letter was sent to the owners of property within the expanded subject area explaining that their properties are included in the proposed land use amendment and rezoning.

Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Workshop - January 14, 2015: The Local Planning Agency members discussed the requirement that a transitional development area be provided for areas of higher density adjoining an established neighborhood within the residential preservation land use category. The Residential Preservation Analysis on page 11 of this staff report was updated to include a discussion of the transitional development area and notes that transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval. The Local Planning Agency also requested that the existing land use map show the properties in the Westminster neighborhood that quality for homestead exemption. The legend on the existing land use map on page 9 of this staff report was moved so that the homestead exempt parcels in the Westminster neighborhood are visible.

The staff report was also updated to remove the 0.44 acre property located at 1902 Crabapple Drive from the applicant's requested amendment. The applicant verified that the property is not within their ownership. This parcel is still within the expansion area and would be included in the future land use amendment and rezoning.

Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment. Two members of the public attended the hearing and spoke to this amendment.

The first speaker asked why the Chapel Ridge neighborhood is not included in the expansion area for the amendment. The Chapel Ridge neighborhood is not included because it has a higher owner-occupancy rate than the Fairmeadows Neighborhood, there is a neighborhood association for the Chapel Ridge neighborhood, and because the amendment was publically initiated and no application for filed for properties in the Chapel Ridge neighborhood.

The second speaker owns a property in the Fairmeadow neighborhood that she rents. She discussed potential impacts to those who only own one lot in the neighborhood. She provided written comments, which are included with the public comments for this amendment.

H. ATTACHMENTS

Attachment #1: Full text of Comprehensive Plan Policies 2.2.3 and 2.2.14.

Attachment #2: Full text of Land Development Code Sections 10-170 and 10-242.

Residential Preservation

Policy 2.2.3 [L]: Characterized by existing homogeneous residential areas within the community which are predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions. Future development primarily will consist of infill due to the built out nature of the areas. Commercial, including office as well as any industrial land uses, are prohibited. Future arterial and/or expressways should be planned to minimize impacts within this category. Single family, townhouse and cluster housing may be permitted within a range of up to six units per acre. Consistency with surrounding residential type and density shall be a major determinant in granting development approval.

For Residential Preservation areas outside the Urban Service area the density of the residential preservation area shall be consistent with the underlying land use category.

The Residential Preservation category shall be based on the following general criteria. For inclusion, a residential area should meet most, but not necessarily all of these criteria.

1) Existing land use within the area is predominantly residential

2) Majority of traffic is local in nature

   a) Predominance of residential uses front on local street

   b) Relatively safe internal pedestrian mobility

3) Densities within the area generally of six units per acre or less

4) Existing residential type and density exhibits relatively homogeneous patterns

5) Assessment of stability of the residential area, including but not limited to:

   a) Degree of home ownership

   b) Existence of neighborhood organizations

In order to preserve existing stable and viable residential neighborhoods within the Residential Preservation land use category, development and redevelopment activities in and adjoining Residential Preservation areas shall be guided by the following principles:

a) The creation of transitional development area (TDA) for low density residential developments.

Higher density residential developments proposed for areas adjoining an established neighborhood within the residential preservation land use category shall provide a transitional development area along the shared property line in the higher density residential development. The development density in the transitional development area shall be the maximum density allowed in the Residential Preservation land use category. Development within the transitional development area shall be designed, sized and scaled to be compatible with the adjoining residential preservation area.

Transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval. The factors cited in paragraph (e) below shall be considered when determining the size of transitional development areas. The land development regulations shall specify development thresholds for the implementation of transitional development areas.

b) Limitation on future commercial intensities adjoining low density residential preservation neighborhoods.

New or redeveloped commercial uses adjoining residential preservation designated areas shall mitigate potential impacts by providing a transitional development area between the commercial uses and residential preservation uses and only those commercial activities which are compatible with low density residential development in terms of size and appearance shall be allowed. The factors cited in paragraph (e) below shall be used when determining the compatibility, design techniques and the size of transitional development areas. The design and layout of adjoining commercial uses shall be oriented to place the section of the development with the least potential negative impacts next to the residential preservation area.

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts by providing a transitional development area between the light industrial uses and the low and medium density residential uses. The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining light industrial uses shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area.

d) Additional development requirements for allowed community facilities when adjoining low density residential areas, except for cemeteries or religious facilities to be used solely for religious functions. Such development requirements will also apply to ancillary facilities when proposed in conjunction with religious facilities, and are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the community facilities and the adjoining residential preservation area.

e) Land use compatibility with low density residential preservation neighborhoods

A number of factors shall be considered when determining a land use compatible with the residential preservation land use category. At a minimum, the following factors shall be considered to determine whether a proposed development is compatible with existing or proposed low density residential uses and with the intensity, density, and scale of surrounding development within residential preservation areas: proposed use(s); intensity; density; scale; building size, mass, bulk, height and orientation; lot coverage; lot size/ configuration; architecture; screening; buffers, including vegetative buffers; setbacks; signage; lighting; traffic circulation patterns; loading area locations; operating hours; noise; and odor. These factors shall also be used to determine the size of transitional development areas.

f) Limitations on Planned Unit Developments in the Residential Preservation land use category.

Planned Unit Developments proposed within the interior of a Residential Preservation designated recorded or unrecorded subdivisions shall be generally consistent with the density

of the existing residential development in the recorded or unrecorded subdivision. Parcels abutting arterial roadways and/or major collectors may be permitted to achieve six dwelling units per acre.

The existing predominant development density patterns in Residential Preservation are listed in paragraph (g) below. Within 18 months of adoption, the PUD regulations shall be amended to include provisions addressing the preservation of established residential preservation designated areas. Said provisions shall address any proposed increase in density and the factors cited in paragraph (e) above.

g) Limitations on resubdivision of lots within established Residential Preservation designated areas.

To protect established single family neighborhoods from density intrusions, consistency within the recorded or unrecorded subdivision shall be the primary factor in granting approval for development applications. Consistency for the purposes of this paragraph shall mean that parcels proposed for residential development shall develop consistent with the lot size and density of the recorded or unrecorded subdivision.

1. Guidance on the resubdivision of lots in recorded and unrecorded single family subdivisions shall be provided in the Land Development Code.

2. Parcels proposed for residential development shall develop at densities generally consistent with the density of existing residential development in the recorded or unrecorded subdivision with the exception of parcels abutting arterial and/or major collector roadways which may be permitted up to six dwelling units per acre.

There may be two distinct density patterns in the Residential Preservation land use category as shown below:

Existing land use character of the subdivision	Gross residential density
Homogenous, very low density single family detached units (City Only)	0-3.6 dwelling units per acre (generally consistent with density of the subdivision)
Low density single family detached and/or non-single family detached units (including but not limited to townhomes and duplexes)	0-6.0 dwelling units per acre (generally consistent with density of the subdivision)

This section shall not be construed as to restrict the development of building types allowed by the applicable zoning district.

University Transition

Policy 2.2.17 [L]: The University Transition land use category may only be applied through amendment to the Future Land Use Map to lands located generally within the rectangle created by the Florida State University main campus and Florida A & M University, Tallahassee Community College/Lively Technical Institute campuses and Innovation Park. Specifically, lands lying west of South Adams Street, South of West Tennessee Street, north of Orange Avenue and adjoining Innovation Park and Tallahassee Community College to the

east. It is intended to be a compact land use category that provides higher density residential opportunities near the campuses, serving both to provide opportunities for student housing near the universities and to protect existing residential neighborhoods located away from the campuses from student housing encroachment. However, it is not intended that this category be applied in a manner that would encourage or facilitate the premature conversion of existing viable single-family residential neighborhoods. The category is intended to transition from present industrial and lower density residential uses to those more compatible with vibrant urban areas and shall remain within a compact area located in close proximity land owned by the universities and existing areas designated as University Transition. Higher density residential redevelopment of up to 50 DU/AC is allowed to provide housing for students and close in housing opportunities to the downtown for professionals. Retail commercial limited to a smaller scale classification to provide essential services to immediate residents and ancillary needs of universities such as book stores and photo copying establishments may be permitted. State and private offices properly designed and scaled to surrounding uses may be permitted as well as central parking facilities, artistic studios and workshops. Restaurants, movie theaters, lounges and other entertainment commercial uses shall be permitted as commercial. Development regulations which allow flexibility in their design and operation to permit such uses as outdoor cafe and gardens shall be incorporated into zoning code. Pedestrian pathways and access systems shall be designed to connect universities, downtown, civic/arts center, and residential and commercial areas to cut down on dependence of automobile travel. Design controls shall be employed to provide land use compatibility by offsetting potential negative impacts. The areas within the Gaines Street Revitalization Plan Study Area will have up to 100 DU/AC.

Tallahassee Land Development Code

(a) *Purpose and Intent.*

(1) The district is characterized by existing homogeneous residential areas within the community which are predominantly accessible predominantly by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land uses and density intrusions. Commercial, retail, office and industrial activities are prohibited (Certain non-residential activities may be permitted as home occupations--See article VII of this chapter, Supplementary Regulations). Single-family, duplex residences, mobile home and cluster housing may be permitted within a range of zero (0) to six (6) units per acre. Compatibility with surrounding residential type and density shall be a major factor in the authorization of development approval and in the determination of the permissible density. No development in the residential preservation district shall be permitted which violates the provisions of Policy 2.1.1 of the Future Land Use Element of the 2010 Comprehensive Plan.

(2) For Residential Preservation areas outside the Urban Service Area the density of the non-vested development in residential preservation area shall be consistent with the underlying land use category: no more than one (1) unit per ten (10) acres in the Rural category; no more than one (1) dwelling unit per acre (clustered) or one (1) dwelling unit per three (3) acres (not clustered) in the Urban Fringe category. The Residential Preservation land use category is divided into five (5) zoning districts based upon existing development patterns and service provision:

a. RP-1;
b. RP-2;
c. RP-MH;
d. RP-UF; and
e. RPR.

(3) The intent of the districts listed in subsections (2) a. through e. of this section are as follows:

a. The RP-1 District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving single-family residential character, protecting from incompatible land uses, and prohibiting densities in excess of three and six-tenths (3.6) dwelling units per acre.

b. The RP-2 District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving the low density residential character of single-family, two-unit townhouse, and

duplex residential development, protecting from incompatible land uses, and prohibiting densities in excess of six (6.0) dwelling units per acre.

c. The RP-MH District is intended to apply to residential development in areas designated "Residential Preservation" on the Future Land Use Map, preserving the low density residential character of manufactured home, mobile home, and conventional single-family and duplex residential development, providing protection from incompatible land uses and intensities, and prohibiting densities in excess of six (6.0) dwelling units per acre.

d. The RP-UF District is intended to apply to residential development in areas designated as both "Urban Fringe" and "Residential Preservation" on the Future Land Use Map, preserving the low intensity residential character of conventional single-family residential and manufactured home, mobile home, development, protecting from incompatible land uses and intensities, preventing the premature development of land at intensities not supportable by existing infrastructure or services, and prohibiting densities in excess of three and six-tenths (3.6) dwelling units per acre in platted subdivisions, one (1.0) dwelling unit per acre (net) for clustered developments on unplatted lots, or one (1.0) unit per three (3) acres, for all other developments.

e. The RP-R District is intended to apply to residential development in areas designated as both "Rural" and "Residential Preservation" on the Future Land Use Map, preserving the very low density rural residential character of conventional single-family residential and manufactured home, mobile home, development, protecting from incompatible land uses and intensities, preventing inefficient development patterns, and prohibiting densities in excess of three and six-tenths (3.6) dwelling units per acre in platted subdivisions, or one (1.0) dwelling unit per ten (10) acres on unplatted lots.

(4) Applications for rezoning to any and all of the residential preservation districts shall include review to ensure compatibility with existing and surrounding residential type and density.

(b) *Allowable Uses.* For the purpose of this chapter, the following land use types are allowable in the RP-1, RP-2, RP-MH, RP-UF and RP-R zoning districts and are controlled by the Land Use Development Standards of this chapter, the Comprehensive Plan and Schedules of Permitted Uses.

(1) Low Density Residential
(2) Passive Recreation
(3) Active Recreation
(4) Community Services
(5) Light Infrastructure

(c) *List of Permitted Uses.* See Schedules of Permitted Uses, subsections 10-241(a) and (b). Some of the uses on these schedules are itemized according to the Standard Industrial

Code (SIC). Proposed activities and uses are indicated in the schedules. The activity or use may be classified as permitted, restricted or permitted through special exception, or not allowed. Restricted and Special Exception Uses must meet the criteria in article VII of this chapter. Chapter 9, article III of this Code sets forth the development approval process required for allowable uses.

(d) *Development Standards*. All proposed development shall meet the Land Use Development Criteria specified in subsection 10-241(b); commercial site location standards (section 10-174); buffer zone standards (section 10-177); criteria of the Land Development Standards Schedule (article IV, division 4 of this chapter); and parking and loading requirements (article VI of this chapter).

SECTION 10-241 RESIDENTIAL PRESERVATION
ALLOWABLE USES: APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS
P PERMITTED USE
S SPECIAL EXCEPTION
R RESTRICTED USE

SIC CODE	NAME OF USE	LAND USE TYPE				
		LR	PR	AR	CS	LI
	Dwelling, One-Family	P				
821	Elementary and secondary schools				S	
866	Religious Organizations				S	
	Hiking and Nature Trails		P			
	Picknicking		P			
	Canoe Trails		P			
	Bicycle Trails		P			
	Horseback Riding Trails		P			
	Tot Lots					
	Court Sports					
	Field Sports					
	Police Protection					
	Fire Protection					
	Public Order and Safety					

LEGEND
LR = LOW DENSITY RESIDENTIAL
PR = PASSIVE RECREATION
AR = ACTIVE RECREATION
CS = COMMUNITY SERVICES
LI = LIGHT INFRASTRUCTURE

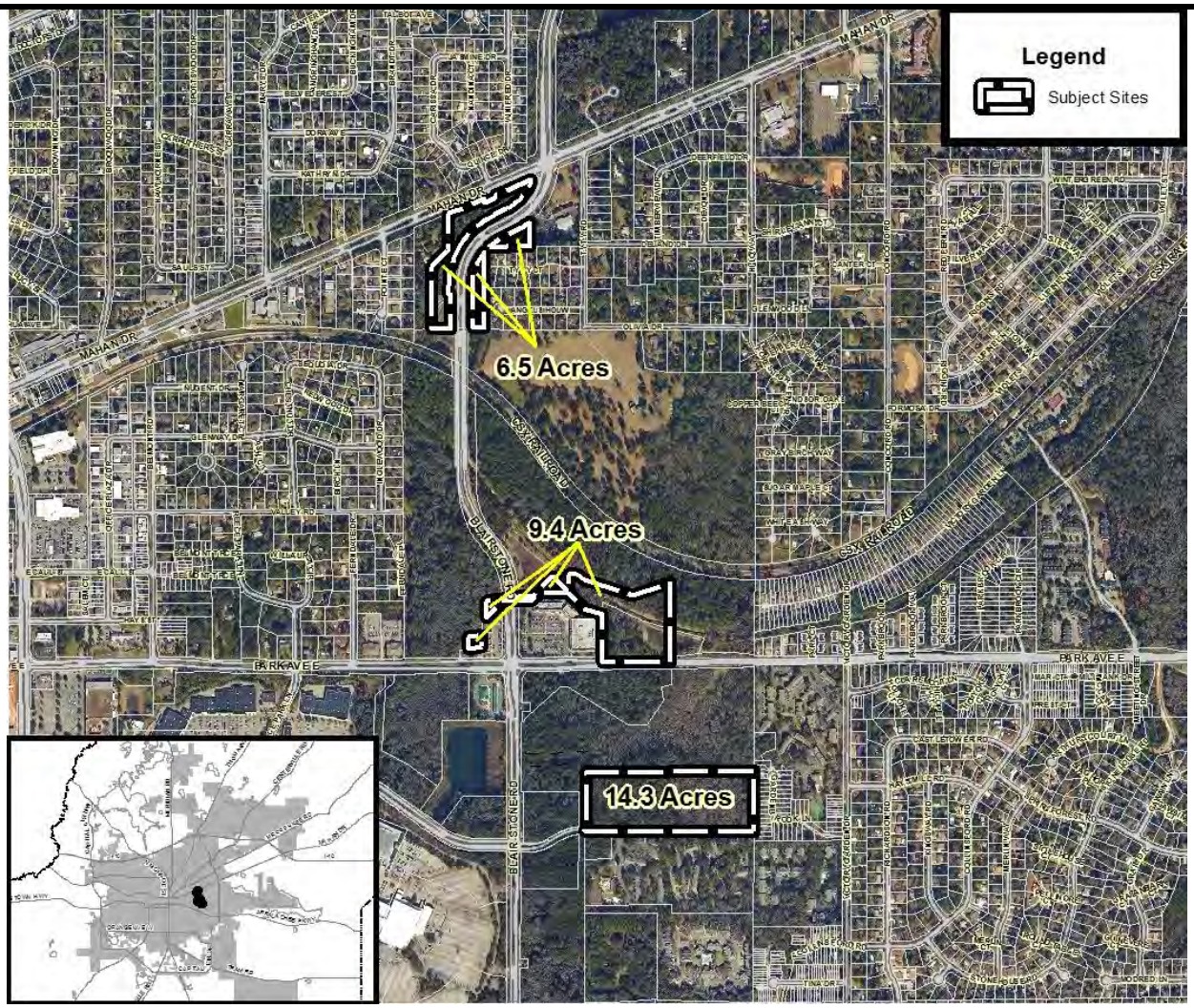
DEVELOPMENT TYPE				
RESIDENTIAL PRESERVATION-1	SINGLE FAMILY RESIDENTIAL UNITS	SINGLE FAMILY RESIDENTIAL UNITS CLUSTERED	ACTIVE RECREATION	COMM. SERVICES;ACTIVE REC.; PUBLIC, PRIMARY & SECONDARY SCHOOLS
MINIMUM SETBACKS (FT)				
Front Yard		Perimeter Setback		
Building	25	25	25	25
Parking	_	_	20	40
Corner Yard		Perimeter Setback		
Building	20	25	25	25
Parking	_	_	20	40
Interior Side Yard		Perimeter Setback		
Building*	10	15	20	20
Parking	_	_	20	20
Rear Yard		Perimeter Setback		
Building	25	25	25	30
Parking	_	_	20	10
MAXIMUM % OF IMPERVIOUS SURFACE AREA	40	40 (of net area)	10	40
MAX. HEIGHT FEET	35	35	15	35
MIN. LOT AREA (ACRES)	12,100 SQ. FT. AVG OF ALL LOTS CREATED WITH A MINIMUM LOT SIZE OF NO LESS THAN 6,000 SQ. FT.	THE NET DENSITY OF THE PROJECT SITE (CLUSTERED) DEVELOPMENT AND REQUIRED OPEN SPACE) MAY BE NO GREATER THAN 3.6 UNITS PER ACRE		1/2 ACRE
MINIMUM LOT FRONTAGE (FEET)	15	15	15	_

Section 10-242 UT University Transition District.

	PERMITTED USES		
1. District Intent	**2. Principal Uses**		**3. Accessory Uses**
University Transition is intended to; • be a compact land use category that provides higher density residential opportunities and student oriented services near the campuses; • protect existing residential neighborhoods located away from the campuses from student housing encroachment; and • transition industrial and lower density residential uses to vibrant urban areas. Higher density residential development of up to 50 du/ac to provide housing opportunities for students and downtown professionals. Smaller scale retail commercial shall provide essential services to immediate residents and ancillary needs of universities. Pedestrian pathways, trails, and transit facilities shall be designed to connect universities, downtown, civic/arts center, and residential and commercial areas to reduce automobile dependence. Pedestrian oriented design controls shall be employed to provide land use compatibility. The University Transition zoning district is allowed in the UT Future Land Use Map area, located generally within the rectangle created by the Florida State Univ. main campus, Florida A&M Univ., Tallahassee Community College/ Lively Technical Institute campuses, and Innovation Park. The Gaines Street Revitalization Plan study area is excluded from this area. To encourage pedestrian-oriented redevelopment, innovative parking strategies, mixed use development, and other urban design features within the Central Core (defined in Comprehensive Plan), a 25% density bonus is available subject to the provisions of Sec. 10-289 of this code. **Development standards for this zoning district are established within Division 4 applicable to the MMTD.**	1) Advertising agencies. 2) Antique shops 3) Beauty & barber shops. 4) Book & stationary stores. 5) Banks, credit unions, financial institutions without drive through facilities. 6) Banks, credit unions, financial institutions with drive-through facilities (only allowed on parcels fronting West Pensacola St. between Cactus Drive and Lipona Road). 7) Camera & photographic supply stores. 8) Civic & social associations. 9) Colleges & universities – educational facilities, administrative offices, athletic & intramural fields and stadiums. 10) Commercial art & graphic design. 11) Community facilities related to residential uses, including religious facilities, police/fire stations, elementary and secondary schools, and, libraries. Other community facilities may be allowed in accordance with Section 10-413 of these regulations. 12) Computer & data processing services. 13) Dance studio, schools, halls. 14) Day care centers. 15) Employment agencies. 16) Gift, novelty, souvenir shops. 17) Hobby, toy, game stores. 18) Hotels, motels, bed & breakfasts. 19) Indoor amusements (bowling, billiards, arcades). 20) Laundromats, laundry, & dry cleaning services without drive through facilities. 21) Laundromats, laundry, & dry cleaning services with drive-through facilities (Only allowed on parcels fronting West Pensacola St. between Cactus Drive and Lipona Road). 22) Live-work units. 23) Mailing and postal services. 24) Medical & dental offices, clinics, laboratories. 25) Mortgage brokers. 26) Movie theaters and amphitheaters. 27) Museums & art galleries. 28) Musical instrument stores. 29) News dealers and newsstands. 30) Non-medical offices & services, including business, insurance, real estate, and governmental. 31) Non-store retail. 32) Optical goods stores. 33) Passive and active recreation. 34) Personal services (barber, spa, etc.) 35) Photocopying & duplicating services.	36) Photographic studios, portrait. 37) Physical fitness, gyms. 38) Public community center/meeting building (non-commercial use only). 39) Radio and Television broadcasting. 40) Rental and sales of home movies & games. 41) Repair services, non-automotive. 42) Residential – any type. 43) Restaurants and drinking establishments without drive through facilities 44) Restaurants with drive-through facilities (Only allowed on parcels fronting West Pensacola St. between Cactus Drive and Lipona Road). 45) Retail establishments – bakeries, computer, clothing & accessories, video, records/ compact discs, electronics, drug store without drive-through facilities, drug store with drive-through facilities, (Only allowed on parcels fronting West Pensacola St. between Cactus Drive and Lipona Road). florist, food & grocery, furniture, home appliances, home/garden supply, hardware, jewelry, needlework/knitting, newsstands, books, greeting cards, package liquor, picture framing, trophy stores, shoes, luggage, leather goods, used goods. 46) Security & commodity brokers. 47) Sewing & needlework goods. 48) Shoe repair, shoe shine parlors. 49) Sporting goods and bicycle shops. 50) Social, fraternal, recreational clubs/assemblies. 51) Structured parking, with active uses located along a minimum of 75 percent of all walls adjacent to public streets and pedestrian areas. 52) Studios: photography, music, art, drama, voice. 53) Tailoring. 54) Travel agencies. 55) Veterinary services. 56) Vocational schools. 57) Watch, clock, jewelry repair. 58) Existing drive-through uses and existing motor vehicle fuel sales which were legally established and in existence on 11-20-2007. 59) Other uses, which in the opinion of the Land Use Administrator, are of a similar or compatible nature to the uses and intent described in this district.	1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. 2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator. **4. Special Exception Uses** 1) Automotive rentals, parking, repairs, & service. 2) Commercial sports. 3) Taxicab operations. (Section 10-422 applies)

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201602
Governor's Park



SUMMARY

Property Owner:	Property Location:	TLCPD Recommendation:
City of Tallahassee	Governor's Park	**Approve**
Applicant:		
TLCPD		
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Stephen M. Hodges	Future Land Use: Planned Development & Residential Preservation Zoning: Open Space & Residential Preservation-1	**Approve**
Contact Information:	**Proposed Future Land Use & Zoning:**	
Stephen.Hodges@talgov.com 850.891.6408	Future Land Use : Recreation/Open Space Zoning: Open Space	
Date: January 8, 2016	Updated: February 10, 2016	

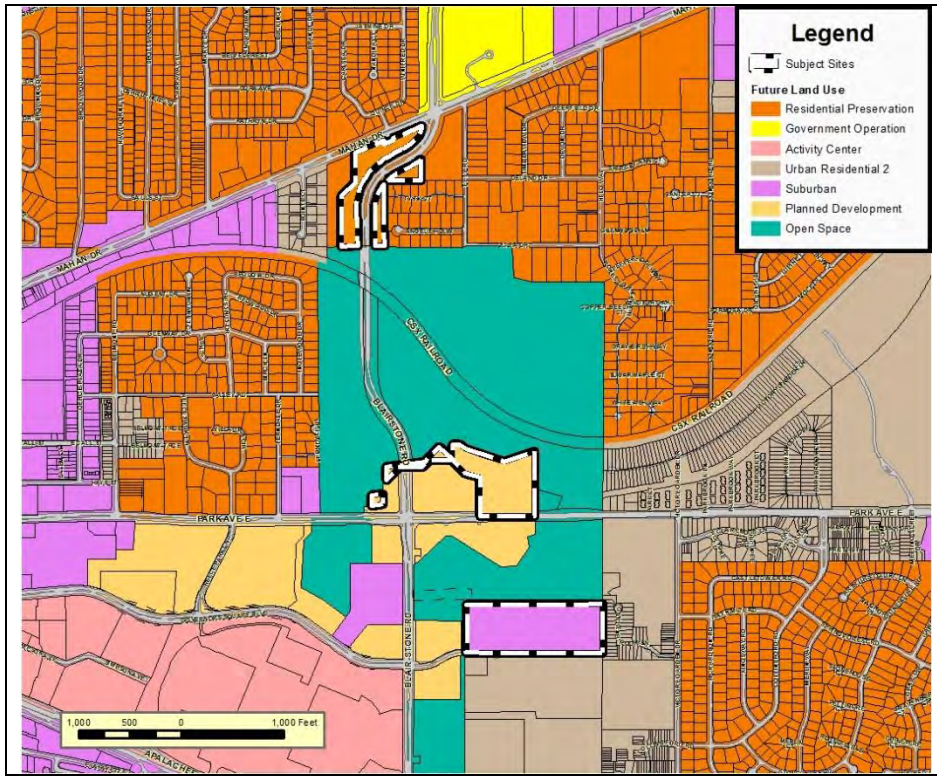
A. REASON FOR REQUESTED CHANGE

The City of Tallahassee's Department of Parks, Recreation and Neighborhood Affairs requested that the Planning Department initiate a comprehensive plan map amendment to correct the land use designation for several areas within, and adjacent to, Governor's Park. These areas currently have a land use designation that is inconsistent with the park's management and operation. The proposed amendment would ensure that the site's Future Land Use Map (FLUM) designation is consistent with the current and proposed use of the park. The amendment will also bring the FLUM designation of the park into compliance with the requirements of the State of Florida's Florida Communities Trust program, which provided grant funds for land acquisitions associated with Governor's Park.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATIONS

The proposed map amendment would change the FLUM designation for approximately 30.2 acres from Planned Development, Suburban, and Residential Preservation to Recreation /Open Space. The following maps illustrate the current and proposed FLUM designations for the subject site.

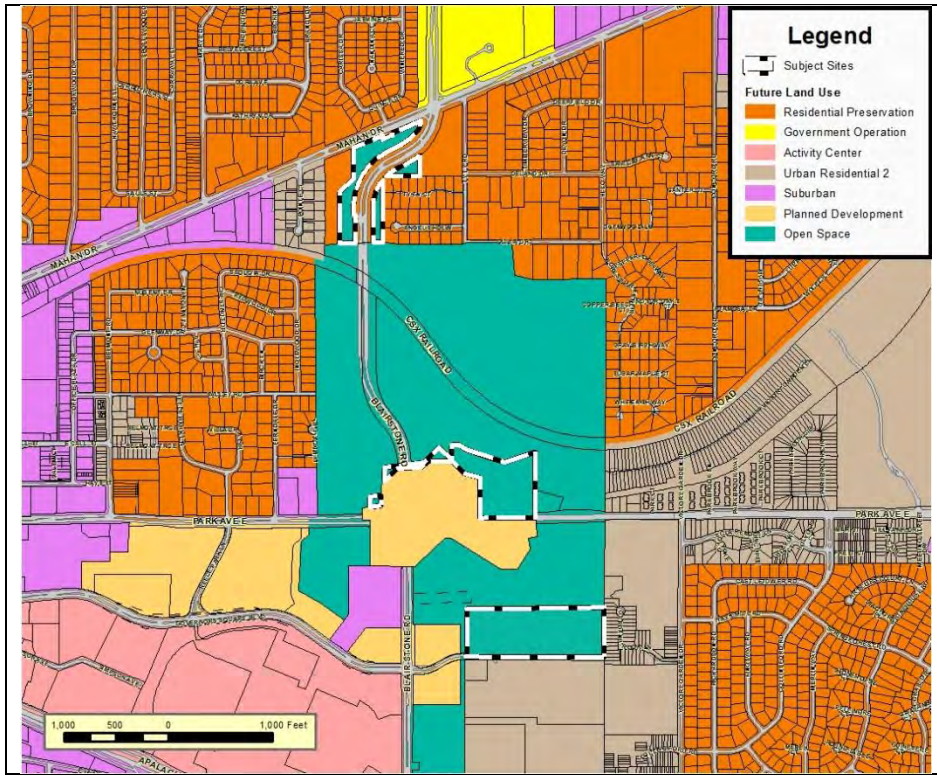
Current Future Land Use Map Designations



Current Designation

- Planned Development
- Suburban
- Residential Preservation

Proposed Future Land Use Map Designations



Proposed Designation

- Recreation/Open Space

C. RECOMMENDATION

Find that the proposed amendment consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. FINDINGS

Staff presents the following findings of fact:

1. All parcels subject to the proposed amendment are currently managed as part of Governor's Park.
2. The current use of the subject site as passive recreation is consistent with the intent of the proposed Recreation/Open Space land use category.
3. The proposed land use change to Recreation/Open Space is required by the Florida Communities Trust program for lands acquired with FCT funds.
4. The proposed amendment has no adverse impact on existing or planned infrastructure.

E. STAFF ANALYSIS

History and Background

The purpose of the Governor's Park land acquisition project was to create a greenspace buffer between established residential neighborhoods, future commercial land uses, and the expanded Blair Stone Road and Park Avenue transportation corridors. The park protects environmentally sensitive features, such as wetlands and high-quality successional forest, and provides urban open space for passive recreational activities such as hiking, bicycling, and wildlife observation.

The approximately 200-acre acre Governor's Park is located around the intersection of Park Avenue and Blair Stone Road. The park is composed of several parcels previously known as the Smith Property and the Myers Property. These properties were acquired by the City of Tallahassee in the 1990s utilizing a combination of City of Tallahassee funds and matched grant funding from the Florida Communities Trust (FCT) under the State's Preservation 2000 program. The FCT program is a land acquisition grant program that provides funding to local governments and eligible non-profit organizations to acquire land for parks, open space, and greenways. As a condition of obtaining grant funds for land acquisition, FCT requires properties acquired for open space to be designated as such on the local government's Future Land Use Map.

In accordance with FCT requirements, the future land use designation of the Governor's Park area was changed in 2000 to Recreation/Open Space. However, 14.3 acres along Governors Square Blvd were inadvertently omitted from this amendment, as well as an additional 9.4 acres surrounding the intersection of Park Avenue and Blair Stone Road.

On the north side of Governor's Park, three additional parcels, totaling 6.5 acres, are included in this amendment. These parcels are remnants from a right-of-way acquisition to allow the extension of Blair Stone Road from Park Avenue to Mahan Drive. These remnant parcels are currently managed as part of Governor's Park, and have a land use designation of Residential Preservation. Since these parcels are intended to remain as open space areas managed as part of Governor's Park, they are also included in this proposed amendment.

Current and Proposed Future Land Uses

The current and proposed future land designations for the subject site are summarized in Table #1.

Table #1: Subject Site Future Land Use Designation

Tax Identification Number	Current Future Land Use Designation	Proposed Future Land Use Designation	Approximate Area Subject to Change (Acres)
1132208010000 & 1132208020000	Recreation/Open Space & Planned Development	Recreation/Open Space	9.4
1132208030000	Recreation/Open Space & Suburban	Recreation/Open Space	14.3
112870 A0020	Residential Preservation	Recreation/Open Space	1.08
112870 A0090	Residential Preservation	Recreation/Open Space	0.76
112870 A0091	Residential Preservation	Recreation/Open Space	4.65
		TOTAL	**30.19**

The following text describes the current and proposed land use categories. Attachment #1 includes the full text of all relevant Comprehensive Plan policies.

Planned Development (Current)

The Planned Development (PD) land use category is intended to identify large land holdings that will be developed for various mixes of land uses, resulting in different types of commercial and residential neighborhoods. This category is assigned to large, undeveloped tracts of land for which more detailed planning is required to establish the most appropriate mix and arrangement of uses in accordance with this objective and related policies. Developments in this category are intended to have a mix of uses resulting in greater internal capture of automotive trips and a net fiscal benefit for local governments. The maximum residential gross density is 20 dwelling units per acre.

Residential Preservation (Current)

The Residential Preservation (RP) land use category is characterized by existing homogeneous residential areas within the community predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions. Commercial, including office as well as any industrial land uses, are prohibited. Single family, townhouse, and cluster housing may be permitted within a range of up to six dwelling units per acre.

Suburban (Current)

The Suburban land use category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. It is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The maximum residential gross density is 20 dwelling units per acre if a multiple use development pattern is utilized. If a development is proposed for residential uses only, the gross density would be 8-16 units.

This land use category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments

are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

Recreation/Open Space (Proposed)

The Recreation/Open Space category is intended to be applied towards government-owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas, and privately-owned lands which have golf courses, cemeteries, or wildlife management areas. Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community. No residential uses are permitted within this land use category.

Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

- Policy 2.16 [L] requires criteria to be included within local development regulations which require within residential developments the provision of non-residential land uses such as parks.
- Policy 2.17 [L] requires criteria to be included within the subdivision ordinances that set aside land for active and passive contiguous green space to provide for accessible recreation and/or open space areas for all neighborhoods.

Although the Governor's Park was created following the development of nearby residential areas, it provides a park composed of contiguous green space for these residential areas in a previously underserved part of the City, and is therefore consistent with Policies 2.16 [L] and 2.17 [L].

- Policy 2.2.14: [L] defines the Recreation/Open Space land use category. It is to be applied to government-owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas, as well as privately-owned lands which have golf courses, cemeteries, or wildlife management areas. Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community.

The designation of Governor's Park as Recreation/Open Space on the Future Land Use map is consistent with Policy 2.2.14 [L]. The park is owned by the City of Tallahassee and has passive recreational facilities, including trails.

- Policy 6.1.1: [C] requires the greenways network to attempt to interconnect existing dedicated open space areas and be comprised primarily of preservation and conservation features as described in Policy 1.3.1 [C] and 1.3.2 [C]. To the maximum extent practicable, bicycle trails, pedestrian pathways, and where appropriate, utility corridors, shall be included in the greenways network.

The Governor's Park is consistent with Policy 6.1.1 [C] in that it interconnects existing dedicated open space areas and provides bicycle trails, pedestrian pathways, and utility corridors.

- Policy 6.1.4: [C] requires properties acquired to implement the county-wide Greenways network to be managed to ensure that the resources for which the sites are acquired are protected or

restored to the greatest extent practicable, while supportive of other objectives such as passive recreation, education, and interpretation.

The Governor's Park is consistent with Policy 6.1.4 [C] in that it is managed for protection, conservation, and environmental restoration of its environmental features, as well as providing for passive recreation, education, and interpretation.

Zoning

The current and proposed zoning districts for the subject site are summarized in Table #2.

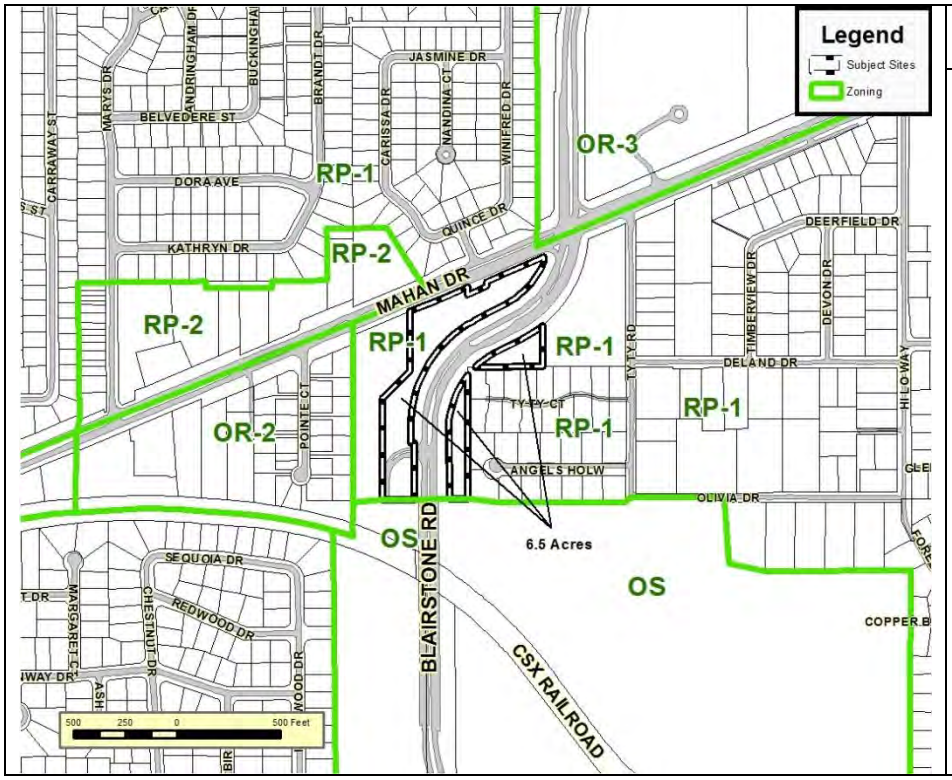
Table #2: Subject Site Zoning Districts

Tax Identification Number	Current Zoning District	Proposed Zoning District	Area Subject to Change (Acres)
1132208010000	Open Space (OS)	No Change	0
1132208020000	Open Space (OS)	No Change	0
1132208030000	Open Space (OS)	No Change	0
112870 A0020	Residential Preservation-1	Open Space (OS)	1.08
112870 A0090	Residential Preservation-1	Open Space (OS)	0.76
112870 A0091	Residential Preservation-1	Open Space (OS)	4.65
		TOTAL	**6.49**

The three remnant parcels on the north side of Governor's Park are currently zoned Residential Preservation–1 (RP-1). Consistent with the proposed FLUM amendment, a concurrent rezoning is being processed to change the zoning of these parcels to Open Space (OS).

The following maps illustrate the current and proposed zoning for the subject site.

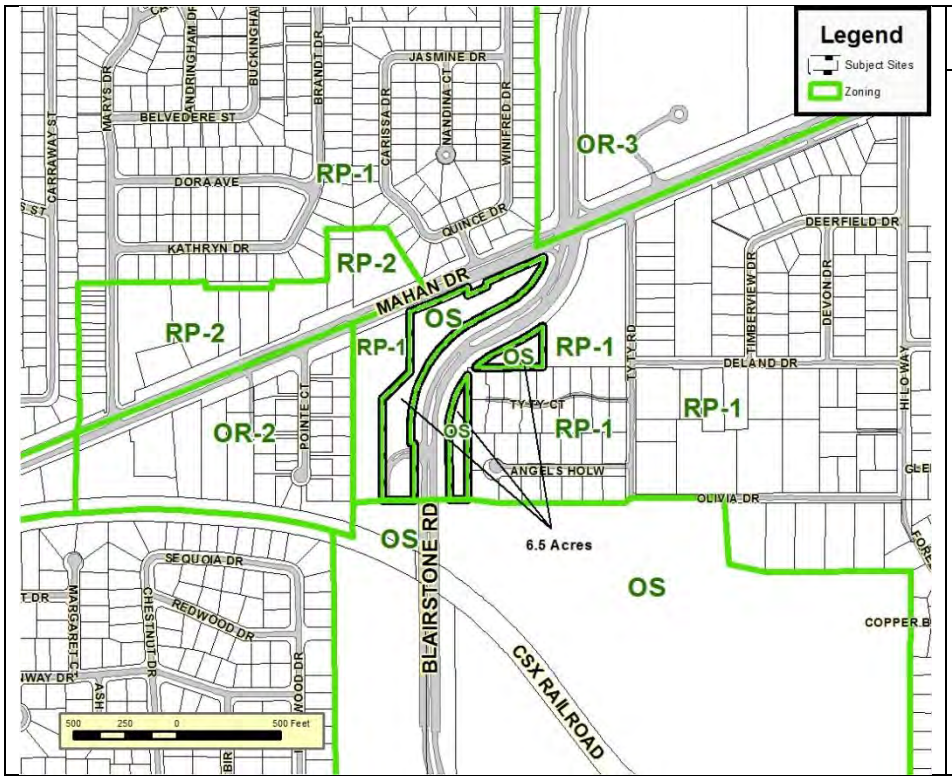
Current Zoning



Current District

- Residential Preservation–1

Proposed Zoning



Proposed District

- Open Space

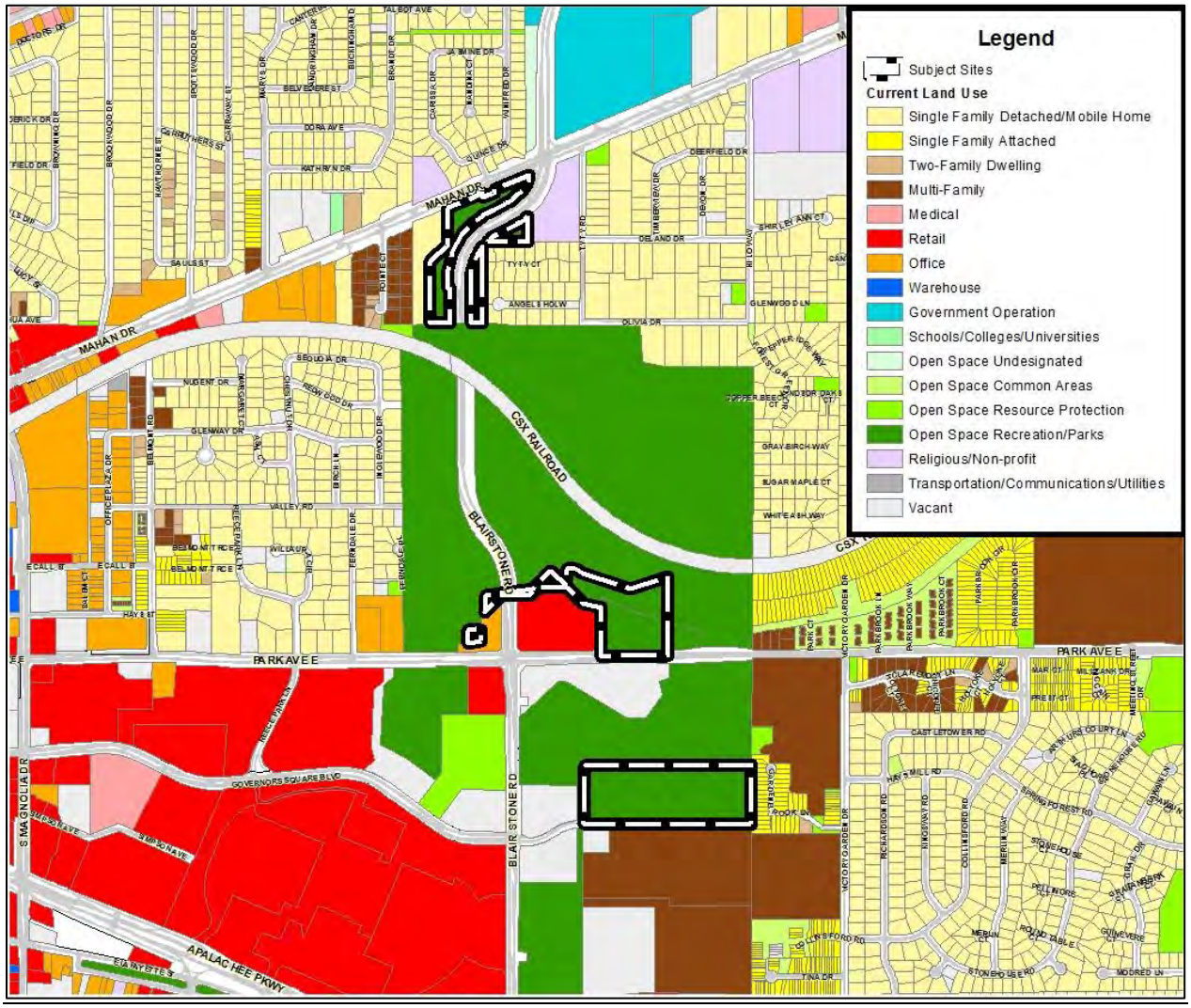
Existing Land Uses

As indicated in the following map, the existing land use of the subject site is open space.

The existing land use around three of the four corners surrounding the intersection of Park Avenue and Blair Stone Road is a mix of commercial uses. A shopping center is located on the NE corner, a bank on the NW corner, and a gasoline station and convenience store on the SW corner. The SE corner remains vacant and wooded.

The land use surrounding the Governor's Park is a mix of single-family, condominium, and multi-family residential areas; a small collection of offices on the western edge along Park Avenue, and a large retail area on the SW corner of the Park.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

The subject site is currently served by City of Tallahassee potable water and sewer facilities. The proposed amendment will result in a net reduction of entitlements for the subject site; therefore, no adverse impacts to potable water or sewer infrastructure are anticipated.

Schools

The proposed amendment will result in a net reduction in residential units; therefore, there are no projected impacts to student capacity at Leon County schools.

Roadway Network

The subject site is currently bound by Park Avenue, a major collector, and Blair Stone Road, a principal arterial. The proposed amendment will result in a net reduction of entitlements for the subject site; therefore, no adverse impacts to the areas roadway network are anticipated.

Pedestrian and Bicycle Network

Both Park Avenue and Blair Stone Road have sidewalks and bicycle lanes. Hiking and bicycling trails are currently located in Governor's Park. These trails connect to residential areas on the east and west side of this park. A trail is also located within that section of the park located east of Blair Stone Road, and south of Park Avenue. The proposed amendment will result in a net reduction of entitlements for the subject site; therefore, no adverse impacts to the areas pedestrian and bicycle network are anticipated.

Transit Service

StarMetro provides weekday and Saturday bus service through the intersection of Park Avenue and Blair Stone Road via the Evergreen route, which runs along Park Avenue. The closest stop to the subject site is located on the north side of Park Avenue at the Governor's Crossing shopping center on the northeast corner of Park Avenue and Blair Stone Road. The proposed amendment will result in a net reduction of entitlements for the subject site; therefore, no adverse impacts to transit service are anticipated.

Environmental Analysis

With the exceptions of the access road on Parcel #11-28-70 A0091, a stormwater pond on a portion of Parcel #11-32-20-802-0000, and an existing active CSX railroad line on a portion of Parcel #11-32-20-801-0000, the remaining areas subject to the proposed land use change are undeveloped. The subject site is within the Lake Lafayette drainage basin. A portion of Parcel #11-32-20-801-0000 within the subject area is within the 100-year flood zone.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 368 property owners within 1,000 feet of the subject site. Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS

Attachment #1: Complete Text of Comprehensive Plan Policies:

1. Policy 2.1.8: [L] Residential Densities
2. Policy 2.2.3: [L] Residential Preservation
3. Policy 6.1.1: [L] Planned Development
4. Policy 6.1.2: [L] Planned Development
5. Policy 6.1.3: [L] Planned Development
6. Policy 2.2.14: [L] Recreation/Open Space

Complete Text of Comprehensive Plan Policies
Referenced in PCM201602 Report

Policy 2.1.6: [L] (EFF. 7/16/90)

Criteria shall be established within local development regulations which require within residential developments the provision of non-residential land uses such as parks, school sites and potential walk-to minor commercial and office opportunities.

Policy 2.1.7: [L] (REV. EFF. 8/17/92)

Criteria established within the subdivision ordinances shall set aside land for active and passive contiguous green space in order to provide for accessible recreation and/or open space areas for all neighborhoods.

Policy 2.1.8: [L] *(Revision Effective 7/26/06; Revision Effective 1/7/10)*

Maintain a viable mix of available residential densities to accommodate a variety of housing types. Current residential densities are summarized below:

RESIDENTIAL DENSITIES RANGE *(Revision Effective 12/15/11; Rev. Eff. 7/19/13)*

Future Land Use Category	Maximum Gross Density - Dwelling Units (DU)/Acre (Ac)[1]	Minimum Gross Density Dwelling Units (DU)/Acre (Ac)
Rural	**1 DU/10 Ac**	**No minimum**
Urban Fringe	**1 DU/3 Ac (standard) or 1DU/3 Ac (Conservation subdivision)**	**No minimum**
Urban Residential	**10 DU/AC**	**4 DU/Ac**
Urban Residential 2	**20 DU/Ac [2]**	**No minimum**
Village Mixed Use	**20 DU/Ac [2]**	**No minimum**
Suburban	**20 DU/Ac [2]**	**No minimum**
Planned Development	**20 DU/Ac [2]**	**No minimum**
Bradfordville Mixed Use [2]	**20 DU/Ac**	**No minimum**
Central Urban [2, 3]	**45 DU/Ac**	**No minimum**
Activity Center [2, 3]	**45 DU/Ac**	**No minimum**
University Transition [2 ,3]	**50 DU/Ac**	**No minimum**
Central Core [2, 3] *(Eff.1/7/10)*	**150 DU/Ac** *(Eff. 1/19/02)*	**No minimum**
Rural Community	**4 DU/Ac**	**No minimum**
Residential Preservation [2]	**6 DU/Ac**	**No minimum**
Lake Talquin Recreation/Urban Fringe [4]	**1 DU/3 Ac (standard)**	**No minimum**
Lake Protection [4]	**1 DU/2 Ac (standard)**	**No minimum**

Notes:
[1] Maximum gross density is based on the gross acreage of the site and may not be achievable after addressing applicable land development regulations (e.g., parking, stormwater, and other regulations that may limit maximum development potential).
[2] Density ranges can be increased up to 25% above the maximum limits listed above for the purpose of providing affordable housing units, consistent with Policy 2.1.14 [LU].
[3] Density ranges can be increased up to 35% above the maximum limits listed above for the purpose of encouraging infill development and redevelopment, consistent with Mobility Element Policy 1.1.10 [M] (Effective 12/15/11). *(Revision Effective 7/19/13)*
[4] Clustering Option Available

Land Use Policy 2.2.3: [L]

RESIDENTIAL PRESERVATION *(Effective 7/16/90; Revision Effective 7/26/06; Revision Effective 4/10/09)*

Characterized by existing homogeneous residential areas within the community which are predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions. Future development primarily will consist of infill due to the built out nature of the areas. Commercial, including office as well as any industrial land uses, are prohibited. Future arterial and/or expressways should be planned to minimize impacts within this category. Single family, townhouse and cluster housing may be permitted within a range of up to six units per acre. Consistency with surrounding residential type and density shall be a major determinant in granting development approval.

For Residential Preservation areas outside the Urban Service area the density of the residential preservation area shall be consistent with the underlying land use category.

The Residential Preservation category shall be based on the following general criteria. For inclusion, a residential area should meet most, but not necessarily all of these criteria.

1) Existing land use within the area is predominantly residential
2) Majority of traffic is local in nature
   a) Predominance of residential uses front on local street
   b) Relatively safe internal pedestrian mobility
3) Densities within the area generally of six units per acre or less
4) Existing residential type and density exhibits relatively homogeneous patterns
5) Assessment of stability of the residential area, including but not limited to:
   a) Degree of home ownership
   b) Existence of neighborhood organizations

In order to preserve existing stable and viable residential neighborhoods within the Residential Preservation land use category, development and redevelopment activities in and adjoining Residential Preservation areas shall be guided by the following principles:

a) The creation of transitional development area (TDA) for low density residential developments.

Higher density residential developments proposed for areas adjoining an established neighborhood within the residential preservation land use category shall provide a transitional development area along the shared property line in the higher density residential development. The development density in the transitional development area shall be the maximum density allowed in the Residential Preservation land use category. Development within the transitional development area shall be designed, sized and scaled to be compatible with the adjoining residential preservation area.

Transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval. The factors cited in paragraph (e) below shall be considered when determining the size of transitional development areas. The land development regulations shall specify development thresholds for the implementation of transitional development areas.

b) Limitation on future commercial intensities adjoining low density residential preservation neighborhoods.

New or redeveloped commercial uses adjoining residential preservation designated areas shall mitigate potential impacts by providing a transitional development area between the commercial uses and residential preservation uses and only those commercial activities which are compatible with low density residential development in terms of size and appearance shall be allowed. The factors cited in paragraph (e) below shall be used when determining the compatibility, design techniques and the size of transitional development areas. The design and layout of adjoining commercial uses shall be oriented to place the section of the development with the least potential negative impacts next to the residential preservation area.

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts by providing a transitional development area between the light industrial uses and the low and medium density residential uses. The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining light industrial uses shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area.

d) Additional development requirements for allowed community facilities when adjoining low density residential areas, except for cemeteries or religious facilities to be used solely for religious functions. Such development requirements will also apply to ancillary facilities when proposed in conjunction with religious facilities, and are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the community facilities and the adjoining residential preservation area.

e) Land use compatibility with low density residential preservation neighborhoods

A number of factors shall be considered when determining a land use compatible with the residential preservation land use category. At a minimum, the following factors shall be considered to determine whether a proposed development is compatible with existing or proposed low density residential uses and with the intensity, density, and scale of surrounding development within residential preservation areas: proposed use(s); intensity; density; scale; building size, mass, bulk, height and orientation; lot coverage; lot size/ configuration; architecture; screening; buffers, including vegetative buffers; setbacks; signage; lighting; traffic circulation patterns; loading area locations; operating hours; noise; and odor. These factors shall also be used to determine the size of transitional development areas.

f) Limitations on Planned Unit Developments in the Residential Preservation land use category.

Planned Unit Developments proposed within the interior of a Residential Preservation designated recorded or unrecorded subdivisions shall be generally consistent with the density of the existing residential development in the recorded or unrecorded subdivision. Parcels abutting arterial roadways and/or major collectors may be permitted to achieve six dwelling units per acre.

The existing predominant development density patterns in Residential Preservation are listed in paragraph (g) below. Within 18 months of adoption, the PUD regulations shall be amended to include provisions addressing the preservation of established residential preservation designated

areas. Said provisions shall address any proposed increase in density and the factors cited in paragraph (e) above.

g) Limitations on resubdivision of lots within established Residential Preservation designated areas.

To protect established single family neighborhoods from density intrusions, consistency within the recorded or unrecorded subdivision shall be the primary factor in granting approval for development applications. Consistency for the purposes of this paragraph shall mean that parcels proposed for residential development shall develop consistent with the lot size and density of the recorded or unrecorded subdivision.

Guidance on the resubdivision of lots in recorded and unrecorded single family subdivisions shall be provided in the Land Development Code.

Parcels proposed for residential development shall develop at densities generally consistent with the density of existing residential development in the recorded or unrecorded subdivision with the exception of parcels abutting arterial and/or major collector roadways which may be permitted up to six dwelling units per acre.

There may be two distinct density patterns in the Residential Preservation land use category as shown below:

Existing land use character of the subdivision	Gross residential density
Homogenous, very low density single family detached units (City Only)	0-3.6 dwelling units per acre (generally consistent with density of the subdivision)
Low density single family detached and/or non-single family detached units (including but not limited to townhomes and duplexes)	0-6.0 dwelling units per acre (generally consistent with density of the subdivision)

This section shall not be construed as to restrict the development of building types allowed by the applicable zoning district.

PLANNED DEVELOPMENT

Objective 6.1: [L] (REV. EFF. 12/23/96)

This Future Land Use Category is intended to identify large land holdings that will be developed for various mixes of land uses, resulting in different types of commercial and residential neighborhoods. This category is assigned to large, undeveloped tracts of land for which more detailed planning is required to establish the most appropriate mix and arrangement of uses in accordance with this objectives and the related policies. Developments in this category are intended to have a mix of uses that results in greater internal capture of automotive trips and a net fiscal benefit for local governments.

The intensities of development in planned development categories mirror the intensities authorized in the Suburban Future Land Use Category until the plan is modified through the plan

amendment process in conjunction with the development of regional impact and/or planned unit development processes.

The mix of uses shall be established at the time of development through the development of regional impact and/or planned unit development processes in accordance with this objective and related policies. Each Planned Development shall include a mix of residential unit types and complementary non-residential uses that, at build-out of the project, result in an internal capture of at least 20 percent of the trips generated by the development.

Policy 6.1.1: [L] (REV. EFF. 12/23/96; REV. EFF. 3/14/07)

Undeveloped areas within the Urban Service Area that, as of January 1, 2007, are predominantly in the same ownership, including contiguous parcels under the same ownership or control, and encompassing more than 200 acres shall be defined as Planned Development Areas. These Planned Development Areas shall require, prior to subdivision or development:

- Allocation of future land uses and intensities through the Comprehensive Plan amendment process in conjunction with approval of the Planned Development Master Plan;
- Approval of a Planned Development Master Plan for development of all contiguous land holdings as an area plan that is consistent with, but not formally adopted as part of the Comprehensive Plan. The Planned Development Master Plan shall show the location, intensity and mix of proposed land uses, as well as the transportation network necessary to serve the proposed development;
- Approval of a PUD, subject to Type D review as specified in the Zoning Code, that is consistent with the Planned Development Master Plan and identifies the specific criteria for development with the Planned Development. PUD approval may be granted in phases where a portion of the property is to be developed at any given time.
- To provide for a more self-supporting development pattern that is less oriented to the use of automobiles, the Planned Development Master Plan area shall include at least four different land uses (e.g., residential, office, commercial, recreation, light industrial, open space, and/or public that are integrated with each other, as well as with the unique characteristics of the Planned Development Area.

Policy 6.1.2: [L] (REV. EFF. 6/28/95; REV. EFF. 3/14/07)

Except as provided by Policy 6.1.3, prior to approval of development or subdivision within Planned Development Areas, a Planned Development Master Plan shall be adopted as an area plan that is consistent with, but independent of the Comprehensive Plan. The Comprehensive Plan shall be amended concurrently with the Planned Development Master Plan to allocate the mix, locations and intensities of future land uses as well as any public facilities required to serve proposed land uses. The Master Plan shall identify the following:

a) Boundary of area subject to Planned Development;
b) General depiction of mix, location and intensities of future land uses;
c) Activities permitted within each land use;
d) Total dwelling units by residential dwelling type;

e) Total square footage of non-residential development;
f) Specific requirements that will adequately protect the natural resources of the area;
g) Major transportation system improvements that are consistent with adopted transportation plans and address the impacts to the surrounding area, including canopy roads and required interconnections. The plan shall address the issues of capacity maintenance, promotion of mass transit and pedestrian accessibility, and protection of canopy roads, if applicable;
h) Facilities and development requirements to provide for alternative modes of transportation;
i) A facilities plan which identifies the type, demand, and general location of needed utilities (including a master stormwater plan) in relation to existing and scheduled utilities in the areas of the development, as well as the location and adequacy of proposed schools, parks and open space;
j) How the development will reduce transportation demand by allowing for internal trip capture of at least 20% at project build-out through a mixture of uses that includes at least four of the following: residential; commercial; office; recreational, public, open space and light industrial;
k) How the development will provide for low and moderate income housing;
l) How the development will provide for the recreational needs of the community;
m) How the unique characteristics of the area, including cultural and historic resources, preservation and conservation features, and greenways, will be addressed;
n) A phasing plan showing the phasing of future land uses for the area and the minimum and maximum allowable densities and intensities, total dwelling units, and total square footage; and
o) A set of development guidelines that will direct the development of subsequent site specific development projects as part of a PUD. These guidelines shall address, but not be limited to, the interrelationships of uses, energy efficiency, pedestrian access, and crime prevention.
p) Alternatively, for a proposed DRI the applicant must demonstrate to the Planning Department that the DRI Development Order will meet the requirements of the Planned Development Master Plan.

Policy 6.1.3: [L] (REV. EFF. 12/7/99; REV. EFF. 3/14/07)

a) A portion of a Planned Development Area not exceeding either 20% of the Planned Development Area or 200 acres, whichever is less, may be developed through the PUD process as established in the LDRs prior to the submittal of a Planned Development Master Plan for the remainder of the Planned Development. This advanced portion must include at least two different land uses (excluding public and recreation) unless the applicant can justify that the parcel size would not support that amount of uses. In this case, the applicant is still required to develop a mixed use project for the advanced portion. As part of the PUD approval, the applicant shall submit a map of all contiguous land holdings. Easements, right-of-way and other improvements located throughout and needed to serve the larger development may be required to be dedicated in conjunction with this development in advance of the Master Plan. This option shall not be used to reduce the overall area below the Planned Development threshold and any development authorized in advance of Master Plan

approval must be included in the Master Plan. This option shall not be utilized by subsequent property owners resulting from the use of this option;

b) It is the intent of local government to allow timely installation of facilities and infrastructure recognized by the City and/or County Commission as being important for the orderly growth of the community. Subdivision of a portion of a Planned Development for sale or donation to a public or quasi-public entity for the purpose of conservation, preservation, or passive resource based recreation use shall not be contingent upon the adoption of a Master Plan and PUD Districts, but the applicant shall be required to submit a management plan to be approved by the local government in lieu of a PUD or site plan. Subdivision and development of a portion of a Planned Development for sale or donation for the purpose of providing schools (pre-kindergarten through twelfth grade) and/or infrastructure to serve primarily offsite needs shall not, likewise, be contingent upon the adoption of a Master Plan and PUD-Districts, but shall be required to follow the review procedures for a PUD. Onsite infrastructure needed primarily for the future development of the Planned Development shall not be included as part of the advance development option provided in this paragraph. The educational facilities and types of infrastructure that are intended to be accessible by the public shall be designed for integrated auto, pedestrian and bicycle access, and shared access. The school facilities and infrastructure shall include adequate buffering for the remainder of the Planned Development. If any of these public acquisitions reduces the remaining acreage of the Planned Development below 200 acres, the Planned Development provisions of this Plan shall apply to all remaining acreage.

Policy 2.2.14: [L]

RECREATION/OPEN SPACE (EFF. 8/17/92; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

This category contains:

(1) Government owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas.

(2) Privately owned lands which have golf courses, cemeteries, or wildlife management areas.

Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community.

Policy 6.1.1: [C] (EFF. 6/25/96; REV. EFF. 7/20/05)

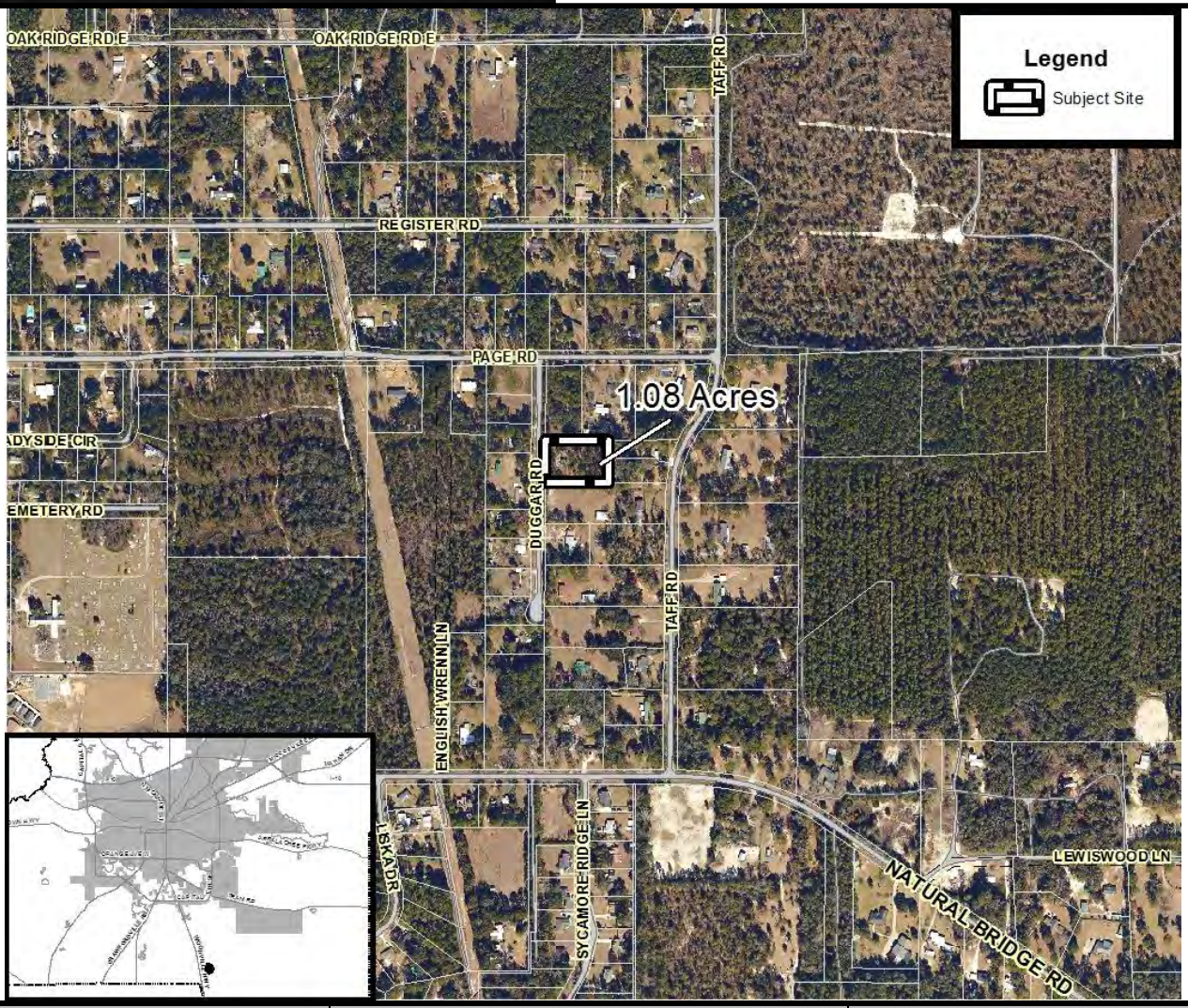
The greenways network shall attempt to interconnect existing dedicated open space areas and be comprised primarily of preservation and conservation features as described in Policy 1.3.1 [C] and 1.3.2 [C]. Floodplains and natural drainageways shall receive particular emphasis for inclusion in the network. Other lands that do not qualify as preservation or conservation features may be included in the network based on connectivity, historical value, or value as a natural resource buffer. To the maximum extent practicable, bicycle trails, pedestrian pathways, and where appropriate, utility corridors, shall be included in the greenways network.

Policy 6.1.4: [C] (EFF. 7/2/99)

Properties acquired to implement the county-wide Greenways network shall be managed to ensure that the resources for which the sites are acquired are protected or restored to the greatest extent practicable while supportive of other objectives such as passive recreation, education, and interpretation. Such management shall include, but not be limited to, reforestation and replanting of appropriate terrestrial and aquatic or wetland vegetation, removal of noxious exotic terrestrial and aquatic vegetation, and physical modification and biological enhancement of streambeds, ditches and shorelines to improve water quality or minimize erosion.

TALLAHASSEE-LEON COUNTY
PLANNING DEPARTMENT
PLACE -PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201603
Woodville Well Site



Property Owner:	Property Location:	TLCPD Recommendation:
City of Tallahassee	Duggar Road within the Woodville Rural Community	**Approve**
Applicant:		
TLCPD		
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Stephen M. Hodges	Future Land Use: Government Operational Zoning: Residential Preservation	**Approve**
Contact Information:	**Proposed Future Land Use & Zoning:**	
Stephen.Hodges@talgov.com 850.891.6408	Future Land Use: Woodville Rural Community Zoning: Residential Preservation	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

Planning staff received a request from the City of Tallahassee's Real Estate department to initiate a Future Land Use Map (FLUM) amendment for a 1.08 acre parcel located at 9147 Duggar Road in the Woodville Rural Community ("subject site").

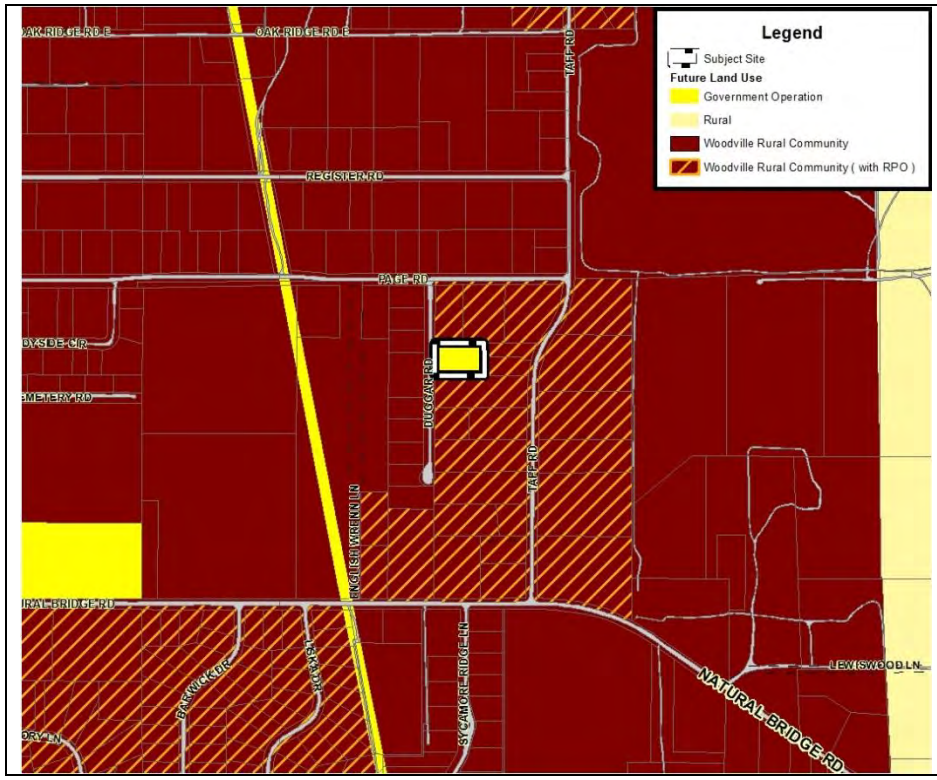
The subject site previously served as a municipal water well site by the City of Tallahassee. It was sold to an adjacent property owner in January 2015 through the City's land surplus process. Since the municipal well is no longer in operation and the subject site is no longer owned by the City, it is necessary to change the site's land use designation.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The proposed map amendment would change the FLUM designation for approximately 1.08 acres from Government Operational to Woodville Rural Community with a Residential Preservation Overlay.

The following maps illustrate the current and proposed FLUM designations for the subject site.

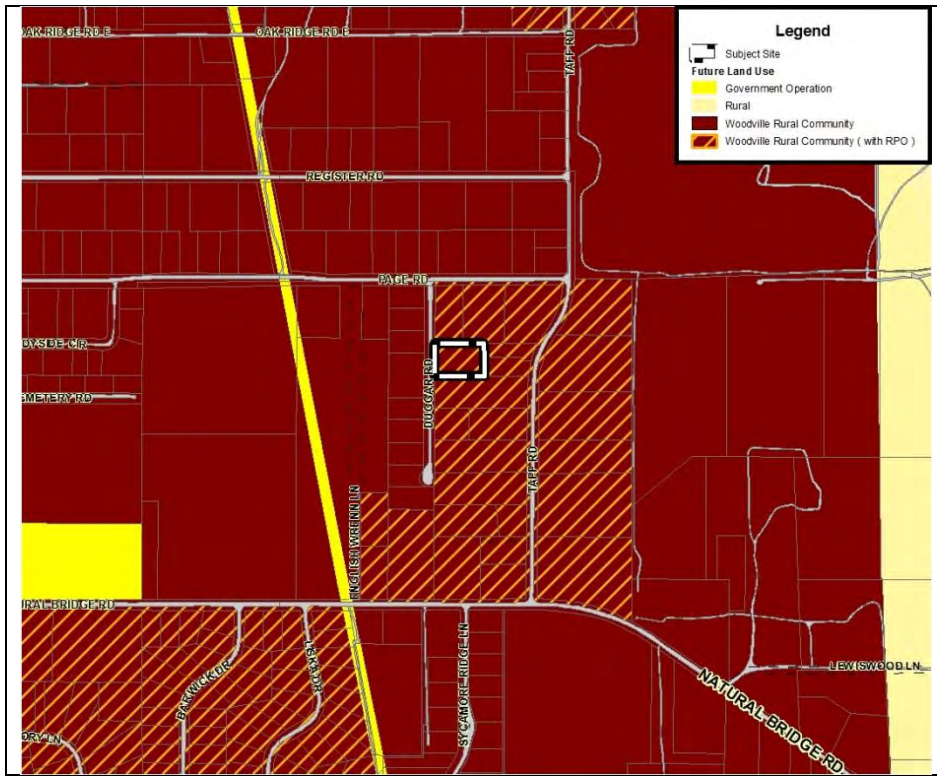
Current Future Land Use Map Designation



Current Designation

- Government Operational

Proposed Future Land Use Map Designation



Proposed Designation

- Woodville Rural Community w/ Residential Preservation Overlay

C. RECOMMENDATION

Find that the proposed amendment consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. FINDINGS

Staff presents the following findings of fact:

1. The current land use designation of Government Operational is no longer consistent with the use and ownership of the subject site.
2. The proposed land use change to Woodville Rural Community is consistent with the surrounding area, and with the current and future use of the subject site.
3. The proposed amendment has no adverse impact on existing or planned infrastructure.

E. STAFF ANALYSIS

History and Background

The 1.08 acre subject site is located on Duggar Road in Woodville, approximately five miles south of Capital Circle South, and 0.5 miles east of Woodville Highway. A municipal water well, owned and operated by the City of Tallahassee was previously located on the property. The City closed the well in late 2012 due to contamination and subsequently removed all the associated pumps, valves, tanks, and other equipment. The well house structure remains onsite. The City surplused the subject site and an adjacent property owner purchased it in early January 2015.

Following the sale of the subject site, the City's Division of Real Estate requested that Planning staff initiate a FLUM amendment for the subject site since it is no longer operated as a well site or government owned.

Current and Proposed Land Use Categories

The following text describes the current and proposed land use categories. Attachment #1 includes the full text of all relevant policies.

Government Operational (Current)

The Government Operational (GO) category is intended to be applied towards government-owned lands which have various facilities such as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary. These facilities provide the operation and provision of services on property owned or operated by local, state and federal government. No residential uses are permitted within this land use category.

Woodville Rural Community (Proposed)

The Rural Community Future Land Use Map designation is intended to distinguish long-established unincorporated communities located outside of the urban service area. These communities have

existing concentrations of residential land use at densities typically less than those desirable within an urban area.

The Woodville Rural Community FLUM limits non-residential development to a maximum of 50,000 square feet per building and 50,000 square feet per parcel. Residential development is limited to a density of four dwelling units per acre. Through the transfer of development units system provided for in Policy 4.2.5 [C], residential densities of up to eight dwelling units per acre may be allowed, if connection to sewer facilities designed to achieve Wastewater Treatment standards is available and required.

Residential Preservation Overlay (Proposed)

The Residential Preservation Overlay (RPO) is a planning tool on the Future Land Use Map that identifies residential areas outside the Urban Service Area which predate the Comprehensive Plan that, based on their housing type and density, would otherwise qualify as Residential Preservation. An RPO allows only residential uses. Residential densities within an RPO are limited to those permitted by the underlying land use designation, which is four dwelling units per acre in the Rural Community areas.

Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

- Policy 1.1.1: [L] requires that in order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.

The proposed Future Land Use designation for the subject site will allow new development within the Woodville Rural Community as designated on the future land use map.

- Policy 2.2.11: [L] creates the Rural Community Future Land Use category. This policy is intended to distinguish long-established unincorporated communities located outside of the urban service area. These communities have existing concentrations of residential land use at densities typically less than those desirable within an urban area (gross densities are typically less than 2 dwelling units per acre and the most intensely developed portions rarely exhibit net densities above 4 dwelling units per acre).
- Policy 2.2.12: [L] creates the Woodville Rural Community Future Land Use category. Residential development in this land use category is limited to a density of four dwelling units per acre.

The entire area surrounding this parcel is consistent with Policies 2.2.11 [L] and 2.2.12 [L], and the proposed land use designation for this parcel, including its allowable maximum residential density, is similar to the surrounding area.

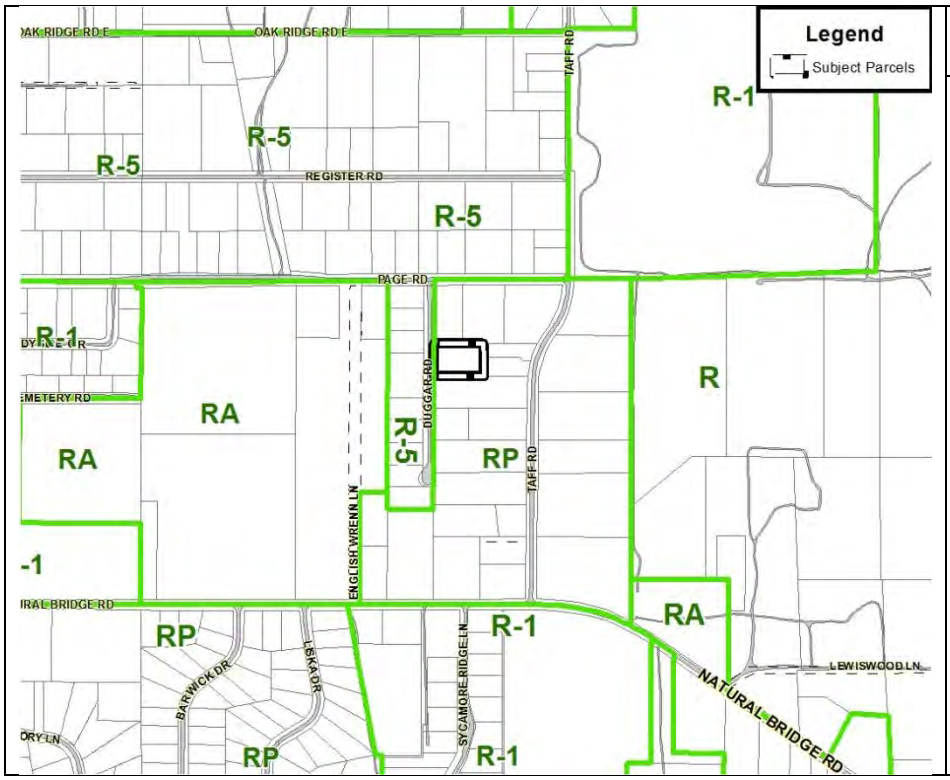
- Policy 5.3.3: [L] requires that all land uses permitted within the Educational Facilities, Recreation/Open Space, and Government Operational future land use categories shall, upon the transfer of land designated Institutional to an individual or private entity, require a future land use map amendment before any use other than existing, may occur.

The proposed Future Land Use change is consistent with this policy because the subject site has been transferred to a private entity in order to be used in a manner that is different than the previous use.

Zoning

The current zoning designation for the subject site is Residential Preservation (RP), which is consistent with the zoning designation of the surrounding properties to the north, east, and south. To the immediate west of the subject site, a narrow band of existing single-family residences have a zoning designation of R-5 (Manufactured Home and Single-Family Detached).

Current Zoning



Current District

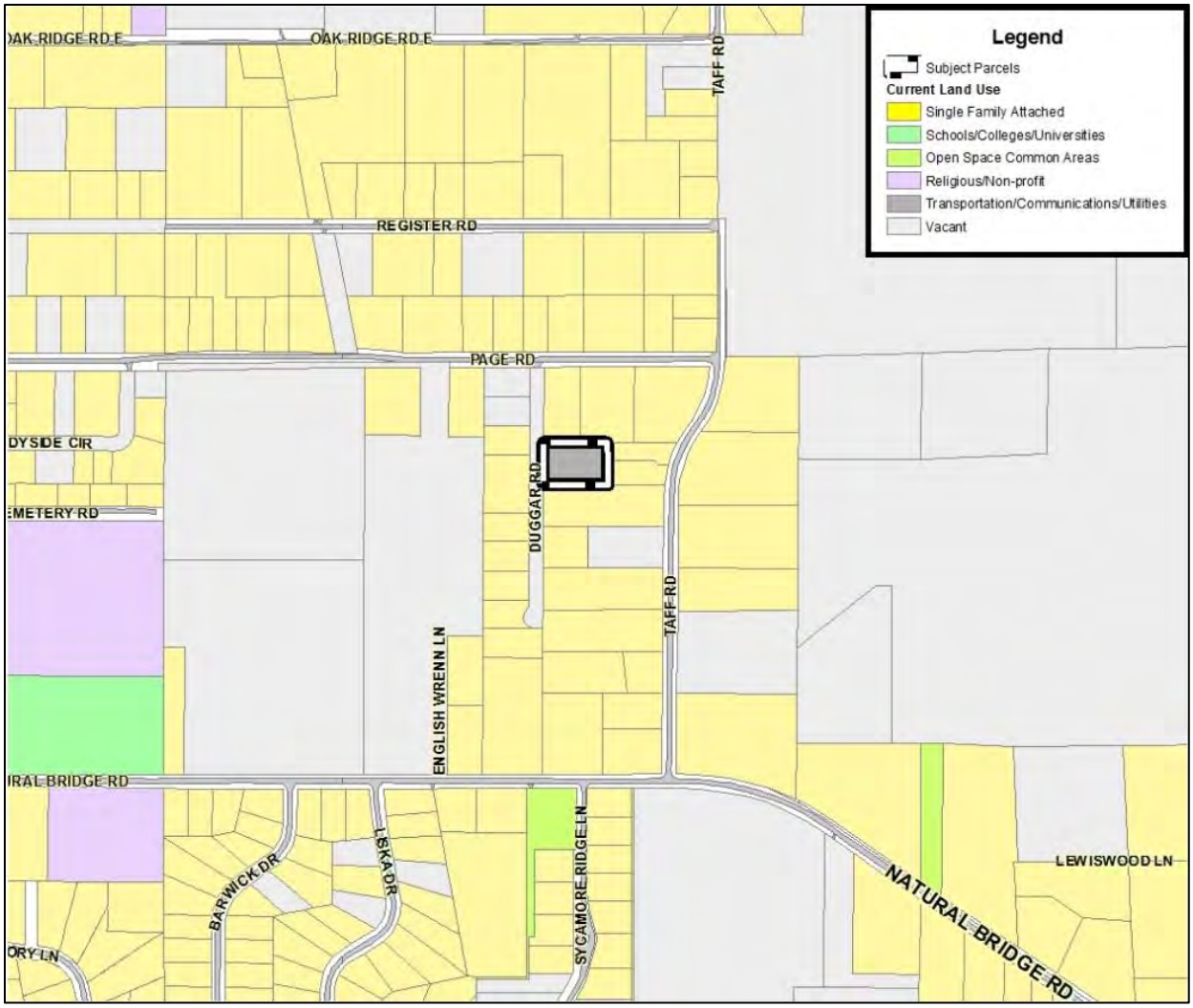
- Residential Preservation

Section 10-6.617 of the County's Land Development Code governs Residential Preservation zoning in the unincorporated area. This section permits single-family, duplex residences, manufactured homes, and cluster housing within a range of zero to six units per acre. However, in Residential Preservation areas outside the urban service area, this section states that the density of non-vested development in residential preservation areas shall be consistent with the underlying land use category. For the subject site, this means that the maximum allowed residential density is four dwelling units per acre. Because there is no sewer service to the subject site (and none anticipated at this time), Policy 1.2.1 of the Sanitary Sewer sub-element in the Utilities Element of the Comprehensive Plan requires that the minimum lot size for a septic tank shall be one-half acre; therefore, the current maximum allowable residential density for the subject site is two units.

Existing Land Uses

The existing use of the subject site has transitioned from a government operation (municipal water well facility) to a residential use. The existing structure that housed the wellhead and pumping equipment is still in place, as well as a chain-link fence around it. The remainder of the site is forested. The current owner is using the structure and the area within the fence for storage of personal items. The surrounding land uses are primarily low-density residential with some areas of vacant, undeveloped land. The following map indicates existing land uses surrounding the subject site as of 2014.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

The subject site is currently served by City of Tallahassee potable water service. Central sewer service is not currently available to the subject site, nor is it planned within the five-year Capital Improvements Element.

Schools

The subject site is in the Woodville Elementary, Nims Middle School, and Rickards High School attendance zones. Based on the current maximum allowable residential density for the subject site of two dwelling units only, no adverse impacts on public school capacity are anticipated.

Roadway Network

The subject site is currently served by Duggar Road, which is a local, unpaved road. Given the size of the subject site and the permitted uses, densities, and intensities, no adverse impacts to the areas roadway network are anticipated..

Pedestrian and Bicycle Network

There are no pedestrian or bicycle facilities proximate to the subject site.

Transit Network

StarMetro does not provide service to the subject site or surrounding area.

Environmental Analysis

Environmental Features

The subject site is located within the Woodville Recharge drainage basin. There are no known protected environmental features onsite.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 61 property owners within 1,000 feet of the subject site. Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS:

Attachment #1: Complete Text of Comprehensive Plan Policies:

1. 2.1.8: [L] Residential Densities
2. 2.2.3: [L] Residential Preservation
3. 2.2.11: [L] Rural Community
4. 2.2.12: [L] Woodville Rural Community

Complete Text of Comprehensive Plan Policies
Referenced in PCM201603 Report

Policy 1.1.2: [L] (REV. EFF. 12/10/91)

Improvement of capital infrastructure shall be provided within the designated urban service area and shall be phased over the life of the plan.

Policy 2.1.8: [L] *(Revision Effective 7/26/06; Revision Effective 1/7/10)*

Maintain a viable mix of available residential densities to accommodate a variety of housing types. Current residential densities are summarized below:

RESIDENTIAL DENSITIES RANGE *(Revision Effective 12/15/11; Rev. Eff. 7/19/13)*

Future Land Use Category	Maximum Gross Density - Dwelling Units (DU)/Acre (Ac)[1]	Minimum Gross Density Dwelling Units (DU)/Acre (Ac)
Rural	**1 DU/10 Ac**	**No minimum**
Urban Fringe	**1 DU/3 Ac (standard) or 1DU/3 Ac (Conservation subdivision)**	**No minimum**
Urban Residential	**10 DU/AC**	**4 DU/Ac**
Urban Residential 2	**20 DU/Ac [2]**	**No minimum**
Village Mixed Use	**20 DU/Ac [2]**	**No minimum**
Suburban	**20 DU/Ac [2]**	**No minimum**
Planned Development	**20 DU/Ac [2]**	**No minimum**
Bradfordville Mixed Use [2]	**20 DU/Ac**	**No minimum**
Central Urban [2, 3]	**45 DU/Ac**	**No minimum**
Activity Center [2, 3]	**45 DU/Ac**	**No minimum**
University Transition [2 ,3]	**50 DU/Ac**	**No minimum**
Central Core [2, 3] *(Eff.1/7/10)*	**150 DU/Ac** *(Eff. 1/19/02)*	**No minimum**
Rural Community	**4 DU/Ac**	**No minimum**
Residential Preservation [2]	**6 DU/Ac**	**No minimum**
Lake Talquin Recreation/Urban Fringe [4]	**1 DU/3 Ac (standard)**	**No minimum**
Lake Protection [4]	**1 DU/2 Ac (standard)**	**No minimum**

Notes:
[1] Maximum gross density is based on the gross acreage of the site and may not be achievable after addressing applicable land development regulations (e.g., parking, stormwater, and other regulations that may limit maximum development potential).
[2] Density ranges can be increased up to 25% above the maximum limits listed above for the purpose of providing affordable housing units, consistent with Policy 2.1.14 [LU].
[3] Density ranges can be increased up to 35% above the maximum limits listed above for the purpose of encouraging infill development and redevelopment, consistent with Mobility Element Policy 1.1.10 [M] (Effective 12/15/11). *(Revision Effective 7/19/13)*
[4] Clustering Option Available

Land Use Policy 2.2.3: [L]

RESIDENTIAL PRESERVATION *(Effective 7/16/90; Revision Effective 7/26/06; Revision Effective 4/10/09)*

Characterized by existing homogeneous residential areas within the community which are predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land use intensities and density intrusions. Future development primarily will consist of infill due to the built out nature of the areas. Commercial, including office as well as any industrial land uses, are prohibited. Future arterial and/or expressways should be planned to minimize impacts within this category. Single family, townhouse and cluster housing may be permitted within a range of up to six units per acre. Consistency with surrounding residential type and density shall be a major determinant in granting development approval.

For Residential Preservation areas outside the Urban Service area the density of the residential preservation area shall be consistent with the underlying land use category.

The Residential Preservation category shall be based on the following general criteria. For inclusion, a residential area should meet most, but not necessarily all of these criteria.

1) Existing land use within the area is predominantly residential
2) Majority of traffic is local in nature
   a) Predominance of residential uses front on local street
   b) Relatively safe internal pedestrian mobility
3) Densities within the area generally of six units per acre or less
4) Existing residential type and density exhibits relatively homogeneous patterns
5) Assessment of stability of the residential area, including but not limited to:
   a) Degree of home ownership
   b) Existence of neighborhood organizations

In order to preserve existing stable and viable residential neighborhoods within the Residential Preservation land use category, development and redevelopment activities in and adjoining Residential Preservation areas shall be guided by the following principles:

a) The creation of transitional development area (TDA) for low density residential developments.

Higher density residential developments proposed for areas adjoining an established neighborhood within the residential preservation land use category shall provide a transitional development area along the shared property line in the higher density residential development. The development density in the transitional development area shall be the maximum density

allowed in the Residential Preservation land use category. Development within the transitional development area shall be designed, sized and scaled to be compatible with the adjoining residential preservation area.

Transitional development areas shall be non-mapped areas and shall be approved at the time of site plan approval. The factors cited in paragraph (e) below shall be considered when determining the size of transitional development areas. The land development regulations shall specify development thresholds for the implementation of transitional development areas.

b) Limitation on future commercial intensities adjoining low density residential preservation neighborhoods.

New or redeveloped commercial uses adjoining residential preservation designated areas shall mitigate potential impacts by providing a transitional development area between the commercial uses and residential preservation uses and only those commercial activities which are compatible with low density residential development in terms of size and appearance shall be allowed. The factors cited in paragraph (e) below shall be used when determining the compatibility, design techniques and the size of transitional development areas. The design and layout of adjoining commercial uses shall be oriented to place the section of the development with the least potential negative impacts next to the residential preservation area.

c) Limitations on existing light industry adjoining residential preservation neighborhoods.

New, expanding or redeveloped light industrial uses adjoining low density residential areas within the residential preservation land use category shall mitigate potential negative impacts by providing a transitional development area between the light industrial uses and the low and medium density residential uses. The factors cited in paragraph (e) below shall be considered when determining compatibility, design techniques and the size of the transitional development area.

The design and layout of adjoining light industrial uses shall be oriented to place the section of the development with the least potential negative impacts in the area next to the existing and/or future low density residential area in the residential preservation land use category. New light industrial land uses shall not be designated next to a residential preservation area.

d) Additional development requirements for allowed community facilities when adjoining low density residential areas, except for cemeteries or religious facilities to be used solely for religious functions. Such development requirements will also apply to ancillary facilities when proposed in conjunction with religious facilities, and are to result in effective visual and sound buffering (either through vegetative buffering or other design techniques) between the community facilities and the adjoining residential preservation area.

e) Land use compatibility with low density residential preservation neighborhoods

A number of factors shall be considered when determining a land use compatible with the residential preservation land use category. At a minimum, the following factors shall be considered to determine whether a proposed development is compatible with existing or proposed low density residential uses and with the intensity, density, and scale of surrounding development within residential preservation areas: proposed use(s); intensity; density; scale; building size, mass, bulk, height and orientation; lot coverage; lot size/ configuration; architecture; screening; buffers, including vegetative buffers; setbacks; signage; lighting; traffic

circulation patterns; loading area locations; operating hours; noise; and odor. These factors shall also be used to determine the size of transitional development areas.

f) Limitations on Planned Unit Developments in the Residential Preservation land use category.

Planned Unit Developments proposed within the interior of a Residential Preservation designated recorded or unrecorded subdivisions shall be generally consistent with the density of the existing residential development in the recorded or unrecorded subdivision. Parcels abutting arterial roadways and/or major collectors may be permitted to achieve six dwelling units per acre.

The existing predominant development density patterns in Residential Preservation are listed in paragraph (g) below. Within 18 months of adoption, the PUD regulations shall be amended to include provisions addressing the preservation of established residential preservation designated areas. Said provisions shall address any proposed increase in density and the factors cited in paragraph (e) above.

g) Limitations on resubdivision of lots within established Residential Preservation designated areas.

To protect established single family neighborhoods from density intrusions, consistency within the recorded or unrecorded subdivision shall be the primary factor in granting approval for development applications. Consistency for the purposes of this paragraph shall mean that parcels proposed for residential development shall develop consistent with the lot size and density of the recorded or unrecorded subdivision.

Guidance on the resubdivision of lots in recorded and unrecorded single family subdivisions shall be provided in the Land Development Code.

Parcels proposed for residential development shall develop at densities generally consistent with the density of existing residential development in the recorded or unrecorded subdivision with the exception of parcels abutting arterial and/or major collector roadways which may be permitted up to six dwelling units per acre.

There may be two distinct density patterns in the Residential Preservation land use category as shown below:

Existing land use character of the subdivision	Gross residential density
Homogenous, very low density single family detached units (City Only)	0-3.6 dwelling units per acre (generally consistent with density of the subdivision)
Low density single family detached and/or non-single family detached units (including but not limited to townhomes and duplexes)	0-6.0 dwelling units per acre (generally consistent with density of the subdivision)

This section shall not be construed as to restrict the development of building types allowed by the applicable zoning district.

Policy 2.2.11: [L]

RURAL COMMUNITY* (REV. EFF. 6/28/02; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

The Rural Community future Land Use Designation is intended to distinguish long-established unincorporated communities located outside of the urban service area. These communities have existing concentrations of residential land use at densities typically less than those desirable within an urban area (gross densities are typically less than 2 dwelling units per acre and the most intensely developed portions rarely exhibit net densities above 4 dwelling units per acre). The intensity and layout of development within these communities more closely reflect rural design characteristics than urban design characteristics, with home sites and businesses typically being situated on larger lots, with greater setback than their urban counterparts, and while some commercial development in these communities occurs in the geographically compact "nodes", located at or near the intersections of major roads, it is also common to find established existing linearly developed commercial areas along limited portions of State Highway frontage. Communities so designated have grown as historically independent communities outside of the urban area and not extensions of urban sprawl. As such, this future land use designation recognizes that these communities typically have their own small, business-commercial "districts", where minor offices and small to moderate-sized commercial development provide local and surrounding rural residents access to basic shopping opportunities-accordingly, the intensity of non-residential development is limited to a maximum of 50,000 square feet building and 50,000 square feet per parcel. Residential development may be permitted up to 4 dwelling units per acre. Development intensity may be further limited according to the absence or presence of central water and sewer service, roadway capacity, and environmental limitations. Although some urban services may be available to serve development within areas designated Rural Community, urban services are not prerequisites for the limited development intensities allowed within these areas. Central sewer and water systems used to serve areas designated Rural Community shall be designated for lower density service as this category is not intended to create an area that attracts regional development or functions as a growth node.

Policy 2.2.12: [L]

WOODVILLE RURAL COMMUNITY* (REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 4/10/09)

The Woodville Rural Community shares many of the same characteristics as other Rural Communities, but has experienced different types of growth pressures than the other areas designated as Rural Community. Therefore it has received a separate Future Land Use designation with specific objectives and policies to address the issues unique to Woodville. Non-residential development is limited to a maximum of 50,000 square feet per building and 50,000 square feet per parcel; residential development is limited to a density of 4 dwelling units per acre. Through the transfer of development units system provided for in Policy 4.2.5 [C] residential densities of up to 8 dwelling units per acre may be allowed.

*Category located outside of designated Urban Service Area.

Policy 11.4.1: [L] (EFF. 12/8/98)

Where environmentally, economically and geographically practical, new heavy infrastructure land uses such as waste water treatment plants, airports, correctional facilities, and power plants which serve larger than neighborhood areas, shall be located in areas outside of the Southern Strategy Area. This policy does not apply to public facilities such as schools, parks, greenways, trails, and other recreational uses that would enhance the desirability of residing in the Southern Strategy Area.

Policy 4.2.5: [C] (EFF. 4/10/09; REV. EFF. 12/15/11)

By 2010, local government shall adopt in the Land Development Regulations a mapped Primary Spring Protection Zone (PSPZ) for Wakulla Springs based on the Leon County Aquifer Vulnerability Assessment (LAVA). Land development regulations shall be adopted to establish additional requirements and regulations within the PSPZ to minimize the adverse impacts of development on groundwater recharge quality and quantity. At a minimum, local government shall address the items below:

1. The preferred method of wastewater treatment in the PSPZ within the Woodville Rural Community and the USA shall be connection to sewer facilities designed to achieve Advanced Wastewater Treatment standards. Land development regulations and the Water and Sewer Agreement shall be amended to include enhanced requirements for new development and redevelopment to connect to Advanced Wastewater Treatment facilities. The costs of required sewer connections in the PSPZ shall be borne in part or in whole by the developer.
2. When connection to sewer facilities designed to achieve Advanced Wastewater Treatment standards is not available, new development and redevelopment in the PSPZ shall use Performance Based On-Site Treatment Disposal Systems (OSTDS) as defined in Policy 1.2.6: [SS]. Existing traditional OSTDS shall be upgraded to Performance Based OSTDS when the traditional OSTDS fails, as defined in the Florida Administrative Code. A process providing alternatives to upgrading to a Performance Based OSTDS at the time of traditional OSTDS failure may be developed for low-income households. To ensure that all existing traditional OSTDS and new Performance Based OSTDS function effectively, local government shall designate or institute a Responsible Management Entity and supporting fee structure.
3. New development and redevelopment in the PSPZ shall use a Low Impact Development approach, in addition to conventional water quality treatment infrastructure required outside the PSPZ, to minimize adverse impacts of development on water quality and Wakulla Springs. Land development regulations shall specify the mechanism for implementing the Low Impact Development planning and design approach.
4. Establish a transfer of development units system within the PSPZ to foster growth in Woodville Rural Community, increase the feasibility of providing centralized sewer service, and protect Wakulla Springs. The transfer of development units system shall be based on the policies below:

(A) The Rural and Urban Fringe Future Land Use Map categories inside the PSPZ shall be designated as the sending areas to transfer dwelling units out of. Expansion of the Urban Fringe Future Land Use Map category shall not be allowed in the PSPZ.

(B) Areas inside the Woodville Rural Community Future Land Use Map category, where connection to sewer facilities designed to achieve Wastewater Treatment standards is available and required, shall be designated to receive dwelling units.

(C) No net increase in dwelling units, as allowed by the Future Land Use Map on the effective date of this policy, shall be allowed in the PSPZ. Areas inside the USA are exempt from this policy and may increase in allowed density when consistent with applicable Comprehensive Plan policies. Approval of a Future Land Use Map amendment outside the USA that would allow an increased number of dwelling units shall require appropriate documentation that rights to the number of increased dwelling units have been, or are committed by a legally binding agreement to be, acquired from the designated sending areas.

5. Restrict fertilizer content and application rates within the PSPZ.
6. Protection of environmentally sensitive areas and features within the PSPZ shall be a priority for the local government environmental land acquisition program.

Policy 5.3.3: [L] (EFF. 8/17/92)

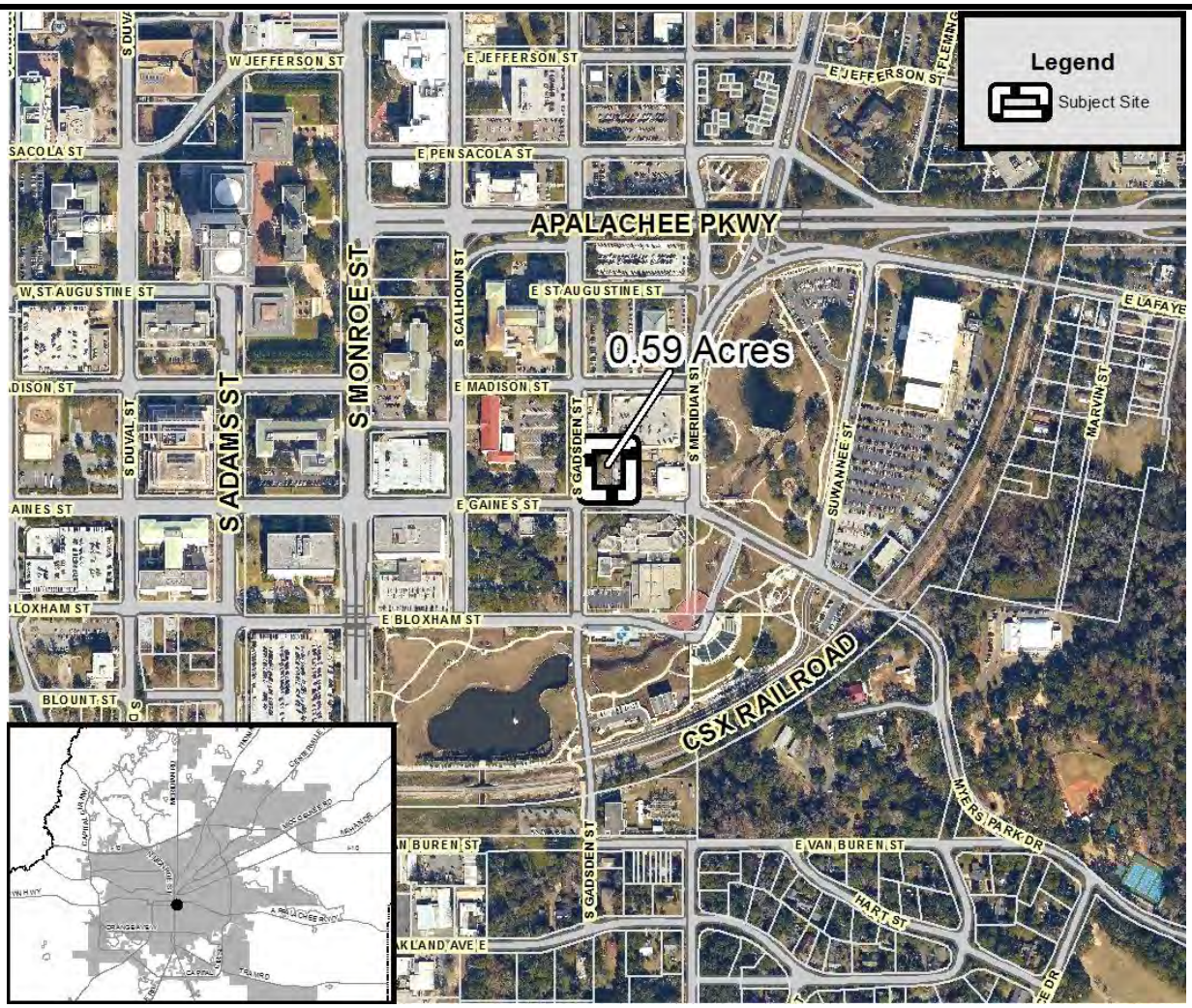
All land uses permitted within the Educational Facilities, Recreation/Open Space, and Government Operational future land use categories shall, upon the transfer of land designated Institutional to an individual or private entity, require a future land use map amendment before any use other than existing, may occur.

Policy 1.2.1: [SS] (EFF. 7/16/90; REV. EFF. 12/29/05; REV. EFF. 12/24/10)

The land use designations on the Future Land Use Map notwithstanding, the densities and intensities authorized by such land use designations shall not be allowed until such time as central water and sewer services are available, except as provided in Policy 1.2.3: [SS] and 1.2.4: [SS] below. The minimum lot size for a septic tank shall be one-half acre.

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201604
City Waterworks Site



SUMMARY

Property Owner:	Property Location/Tax I.D:	TLCPD Recommendation:
City of Tallahassee	Northeast corner of the intersection of South Gadsden Street and East Gaines Street	**Approve**
Applicant:		
TLCPD		
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Debra Thomas	Future Land Use: Recreation/Open Space Zoning: Central Core	**Approve**
Contact Information:	**Proposed Future Land Use & Zoning:**	
Debra.thomas@talgov.com 850.891.6418	Future Land Use: Central Core Zoning: No change	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

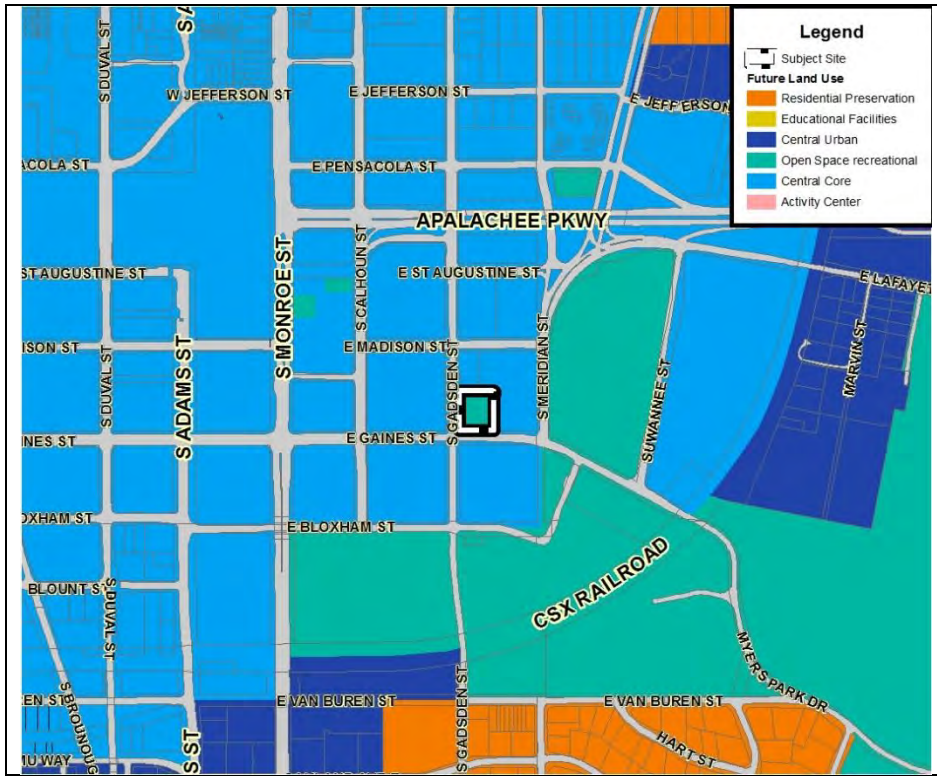
This is a request to change the Future Land Use Map designation on a portion of a single parcel in Downtown Tallahassee that currently has two Future Land Use Map designations. The 0.59 acre parcel is located at the intersection of South Gadsden and East Gaines streets ("subject site"). The subject site contains the City Waterworks building, a historic structure owned by the City of Tallahassee. The northern portion of the parcel is currently designated Central Core and the southern portion is designated Recreation/Open Space. The proposed map amendment would designate the entire parcel as the Central Core future land use category, consistent with the surrounding land uses.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The proposed map amendment would change the FLUM designation for approximately 0.59 acres from Recreation/Open Space to Central Core.

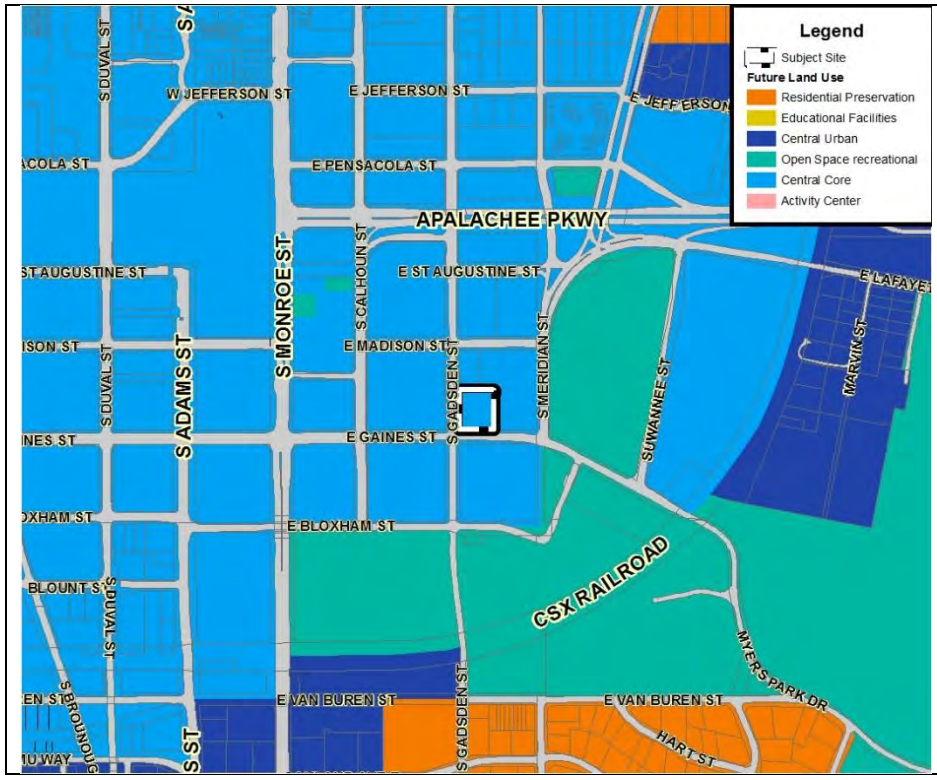
The following maps illustrate the current and proposed FLUM designations for the subject site.

Current Future Land Use Map Designation



Current Land Use Designation
• Recreation/Open Space

Proposed Future Land Use Map Designation



Proposed Designation
• Central Core

C. RECOMMENDATION

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. FINDINGS

Staff presents the following findings of fact:

1. This amendment will unify a single parcel under one land use category and zoning district.
2. The proposed land use category is consistent with the subject site's current zoning designation.
3. The subject site meets expansion criteria for the Central Core land use category.
4. The proposed amendment will further the goals and objectives of several strategic planning districts including the Multimodal Transportation District (MMTD), Downtown Overlay, and the Downtown Community Redevelopment Area (CRA).
5. The proposed change is consistent with Land Use Objective 9.1 which promotes revitalization, reinvestment and redevelopment in the Downtown Overlay District.
6. This amendment will promote the reuse of the subject site in support of an 18-hour Downtown, consistent with the intent of the proposed Central Core future land use category.

E. STAFF ANALYSIS

History and Background

The Old City Waterworks was built in 1904 and served as the City's original municipal water supply. Water supply functions were moved off-site in 1950, but the site was used in other capacities until the 1980s. In 1979, the building was listed on the National Register of Historic Places, as an example of modern civil engineering. The proposed amendment would not change the building's historic designation.

The Waterworks site is owned by the City of Tallahassee. While currently vacant, there is significant community interest in reuse and rehabilitation of the site. The Knight Creative Communities Institute (KCCI) has chosen the Waterworks site as its 2016 Community Catalyst Class project. Over the course of the next year, the group will be working to identify new opportunities for the Waterworks building and site.

The subject site is located in several strategic planning areas, including the Multimodal Transportation District (MMTD), the Downtown Overlay District, and the Downtown Community Redevelopment Area (CRA). The proposed amendment would further the goals and objectives of these planning areas by allowing more options for reuse of the subject site.

Current and Proposed Land Use Categories

The subject site is located within the Downtown Overlay boundary, and is part of a parcel that has two FLUM designations. Currently, the northern portion of the parcel is designated Central Core and the southern portion, the subject site, is designated Recreation/Open Space. The proposed map amendment would unify the parcel under one FLUM category, Central Core.

The Central Core FLUM is allowed only within the Downtown Overlay and encompasses much of Downtown Tallahassee. The entirety of the parcel, including the subject site, currently has Central Core zoning. The Central Core zoning district may only be utilized in the Central Core Future Land Use category. The proposed amendment would correct the inconsistency between the subject site's FLUM designation and zoning district.

Recreation/Open Space (Current)

The Recreation/Open Space FLUM recognizes publicly and privately owned lands which have active and passive recreational facilities, historic sites, forests, cemeteries or wildlife management areas. Residential uses are not permitted within this land use category and retail activities are limited. For the complete text of the Recreation/Open Space FLUM category see Attachment 1.

Central Core (Proposed)

The Central Core area is within the Downtown Overlay. Currently, Tallahassee's Central Core has a strong governmental presence; however, the character of the area has been transitioning to a greater mixture of uses, including office, commercial, retail and residential. The Comprehensive Plan states that the Central Core of Tallahassee is intended to grow into a vibrant 18-hour urban activity center containing quality development and emphasizing alternative modes of transportation. In order to support an 18-hour downtown, the Central Core FLUM provides for design standards and promotes redevelopment. The category also encourages a mix of higher intensity uses and high density residential, a prerequisite for mass transit and other alternative modes of transportation. Residential development may be permitted up to 150 units per acre. For the complete text of the Central Core FLUM category see Attachment 2.

Consistency with the Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

The Comprehensive Plan Vision Statement encourages projects and activities that provide significant additional value to the Community. This includes supporting development in strategic planning areas such as the Downtown Overlay, Multimodal Transportation District (MMTD) and Southern Strategy Areas.

The subject site is located within the Downtown Overlay and the MMTD districts where a mix of land uses and infill development are encouraged.

- Policy 2.2.10 Land Use Element [L] establishes the Central Core Future Land Use Category in the core of Tallahassee's downtown. The Central Core category is intended to create a critical mass of activity in the central core of the City.

The subject site is currently vacant and the use of the site is restricted by the current future land use designation. The proposed amendment would allow the reuse and rehabilitation of the subject site.

- Objective 9.1 [L] promotes revitalization, reinvestment, and redevelopment within the Downtown Overlay characterized by site design which is pedestrian friendly and contains a mix of land uses.
- Policy 9.1.2 [L] describes the criteria for expanding the Central Core Future Land Use category. Expansion of the Central Core category is limited to those parcels within the Downtown Overlay District that:
    - are within or contiguous to the existing Central Core area;
    - have all services and infrastructure available;
    - exhibit a need for the expansion (e.g.: parcel of sufficient size not available in the Central Core FLUM for the proposed development).

The subject site meets the above criteria for expanding the Central Core category because the subject site is contiguous to the existing Central Core area and all services and infrastructure are currently available. The proposed amendment is also consistent with Land Use Objective 9.1 which promotes redevelopment and reinvestment in in the Downtown Overlay District.

- Objective 1.1 Mobility Element [M] promotes vibrant communities with compact urban forms and a mixture of uses to minimize travel distances, reduce vehicle miles traveled and greenhouse gases, and to enhance pedestrian and bicycle mobility and transit accessibility.
- Policy 1.1.3 [M] promotes the Downtown as an 18-hour activity center by supporting development of housing, restaurants, and cultural activities to encourage use beyond working hours.

The proposed amendment would allow for the reuse of the site within the Downtown area supporting compact urban forms. The proposed change also provides expanded uses for the subject site which would encourage the mixture of uses and 18-hour activity sought in the City's Downtown.

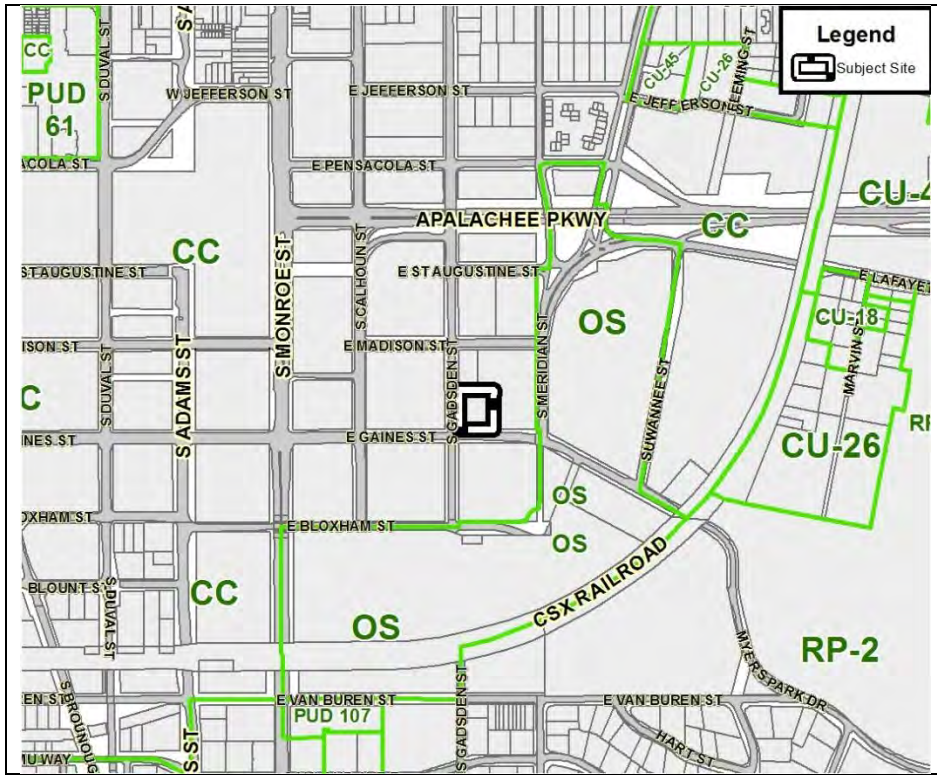
The complete text of these goals, objectives, and policies is included as Attachment #3.

Zoning

There is no rezoning needed to implement the proposed map amendment. The current zoning of Central Core implements the proposed future land use map change.

The Central Core zoning district may only be utilized in the Central Core Future Land Use Category. The zoning district is intended to promote infill and redevelopment of existing residential urban areas with sufficient supporting infrastructure, accessibility to services, and proximity to the Capitol, employment centers, and universities; provide access to convenient shopping and service businesses; promote compatibility between adjacent residential and non-residential uses through high quality design; and promote pedestrian and bicycle mobility. For the complete text of the Central Core zoning district see Attachment #4. The following map provides the current zoning for the subject site and surrounding area.

Zoning Map



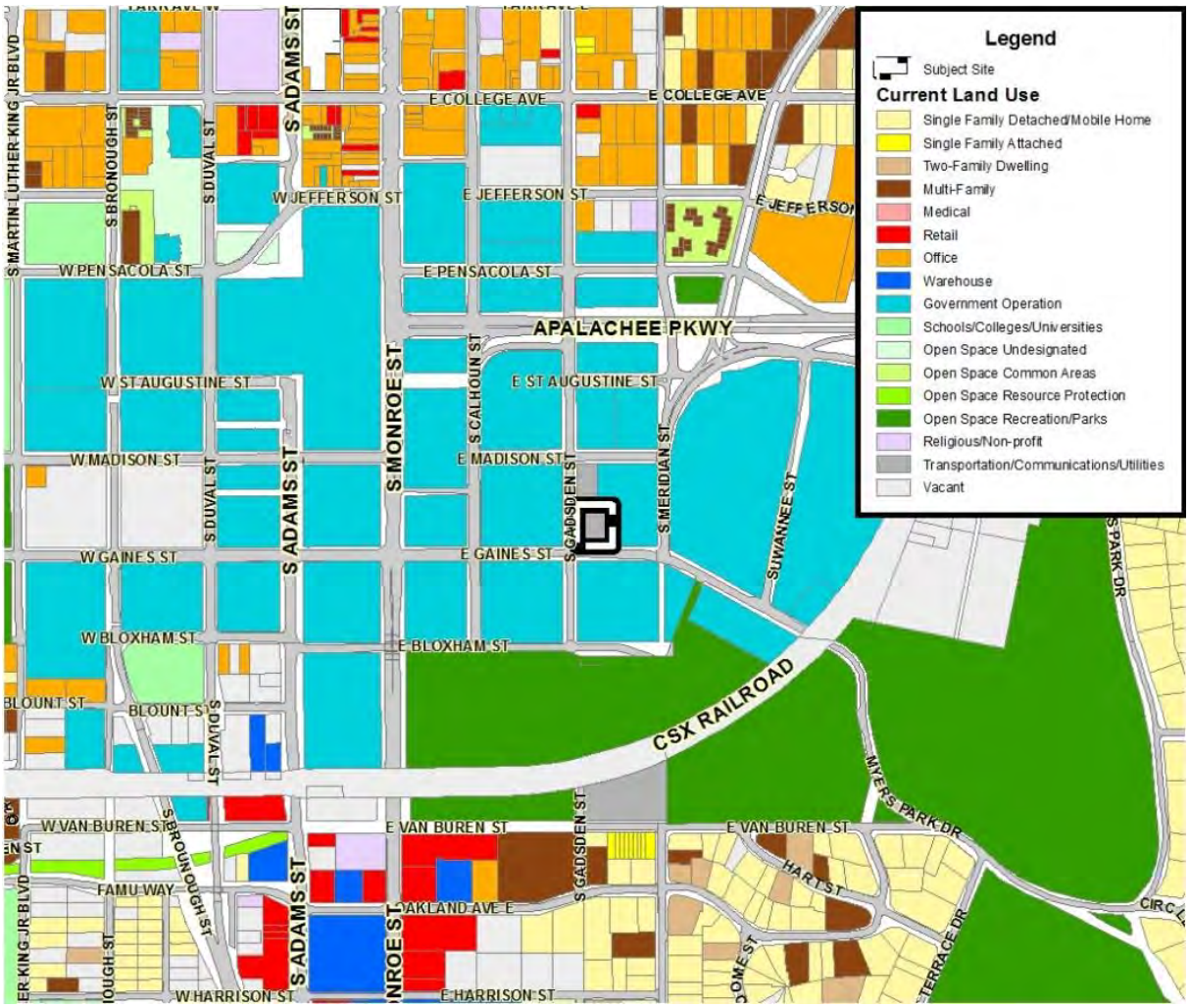
Current Designation
• Central Core

Existing Land Uses

As previously stated, the subject site is home to the Old City Waterworks, which is currently vacant. The existing land uses in the vicinity of the subject site include government operations, recreation and open space, office, retail, single family, and multifamily dwellings.

The following map indicates existing land uses surrounding the subject site as of 2014.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

The subject site is currently served by City of Tallahassee potable water and sewer services.

Schools

The subject site is in the Hartsfield, Cobb, and Leon school attendance zones.

School Name	Hartsfield Elementary	Cobb Middle	Leon High
Present Capacity	61	145	0
Post Development Capacity	44	138	-8

The table above depicts preliminary calculations provided by School Board staff based on the maximum residential development allowed under the requested future land use category. Final school concurrency calculations will be conducted in the future when a site plan for proposed development is submitted.

Roadway Network

The subject site is currently bound by south Gadsden Street, a minor arterial, and east Gaines Street, a minor arterial. It is located within the Multimodal Transportation District (MMTD) which has a goal of increasing density, mixed use developments, and promoting pedestrian-oriented urban design standards to support walkable development and thereby increase pedestrian, bicycle, and transit use.

Pedestrian and Bicycle Network

Gaines Street and South Gadsden Street have sidewalks connect the subject site to the larger downtown area, including Cascades Park and the Capital Cascades multi-use trail.

Transit Network

The subject site is in the MMTD and Downtown where transit services are provided by StarMetro. StarMetro provides transit services along Gaines Street via the Tall Timbers Route. The closet transit stop is at Meridian and Madison Streets.

Environmental Analysis

The subject site is located within the Lake Munson drainage basin. The site is developed and contains no known protected environmental features onsite.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 14 property owners within 1,000 feet of the subject site. Below is a list of all outreach and notification to the public regarding this proposed amendment.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 27,2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	November 6, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency (LPA) Public Hearing – February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

Additional Recommendation from the Local Planning Agency: The LPA recommended City staff undertake an analysis of pros and cons of applying to the local historic register for the Waterworks building.

H. ATTACHMENTS

Attachment # 1 Land Use Policy 2.2.14 Recreation/Open Space FLUM Category

Attachment # 2 Land Use Policy 2.2.10 FLUM Central Core Category

Attachment # 3 Complete text of the following Comprehensive Plan Policies and Objectives referenced in report:
Comprehensive Plan Vision Statement
Land Use Objective 9.1 Downtown Overlay District
Land Use Policy 9.1.2 Central Core Expansion Criteria
Mobility Element Objective 1.1
Mobility Element Policy 1.1.3

Attachment # 4 Zoning district chart for the following zoning district referenced in report:

Section 10-197. Central Core Zoning District Chart

Land Use Policy 2.2.14: [L]

RECREATION/OPEN SPACE *(Effective 8/17/92; Rev. Effective 7/26/06; Renumbered 3/14/07)*

This category contains:
(1) Government owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas.
(2) Privately owned lands which have golf courses, cemeteries, or wildlife management areas.

Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community.

Policy 2.2.10: [L]

CENTRAL CORE *(Effective 1/19/02; Rev. Eff. 7/26/06; Renumbered 3/14/07; Rev. Eff. 1/7/10; Revision Effective 7/19/13)*

The current Central Core of Tallahassee has a strong government presence. However, the character of this area has changed since 2002 to a more mixed use center with new office, commercial, retail and residential uses. The Central Core of Tallahassee is intended to expand into a vibrant 18-hour urban activity center with quality development. The emphasis in this area is intended to shift from cars to pedestrian, bike and transit modes of transportation. The development regulations within the Central Core area have to be amended to allow for a more urban kind of development where the primary emphasis is on pedestrian, bike and transit modes of transportation. The Central Core area is within the Downtown Overlay. The City of Tallahassee intends to promote mix of uses and higher densities and intensities within its Central core, while promoting multiple modes of transportation. The City shall establish Design Guidelines for this area in order to allow for more mixed use, pedestrian, bike and transit oriented development. Residential development may be permitted up to 150 units per acre.

Any development with density of more than 10 dwelling units per acre shall be consistent with the design standards identified in Policy 1.1.10 [M] subject to further clarification in the Land Development Code.

The future expansion of the Central Core FLUM will be limited to only those parcels within the Downtown Overlay District when:

- The proposed parcels are contiguous to existing central core FLUM area;
- The proposed parcel has all the infrastructure available;
- The proposed parcel has to exhibit a need for the expansion (eg: parcel of sufficient size not available in the Central Core FLUM for the proposed development).

Complete Text of Comprehensive Plan Policies
Referenced in Report

VISION STATEMENT AND IMPLEMENTATION

(Rev. Effective 7/26/06; Revision Effective 1/7/10)

In the early 1820s, Florida government alternated business between St. Augustine and Pensacola. At that time, travel between the cities was hazardous and the journey long. In 1823, the site of Tallahassee was chosen as the seat of government for the Territory of Florida because of its central location and abundance of natural resources. It was noted then, "A more beautiful country can scarcely be imagined; it is high, rolling, and well watered." In the new capital, commerce expanded and a new school of higher learning was founded. From these historic roots, Tallahassee and Leon County is now the center of Florida's government and respected worldwide for its schools of higher education.

We are fortunate to have retained the natural beauty that inspired the sitting of Florida's state capital. The community relies upon the comprehensive plan to protect the natural resources and scenic beauty while encouraging the responsible, healthy growth of Tallahassee and Leon County. The comprehensive plan seeks to balance the management of growth with environmental protection but gives precedence to environmental protection.

Evolving land use patterns within the County have exhibited sprawl characteristics. Sprawl is, perhaps, the most inefficient pattern of land use. Costs associated with the provision of both capital and social infrastructure are higher than more compact patterns. This must be taken into consideration when local government is faced with limited fiscal resources and increasing demand for services.

Sprawl encourages degradation of the County's natural resources by prematurely committing vast areas to the impact of urbanization. Phased, orderly growth mitigates this situation by comprehensively addressing development impacts to our natural systems. Leap frog development associated with sprawl is piecemeal in nature and is detrimental to any type of comprehensive framework.

Another aspect of urban sprawl is the tendency toward strip commercial development, i.e., the commercialization along major streets which occurs as infill between sprawled developments. This strip development negatively affects traffic safety and flow, as well as creating aesthetic problems associated with advertising signs. While many of the negative effects of strip development can be controlled to some extent by regulatory means, a more positive approach is to prevent its spread by means of land use policies.

The purpose of the comprehensive plan is to preserve, protect and enhance the quality of life for all citizens. The plan encourages and supports economically sound residential, educational, employment, cultural, recreational, commercial and industrial opportunities for the citizens. This is facilitated by systematically planning for growth, development and redevelopment.

The natural environment is one of the many criteria which, when combined, form the community's perceived quality of life. The natural environment is a major component in the quality of life equation for Leon County. As such, it must be protected. Development and the ancillary activities associated with it must be channeled into locations that protect the natural and aesthetic environment. Unwise land use decisions which ultimately require expensive environmental retrofitting, paid for by the general populace, must be eliminated. In order to achieve this, it is the intent of this Plan to include strong environmental objectives and policies within the Land Use Element and other applicable portions of the Plan.

The residential environment is also one of many criteria which form the community's perceived quality of life and must be protected. An economic base of stable public employment has fostered development of stable residential neighborhoods. Citizens identify with and value their neighborhoods in all parts of the community and at all income levels. Containing sprawl will necessarily increase density and intensity in the existing urban area. Unwise land use decisions and premature non-residential development in established residential areas can seriously and permanently alter the character of a neighborhood. Not only actual changes, but also the perception of a constant assault on a neighborhood undermine an otherwise desirable residential environment. Development and its ancillary activities should be channeled into locations that offer the greater opportunity for the higher density and mixture of uses that a policy of urban containment encourages. It is the intent of the plan to maintain the integrity of existing neighborhoods while encouraging new residential developments to incorporate a wider range of non-residential uses.

Essential for planning are objectives and policies that protect and enhance the natural environment, water resources, the canopy roads, and residential neighborhoods. To this end, regulatory tools such as concurrency management, urban service area designation, planned unit developments and special protection zones are used to foster the community’s vision. An underlying premise is the linkage between land use and infrastructure. The plan is based on the principle that development should pay for itself and this vision is implemented, in part, through the accomplishment of several strategies described below.

Traditional values within Leon County prohibit the strict implementation of an urban containment strategy. Urban service area demarcations must be located to allow for some degree of large lot, single family subdivisions. In addition, some urban areas located away from the core, such as Chaires, Fort Braden, and Miccosukee, must be provided for. Overall, however, it is the intent of this comprehensive plan to concentrate development in the Tallahassee urban area plus provide for a minimum number of designated areas of urban development.

It is the responsibility of every citizen of Leon County to pay his or her fair share first to achieve and then to maintain the community wide adopted levels of service (LOS) for capital infrastructure and urban services. However, it is not a current resident's responsibility to pay for new developments' fair share costs through subsidization. Thus, in a sense, future development must be self-sufficient.

Existing and new residents should not be bound by minimum level of service standards adopted community wide. The ability to enhance these minimums should be provided for as long as the end user pays for the incurred costs. User fees, special assessments or MSTUs are instruments, which can be used to accomplish this. Furthermore, it should be recognized that congestion can actually be a sign of a healthy urban area, and that automobile congestion can lead to individuals making a modal switch to transit, provided the transit system provides access to common destinations with convenient frequency.

The plan encourages projects and activities that provide significant additional value to the community. This includes supporting development in strategic areas such as the Downtown Overlay, Multimodal Transportation District and Southern Strategy Areas.

The intent of the Southern Strategy is to direct quality development and redevelopment into the area designated as the Southern Strategy area. Success of the Southern Strategy will benefit the entire community in terms of an increased tax base, greater choices for residential and employment opportunities, and other general quality of life factors such as greater availability of shopping, recreation and educational opportunities throughout the community. The focus of this strategy is to make this area of the community a desirable residential location for people of all incomes. This area contains many assets we strive for in other parts of the community such as close proximity to jobs and downtown, walk-to commercial, neighborhood schools and parks, and affordable housing. Similarly, the Lake Bradford Chain of Lakes, the St. Marks Bike Trail and its extensions, and the proximity of the National Forest make this area important for environmental and recreational reasons. It also contains historic neighborhoods and is in proximity to cultural activities in the community, with museums and nearby concert facilities; educational activities, with two nearby universities and the community college. It contains a great diversity of neighborhoods, housing, and employment close to the urban core. These are the assets that make a true city.

The Downtown Overlay consists primarily of the urban core of the City of Tallahassee and is intended to clearly distinguish the City's Downtown Boundary. This overlay district primarily comprises the Capital Center area, Gaines Street Corridor, and parts of the Southern Strategy Area. The intent of this overlay district is to encourage high density and quality redevelopment as well as remove barriers to achieving the allowable densities within this area.

In order to ensure the long-term viability of our entire community as well as the efficiency of our public and private investments, it is important to protect the housing resources, neighborhoods, and business and commercial districts that make up the Multimodal Transportation District and the Downtown Overlay by adopting strategies which promote neighborhood revitalization, urban infill, homeownership, and redevelopment.

The plan also supports diversification of our local economy, utilizing our highly educated workforce, our two local universities, community college and various technical schools and state government. With approximately 38% of all employment in Tallahassee-Leon County based in the government sector, this community is a reflection of its role as the State Capital and as a

center for higher education. This employment structure has long provided a stable and predictable economic base.

This plan recognizes the likely continuation of growth in the State government and university segments of the local economy. A major strength of this aspect of our community is the opportunity that it provides for selective diversification. With a strong economic base, the focus for the future can be to actively seek desirable industries that will have a synergy with existing economic resources, such as job training and research and development activities associated with the universities and other educational entities.

This Plan is based on maintaining the historical growth rate of Leon County. Specifically, Tallahassee-Leon County should continue to grow with an emphasis on selected growth that pays for itself through the provision of well paid jobs and economic leverage factors which enhance the quality of life of the community. The universities and state government, which have been our traditional economic strengths, should be built upon and encouraged to expand. Thus, selected recruitment and continued expansion of the universities and state government should form the nucleus for the continued growth of Leon County.

Our comprehensive plan is a living document, used every day in decisions made by local governments. It is regularly reviewed and amended to ensure that it remains current and consistent with our community vision.

DOWNTOWN OVERLAY DISTRICT (EFF. 7/1/94; REV. EFF. 1/7/10; REV. EFF. 7/6/15)

Objective 9.1: [L]
Promote revitalization, reinvestment and redevelopment characterized by site design which is pedestrian friendly and contains a mix of land uses which are designed to achieve compatibility.

Policy 9.1.2: [L] *(Revision Effective 1/7/10)*

Those parcels within the Downtown Overlay (except Gaines Street Corridor Study Area) are eligible to be added to the Central Core FLUM when

- The proposed parcels are contiguous to existing Central Core FLUM area;
- The proposed parcel has all the infrastructure available;
- The proposed parcel has to exhibit a need for the expansion (eg: parcel of sufficient size not available in the current Central Core FLUM for the proposed development).

OBJECTIVE 1.1: [M] *(Effective 12/15/11)*

LAND USE AND TRANSPORTATION COORDINATION
Coordinate transportation and land use systems that foster vibrant communities with compact urban forms and a mixture of uses to minimize travel distances, reduce vehicle miles traveled and greenhouse gases, and to enhance pedestrian and bicycle mobility and transit accessibility.

Policy 1.1.3: [M] (Effective 12/15/11)
Promote the Downtown as an 18-hour activity center by supporting development of housing, restaurants, and cultural activities to encourage use beyond working hours.

Sec. 10-197. Central Core district

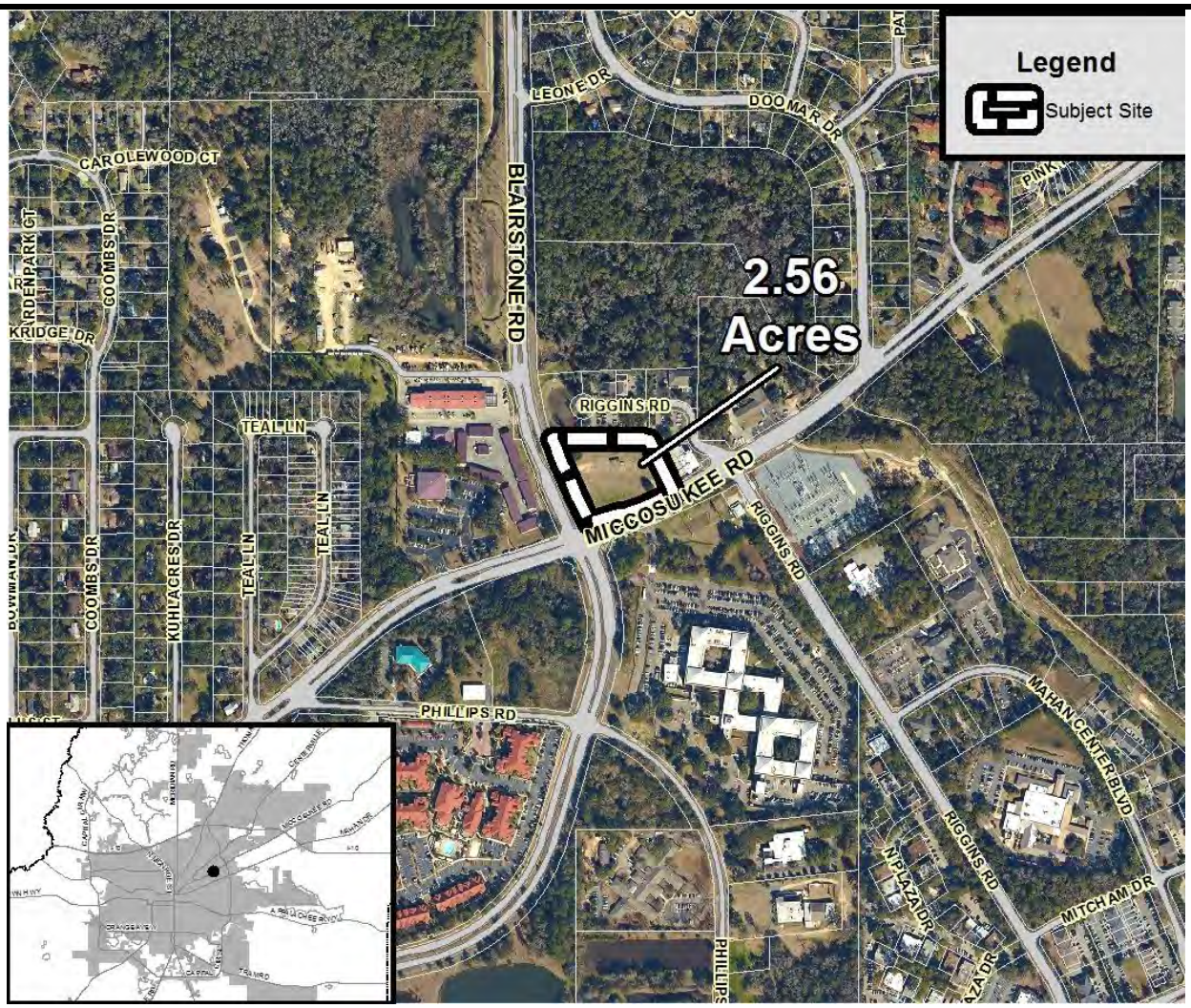
See the following chart for district intent, permitted uses, and notes for the Central Core Zoning District:

	PERMITTED USES		
1. District Intent	***2. Principal Uses***	***3. Prohibited Uses***	***4. Accessory Uses***
The Central Core district is intended to: 1) Create a critical mass of activity in the central core of the City; 2) Allow residential density of up to 150 dwelling units per acre; 3) Promote infill and redevelopment of existing residential urban areas with sufficient supporting infrastructure, accessibility to services, and proximity to the Capitol, employment centers, and universities; 4) Provide access to convenient shopping and service businesses; 5) Promote compatibility between adjacent residential and non-residential uses through high quality design; and 6) Promote pedestrian and bicycle mobility. The Central Core zoning district may only be utilized in the Central Core Future Land Use Category. The Central Core district is not subject to the Tallahassee Land Use Development Matrix. **Development Standards for this zoning district are established within the Downtown Overlay Regulating Plan map series and applicable sections of Division 4.**	1. Active and passive recreational facilities. 2. Automotive rental. 3. Automotive repair. 4. Banks and other financial institutions. 5. Community facilities, including libraries, religious facilities, police/fire stations, and elementary, middle, high and vocational schools. Other community facilities may be allowed in accordance with Section 10-413 of these regulations. 6. Cocktail lounges and bars. 7. Commercial sports. 8. Day care centers. 9. Equipment rental, outdoor storage prohibited. 10. Funeral parlor, mortuary. 11. Hotel, motel, and Bed and breakfast inns (see Sec. 10-412). 12. Indoor amusements. 13. Laundromats, laundry and dry cleaning pick-up stations. 14. Mailing services. 15. Medical and dental offices and services, laboratories, and clinics. 16. Motor vehicles fuel sales. 17. Museums and art galleries. 18. Non-medical offices and services, including business and government offices and services. 19. Nursing homes and other residential care facilities. 20. Personal services (barber shops, fitness clubs, tailoring, etc.). 21. Photocopying and duplicating services. 22. Post-secondary educational facilities. 23. Repair services, non-automotive; outdoor storage prohibited. 24. Residential – any dwelling unit type, except mobile homes.	i. Motor vehicles, RV, and boat dealers. ii. Fuel oil dealers. iii. Camps and recreational vehicle parks. iv. Hospital. v. Factories and industrial uses.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.

	25. Restaurants, without drive-in facilities. 26. Retail, miscellaneous – bakeries, electronics, florists, liquor stores, used merchandise, newsstand, books, greeting cards, toys, luggage, clothing, shoes, department store, furniture, grocers, etc. 27. Rooming and boarding houses, including dormitories. 28. Social, fraternal, and recreational clubs and lodges; assembly halls. 29. Structured parking. 30. Studios for photography, film, music, art, dance, drama, and voice. 31. Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district.		

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201605
Miccosukee Road and Blairstone Road



SUMMARY

Property Owner:	Property Location:	TLCPD Recommendation:
Leon County **Applicant:** Leon County Board of County Commissioners	Northeast corner of the intersection of Miccosukee Road and North Blairstone Road	**Approve**
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Debra L. Thomas	FLUM: Government Operational Zoning: Planned Unit Development	**Approve**
Contact Information:	**Proposed Future Land Use & Zoning:**	
Debra.thomas@talgov.com 850-891-6418	FLUM: Suburban Zoning: C-2 Gen. Commercial	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

Planning staff received a request from the Leon County's Division of Real Estate to initiate a Future Land Use Map (FLUM) amendment for a 2.56 acre parcel located the intersection of Miccosukee and North Blairstone Road ("subject site").

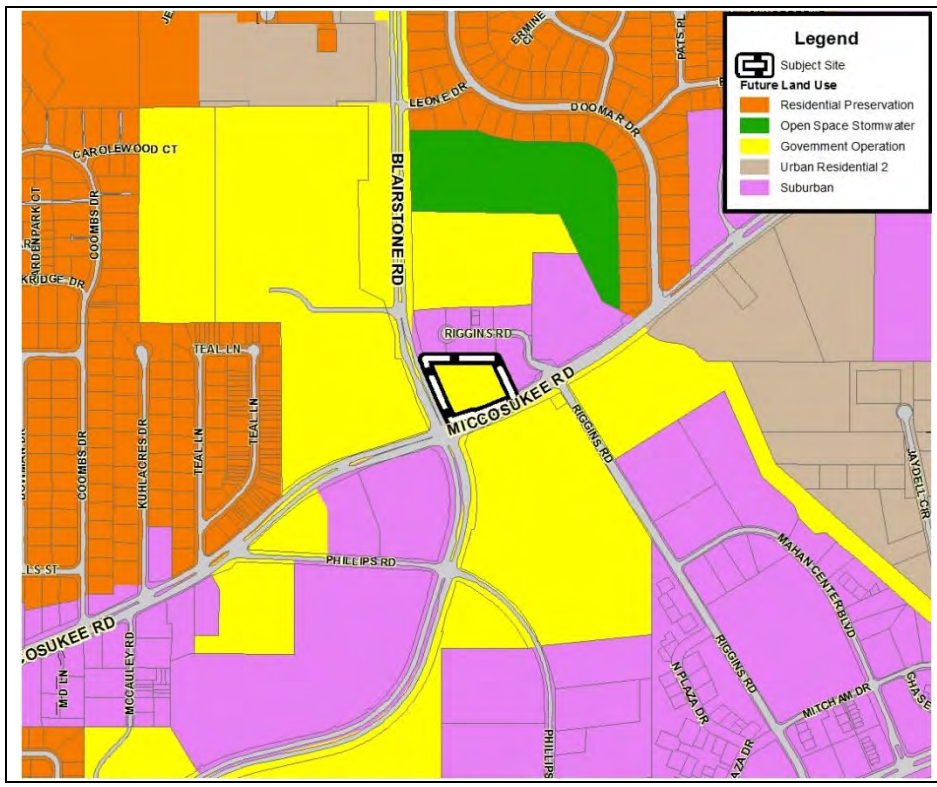
While the subject site is currently owned by Leon County, it is being surplused to pay for the construction of a new medical examiner facility. In order to change the ownership from public to private, and to facilitate the future development of the subject site with uses other than government operations, the current FLUM designation and zoning need to be changed.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The proposed map amendment would change the FLUM designation for approximately 2.56 acres from Government Operational to Suburban.

The following maps illustrate the current and proposed FLUM designations for the subject site.

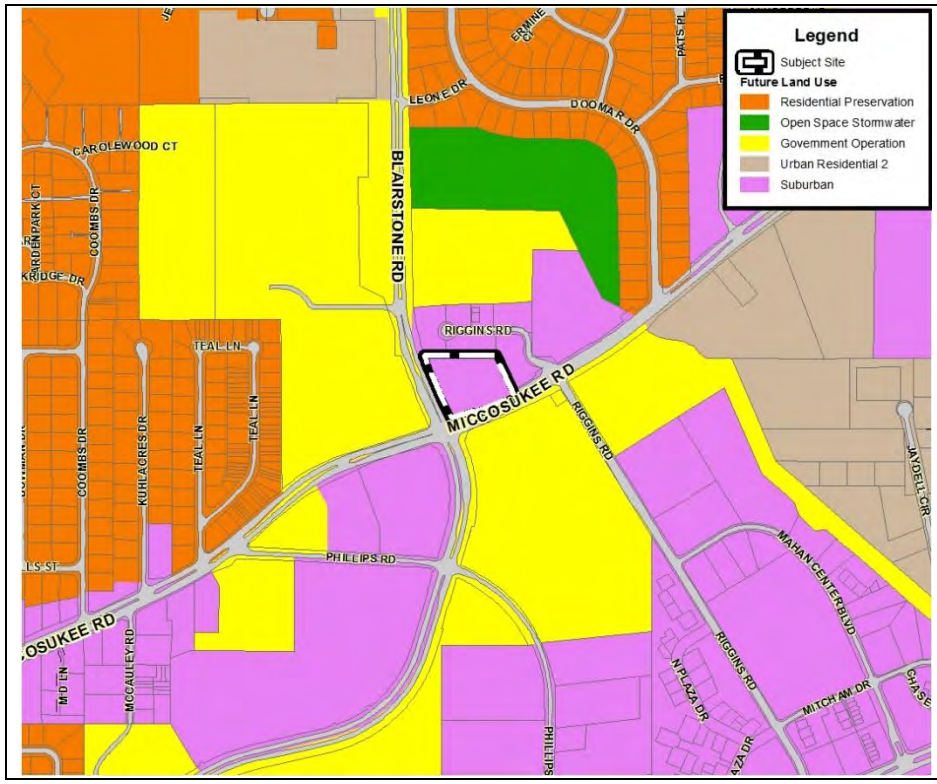
Current Future Land Use Map Designation



Current Designation

- Government Operational

Proposed Future Land Use Map Designation



Proposed Designation

- Suburban

C. RECOMMENDATION

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. .FINDINGS

Staff presents the following findings of fact:

1. The proposed change is consistent with Leon County Board of Commissioners direction to proceed with the sale of County-owned property resulting in an ownership change from public to private.
2. The proposed amendment is consistent with Land Use Policy 5.3.3 which requires a future land use map amendment prior to property designated as government operations being utilized for uses other than institutional.
3. The proposed Suburban FLUM category is consistent with the mix of land use patterns in the vicinity of the subject site.
4. The subject site is also in close proximity to shopping and employment opportunities and is served by transit, sidewalks, and central water and sewer, all of which promote the intent of the Suburban land use category.
5. The proposed change supports the Board of County Commissioners 2012-2016 Strategic Plan Strategic Priority (G5), which provides for implementing strategies which ensure responsible stewardship of County resources, including engaging with the private sector to develop property at the corner of Miccosukee and Blairstone, to construct a Medical Examiner facility.

E. STAFF ANALYSIS

History and Background

In 2013, TMH staff met with County Administration to express a desire to have the morgue and autopsy facility removed from the hospital. TMH staff reiterated that the hospital was not providing a specific deadline, but that they would like to work cooperatively with the County and the Medical Examiner to move towards a long-term solution that accomplished this goal.

At their June 23, 2015 meeting, the Board of County Commissioners approved the renovation of the former Mosquito/Animal Control building at Municipal Way for the new Medical Examiner facility and the sale of the County-owned property at the intersection of Miccosukee and North to support the renovations of the new ME building. The full agenda item is included as Attachment #1.

Current and Proposed Future Land Use Categories

Government Operational (Current)

The subject site is currently designated Government Operational (GO) on the FLUM. Policy 2.2.16 of the Comprehensive Plan's Land Use Element outlines the intent and typical uses associated with the GO land use category. In general, the category allows for government owned and operated facilities such as community services, infrastructure and post-secondary education.

The complete text of the Government Operational FLUM category is provided in Attachment #2.

The proposed amendment is intended to transition the site from public to private ownership and prepare the site for private development.

Suburban (Proposed)

The proposed FLUM designation for the subject site is Suburban. The Suburban land use category allows for a wide range of uses, including housing, retail/office, and light industrial. Land Use Element Policy 2.2.5 outlines the intent of the Suburban land use category, which is to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses.

Policy 2.2.5 also states that allowed uses within Suburban are regulated by zoning districts which implement the intent of the category, and which recognize the unique land use patterns, character, and availability of infrastructure in its different areas.

The subject site's proposed Suburban FLUM designation is consistent with that of surrounding properties and would ensure the site develops in an efficient and compatible manner.

The complete text of the Suburban FLUM category is provided in Attachment #3.

Consistency with the Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan. The complete text of these policies is included as Attachment #4.

- Policy 5.3.3 Land Use Element [L] requires a future land use map amendment prior to governmental designated property being developed with uses other than institutional.

The subject site is currently undeveloped. The proposed change from Government Operational to Suburban reflects the proposed change in ownership from public to private. The proposed amendment would allow for development of the site with non-government uses.

- Policy 2.2.5 [L] establishes the Suburban Future Land Use category. The category is most suitable for those areas outside of the Central Core and allows a mix of uses including commercial, retail, office and residential development up to 20 dwelling units per acre.

The subject site is located outside of the Central Core. Existing land uses in the vicinity of the subject site includes office, commercial, government operations, recreation/open space, and a mix of

residential densities. The proposed amendment would allow development of the site in a manner consistent with surrounding properties.

- Policy 1.1.5 [L] states that Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure.
- Policy 1.1.7 [L] requires that higher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.

The subject site has access to all urban services and infrastructure.

Zoning

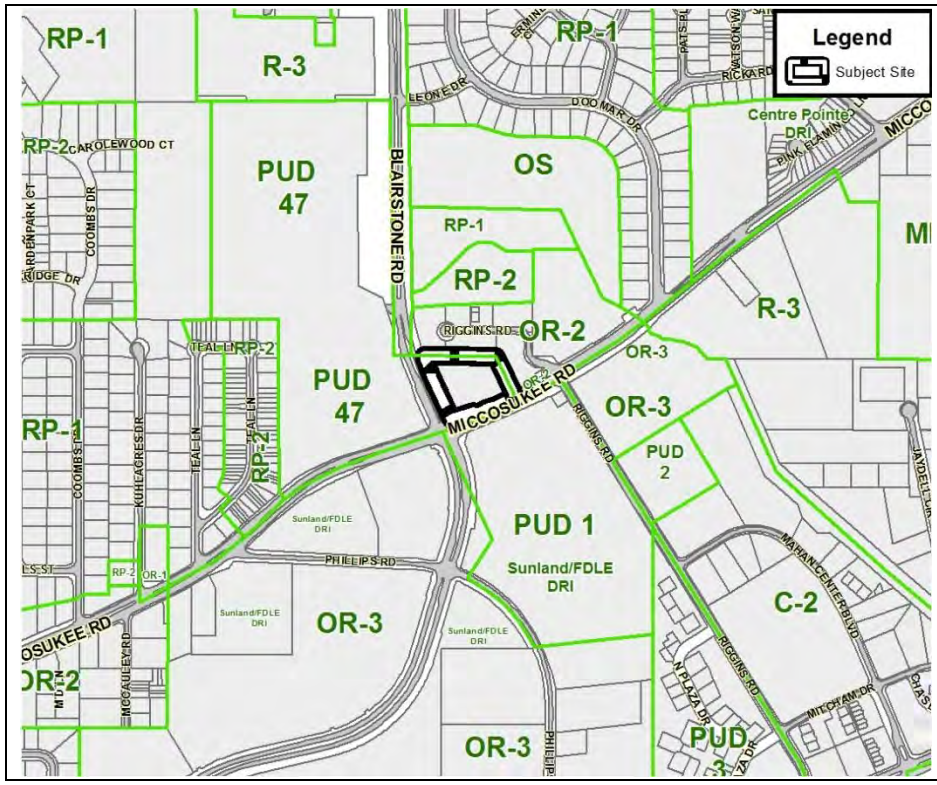
A zoning change from Planned Unit Development (PUD) to C-2 General Commercial is needed to implement the proposed amendment to the Future Land Use Map.

The subject site is part of the Leon County Operation Center Planned Unit Development. The PUD was originally approved in 2001 and amended in 2005. The uses permitted in the PUD include building and related products, heavy infrastructure (maintenance yards, motor pools), welding and machine shops, non-medical offices and services including business and government offices and services, repair services, non-automotive, automobile parking (lots and structures), electric repair, storage, medical and dental offices services, laboratories and clinics, banks and other financial institutions, mailing services, passive and active recreational facilities, community facilities related to the permitted uses, including libraries, and police and fire stations.

The proposed C-2 zoning district (Attachment #5) is intended to be located in areas designated Suburban on the FLUM and shall apply to areas with direct access to major collectors or arterial roadways located within convenient travelling distance to several neighborhoods. The proposed zoning district is consistent with the development patterns in the vicinity of the subject site. In addition, the site has direct access to Miccosukee Road, a minor arterial, and north Blairstone Road, a principle arterial roadway.

The following maps illustrate the current and proposed zoning of the subject site.

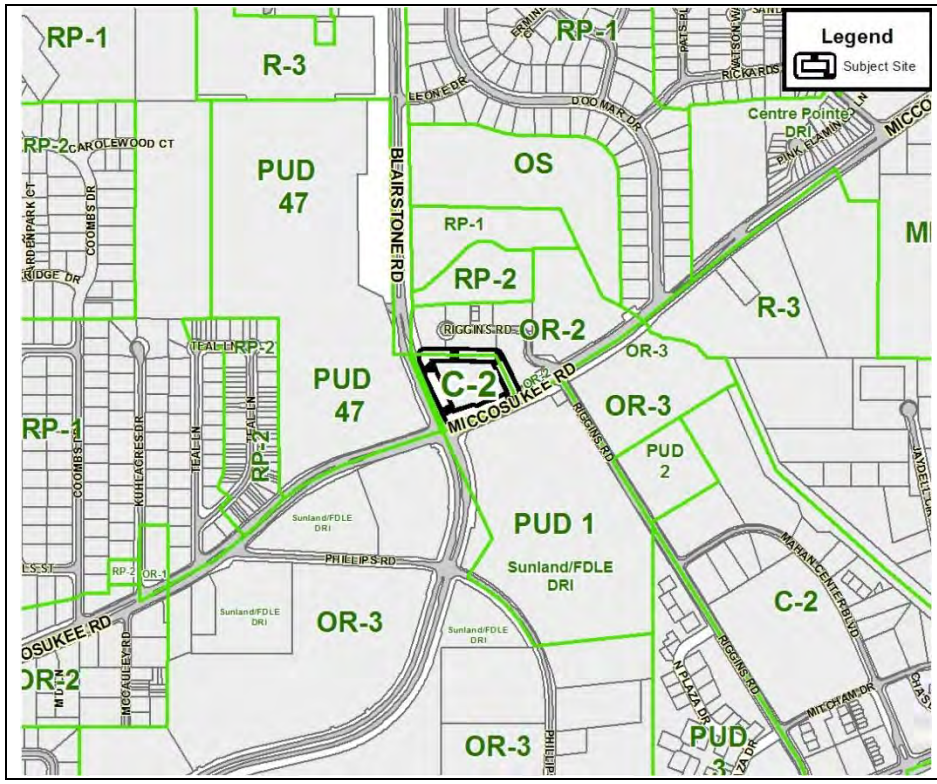
Current Zoning



Current District

- PUD 47- Leon County Operation Center

Proposed Zoning



Proposed District

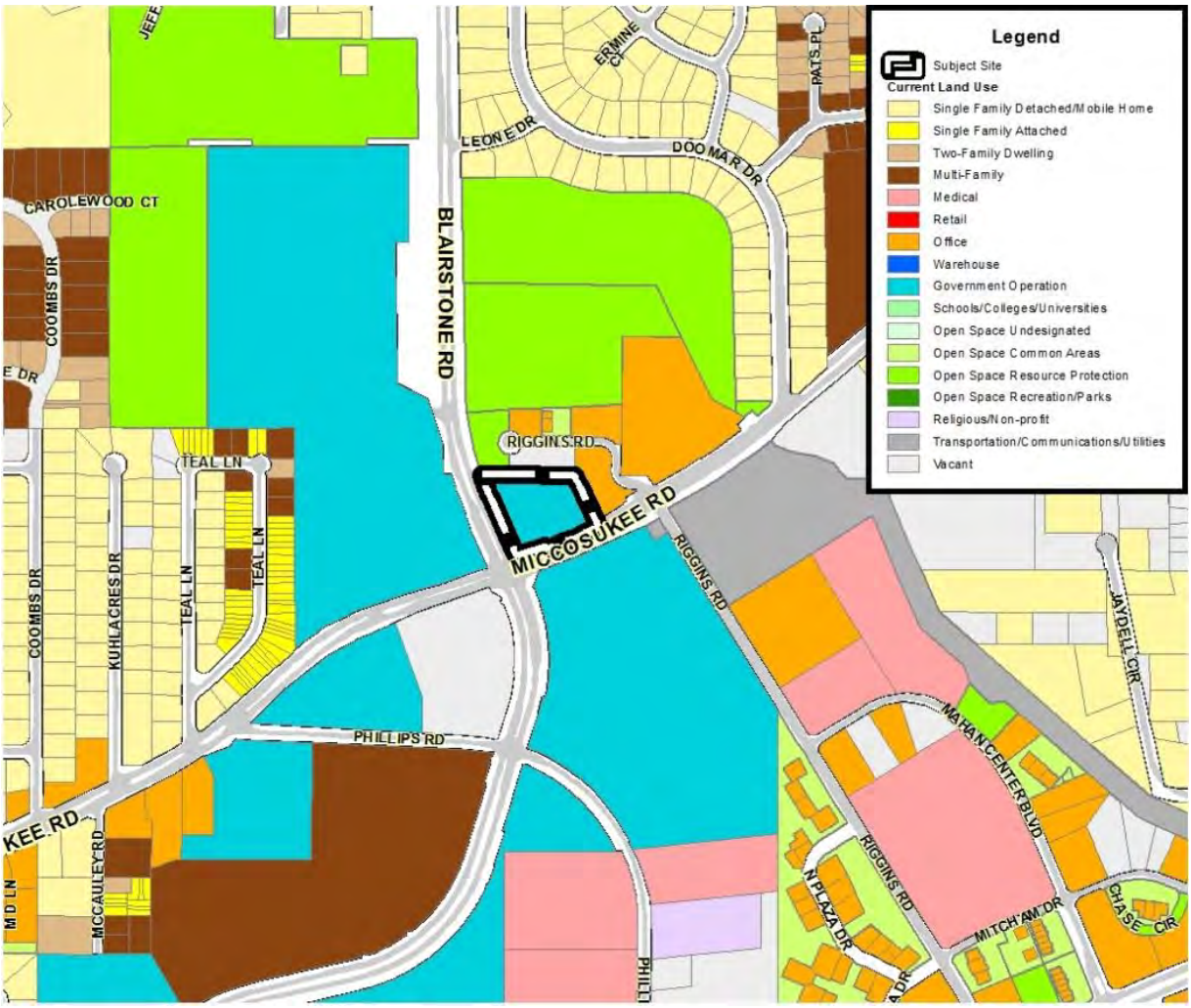
- C-2 General Commercial

Existing Land Uses

The subject site is currently vacant and undeveloped. Existing land uses in the vicinity of the subject site include office, medical, government facilities, open space resource protection, single family and two family dwellings and apartment complexes.

The following map indicates existing land uses surrounding the subject site as of 2014.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

City of Tallahassee potable water and sewer services are available to the subject site.

Schools

The subject site is in the Sullivan, Cobb and Leon school attendance zones.

School Name	Sullivan Elementary	Cobb Middle	Leon High
Available Capacity	56	145	0
Post Development Capacity	48	142	-3

The table above depicts preliminary calculations provided by School Board staff based on the maximum residential development allowed under the requested future land use category. Final school concurrency calculations will be conducted in the future when a site plan for proposed development is submitted.

Roadway Network

The subject site is bound by Miccosukee Road, a minor arterial, and North Blairstone Road, a principle arterial roadway. The subject site is located outside of the Multimodal Transportation District (MMTD) and future development may be subject to transportation concurrency.

Pedestrian and Bicycle Network

Both Miccosukee Road and Blairstone Road have sidewalks and bicycle lanes in the area of the subject site. Goose Pond Trail is also located in the vicinity of the subject site.

Transit Network

StarMetro provides transit services along Miccosukee Road via the Gulf Route. The closet transit stop is adjacent to the subject site at the intersection of Miccosukee Road and North Blairstone Road.

Environmental Analysis

The parcel is located within the Lake Lafayette drainage basin. There are no known protected environmental features onsite.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 53 property owners within 1,000 feet of the subject site. Below is a list of all outreach and notification to the public regarding this proposed amendment.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Open House – November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

This section is reserved for future updates to staff report.

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing – February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS

Attachment #1 Leon County Board of County Commissioners Agenda Item June 23, 2015 - Consideration of Establishing a Medical Examiner Facility at the Previous Mosquito Control/Animal Control Municipal Way Building

Attachment # 2 Land Use Policy 2.2.16 Government Operational Future Land Use Category

Attachment # 3 Land Use Policy 2.2.5 Suburban Future Land Use Category

Attachment #4 Provision of complete text of the following Comprehensive Plan Policies and Objectives referenced in report:

- Land Use Policy 5.3.3 Requirement for Proposed Map Amendment
- Land Use Policy 1.1.5 Mixed Use Development/Capital Infrastructure
- Land Use Policy 1.1.7 Mixed Use Development/Capital Infrastructure

Attachment #5 Zoning district chart for the following zoning district referenced in report: Section 10-256. C-2 General Commercial District

Leon County
Board of County Commissioners
Budget Workshop Item #15

June 23, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Establishing a Medical Examiner Facility at the Previous Mosquito Control/Animal Control Municipal Way Building

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	John Ward, Construction Manager Felisa Barnes, Principal Management and Budget Analyst

Fiscal Impact:
This item does have a fiscal impact in FY 2016 of $236,400. The total project cost is estimated at $2,120,900. The project is phased over the next three years: $236,400 for design and permitting in FY 2016, $1,561,750 for construction in FY 2017; and $322,750 for furnishings and equipment in FY 2018. The cost of the Medical Examiner facility could be offset with proceeds from the sale of County-owned property at the corner of Miccosukee and North Blair Stone Roads.

Staff Recommendation:

Option #1: Approve the renovation of the former Mosquito Control/Animal Control building for use as a Medical Examiner facility and authorize the inclusion of the associated phased funding of the project over the next three fiscal years budgets, including $236,400 in FY2016.

Option #2: Direct the County Administrator to proceed with the sale of the County-owned property at the intersection of Miccosukee and North Blair Stone Roads to support the Medical Examiner capital project funding requirement.

Report and Discussion

Background:

Pursuant to Florida Statutes, Florida Counties are responsible for the funding of medical examiners (ME). Medical Examiners are an appointed position by the Governor. Leon County currently has a contractual relationship with the District 2 medical examiner for the provision of these services (Attachment #1). Since 1977, the District 2 medical examiner has utilized cooler space and autopsy facility space provided by Tallahassee Memorial Hospital (TMH); TMH charges a nominal fee for this service.

Early 2013, TMH staff met with County Administration to express a desire to have the morgue and autopsy facility removed from the hospital. TMH staff reiterated that the hospital was not providing a specific deadline, but that they would like to work cooperatively with the County and the ME to move towards a long-term solution that accomplished this goal. Several years ago, TMH had approached the County to seek grant funding to address the ME space issue and to advise the County that this was a long-term issue that would need to be addressed; at that time grant funding was not identified for facility expansion.

In the May 14, 2013 agenda item staff stated that the County was working with the ME in addressing future space needs and a budget discussion item would be brought forward for the Board's consideration.

At the July 8, 2013 Budget Workshop (Attachment #2), the Board allocated $50,000 in the FY 2014 budget for the preliminary programming and design of a Medical Examiner facility. The Board also accepted staff's report on the possible utilization of the County-owned property at the corner of Miccosukee and Blair Stone Road for a new ME facility through a future public/private partnership and directed staff to continue to pursue this approach.

At the December 9, 2013 Board Retreat, in its revision of the Strategic Plan, the Board voted to include "engage with private sector to develop property at the corner of Miccosukee and Blair Stone, to include construction of a Medical Examiner facility" to its strategic initiatives.

In August 2014, staff issued an Invitation to Negotiate, seeking proposals to provide the County with a built-out turnkey office and laboratory facility and related structure for the Medical Examiner. Rather than utilize County funds to pay for the ME facility, staff sought to use the equity in the County's property at Miccosukee and Blair Stone as a source of payment. The County received interest from a number of developers on pursuing this concept. However, no formal bids were received in response to the procurement solicitation.

Analysis:

Florida Statutes state, "Autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district." As noted in the County Attorney Office's memorandum (Attachment #2), the statutes do not require the County to seek a facility or provide a facility for the ME; however, the County is obligated to reimburse the ME for the expenses incurred for the use of autopsy and morgue space, consistent with the authority provided in the statutes.

As reflected in Attachment #2, in evaluating how other Florida Counties approach this requirement it was determined that outside of an existing relationship with a hospital, the only other model utilized is a county owned and operated facility. Staff reviewed 12 of the 24 medical districts in Florida. ***10 of the 12 medical examiner districts reviewed are functioning in a County owned and operated facility.***

Subsequent to the ITN process related to the public/private partnership, staff has continued to evaluate alternative approaches for the provision of medical examiner and morgue space. Two viable alternative approaches were identified:

- A renovation of the former Mosquito/Animal Control building at Municipal Way
- A renovation of a former office building owned by Tallahassee Memorial Hospital (TMH) located in close proximity to the hospital

TMH provided the County the option of renovating an existing office building. TMH would have provided an extremely favorable arrangement for the use of the facility. However, the County would still need to provide all of the funding to renovate and operate the facility. Also, the proximity to other nearby office buildings and the surrounding neighborhood was not an ideal situation.

The other alternative identified is to renovate the former Mosquito/Animal Control building at Municipal Way. Over the past several years, the County has consolidated the Mosquito Control staff and equipment at the Public Works complex and Animal Control at the Public Safety Complex. With these operations relocated, the existing facility has been used recently for limited storage needs. The building is generally located near the Probation operation and the County jail.

County staff worked closely with the Medical Examiner in developing the necessary programming requirements for the facility. The square footage of the building is sufficient to meet the programming requirements and to allow a portion of the building to remain available for limited storage needs.

Facilities Management staff has estimated a total budget of $2.1 million to be phased in over three fiscal years. This estimate is approximately $1.0 million less than the cost of an entire new facility (not including the cost of land). Staff anticipates design and permitting in FY2016 ($236,500), construction in FY2017 ($1.1561 million) and furnishings and equipment FY2018 ($322,750).

To offset the cost of the renovations, staff is recommending the County proceed with selling the County owned parcel of land located at the corner of Miccosukee and Blair Stone. Staff has had considerable interest from the private sector over the past several years in acquiring this site. There is not a set timeline for the sale to occur; when sold, the proceeds would be deposited into the capital projects fund in support of the ME project. The sale and use of the proceeds for this project align with the previous approach to pursue a public/private partnership on the site.

As the ME is a regional office (District 2 also includes Franklin, Gadsden, Jefferson, Liberty, Taylor and Wakulla counties), the ME provides services to not only Leon County, but the surrounding Counties as well. Leon County accounts for over 60% of all of the autopsies performed on behalf of the District. TMH currently charges a facility fee for the use of their space; Leon County as the owner of the new building, would in turn establish a facility fee for the use of the new facility. This fee would then be used to offset any going operational and maintenance costs of the building. Staff does not see it as a practical approach to have all the surrounding counties participate in the construction and then have seven owners of the building trying to manage its operation. If the County continues to move forward with the anticipated construction of a new facility, staff (in conjunction with the ME) will contact the surrounding Counties to provide appropriate information.

Options:

1. Approve the renovation of the former Mosquito Control/Animal Control building for use as a Medical Examiner facility and authorize the inclusion of the associated phased funding of the project over the next three fiscal years budgets, including $236,400 in FY2016.

2. Direct the County Administrator to proceed with the sale of the County-owned property at the intersection of Miccosukee and North Blair Stone Roads to support the Medical Examiner capital project funding requirement.

3. Do not approve the renovation of the former Mosquito Control/Animal Control building for use as a Medical Examiner facility.

4. Do not direct staff to proceed with the sale of the County-owned property at the intersection of Miccosukee and North Blair Stone Roads to support the Medical Examiner capital project funding requirement.

5. Board direction.

Recommendations:

Option #1 and #2 are contemplated in the tentative FY2016 budget and five year capital program.

Attachments

1. Medical Examiner Contract
2. July 8, 2013 Budget Discussion Item

DISTRICT TWO
OFFICE OF THE MEDICAL EXAMINER
1899 Eider Court • P. O. Box 14389 • Tallahassee, Florida 32317 • Telephone 850-942-7473

David T. Stewart, M.D., *Medical Examiner*
Lisa M. Flannagan, M.D., *Associate*
Anthony J. Clark, M.D., *Associate*

May 6, 2015

Ms. Tiffany Harris
Leon County Health and Human Services
918 Railroad Avenue
Tallahassee, FL 32310
(850) 606-1900

Dear Mrs. Harris:

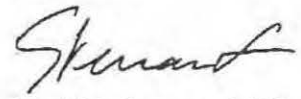
I am writing to request a 2% average increase to the fee schedule listed in "Appendix A" of the current contract between the Board of County Commissioners and the District II Medical Examiner.

A copy of the new fee schedule is attached for your review. We have included the "Use of Morgue Facilities" in the charge for an autopsy, but this is billed separately for every autopsy. We utilize the morgue at Tallahassee Memorial Hospital for our work, which saves taxpayers a substantial amount of money compared to the cost of operating a free-standing facility in our district. This is a pass-through amount given to the hospital to compensate them for their costs associated with operation of the morgue, including supplies.

In order to coincide with the beginning of your fiscal year, this increase will be implemented as of October 1, 2015. This should give you adequate time to include the new fees in your budget planning process.

Thank you very much for your cooperation. A copy of the new fee schedule is attached for your review.

Sincerely,



David T. Stewart, M.D.
District II Medical Examiner

Attachment

Office of The Medical Examiner

Fee Schedule
Increase Effective Oct 1, 2015

District 2

		10/01/14	10/01/15	2015 Increase
Autopsy				
Pathologist Fee		$1,169.00	$1,192.00	2.0%
Morgue Assistant		$186.00	$190.00	2.2%
Use of Morgue Facilities		$328.00	$335.00	2.1%
Processing Fee & Storage, Photo		$120.00	$122.00	1.7%
	Total=	$1,803.00	$1,839.00	2.0%
External Examination (No Autopsy)				
Pathologist Fee		$371.00	$378.00	1.9%
Morgue Assistant		$186.00	$190.00	2.2%
	Total=	$557.00	$568.00	2.0%
Family Requested (Private Autopsy)				
Pathologist Fee		$3,234.00	$3,299.00	2.0%
Morgue Assistant		$186.00	$190.00	2.2%
Use of Morgue Facilities		$328.00	$335.00	2.1%
Processing Fee, Storage, & Photos		$186.00	$190.00	2.2%
	Total=	$3,934.00	$4,014.00	2.0%
Potential Additional Charges:				
Toxicology Services		At Cost	At Cost	At Cost
Toxicology Handling Fee - Per Case		$22.00	$22.00	0.0%
Radiology Services		At Cost	At Cost	At Cost
Other TMH Services (Labs, Etc.)		At Cost	At Cost	At Cost
Professional (Photo Duplication, Etc.)		At Cost	At Cost	At Cost
Body Transport Services		At Cost	At Cost	At Cost
Miscellaneous Charges				
Brain Only Removal for University/Mayo		$306.00	$312.00	2.0%
Brain Only (Gross and Microscopic)		$1,223.00	$1,247.00	2.0%
Cremation Approval (Billed to County)		$33.00	$34.00	3.0%
Death Certificate Preparation		$62.00	$63.00	1.6%
Limited Investigation		$66.00	$67.00	1.5%
Testimony/Expert Witness Fee				
Per Hour (Minimum One Hour)		$186.00	$190.00	2.2%
Civil Cases Per Hour (Min One Hour)		$481.00	$491.00	2.1%
Conference with Attorneys, Travel, Etc.				
Per Hour (Minimum One Hour)		$186.00	$190.00	2.2%
Civil Cases Per Hour (Minimum One Hour)		$481.00	$491.00	2.1%
Copies of Records- Per One-Sided Page		$0.15	$0.15	No Change

Per Florida Statute 119.07, additional Charges may be added for extensive labor or technology required for a specific record.

AGREEMENT WITH DISTRICT MEDICAL EXAMINER

THIS AGREEMENT dated this 25th day of Oct, 2001, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the DISTRICT MEDICAL EXAMINER, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Leon County is located in Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Tallahassee Memorial Hospital has morgue facilities and support staff available to assist the medical examiner in performing his duties, and the District Medical Examiner has an agreement with Tallahassee Memorial Hospital to utilize such facilities and support staff;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

1. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No. 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.

2. To meet the following standards of accountability:

    1. Use of an accounting system which meets generally accepted accounting principles (GAAP).
    2. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
    3. The retention of all records relevant to this rule for a period of not less that three years, unless otherwise provided by law.
    4. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.
    5. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.

b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

AGREEMENT BETWEEN LEON COUNTY AND DISTRICT MEDICAL EXAMINER
PAGE 2

2. SUBJECT TO BUDGET

The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The contract shall be for a period of one (1) year, commencing on October 1, 2001, and shall continue until September 30, 2002. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT MEDICAL EXAMINER listing the actual charges incurred for the month. These accounts are: Medical Examiner Professional/Administrative Services; Medical Examiner Transportation, and Tallahassee Memorial Hospital.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

7. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be $100,000 per person and $200,000 per occurrence for general liabilities under Florida law or statutes and $1,000,000 per occurrence for general liabilities other than under Florida law. Leon County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. TERMINATION

Either party may terminate this Contract with or without cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the contractor.

12. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

13. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or

required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if state revision of any applicable laws or regulations make changes in this contract necessary.

14. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

AGREEMENT BETWEEN LEON COUNTY AND DISTRICT MEDICAL EXAMINER
PAGE 5

CONTRACTOR
DISTRICT MEDICAL EXAMINER

WITNESS: Susan A. Wood-Merritt BY: David Stewart MD
DAVID STEWART, M.D.

WITNESS: Carol L Shivas DATE: 10/16/01

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 16th day of October, 2001,

by DAVID STEWART, of KWB PATHOLOGY ASSOCIATES
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a FLORIDA corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
(type of identification)

Bonnie C. Bailey
Signature of Notary

Print, Type or Stamp Name of Notary

BONNIE C. BAILEY
MY COMMISSION # CC 707820
EXPIRES: March 20, 2002
Bonded Thru Notary Public Underwriters

Title

Serial Number, If Any

Leon County
Board of County Commissioners
Budget Workshop Item #8

July 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of Medical Examiner Facility

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Felisa Barnes, Principle Management and Budget Analyst

Fiscal Impact:
This item may have a fiscal impact. The tentative capital budget includes $250,000 towards preliminary programming and design costs related to a new medical examiner facility and future years include construction funding. However, as noted in the item, if a public/private partnership is pursued for the development of the County owned parcel at the corner of Miccosukee and N. Blair Stone Roads then the overall costs may be substantially reduced.

Staff Recommendation:
Option #1: Accept staff's report on the consideration of a medical examiner facility and allocate $250,000 in the FY2014 budget for the preliminary programming and design of a medical examiner facility.

Option #2: Accept staff's report on the possible utilization of the County owned land at the corner of Miccosukee and N. Blair Stone Roads for the possible construction of a new medical examiner facility through a future public/private partnership and direct staff to continue to pursue this approach.

Report and Discussion

Background:
Pursuant to Florida Statutes, Florida Counties are responsible for the funding of medical examiners. Medical Examiners are an appointed position by the Governor. Leon County currently has a contractual relationship with the District 2 medical examiner for the provision of these services (Attachment #1). Since 1977, the District 2 medical examiner has utilized cooler space and autopsy facility space provided by Tallahassee Memorial Hospital (TMH); TMH charges a nominal fee for this service.

Early this year, TMH staff met with County Administration to express a desire to have the morgue and autopsy facility removed from the hospital. TMH staff reiterated that the hospital was not providing a specific deadline, but that they would like to work cooperatively with the County and the ME to move towards a long term solution that accomplished this goal. Several years ago, TMH had approached the County to seek grant funding to address the ME space issue and to advise the County that this was a long term issue that would need to be addressed; at that time grant funding was not identified for facility expansion.

In the May 14, 2013 agenda item regarding the County owned parcel of property at the intersection of Miccosukee and North Blair Stone Roads, staff stated that the County was working with the ME in addressing future space needs and a budget discussion item would be brought forward for the Board's consideration.

Analysis:
Florida Statutes state, "Autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district." As noted in the County Attorney Office's memorandum (Attachment #2), the statutes do not require the County to seek a facility or provide a facility for the ME; however, the County is obligated to reimburse the ME for the expenses incurred for the use of autopsy and morgue space, consistent with the authority provided in the statutes.

In evaluating how other Florida Counties approach this requirement it was determined that outside of an existing relationship with a hospital, the only other model utilized is a county owned and operated facility. Staff reviewed 12 of the 24 medical districts in Florida. ***10 of the 12 medical examiner districts reviewed are functioning in a County owned and operated facility.***

Given TMH's current request to move forward with having the ME moved out of the hospital, staff has been having discussions with both the ME and the hospital to accomplish this goal. Through these preliminary discussions, it was determined that the County and ME together have the appropriate in-house staffing to determine the basic space needs for the ME office. A preliminary program analysis was performed to determine the basic requirements for the facility. Staff and the ME's office will continue to work closely to further refine the requirements, including site visits to other facilities in Florida.

One approach being developed by staff is the possible development of the County owned parcel of land at the corner of Miccosukee and North Blair Stone roads. This location is ideally situated between the two existing hospitals. A preliminary meeting was conducted with the Department of PLACE's Design Studio team and County staff. The intent is to evaluate developing the site for not only the ME, but also for other compatible uses (i.e. medical office space). Over the past several years, the County has had repeated unsolicited offers to purchase the parcel for development purposes. Though the specific approach is still to be determined, ideally, the County could leverage the private sector to participate in the development of the site and thereby generate income to the County to offset (or perhaps eliminate) the cost to build the ME facility. Design Studio staff are working towards a preliminary report by early next fiscal year to discuss how this approach could be accomplished, including addressing any modifications that would be required to the comprehensive plan and/or the existing PUD.

Though no other specific sites have been identified, other locations can be evaluated. However, if land needs to be purchased, it will only increase the overall cost of the project.

To further mitigate costs, the ME's office has provided the County information for a possible grant opportunity to assist with new facilities. County staff will work closely with the ME's office to prepare the appropriate grant application. Based on past grant awards, it appears that this project might be eligible for up to $61,000 if the grant requirements remain constant next year.

In addition to the actual building structure, there are a number of other issues being reviewed:

- On-going future operational issues. For example, access to the facility for purposes of bringing in a deceased body in non-business hours and security. As the existing facility is housed within the hospital, these "costs" are being provided by TMH. Staff is continuing to meet with the ME's office to refine these issues and to identify long term solutions and cost impacts.

- The utilization of the morgue space for TMH and/or CMRC for non-ME related activities. Staff will continue to work with the hospitals to determine if they have needs at the new facility.

- As the ME is a regional office (District 2 also includes Franklin, Gadsden, Jefferson, Liberty, Taylor and Wakulla counties), the ME provides services to not only Leon County, but the surrounding Counties as well. For 2012, Leon County accounted for over 60% of all of the autopsies performed on behalf of the District. TMH currently charges a facility fee for the use of their space; Leon County as the owner of the new building, would in turn establish a facility fee for the use of the new facility. This fee would then be used to offset any going operational and maintenance costs of the building. Staff does not see it as a practical approach to have all the surrounding counties participate in the construction and then have seven owners of the building trying to manage its operation. If the County continues to move forward with the anticipated construction of a new facility, staff (in conjunction with the ME) will contact the surrounding Counties to provide appropriate information.

To continue moving forward with the process, staff has included $250,000 in the proposed capital improvement budget for next fiscal year. The funds would be utilized to finalize programming needs and allow for preliminary design work. Subsequent fiscal years include construction funding; however, these funds should be mitigated if the Miccosukee/Blair Stone site can be developed as a public/private partnership. As discussed above, the Design Studio and Real Estate Division are working on this effort with a preliminary report to be provided to the Board early next fiscal year.

Options:

1. Accept staff's report on the consideration of a medical examiner facility and allocate $250,000 in the FY2014 budget for the preliminary programming and design of a medical examiner facility.
2. Accept staff's report on the possible utilization of the County owned land at the corner of Miccosukee and North Blair Stone Roads for the possible construction of a new medical examiner facility through a future public/private partnership and direct staff to continue to pursue this approach.
3. Board direction.

Recommendation:
Options #1 and #2 are contemplated in the preliminary budget.

Attachments:
1. Medical Examiner Agreement and Updated Fee Schedule
2. County Attorney Office's Memorandum

<u>Policy 2.2.16:</u> [L]

<u>GOVERNMENT OPERATIONAL</u> *(Effective 8/17/92; Revision Effective 7/26/06; Renumbered 3/14/07; Revision Effective 12/24/2010)*

Contains facilities, which include those defined on the Land Use Development Matrix as Community Services, Light Infrastructure, Heavy Infrastructure, and Post Secondary, that provide for the operation of and provision of services on property owned or operated by local, state and federal government. The government facilities may include services and uses provided by private entities operating on property owned by the local, state, or federal government. These facilities shall include, but are not limited to:

Airports*	Offices
Correctional Facilities	Outdoor Storage Facilities
Courts	Police/Fire Stations
Electric Generating Facilities	Sanitary Sewer Percolation Ponds
Electric Sub-Stations	Sanitary Sewer Pump Stations
Health Clinics	Sanitary Sewer Sprayfields
Libraries	Vehicle Maintenance Facilities
Incinerators	Waste to Energy
Materials Recovery Facilities	Water Tanks
Museums	Water Treatment Plants
Postal Facilities	Water Wells

*Includes services and uses provided by private entities that are commonly located at commercial service airports.

Policy 2.2.5: [L]

SUBURBAN *(Effective 3/14/07)*
To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines *(Effective 3/14/07; Rev. Effective 7/14/14)*

Development Patterns	Allowed Land Uses	**Gross Residential Density**	**Non-Res Intensity**	**Percentage Mix of Uses**
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre (4)	10,000 sq. ft. per acre	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 units/acre (4)	10,000sq. ft. per acre (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 units/acre	20,000 sq. ft. per acre	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post Secondary Schools	8 to 20 units/acre	20,000 sq.ft. per acre(6)	
Village Center	Residential, Office, Commercial up to 50,000 sq ft, maximum business size. Centers shall not be located closer than 1/4 mile to another village center or commercial development including more than 20,000 sq ft of floor area.	8 to 16 units/acre	12,500 sq.ft. per acre per parcel for center 20 acres or less (7)	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 units/acre (3)	Up to 20,000 sq ft/acre (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 units/acre	Up to 25,000 sq ft/acre (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 units/acre (1)	80,000 sq ft/acre (2)	
Business Park	Office, Residential and Commercial,	Up to 16 units/acre	20,000 sq ft/acre	5-10%
Light Industrial	Office, Commercial up to 10,000 sq ft per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post Secondary Schools and ancillary residential	1 unit / development	20,000 sq ft /acre (9)	

Notes:

(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.

(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C

(7) 250,000 SF of total development permitted on 20 to 30 acre centers.

(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.

(9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Text of Comprehensive Plan Policies
Referenced in Report

Policy 5.3.3: **[L]** *(Effective 8/17/92)*

All land uses permitted within the Educational Facilities, Recreation/Open Space, and Government Operational future land use categories shall, upon the transfer of land designated Institutional to an individual or private entity, require a future land use map amendment before any use other than existing, may occur.

Policy 1.1.5: **[L]** *(Effective 7/16/90; Revision Effective 7/26/06)*
Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure. Capital infrastructure, which supports higher land use densities and intensities, consists of sewer and water, roads , mass transit, solid waste, drainage, and parks.

Policy 1.1.7: **[L]** *(Effective 7/16/90)*
Higher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.

Section 10-256. C-2 General Commercial District

The following applies to the C-2 General Commercial District:

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The C-2 district is intended to be located in areas designated Suburban on the Future Land Use Map of the Comprehensive Plan and shall apply to areas with direct access to major collectors or arterial roadways located within convenient traveling distance to several neighborhoods, wherein small groups of retail commercial, professional, office, community and recreational facilities and other convenience commercial activities are permitted in order to provide goods and services that people frequently use in close proximity to their homes. The C-2 district is not intended to accommodate large scale commercial or service activities or other types of more intensive commercial activity. The maximum gross density allowed for new residential development in the C-2 district is 16 dwelling units per acre, with a minimum gross density of 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum density. The residential uses are required to be located on the second floor or above a building containing commercial or office uses on the first floor. Mixed use projects in the C-2 district are encouraged, but are not required. In order to maintain compact and non-linear characteristics, C-2 districts shall not be located closer than ¼ mile to other C-1 or C-2 districts or to parcels containing commercial developments including more than 20,000 gross square feet of floor area and shall not exceed 30 acres in size. **Development standards for properties located within the MMTD are established within Division 4 of this Code.**	(1) Antique shops. (2) Automotive service and repair, including car wash. (3) Bait and tackle shops. (4) Banks and other financial institutions. (5) Camera and photographic stores. (6) Cocktail lounges and bars. (7) Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with Section 10-413. (8) Day care centers. (9) Gift, novelty, and souvenir shops. (10) Indoor amusements (bowling, billiards, skating, etc.). (11) Indoor theaters (including amphitheaters). (12) Laundromats, laundry and dry cleaning pick-up stations. (13) Mailing services. (14) Medical and dental offices, services, laboratories, and clinics. (15) Motor vehicle fuel sales. (16) Non-medical offices and services, including business and government offices and services. (17) Non-store retailers. (18) Passive and active recreational facilities. (19) Personal services (barber shops, fitness clubs etc.). (20) Pet day care centers (21) Photocopying and duplicating services. (22) Rental and sales of dvds, video tapes and games. (23) Rental of tools, small equipment, or party supplies.	(27) Retail bakeries. (28) Retail computer, video, record, and other electronics. (29) Retail department, apparel, and accessory stores. (30) Retail drug store. (31) Retail florist. (32) Retail food and grocery. (33) Retail furniture, home appliances, accessories. (34) Retail home/garden supply, hardware and nurseries. (35) Retail jewelry store. (36) Retail needlework shops and instruction. (37) Retail newsstand, books, greeting cards. (38) Retail office supplies. (39) Retail optical and medical supplies. (40) Retail package liquors. (41) Retail pet stores. (42) Retail picture framing. (43) Retail sporting goods, toys. (44) Retail trophy store. (45) Shoes, luggage, and leather goods. (46) Social, fraternal and recreational clubs and lodges, including assembly halls. (47) Studios for photography, music, art, dance, and voice. (48) Tailoring. (49) Veterinary services, including veterinary hospitals. (50) Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
	(24) Repair services, non-automotive. (25) Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor. (26) Restaurants, with or without drive-in facilities.		

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (excluding stories used for parking)**
Any Permitted Principal Use	none	none	none	25 feet	15 feet on each side	25 feet	10 feet	12,500 square feet of non-residential gross building floor area per acre and commercial and/or office uses not to exceed 200,000 square feet of gross building floor area for districts less than 20 acres and commercial and/or office uses not to exceed 250,000square feet of gross building floor area for districts 20 to 30 acres in size. Individual buildings may not exceed 50,000 gross square feet.	3 stories

7. Street Vehicular Access Restrictions: Properties in the C-2 zoning district shall be located on a major collector or arterial street, but may have additional vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, RP-1, RP-2, RP-MH, RP-UF, and RP-R.

8. Additional Criteria and Restrictions for Pet Day Centers: Outside boarding and unsupervised outside activity are prohibited. In the event that a pet day care center abuts a residential property, the center shall not exceed an L10 noise level of 60 dBA in the daytime (6:00 A.M. to 9:00 P.M.) as measured on the property line abutting the center. Hours of operation for Pet Day Care Centers shall be 6:00 A.M. to 9:00 P.M.

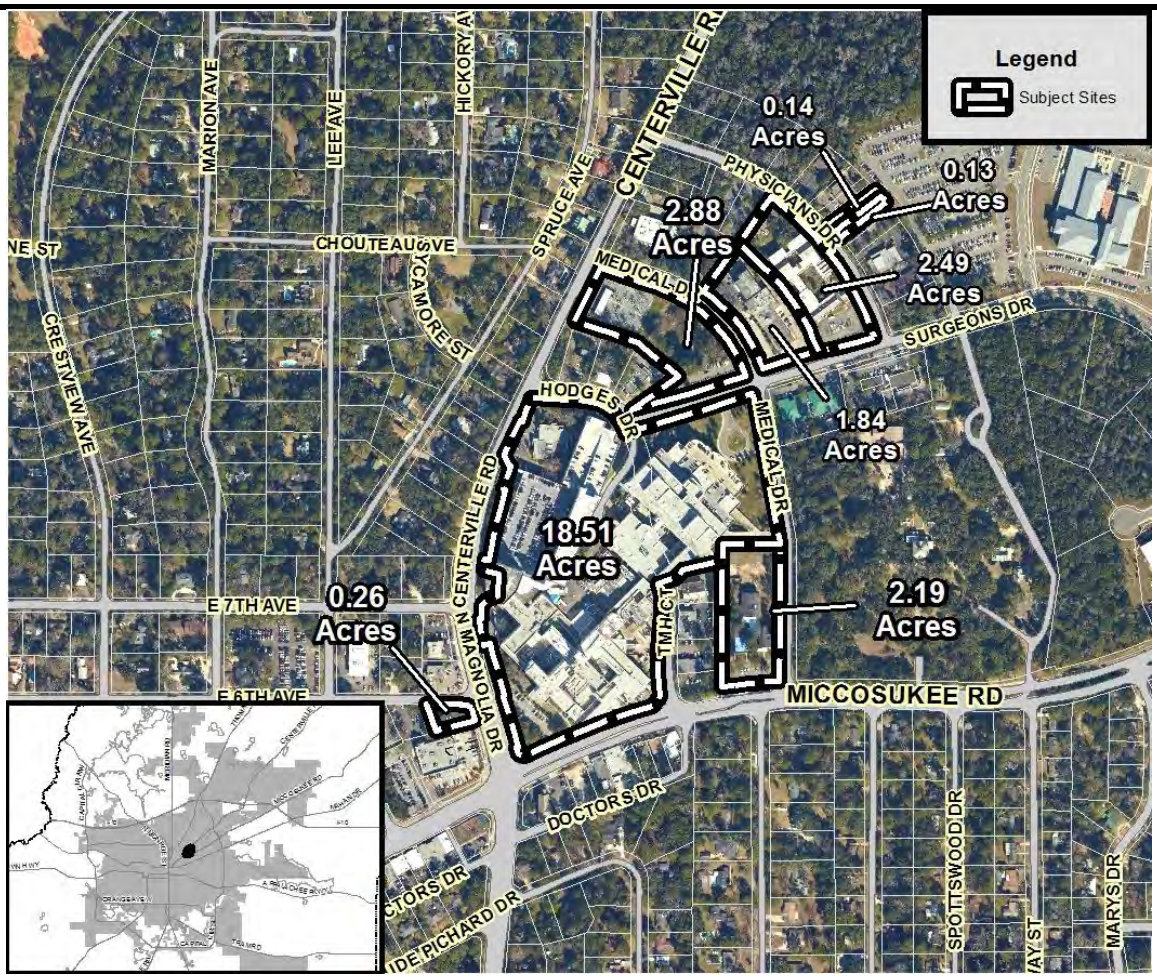
9. Additional Criteria for Charitable Donation Stations: Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A "charitable donation station" is considered a community service/facility regulated by section 10-413 of this Code.

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to chapter 5, pertaining to environmental management, for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, pertaining to concurrency management, for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. For cluster development standards, refer to Section 10-426.

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201606
Tallahassee Memorial HealthCare



SUMMARY

Property Owners:	Property Location:	TLCPD Recommendation:
City of Tallahassee **Applicant:** TLCPD	Eight parcels located on and adjacent to the Tallahassee Memorial HealthCare campus	Approve
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Artie White	Future Land Use: Suburban, Government Operational, and Educational Facilities Zoning: Medical Arts Commercial	Approve
Contact Information:	**Proposed Future Land Use & Zoning:**	
Artie.White@talgov.com (850) 891-6432	Future Land Use: Suburban and Government Operational Zoning: Medical Arts Commercial and Government Operational-2	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

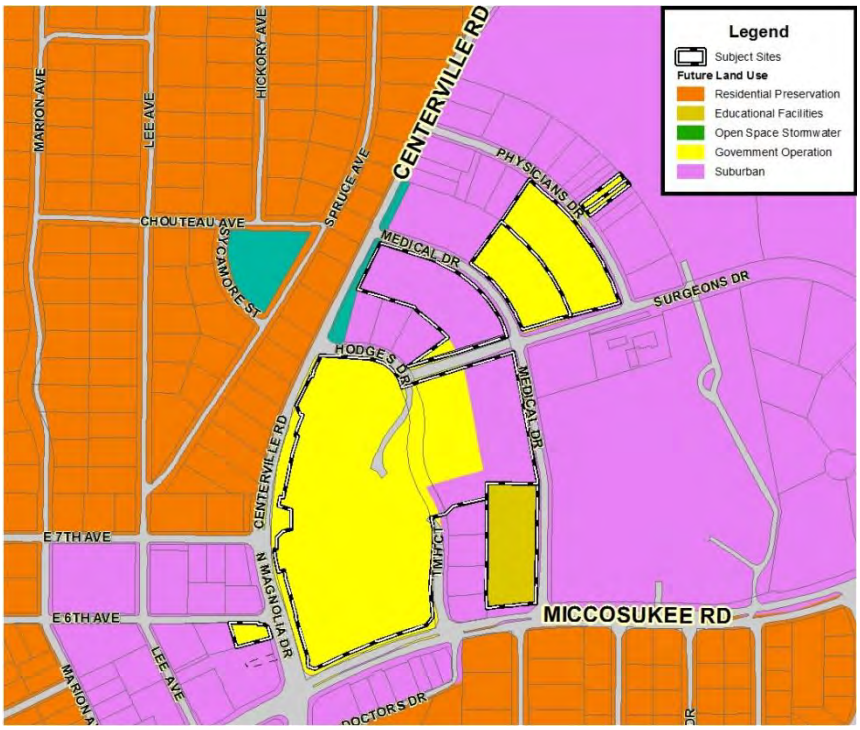
The current future land use map (FLUM) designations of the subject site are inconsistent with the current zoning of the parcels and, in some instances, the existing use of specific parcels. The proposed amendment and rezoning would reconcile the FLUM designation and the zoning of the subject site and reflect the current and intended uses of the individual parcels.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

Due to the complexity of this amendment, the proposed changes are provided below in tabular format.

Parcel ID	Site Description	Current FLUM	Proposed FLUM
1130208060000	Located on Medical Drive, between Centerville and Surgeons Drive. Current uses include electric utility and stormwater facility.	Suburban	Government Operational
1129202020000	Located at Medical Drive and Miccosukee Road. Currently vacant and included in TMH expansion.	Educational Facilities	Suburban
1130208020000 1130360010011 1129600000290 1129202090000 112971 D0000 112971 E0000	Main TMH facility and related office located at 6th Ave and Magnolia Drive. TMH Behavioral Health Center and TMH Rehabilitation Center. TMH Behavioral Health Center Annex	Government Operational	Suburban

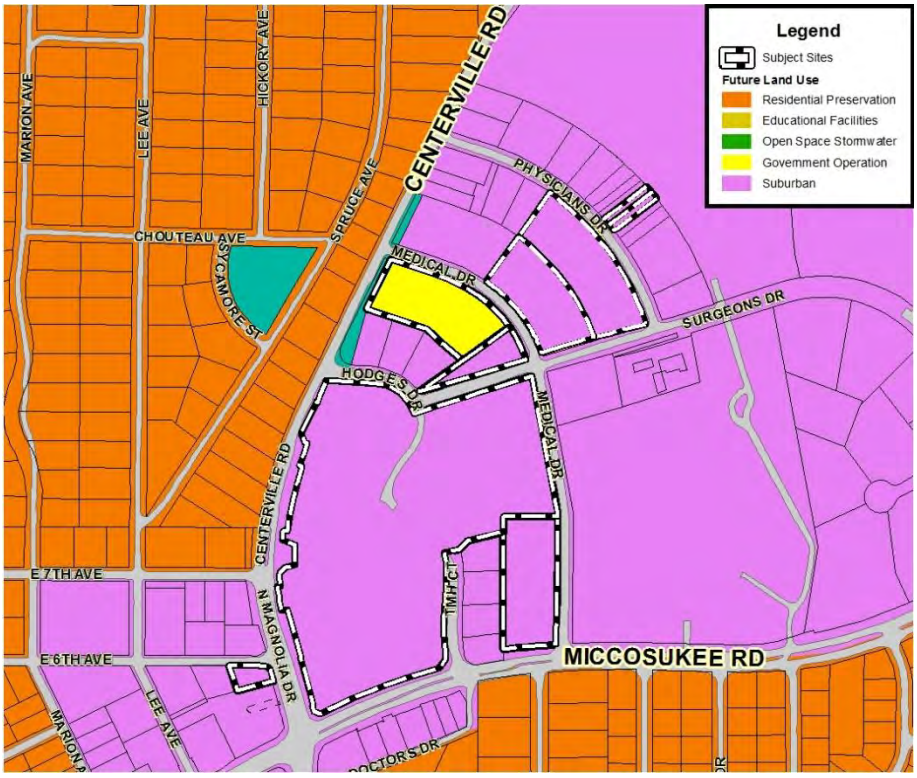
Current Future Land Use Map Categories



Current Categories

- Suburban
- Government Operational
- Educational Facilities

Proposed Future Land Use Map Categories



Proposed Categories

- Suburban
- Government Operational

C. RECOMMENDATION

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. FINDINGS

Staff presents the following findings of fact:

1. Section 10-257 of the Tallahassee Land Development Code specifically states that "the CM district is intended to be located in areas designated Suburban on the future land use map." The future land use amendment from Government Operational to Suburban would reconcile the future land use and zoning on most of the subject site.
2. Section 10-257 of the Tallahassee Land Development Code specifically states that "schools and libraries are prohibited" in the CM district. Amending the land use on the parcel located at the corner of Medical Drive and Miccosukee Road, from Educational Facilities to Suburban, would reconcile the inconsistency in land use and zoning of the subject site, as well as recognize its intended future as a medical facility.
3. Policy 2.2.16 [L] states that the Government Operational future land use is intended for "Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary, that provide for the operation of and provision of services on property owned or operated by local, state and federal government." One parcel currently designated suburban is owned by the City of Tallahassee and used as an electric substation and stormwater pond. This use is consistent with the Government Operational future land use category.

E. STAFF ANALYSIS

History and Background

Tallahassee Memorial HealthCare (TMH) is a private, not-for-profit healthcare system and teaching hospital. With 772 beds, 3,500 employees and over 500 medical staff members, Tallahassee Memorial HealthCare is the seventh largest hospital in the state of Florida and serves 17 counties in North Florida and South Georgia.

Traditionally, TMH has deeded hospital related properties to the City, and then leased them back. This ownership/lease structure dates back to amendments to the City's charter in 1947.

The 1947 Charter amendments provided that the City would have the right and power to lease hospital properties or to contract for the operation of such hospital. Subsequent to the Charter amendments, the City acquired the land at the intersection of Magnolia Drive and Miccosukee Road, for the initial hospital construction, and constructed the first hospital building. The hospital opened on November 4, 1949.

The 1970's saw major changes in the national health care system. Around the country, a number of municipalities sold their hospital facilities to private hospital corporations. Another approach that developed around the country was the retention of ownership by the public entity (city, county, or

state) with a "quasi-privatization", which involved leasing the facilities on a long-term basis to a non-profit corporation.

In Florida, the most significant of these "transfers to nonprofits" occurred in 1979 when the Florida Legislature authorized the conversion of Shands Hospital from a state institution to a not-for-profit corporation. Representatives of Tallahassee Memorial Hospital approached the City Commission and recommended a similar transfer. On June 30, 1979, the City Commission approved the lease of the facilities to Tallahassee Memorial Regional Medical Center, Inc., a Florida non-profit corporation.

Current and Proposed Future Land Use Categories

The complete comprehensive plan policies for Suburban (2.2.5), Educational Facilities (2.2.13), and Government Operational Land Uses (2.2.16) are included as Attachment 1.

18.51 Acre Hospital Site

The original hospital facilities, and subsequent additions, are located on an 18.51 acre property at the northeast corner of the Centerville Road/Magnolia Drive and Miccosukee Road. This site has two future land use designations, Government Operational and Suburban. Because the property is owned by the City of Tallahassee, the Government Operational future land use could apply. According to Comprehensive Plan Policy 2.2.16 [L], the Government Operational future land use can be used for "services and uses provided by private entities operating on property owned by the local, state, or federal government." The services and uses identified in the policy do include "health clinic." However, the suburban intensity guidelines identified in Policy 2.2.5 include the "medical center development pattern," which more accurately reflects the subject site than "health clinic." Additionally, Section 10-257 of the Tallahassee Land Development Code states that "the CM district is intended to be located in areas designated suburban on the future land use map…." Therefore, future land use designation of the property should be amended from both Government Operational and Suburban to the entire parcel being Suburban.

0.26 Acre Tallahassee Memorial HealthCare Foundation Site

The parcel located at the intersection of 6th Avenue and Magnolia drive is owned by T.M.R.M.C. and used as the office for the Tallahassee Memorial HealthCare Foundation. According to Comprehensive Plan Policy 2.2.16 [L], the Government Operational land use category is intended to be used for properties that "provide for the operation of and provision of services on property owned or operated by local, state and federal government." Because this parcel is not owned by a governmental entity, it should not be designated as Government Operational. Consistent with the current zoning (CM, Section 10-257 of the Tallahassee Land Development Code), the property is used for "medically related operations and support functions." Because Section 10-257 of the Tallahassee Land Development Code states that "the CM district is intended to be located in areas designated suburban on the future land use map…," the future land use designation of the property should be amended from Government Operational to Suburban.

2.19 Acre Former School Site

The parcel that was formerly the site of Holy Comforter Episcopal School, STARS Middle School, and the Tallahassee School of Math and Science (TSMS) is currently designated as Educational

Facilities on the Future Land Use Map. TSMS relocated to another property in the community and Tallahassee Memorial HealthCare obtained the property for the expansion of uses related to Tallahassee Memorial HealthCare.

According to Comprehensive Plan Policy 2.2.13 [L], "permitted uses in this land use category are limited to educational facilities and ancillary community services to serve the student population, or the community in general." Because the property is no longer used as a school and is part of the Tallahassee Memorial HealthCare campus, the future land use designation should be amended to more accurately reflect the use of the property.

The property is also designated with the Medical Arts Commercial District zoning. According to the permitted uses for the Medical Arts Commercial (CM) District identified in Section 10-257 of the Tallahassee Land Development Code, schools and libraries are prohibited. The future land use designation of the property should be amended to reconcile this incompatibility. Amending the future land use designation from Government Operational to Suburban would be consistent with the CM District zoning.

2.79 Acre Electric Substation Site

The 2.79 acre property located on Medical Drive between Centerville Road and Surgeons Drive is owned by the City of Tallahassee and has a Suburban FLUM designation. Unlike the surrounding properties, the parcel is not used for medically related operations and support functions. Instead, the property is used for electric utilities and stormwater management. The City's Electric Utilities Department has discussed the possibility of converting the existing stormwater facility to a back-up, power generation facility which would support the hospital and surrounding areas in times of peak usage.

According to Policy 2.2.16 [L], the Government Operational future land use is intended for "Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary that provide for the operation of and provision of services on property owned or operated by local, state and federal government." The Government Operational future land use more accurately reflects the actual use of the property than the current future land use designation of Suburban which, according to Comprehensive Plan Policy 2.2.5 [L], is intended "to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses."

To reconcile the future land use designation with the actual use of the property, the future land use designation should be amended from Suburban to Government Operational on the portion of the parcel where the substation and stormwater facility are located. The portion of the parcel with the parking should be Suburban because the parking serves TMH instead of the governmental uses.

4.33 Acre TMH Behavioral Health Center Site

The two parcels on the TMH Behavioral Health Center site located between Medical Drive and Physicians Drive are currently within the Government Operational future land use. Like the 18.51 acre hospital site, the property is owned by the City of Tallahassee and leased by Tallahassee Memorial HealthCare for medical center purposes. The parcels are currently within the Medical Arts Commercial zoning district. the suburban intensity guidelines identified in Policy 2.2.5 include the "medical center development pattern," which more accurately reflects the subject site than "health clinic." Additionally, Section 10-257 of the Tallahassee Land Development Code states that "the

CM district is intended to be located in areas designated suburban on the future land use map….” Therefore, future land use designation of the property should be amended from both Government Operational and Suburban to the entire parcel being Suburban.

0.27 Acre TMH Behavioral Health Center Annex Sites

Two of the seven parcels that make up the TMH Behavioral Health Center Annex site are currently within the Government Operational future land use. The remaining five parcels are within the Suburban future land use. These parcels are owned by Tallahassee Memorial HealthCare, not the City of Tallahassee. Because these two parcels are not owned by a governmental entity, they should not be designated as Government Operational. Consistent with the current zoning (CM, Section 10-257 of the Tallahassee Land Development Code), the property is used for “medically related operations and support functions.” Because Section 10-257 of the Tallahassee Land Development Code states that “the CM district is intended to be located in areas designated suburban on the future land use map…,” the future land use designation of the property should be amended from Government Operational to Suburban.

Zoning

The Land Development Code sections for Medical Arts Commercial District (Sec. 10.257) and Government Operational-2 District (Sec. 10-271) zoning are included as Attachment 2.

The zoning for all parcels on the subject site is currently Medical Arts Commercial (CM) District. According to Section 10-257 of the Tallahassee Land Development Code:

> The CM district is intended to be located in areas designated Suburban on the Future Land Use Map of the Comprehensive Plan and shall apply to urban areas with convenient access to hospitals or other major medical facilities, wherein activities are restricted to medically related operations and support functions including residential uses and limited non-medical commercial retail, offices, and services which serve medical operations.

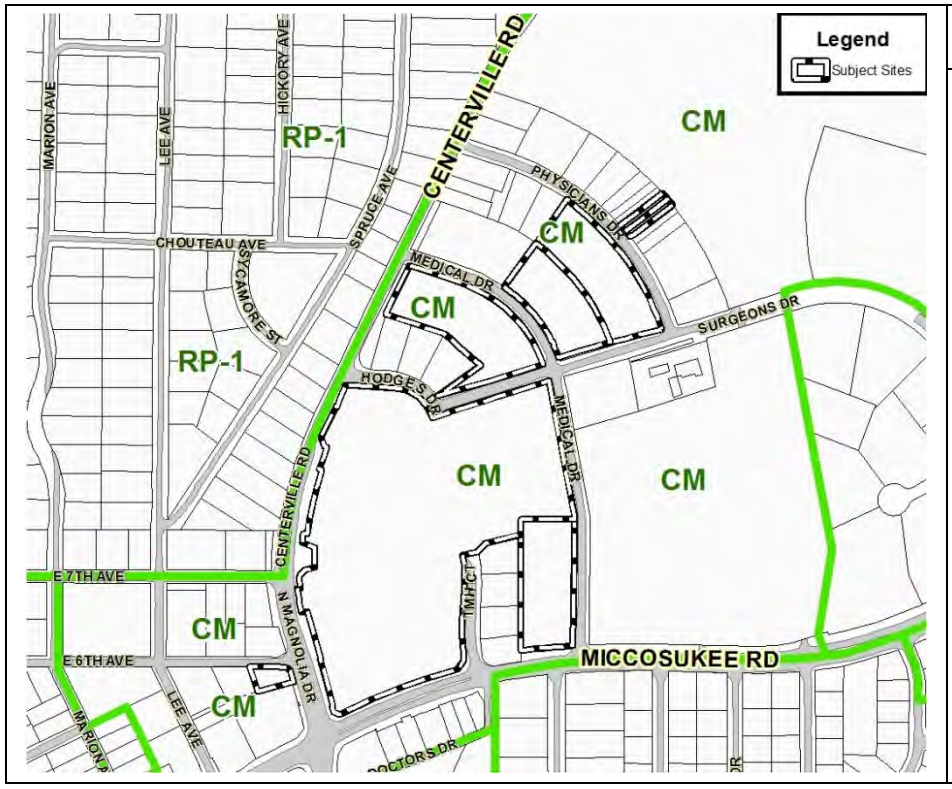
This zoning is consistent with the current major medical facilities and the medical support functions on the Tallahassee Memorial HealthCare campus.

2.79 Acre Electric Substation Site Rezoning

Consistent with the proposed FLUM amendment, a concurrent rezoning is being processed to change the zoning of the 2.79 acre City of Tallahassee-owned parcel, located on Medical Drive between Centerville Road and Surgeon’s drive, from Medical Arts Commercial (CM) to Government Operational-2 (GO-2) where the substation and stormwater facility are located. The parking lot that supports adjacent TMH uses will remain CM.

The following maps illustrate the current and proposed zoning for the subject site.

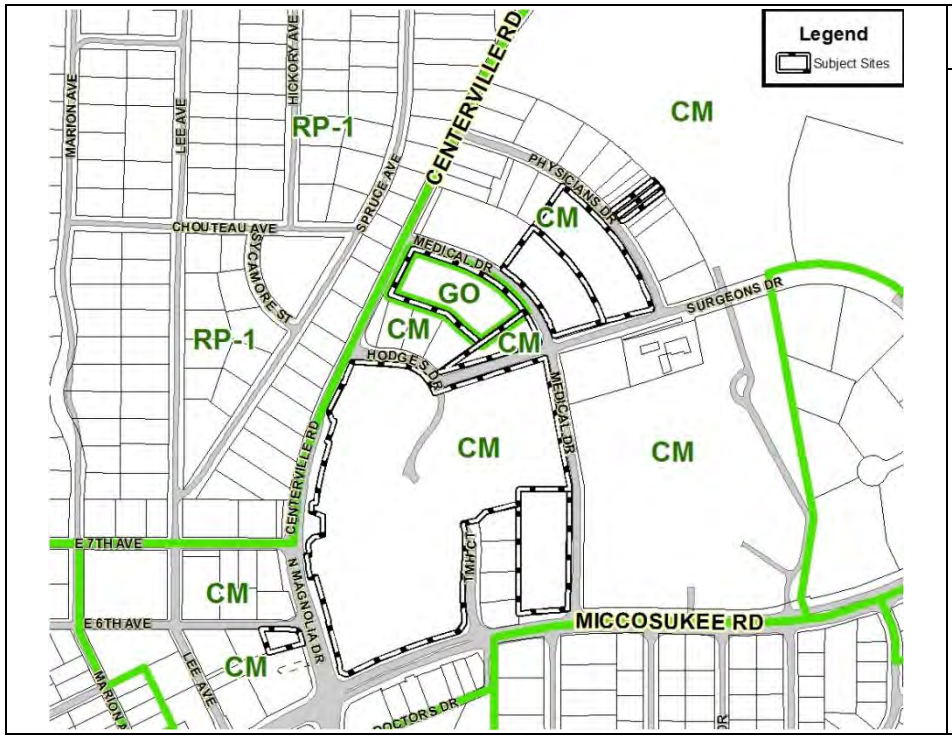
Current Zoning



Current Districts

- Medical Arts Commercial (CM)

Proposed Zoning



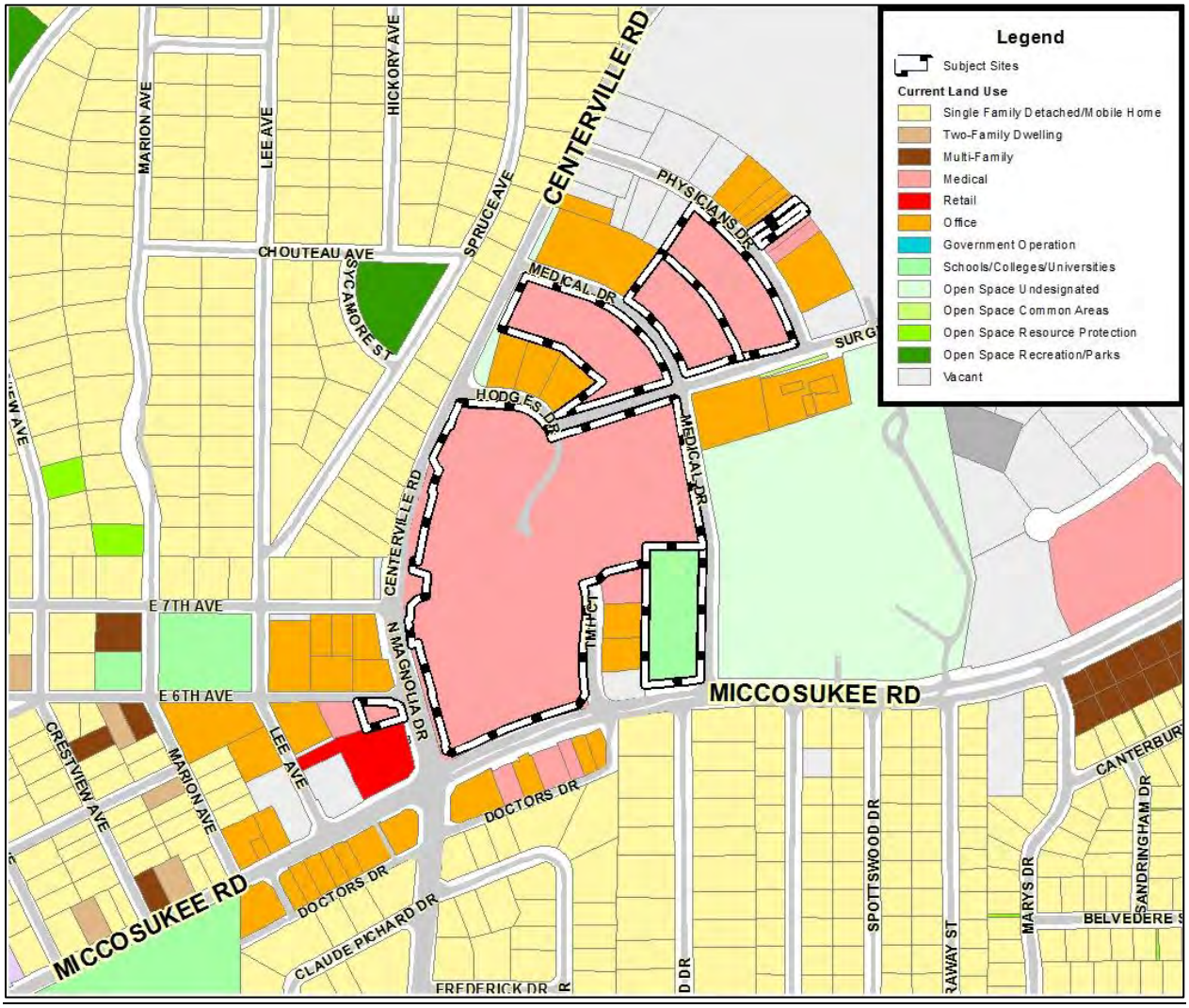
Proposed Districts

- Medical Arts Commercial (CM)
- Government Operational-2 (GO-2)

Existing Land Uses

The existing uses on and around the subject site are primarily medical (Tallahassee Memorial HealthCare) and office. Goodwood Museum and Gardens is located east of the subject site, across Medical Drive. This open space use is buffered from the Tallahassee Memorial HealthCare campus with landscaping. Centerville Road and Miccosukee Road separate the subject site from nearby residential neighborhoods.

Existing Land Use Map



Services Analysis

Water/Sewer

The subject site is currently served by City of Tallahassee potable water and sewer services.

Schools

The subject site is zoned for Kate Sullivan, Cobb Middle School, and Leon High School.

School concurrency impact forms have been submitted to the Leon County School Board's Division of Facilities, Construction and Maintenance. The number of projected students and available capacity will be included in this report when this data is provided. Final school concurrency calculations will be conducted when a site plan for development is submitted.

Roadway Network

The subject site is served by Centerville Road (minor arterial), Miccosukee Road (minor arterial), and Surgeons Drive (major collector). The subject site is located outside of the Multimodal Transportation District (MMTD) and future development may be subject to transportation concurrency.

Pedestrian and Bicycle Network

The subject site is well connected by a network of sidewalks on Centerville Road, Miccosukee Road, and Surgeons Drive. There are no bike lanes on Centerville Road or Surgeons Drive. There are bike lanes on Miccosukee Road in the vicinity of the subject area; however they become shared lane markings (sharrows) east of Magnolia Drive.

Transit Network

The subject site is serviced by StarMetro's Gulf Route with 50 minute headways and the San Luis Route with 60 minute headways. Three bus stops are located directly on the Tallahassee Memorial HealthCare campus. Numerous bus stops are located within walking distance.

Environmental Analysis

The subject site is within the Urban Services Area on parcels that are currently developed. The proposed land use amendments would not impact sensitive environmental features.

F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 225 property owners within 1,000 feet of subject site. After additional analysis, a modification to the original notice was necessary. Notices were then sent to 300 property owners within 1,000 feet of subject area.

Following the Local Planning Agency Workshop on January 14, 2016, notices were sent to 313 property owners within 1,000 feet of the subject area expanded to include the four additional parcels, as directed by the Local Planning Agency.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Workshop - January 14, 2015: At the directional of the Local Planning Agency, four additional parcels were added to the proposed amendment. Parcels 1129600000290, 1129202090000, 112971 D0000, and 112971 E0000 are proposed to be amended from the Government Operational Future Land Use to Suburban Future Land Use. These parcels were added to the table on page 2 of this staff report. All maps in the staff report are updated to include these parcels. The staff analysis was updated to address these parcels on pages 6 and 7 of this staff report under the "*4.33 Acre TMH Behavioral Health Center Site"* and *"0.27 Acre TMH Behavioral Health Center Annex Sites"* subheadings.

The staff report was also updated to address the 2.79 Acre Electric Substation Site (pages 6 and 7 of this staff report). The proposed amendment would result in the parcel having two future land uses and zoning districts. The portion of the parcel with the substation and stormwater facility would be within the Government Operational Future Land Use with Government Operational-2 zoning. The portion of the parcel with the parking lot that serves adjacent medical uses would be within the Suburban Future land Use and Medical Arts Commercial zoning district.

Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS

Attachment #1: Comprehensive Plan policies for Policy 2.1.1, Suburban (2.2.5), Educational Facilities (2.2.13), and Government Operational Land Uses (2.2.16)

Attachment #2: Land Development Code sections for Medical Arts Commercial District (Sec. 10.257) and Government Operational District (Sec. 10-271)

Supporting Comprehensive Plan Policies

Policy 2.2.5: [L] SUBURBAN

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern. To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods. Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE (6)	65-80%

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ ACRE (3)	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ ACRE (1)	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post-Secondary Schools and ancillary residential	1 UNIT/ DEVELOP MENT	20,000 SQ FT/ ACRE (9)	

Notes:
(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.

(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
(7) 250,000 SF of total development permitted on 20 to 30 acre centers.
(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
(9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 2.2.13: [L] EDUCATIONAL FACILITIES

This category contains:

(1) All public schools including elementary, middle school, high school, and post-secondary.

(2) All public lands for which educational facilities are proposed or planned.

(3) Private facilities with capacities for over three hundred students are also included in this category. Permitted uses in this land use category are limited to educational facilities and ancillary community services to serve the student population, or the community in general. Allowed land uses within the Educational Facilities future land use category shall be regulated by zoning districts which implement the intent of this category.

Policy 2.2.16: [L] GOVERNMENT OPERATIONAL

Contains facilities, which include those defined on the Land Use Development Matrix as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary, that provide for the operation of and provision of services on property owned or operated by local, state and federal government. The government facilities may include services and uses provided by private entities operating on property owned by the local, state, or federal government. These facilities shall include, but are not limited to:

Airports*
Offices
Correctional Facilities
Outdoor Storage Facilities
Courts
Police/Fire Stations
Electric Generating Facilities
Sanitary Sewer Percolation Ponds
Electric Sub-Stations
Sanitary Sewer Pump Stations
Health Clinics
Sanitary Sewer Sprayfields
Libraries
Vehicle Maintenance Facilities
Incinerators
Waste to Energy
Materials Recovery Facilities
Water Tanks
Museums
Water Treatment Plants
Postal Facilities
Water Wells

*Includes services and uses provided by private entities that are commonly located at commercial service airports.

Section 10-257. CM Medical Arts Commercial District.

The following applies to the CM Medical Arts Commercial District:

	PERMITTED USES		
1. District Intent	**2. Principal Uses**		**3. Accessory Uses**
The CM district is intended to be located in areas designated Suburban on the Future Land Use Map of the Comprehensive Plan and shall apply to urban areas with convenient access to hospitals or other major medical facilities, wherein activities are restricted to medically related operations and support functions including residential uses and limited non-medical commercial retail, offices, and services which serve medical operations. The provisions of the CM district are intended to protect and promote the efficient operation of hospitals and associated medical facilities and promote safe and efficient vehicular and pedestrian access to these facilities. Medical centers are characterized by a variety of directly related medical facilities and indirectly related support businesses in close proximity to allow for efficient operations. Also, certain community and recreational facilities related to medical facilities are permitted. The maximum gross density allowed for new development in the CM district is 20 dwelling units per acre. Exclusively residential uses shall have a minimum gross density of 8 dwelling units per acre unless constraints of concurrency or preservation and/or conservation features preclude attainment of minimum density. The minimum gross density for mixed use projects is 6 dwelling units per acre. **Development standards for properties located within the MMTD are established within Division 4 of this Code.**	(1) Banks and other financial institutions, without drive-through facilities. (2) Community facilities related to medical facilities, including religious facilities and police/fire stations. Schools and libraries are prohibited. Other community facilities may be allowed in accordance with Section 10-413. (3) Day care centers. (4) Gift, novelty, and souvenir shops. (5) Hospitals. (6) Hotels and motels, including bed and breakfast inns. (7) Laundromats, laundry and dry cleaning pick-up stations. (8) Mailing services. (9) Medical and dental offices, services, laboratories, and clinics. (10) Medical laboratories. (11) Mortuaries. (12) Multiple-family dwellings. (13) Non-medical offices and services, including business and government offices and services.	(14) Nursing homes and other residential care facilities. (15) Off-street parking facilities. (16) Passive and active recreational facilities. (17) Personal services (barber shops, fitness clubs, etc.). (18) Photocopying and duplicating services. (19) Restaurants without drive-in facilities. (20) Retail bakeries. (21) Retail drug store. (22) Retail florists. (23) Retail newsstands, books, greeting cards. (24) Retail office supplies. (25) Retail optical and medical supplies. (26) Rooming Houses. (27) Single-family attached dwellings. (28) Tailoring. (29) Veterinary services, including veterinary hospitals. (30) Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			**5. Minimum Building Setbacks**				**6. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height**
Any Permitted Principal Non-Residential Use	none	none	none	25 feet	none	25 feet	10 feet	80,000 square feet of gross building floor area per acre, except 176,000 square feet of gross building floor area per acre for hospitals and commercial uses not to exceed 200,000 square feet of gross building floor area per parcel	none for hospitals; 6 stories for other uses (excluding stories used for parking); or 4 stories (including stories used for parking) if proposed structure is within 150 feet of a low density residential zoning district
Single-Family Attached Dwellings	1,600 s.f. min.; avg. of 2,000 s.f.	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Rooming Houses	1,600 s.f. min.; avg. of 2,000 s.f.	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	25 feet	not applicable	same as above
7. Street Vehicular Access Restrictions: Properties in the CM zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.									

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to chapter 5, environmental management for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, concurrency management for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. For cluster development standards, refer to Section 10-426.

Rev. 10/13/10

Section 10-271 GO-2 Governmental Operational Heavy Infrastructure District.

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The Government Operational (GO-2) district is intended to be located in areas designated as Government Operational on the Future Land Use Map of the Comprehensive Plan. The primary function of this district is to provide for the operation of and provision of services by local, state and federal government. The provisions of this district are intended to allow facilities that are defined within the Land Development Code as Community Services, Heavy Infrastructure. The GO-2 district is also intended to apply to publicly owned commercial service airports, which are different from other governmental uses that are typically single-use facilities. Commercial service airports are not only dependent upon some non-governmental uses, but also serve the needs of some non-governmental uses. Therefore, within GO-2 zoned properties contained within a State/Federal required Airport Master Plan, non-governmental land uses will be allowed if the use supports (including revenue generation for self-sufficiency) or is dependent upon airports, or benefits from programs such as a foreign-trade zone.	1. Commercial Service Airport a. Airfield, Runways, Taxiways, Aprons, Terminal, Navigational Aids, Aircraft Rescue and Fire Fighting, Air Traffic Control Tower, Cargo, General Aviation, and other aeronautical and non-aeronautical uses related to the operation of a Commercial Service Airport. b. Recreational Facilities or natural areas not suitable for development. c. Retail, Office, Hotel, Restaurants, Warehousing and Storage, Distribution, Manufacturing, Industrial and other non-aeronautical uses compatible with airport operations. d. Uses approved in the City Commission-adopted Airport Master Plan. e. Other uses, which the City Commission may deem compatible with airport operations and surrounding land uses pursuant to the City's Comprehensive Plan. 2. Electric Generating Facilities 3. Sanitary Sewer Sprayfields 4. Incinerators 5. Water Treatment Plants 6. Waste to Energy 7. Materials Recovery Facilities 8. Sewer Percolation Ponds 9. Outdoor Storage Facilities 10. Vehicle Maintenance Facilities 11. Correctional Facilities 12. Active and Passive Recreation 13. Other uses, which in the opinion of the Land Use Administrator, are of a similar and compatible nature to those uses described in this district.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more that 33 percent of the floor area or cubic volume of the principle use or structure, as determined by the Land Use Administrator.

General Notes:

1. If central sanitary sewer is not available, non-residential development is limited to a maximum of 2,500 square feet of building area. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to Chapter 5 pertaining to environmental management, for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements.
3. Refer to Chapter 4, pertaining to concurrency management, for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.)
4. Refer to Chapter 10, Section 413. Community services and facilities/institutional uses.5. New heavy infrastructure development in this district is subject to the Type "D" review process (refer to Section 9-157).

Rev. 10/13/10

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			**5. Minimum Building Setbacks**				**6. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side – Interior Lot**	**c. Side – Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (Including stories used for parking)**
Permitted Principal Use	None	None	None	50 feet	None	50 feet	10 feet	None	None
Commercial Service Airport	None	None	None	50 feet	None	50 feet	10 feet	Average of 15,000 sq.ft/acre	None (shall comply with FAA guidelines)

7. Buffering and Screening Requirements:

a. Buffering shall be provided if adjacent to a different zoning district, of a type D standard (see Section 10-177). If adjoining a residential zoning district, a minimum 100-foot type D standard (see Section 10-177), shall be provided. Any existing trees and vegetation are required to remain in place and must be used to either fully or partially satisfy the buffering requirements.

b. The off-site visual impacts associated with outdoor service functions or areas such as loading areas, trash collections, outdoor storage, or mechanical equipment shall be mitigated by the use of screening material consistent with the materials and design treatments of the primary façade of the primary building and/or evergreen landscape plant material.

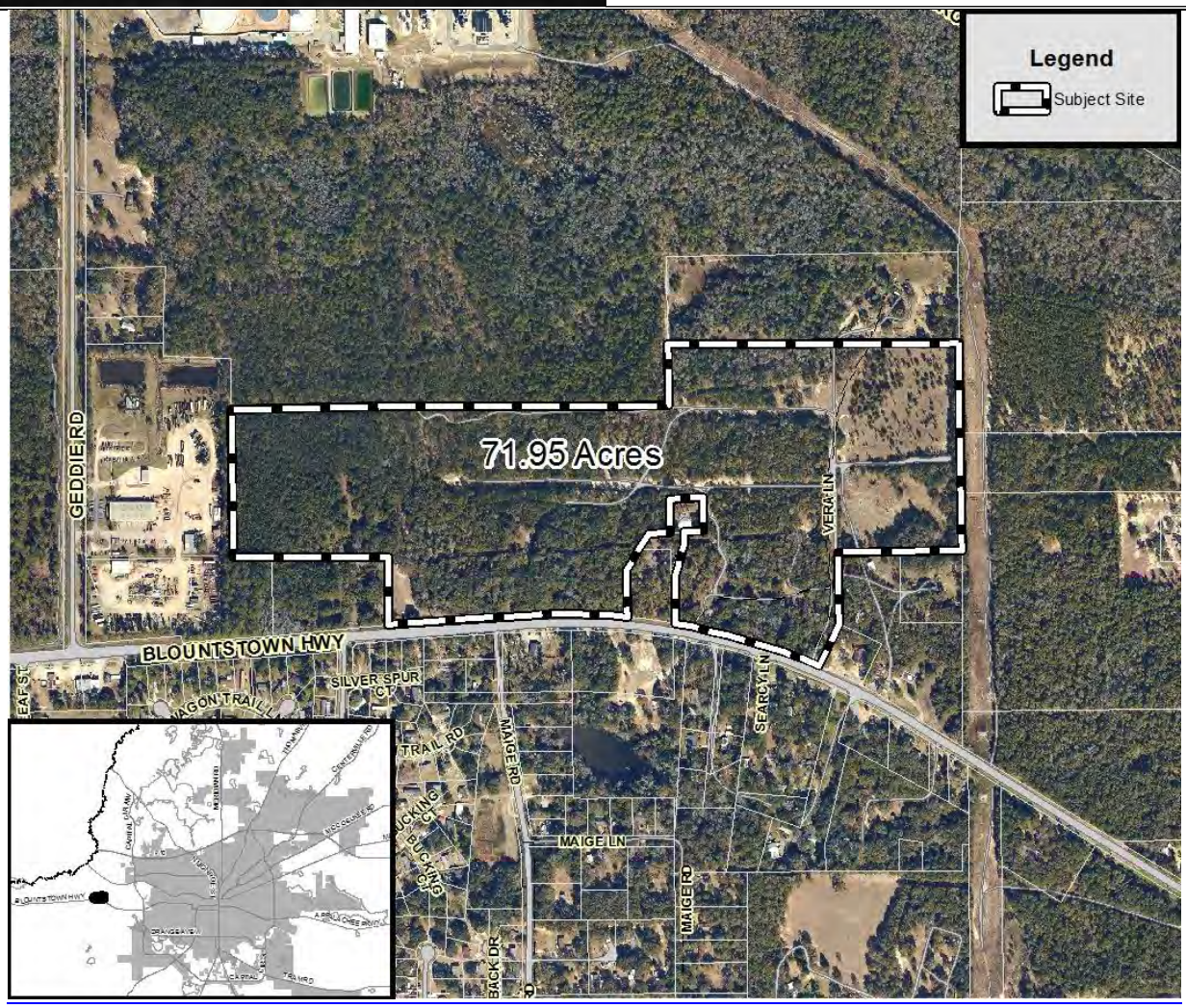
c. On site parking adjoining roadways shall be screened from view from public roadways by landscape buffers with a minimum height of three feet. Approved height of screening shall take into consideration the elevation of the site in relation to the public roadway.

General Notes:

1. If central sanitary sewer is not available, non-residential development is limited to a maximum of 2,500 square feet of building area. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to Chapter 5 pertaining to environmental management, for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements.
3. Refer to Chapter 4, pertaining to concurrency management, for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.)
4. Refer to Chapter 10, Section 413. Community services and facilities/institutional uses.5. New heavy infrastructure development in this district is subject to the Type "D" review process (refer to Section 9-157).

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201608
City of Tallahassee Utility Operations Site



Property Owner:	Property Location:	TLCPD Recommendation:
City of Tallahassee	North of Blountstown Highway and East of Geddie Road	**Approve**
Applicant:		
TLCPD		
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Stephen M. Hodges	Future Land Use: Suburban & Urban Residential-2 Zoning: Office Residential -2 & R-4 Urban Residential	**Approve**
Contact Information:	**Proposed Future Land Use & Zoning:**	
Stephen.Hodges@talgov.com 850.891.6408	Future Land Use: Government Operational Zoning: M-1 Light Industrial District	
Date: January 8, 2016	Updated: February 10, 2016	

A. REASON FOR REQUESTED CHANGE

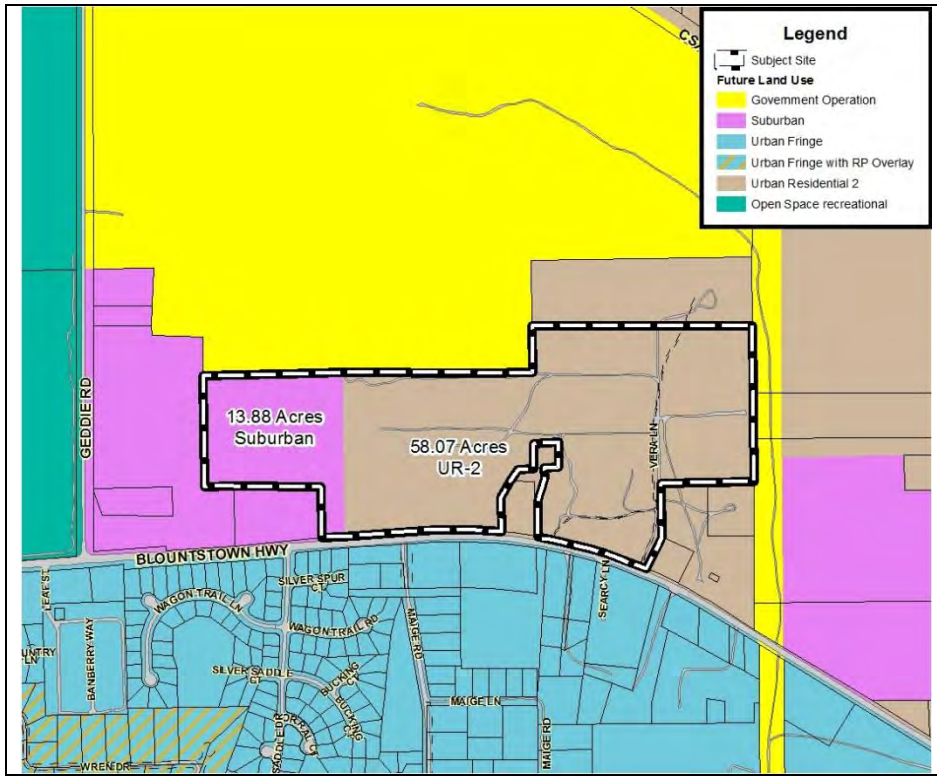
The City of Tallahassee's Electric Utilities Division requested that the Planning Department initiate a Future Land Use Map (FLUM) amendment to change the land use designation for a 71.9 acre parcel located adjacent to the Hopkins Power Generating Facility ("subject site"). The proposed change is intended to recognize the site's public ownership and allow for the future development of electric generating facilities.

B. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The proposed map amendment would change the FLUM designation for approximately 71.9 acres from Suburban and Urban Residential-2 to Governmental Operations.

The following maps illustrate the current and proposed FLUM designations for the subject site.

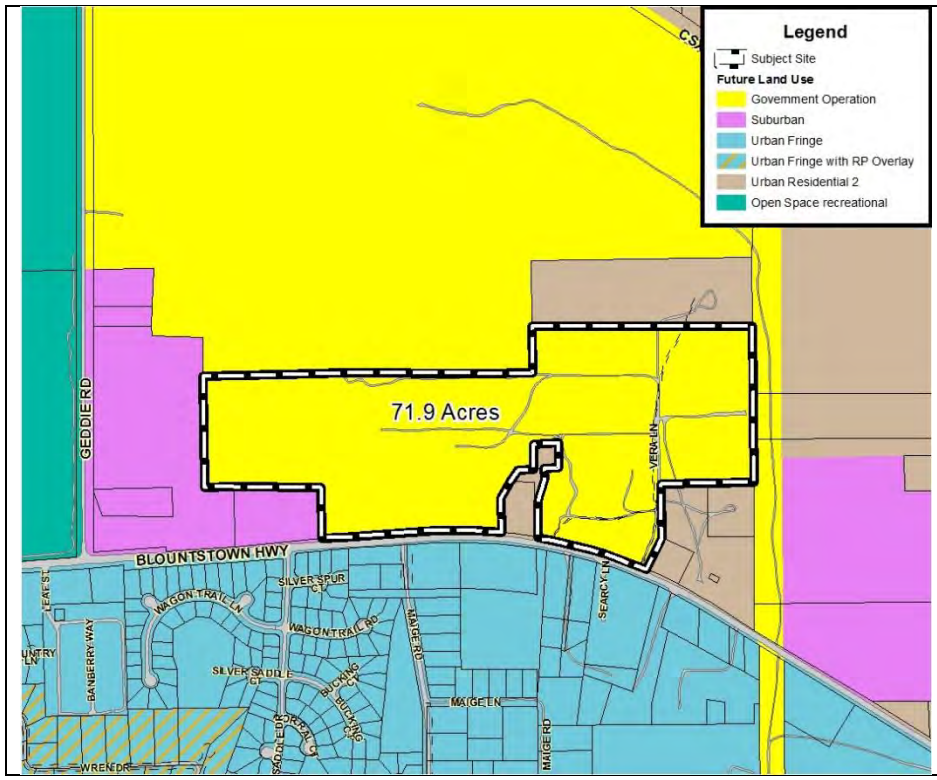
Current Future Land Use Map Designation



Current Designation

- Urban Residential – 2
- Suburban

Proposed Future Land Use Map Designation



Proposed Designation

- Government Operational

C. RECOMMENDATION

Find that the proposed amendment consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

D. FINDINGS

Staff presents the following findings of fact:

1. The intended use of the subject site is similar to that of the adjacent Hopkins power plant.
2. The proposed FLUM designation and zoning district for the subject site is consistent with that of the Hopkins power plant.
3. The proposed amendment has no adverse impact on existing or planned infrastructure.
4. While the subject site is within the Urban Service Area, a lack of sewer service within the area severely limits the development potential of the site under the current FLUM designations.

E. STAFF ANALYSIS

History and Background

The Hopkins power plant is located on 232 acres of land along Geddie Road, seven miles west of Tallahassee. The power plant occupies approximately one-third of the 232 acres. The remaining area is mostly forested and has limited development potential.

The Hopkins power plant was originally built in 1971 to help provide electricity to the City of Tallahassee and surrounding urban area. Although the power plant has been expanded several times over its lifetime, the remaining undeveloped portions of the site contain environmental features, such as wetlands that flood plain, that severely limit its future expansion.

To accommodate future growth of this facility, the City's Electric Utility division purchased the 72-acre subject site immediately south of the plant. This parcel has relatively few environmental constraints and 0.36 miles of frontage along Blountstown Highway (U.S. Hwy 20). It is mostly vacant and forested.

A single lane dirt road crossing the property from north to south, close to its eastern boundary, provides access to a single-family residence not located on the subject site. According to City Electric Utility staff, the City will provide an easement to ensure this property continues to be accessible.

The proposed use of the subject site is to develop electric energy generating facilities. These facilities may include the following types of activities: water facilities; natural gas and or propane facilities; warehousing; offices; vehicle fleet operations; renewable energy electric power generation; renewable energy combined with fossil fuel energy for electric power generations; the manufacturing/production, storage and transportation of alternative fuels; and/or electric power generation from fossil or other fuels.

Current and Proposed Land Use Categories

The following describes the current and proposed land use categories. Attachment #1 includes all relevant Comprehensive Plan policies, including their full text.

Suburban (Current)

The Suburban land use category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. It is intended to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. The maximum residential gross density is 20 dwelling units per acre if a multiple use development pattern is utilized. If a development is proposed for residential uses only, the gross density would be 8-16 units.

This land use category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

Urban Residential-2 (Current)

The primary intent of the Urban Residential - 2 land use category, which is to be applied only within the Urban Services Area, is to encourage residential uses within a range of density (4-20 dwelling units per acre), thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The Urban Residential category allows townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses.

Government Operational (Proposed)

The Government Operational (GO) category is intended to be applied towards government-owned lands which have various facilities such as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary. No residential uses are permitted within this land use category.

The Hopkins power plant to the north of the subject property has a current FLUM designation of GO, and a zoning designation of M-1 Light Industrial.

Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

- Policy 2.2.16: [L] creates the Government Operational Future Land Use category. This designation is applied to property owned or operated by local, state and federal government that that provide for the operation of and provision of community services, light infrastructure, heavy infrastructure, and post-secondary facilities.

The proposed Future Land Use designation of the subject site to Government Operational would be consistent with this policy, as this site is owned by the government and is intended to provide the operation and provision of electric generating community services, infrastructure, and/or facilities.

- Policy 1.1.2: [L] requires that the improvement of capital infrastructure shall be provided within the designated urban service area and shall be phased over the life of the plan.

The provision of energy facilities on the subject site by the City of Tallahassee can be considered capital infrastructure, and the subject site is located within the Urban Service Area. Therefore, the proposed Future Land Use change would be consistent with this policy.

- Policy 11.4.1: [L] requires, where environmentally, economically and geographically practical, new heavy infrastructure land uses such as waste water treatment plants, airports, correctional facilities, and power plants which serve larger than neighborhood areas, to be located in areas outside of the Southern Strategy Area.

The location of the subject site is outside of the Southern Strategy Area. Therefore, the proposed Future Land Use change would be consistent with this policy.

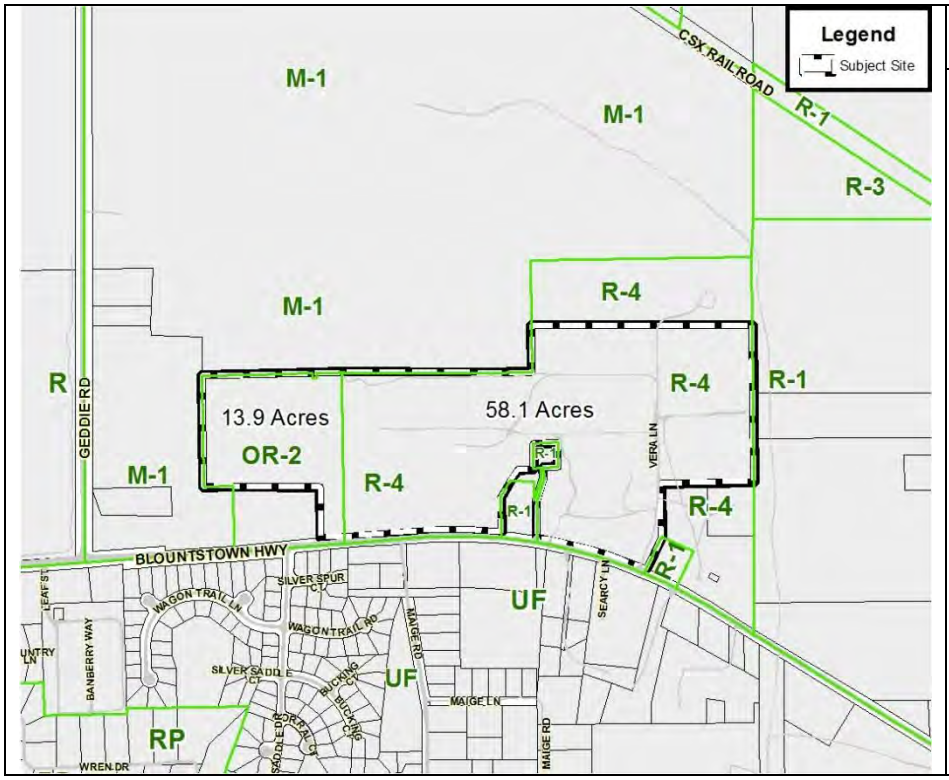
Zoning

The subject site is currently zoned Office Residential–2 (OR-2) and Urban Residential (R-4). These zoning districts allow a variety of uses, including multifamily residential, retail, office, and professional services.

Consistent with the proposed FLUM amendment, a concurrent rezoning is being processed to change the zoning of these parcels to Light Industrial (M-1). The proposed zoning designation for the subject site is M-1 Light Industrial District. Both the Hopkins power plant and the clearing and earthmoving business to the immediate west of the subject site are zoned M-1.

The following maps illustrate the current and proposed zoning for the subject site.

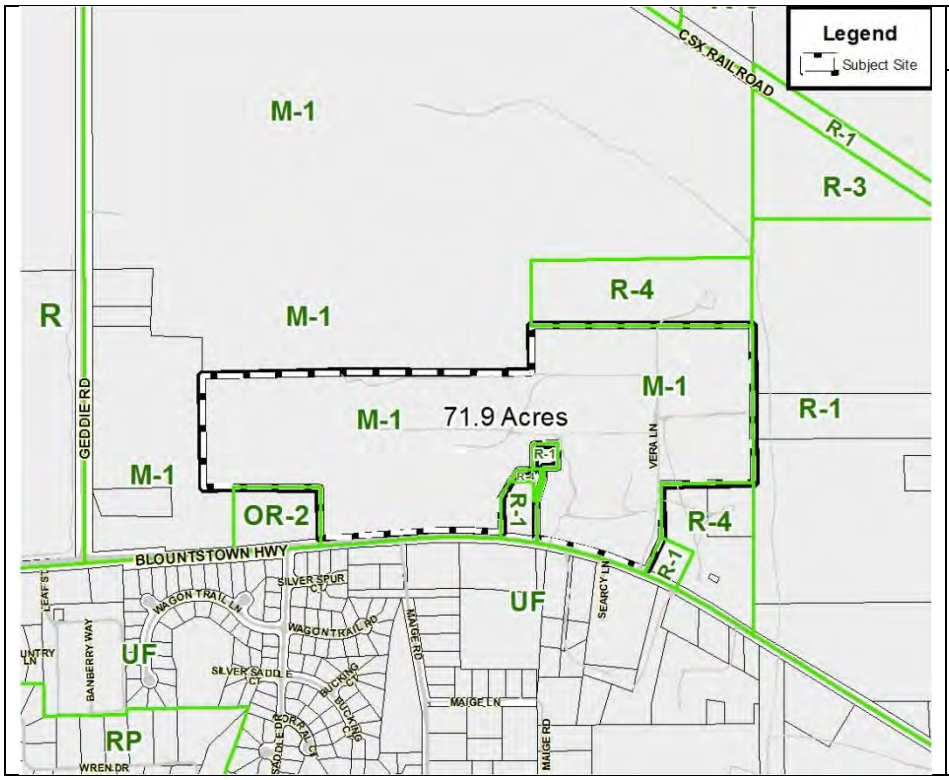
Current Zoning



Current District

- Office Residential–2
- R-4 Urban Residential

Proposed Zoning



Proposed District

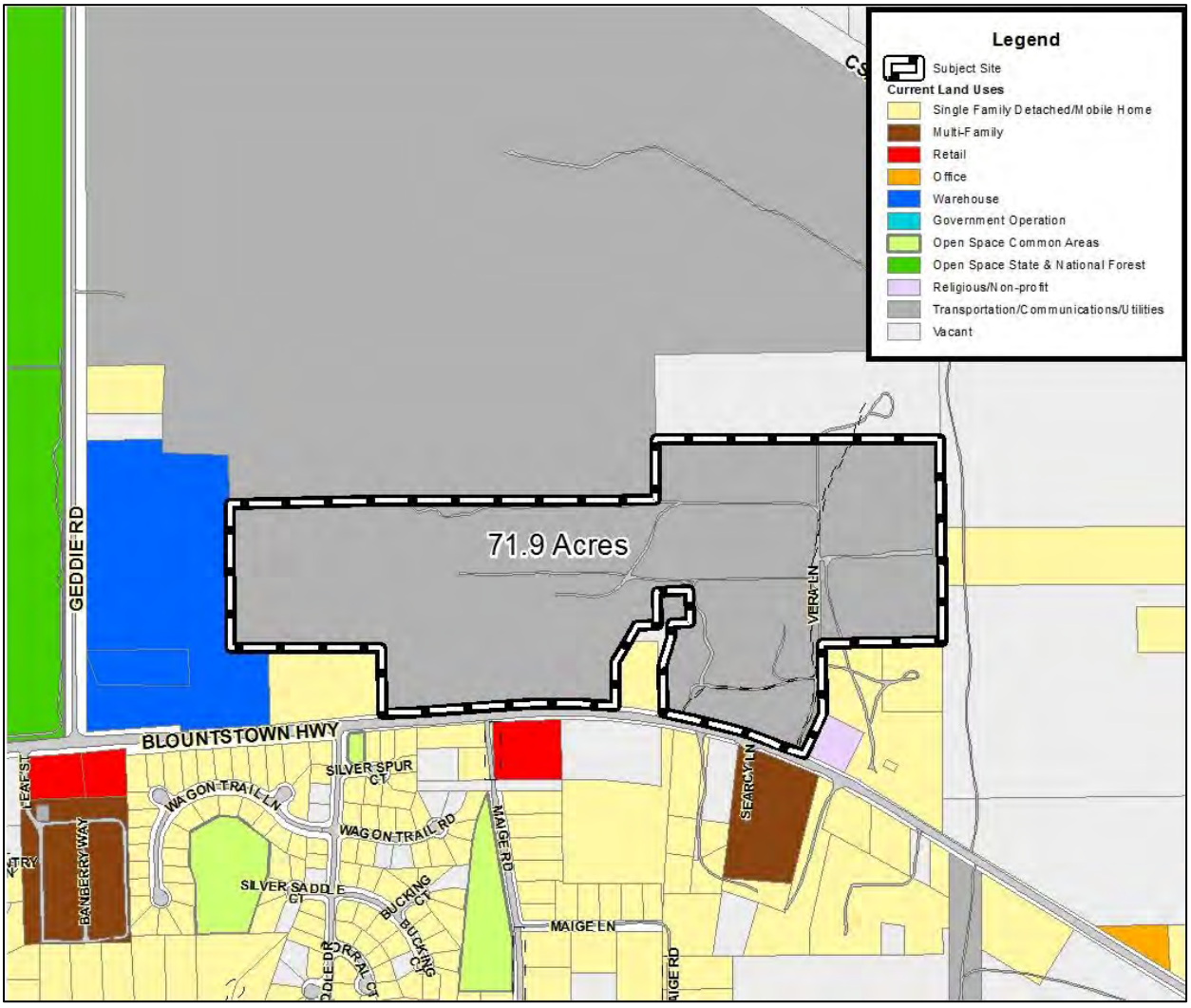
- M-1 Light Industrial

Existing Land Uses

Although the following Existing Land Use Map indicates the use of the subject site as Transportation/Communication/Utilities, the site is currently vacant and undeveloped.

The existing land uses surrounding the subject site include the Hopkins power plant to the north, an industrial warehouse and parking area for a land clearing and earthmoving business to the west, several low-density, large-lot residential areas on the south and east sides, and a large area of vacant land on the northeast and southeast sides.

Existing Land Use Map



Infrastructure Analysis

Water/Sewer

The subject site is within the Urban Service Area. It is also within the Talquin Electric Cooperative franchise area for water and sewer. Talquin currently provides potable water and sewer services to a residential subdivision ("Sandstone Ranch") on the south side of Blountstown Highway, and to the Crowder land clearing company property to the west. The Hopkins Power Plant currently has City of Tallahassee potable water and sewer services.

If the proposed Future Land Use designation of the subject site is adopted and the site developed with energy facilities, it is anticipated that the impact on available water and sewer services will be relatively minimal, and would be significantly less than would be required if the subject site were developed as a mixed use residential area under the current land use designation.

Schools

The proposed amendment will result in a net reduction in residential units; therefore, there are no projected impacts to student capacity at Leon County schools.

Roadway Network

The subject site borders U.S. Highway 20 (Blountstown Highway), a principal arterial, and is approximately 700' east of Geddie Road, a major collector. The potential impacts of the proposed land use change to the capacity of these roadways will depend upon the ultimate use of the subject site. If the site is developed with energy facilities that do not require a large number of employees, the impact on local roadway capacity is likely to be significantly less than that potentially generated by development currently allowed by the current land use and zoning designations. Any proposed development of the subject site will be evaluated for transportation impacts and mitigation by existing local government concurrency regulations.

Pedestrian and Bicycle Network

There are no pedestrian or bicycle facilities proximate to the subject site.

Transit Network

The subject site is not currently served by StarMetro.

Environmental Analysis

Environmental Features

Approximately 93 percent (67 acres) of the subject site is within the Lake Munson drainage basin. The remaining seven percent (five acres) on the western boundary is within the Ochlockonee River drainage basin.

County environmental data indicates that a five-acre wetland area exists in the northeast corner of the subject site. It is part of a wetland area within a FEMA-mapped 100-year flood zone on the undeveloped southern portion of the Hopkins property. The remainder of the subject site is mostly forested with second-growth timber, and has no known protected environmental features.

F. PUBLIC OUTREACH AND NOTIFICATION

Public notices were sent to 123 property owners within 1,000 feet of the subject site. Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	October 26, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	October 23, 2015	Two signs providing details of proposed land use and zoning changes posted on subject site
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1,000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS

Attachment #1: Complete Text of Comprehensive Plan Policies:

1. Policy 2.1.8: [L] Residential Densities
2. Policy 2.2.5: [L] Suburban
3. Policy 2.2.16: [L] Government Operational
4. Policy 2.2.24: [L] Urban Residential 2

Complete Text of Comprehensive Plan Policies
Referenced in PCM201608 Report

Policy 2.1.8: [L] *(Revision Effective 7/26/06; Revision Effective 1/7/10)*

Maintain a viable mix of available residential densities to accommodate a variety of housing types. Current residential densities are summarized below:

RESIDENTIAL DENSITIES RANGE *(Revision Effective 12/15/11; Rev. Eff. 7/19/13)*

Future Land Use Category	Maximum Gross Density - Dwelling Units (DU)/Acre (Ac)[1]	Minimum Gross Density Dwelling Units (DU)/Acre (Ac)
Rural	**1 DU/10 Ac**	**No minimum**
Urban Fringe	**1 DU/3 Ac (standard) or 1DU/3 Ac (Conservation subdivision)**	**No minimum**
Urban Residential	**10 DU/AC**	**4 DU/Ac**
Urban Residential 2	**20 DU/Ac [2]**	**No minimum**
Village Mixed Use	**20 DU/Ac [2]**	**No minimum**
Suburban	**20 DU/Ac [2]**	**No minimum**
Planned Development	**20 DU/Ac [2]**	**No minimum**
Bradfordville Mixed Use [2]	**20 DU/Ac**	**No minimum**
Central Urban [2, 3]	**45 DU/Ac**	**No minimum**
Activity Center [2, 3]	**45 DU/Ac**	**No minimum**
University Transition [2 ,3]	**50 DU/Ac**	**No minimum**
Central Core [2, 3] *(Eff.1/7/10)*	**150 DU/Ac** *(Eff. 1/19/02)*	**No minimum**
Rural Community	**4 DU/Ac**	**No minimum**
Residential Preservation [2]	**6 DU/Ac**	**No minimum**
Lake Talquin Recreation/Urban Fringe [4]	**1 DU/3 Ac (standard)**	**No minimum**
Lake Protection [4]	**1 DU/2 Ac (standard)**	**No minimum**

Notes:
[1] Maximum gross density is based on the gross acreage of the site and may not be achievable after addressing applicable land development regulations (e.g., parking, stormwater, and other regulations that may limit maximum development potential).
[2] Density ranges can be increased up to 25% above the maximum limits listed above for the purpose of providing affordable housing units, consistent with Policy 2.1.14 [LU].
[3] Density ranges can be increased up to 35% above the maximum limits listed above for the purpose of encouraging infill development and redevelopment, consistent with Mobility Element Policy 1.1.10 [M] (Effective 12/15/11). *(Revision Effective 7/19/13)*
[4] Clustering Option Available

Policy 2.2.5: [L]

SUBURBAN (EFF. 3/14/07)

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern.

To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods.

Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percent-age Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ (4)	10,000 SQ FT/ACRE (5)	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE(6)	
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	65-80%
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ (3) ACRE	Up to 20,000 SQ FT/ACRE (3)	
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ (1) ACRE	80,000 SQ FT/ACRE (2)	35-50%
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post-Secondary Schools and ancillary residential	1 UNIT/ DEVELOP MENT	20,000 SQ FT/ ACRE (9)	5-10%

Notes:

(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.
(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.

(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
(7) 250,000 SF of total development permitted on 20 to 30 acre centers.
(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
(9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 2.2.16: [L]

GOVERNMENT OPERATIONAL (EFF. 8/17/92; REV. EFF. 7/26/06; RENUMBERED 3/14/07; REV. EFF. 12/24/10)

Contains facilities, which include those defined on the Land Use Development Matrix as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary, that provide for the operation of and provision of services on property owned or operated by local, state and federal government. The government facilities may include services and uses provided by private entities operating on property owned by the local, state, or federal government. These facilities shall include, but are not limited to:

Airports*	Offices
Correctional Facilities	Outdoor Storage Facilities
Courts	Police/Fire Stations
Electric Generating Facilities	Sanitary Sewer Percolation Ponds
Electric Sub-Stations	Sanitary Sewer Pump Stations
Health Clinics	Sanitary Sewer Sprayfields
Libraries	Vehicle Maintenance Facilities
Incinerators	Waste to Energy
Materials Recovery Facilities	Water Tanks
Museums	Water Treatment Plants
Postal Facilities	Water Wells

*Includes services and uses provided by private entities that are commonly located at commercial service airports.

Land Use Policy 2.2.24: [L] **(***Revision Effective 7/26/06; Revision Effective 3/14/07)*

URBAN RESIDENTIAL 2

The primary intent of the Urban Residential 2 land use category, which is to be applied only within the Urban Services Area, is to encourage a range of density (4-20 dwelling units per acre) housing, thereby promoting infill development, reducing urban sprawl, and maximizing the efficiency of infrastructure. The implementing zoning district(s) shall contain design standards as well as locational criteria in order to accomplish these goals. The Urban Residential category allows townhouses, single-family detached, two-family, and multiple-family dwelling units as well as open space/recreation and community facilities related to residential uses. The implementing zoning district(s) within the land development regulations shall further specify the allowable uses. Urban Residential 2 may serve as a transition category between lower density residential categories and more intensive development such as higher density residential and/or office land uses or major roadways where alternative modes of transportation are available to support the increased residential densities. The category is not intended to be applied within the interior of an existing designated residential preservation area**.** The maximum residential density within the Urban Residential 2 category is 20 units per acre.

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE -PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCT201609
Intergovernmental Coordination Element

SUMMARY		
Applicant:	**Proposed Change**	**TLCPD Recommendation:**
Leon County Board of County Commissioners	Revise Policy 2.1.4 of the Intergovernmental Coordination Element	Approve
TLCPD Staff:	**Comprehensive Plan Element**	**LPA Recommendation:**
Barry Wilcox	Intergovernmental Coordination	Approve
Contact Information:	**Policy Number(s)**	
barry.wilcox@Talgov.com (850) 891-6400	2.1.4	
Date: January 8, 2016	Updated: February 10, 2016	

A. SUMMARY OF AMENDMENT

The proposed amendment would update the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I] to allow more time for the County to review proposed annexations prior to the City's first reading of the ordinance.

B. RECOMMENDATION

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

C. FINDING

Staff presents the following findings of fact:

1. The proposed amendment is consistent Goal 2 and Objective 2.1 of the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element
2. The proposed amendment to Policy 2.1.4 [I] provides for an annexation process consistent with Chapter 171, Florida Statutes, and an Interlocal Agreement entered into by and between the County and the City.

3. The proposed amendment seeks to minimize the detailed language within the Comprehensive Plan and instead allow for an Interlocal Agreement to dictate the specific annexation procedures.
4. The proposed amendment to Policy 2.1.4 [I] provides guidance on issues and procedures that must be addressed in the Interlocal Agreement.
5. The language within the Interlocal Agreement would include the increased timeframe for the County to review proposed annexations.

D. PROPOSED POLICY CHANGE

Policy 2.1.4: [I]

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee. The Interlocal Agreement for Annexation Procedures shall include:

a. Annexation review policies and procedures that allow the County not less than 20 days prior to the first reading of the ordinance considering such annexation(s) to review the proposed annexation(s);
b. Dispute resolution procedures should the County object to any proposed annexation;
c. The requirement for a City Annexation Plan prior to the passage of any ordinance for annexation which shall include, at a minimum, a specific description of the proposed areas to be annexed, an assurance of land use compatibility, the schedule for the delivery of City-provided urban services to the area proposed for annexation, how the level of service standards will be met, the facilities to be provided and the responsible entity for said facilities, and, in the event of a voluntary annexation, the amount of any agreed upon water and/or sewer rebate that would be due to the petitioner.

~~. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a play setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:~~

~~a. How land use compatibility will be insured;~~
~~b. How facilities will be provided, and by which entity;~~
~~c. How level of service standards will be made consistent with this plan;~~
~~d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.~~

~~When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation~~

~~shall be provided by the City Manager to the County Administrator, the County's Growth Management Direction and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.~~

E. STAFF ANALYSIS

Background

On December 9, 2014, during consideration of an Agenda Item on a voluntary annexation, the Board of County Commissioners directed the County Attorney to bring back an item outlining the rules and procedures governing the annexation of property into the boundaries of the City of Tallahassee.

On February 10, 2015, the Board accepted a staff report on the rules governing annexation procedures and directed staff to prepare an amendment to the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I] to allow more time for the County to review proposed annexations prior to the City's first reading of the ordinance.

Additionally, Section 171.044, Florida Statutes, was amended in 2006, and now requires the City to provide the County with a copy of the notice of the annexation at least 10 days prior to the first publication of the notice of annexation. The City must publish notice of a voluntary annexation at least seven days prior to the first public hearing on the annexation ordinance; therefore, in accordance with the requirements of Chapter 171, Florida Statutes, and in keeping with the Board's desire to increase time for the County's review, a Comprehensive Plan amendment was deemed necessary.

County and City legal staff have coordinated regarding the proposed amendment and accompanying Interlocal Agreement. City legal distributed the proposed changes to multiple departments within the City and received no negative comments or concerns.

Consistency Determination

Goal 2 of the Intergovernmental Coordination Element is "To maintain and enhance the health, viability, and growth of the City of Tallahassee." Beneath this goal is a single implementing objective (2.1) that states, "The City of Tallahassee intends to expand its corporate limits to provide urban services to urbanized and urbanizing areas in the Urban Services Area, including the Southwood and Welaunee study areas as referenced in the Land Use Element."

The proposed revision to Policy 2.1.4 is consistent with both Goal 2 and Objective 2.1 of the Intergovernmental Coordination Element. The revised policy continues to allow for the expansion of the City's corporate limits; therefore, allowing for the provision of urban services to urbanized and urbanizing areas within the USA.

F. PUBLIC OUTREACH AND NOTIFICATION

Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House – January 14, 2016: No citizens attended this open house.

STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Workshop - January 14, 2015: The Local Planning Agency members inquired as to the City's stance on the proposed amendment. City legal staff stated that the amendment was still under review by several departments and a formal opinion would be provided at the LPA hearing on February 2nd.

Local Planning Agency Public Hearing - February 2, 2016: City legal staff stated that they had distributed the proposed changes to multiple departments within the City and received no negative comments or concerns. The Local Planning Agency recommended approval of the proposed amendment.

G. ATTACHMENTS:

Attachment #1 - Intergovernmental Coordination Element

INTERGOVERNMENTAL COORDINATION
GOALS, OBJECTIVES AND POLICIES

Goal 1: [I] (EFF. 1/27/94)

To promote maximum local government effectiveness, efficiency, and coordination through the identification and provision of mechanisms for resolving incompatible or conflicting statements within the local government comprehensive plan, and with the plans of other governmental entities.

DESIGNATION AND ROLE OF LPA
Objective 1.1: [I] (EFF. 1/27/94)

Designate the Tallahassee-Leon County Planning Commission to serve as the Local Planning Agency (LPA):

The LPA shall be responsible for coordinating the Comprehensive Plan of the City of Tallahassee and Leon County with the plans of other government entities, to include the School Board, other units of government providing service but not having regulatory authority over the use of land, and adjacent counties. This agency shall ensure coordination in establishing level of service standards for public facilities with any other entities having operational and maintenance responsibilities for such facilities.

Policy 1.1.1: [I] (EFF. 1/27/94)

The Local Planning Agency shall meet at least on a quarterly basis to provide regular opportunities for other entities to present their plans to the agency, and for the agency to communicate its plans to the other entities for the purpose of planning coordination. The agency shall serve as a recommending body to the City and County Commissions in resolving conflicts between the plans of the other entities with those of the city and the County.

Policy 1.1.2: [I] (EFF. 1/27/94)

The Local Planning Agency shall periodically coordinate with adjacent Local Planning agencies on issues of mutual interest, and shall serve as a mediating body where conflicts exist. Conflicts with other local governments which cannot be settled within a reasonable period of time, shall be resolved through the Regional Planning Council informal mediation process. It is the intent of the City and County that local development plans do not adversely affect adjacent governments.

Policy 1.1.3: [I] (EFF. 1/27/94)

The Local Planning Agency shall monitor the effectiveness and status of the comprehensive plan and make recommendations to the City and County Commissions, including preparation of the 5-year Evaluation and Appraisal reports as required by State Law.

Policy 1.1.4: [I] (EFF. 1/27/94)

As a means to monitor and evaluate plan implementation, a “target issues” process will be utilized to track dates and actions as shown in the plan. Actions having dates for accomplishment will be monitored on a monthly basis; others will be monitored semi-annually.

Policy 1.1.5: [I] (EFF. 1/27/94)

Within one year of plan adoption, the Local Planning Agency shall recommend to the City and to the County an optional education element for inclusion in the comprehensive plan.

Policy 1.1.6: [I] (EFF. 1/27/94; REV. EFF. 12/24/10)

The Tallahassee-Leon County Planning commission in its role as the Land development Regulation Commission shall be responsible for the following activities:

a) Reviewing proposed land development regulations and amendments for consistency with the Comprehensive Plan.
b) At the request of the city and County Commissions conduct audits of land development regulations to determine adequacy of their implementation and to identify any portion thereof appropriate for amendment.
c) Advising the Local Planning Agency and the City and County Commissions on Plan implementation issues for consideration as amendments to the 2010 Comprehensive Plan.
d) Assisting in the substantive development of amendments to the zoning code and subdivision regulations at the request of the City and County Commissions.

Policy 1.1.7: [I] (EFF. 1/27/94)

The Tallahassee-Leon County Planning Department will serve as the primary staff to the Local Planning Agency.

Policy 1.1.8: [I] (EFF. 1/27/94)

The Director of the Apalachee Regional Planning Council, the downtown Improvement Authority, the Capitol center Planning Commission, the Northwest Florida Water Management District, the two State Universities, and the community college shall be kept apprised of information being considered by the Planning Department.

Policy 1.1.9: [I] (EFF. 1/27/94)

Based upon a recommendation from the Local Planning Agency, the City and County shall, by 1992, develop a formalized agreement (or agreements) with the Leon County School Board regarding the use of school recreation facilities to help meet local park and recreation needs.

Policy 1.1.10: [I] (EFF. 1/27/94)

The Local Planning Agency shall serve as the coordination and monitoring mechanism to ensure the coordination of the permitting process in order to protect natural resources features through the appropriate location and intensity of development. This process shall be consistent with land development regulations designed to implement this plan.

CAPITAL INFRASTRUCTURE COORDINATION

Objective 1.2: [I] (EFF. 1/27/94)

By 1991, local government will designate a Utilities Coordinating Group to coordinate the installation and maintenance of utilities so as to avoid undue damage to utilities, roads, and

environmental features (including canopy roads) as a result of utilit1es and road construction and maintenance.

Policy 1.2.1: [I] (EFF. 1/27/94)

The City and County will jointly designate a utilities coordinating group whose membership will be open to all utilities providers. This coordinating group will meet on a regular basis and will serve in a technical capacity to assure coordination in the installation, maintenance, and repair of utilities.

Policy 1.2.2: [I] (EFF. 1/27/94)

By 1994, the utilities coordinating group will study and address options to encourage the long term burying of utility lines in Leon County. Priority will be given to areas where underground utilities can be incorporated into roadway construction and reconstruction projects. The coordinating group's analysis will present options for economic incentives, costs, and priorities.

DUPLICATION OF SERVICES

Objective 1.3: [I] (EFF. 1/27/94)

Identify and eliminate duplication of functions and services of the City of Tallahassee and Leon County.

Policy 1.3.1: [I] (City of Tallahassee) (EFF. 1/27/94)

The local government shall jointly fund an external professional analysis of how government services in Leon County and the City of Tallahassee should be combined. The analysis shall include both full consolidation of all services under one form of government and functional service area consolidation. The analysis shall be completed by 1993 and shall include:

a) An implementation plan providing governmental structure options.
b) A review of the functions of City and County departments, advisory boards, citizen boards, authorities, and committees to determine where separate but similar City and County functions could be performed more effectively by unified City-County entities.

Policy 1.3.1: [I] (Leon County) (EFF. 1/27/94)

The local government shall jointly fund an external professional analysis of how government services in Leon County and the City of Tallahassee should be combined. The analysis shall include both full consolidation of all services under one form of government and functional service area consolidation. The analysis shall be completed by 1992 and shall include:

a) An implementation plan providing governmental structure options.
b) A review of the functions of City and County departments, advisory boards, citizen boards, authorities, and committees to determine where separate but similar City and County functions could be performed more effectively by unified City-County entities.

Policy 1.3.2: [I] (EFF. 1/27/94)

The City and County, and their designated Local Planning Agency, will continue to work cooperatively with State and Regional water resources agencies to develop and implement a

comprehensive stormwater management plan. A stormwater utility will be developed by 1992 to prioritize and fund stormwater facility improvements.

Policy 1.3.3: [I] (EFF. 7/16/90)

The City of Tallahassee and Leon County shall maintain an interlocal contract for the provision of public park and recreation facilities and programs to all citizens of Leon County. Provision of park facilities shall be consistent with Policy 1.1.1 of the Parks and Recreation Element.

Policy 1.3.4: [I] (EFF. 7/16/90)

The Housing Trust Committee established by the City shall act as a clearinghouse and coordinating agency for all programs dealing with housing.

Policy 1.3.5: [I] (EFF. 4/10/09)

The Tallahassee-Leon County Local Hazard Mitigation Steering Committee shall review and update the adopted Leon County Local Mitigation Strategy as required by state law. The composition of the LMS Committee shall be comprised of a broad representation from governmental and private sector interests to ensure effective disaster mitigation coordination. The LMS Committee shall meet on a regular basis and provide an annual report to the City and County Commissions on the status of disaster mitigation efforts and recommendations for prioritization of disaster mitigation programs in the annual schedule of Capital Improvements.

ESTABLISHMENT OF CONCURRENCY MANAGEMENT

Objective 1.4: [I] (EFF. 7/16/90)

On or before February, 1991, have in place a Concurrency Management System (CMS) which will assure that development orders and permits when issued will not result in a reduction of the adopted level of service standards at the time that the impact of development occurs.

Policy 1.4.1: [I] (EFF. 7/16/90)

The CMS will include procedures to assure that development and permits will be approved only for those developments which will not degrade facilities level of service standards below those adopted in this plan.

Policy 1.4.2: [I] (EFF. 7/16/90)

The CMS will include guidelines for interpreting and applying level of service standards.

Policy 1.4.3: [I] (EFF. 7/16/90)

The City of Tallahassee and Leon County will be responsible for administration of the CMS, with ex officio advisory participation by the Leon County School Board.

Policy 1.4.4: [I] (EFF. 7/16/90)

Concurrency under the comprehensive plan shall become effective upon adoption of a Concurrency Management System.

Policy 1.4.5: [I] (EFF. 7/16/90)

The City of Tallahassee and Leon County will implement a concurrency management system which will be integrated into the permitting process for all development in Tallahassee and Leon County. Future capacity on the street and highway system will be coordinated with the MPO and the Florida DOT to ensure that adequate capacity will exist for future development.

Policy 1.4.6: [I] (EFF. 7/16/90)

Create a Special Transportation Area (STA) within the central city, as delineated on the STA map, which will allow a lower level of service. Development of the Special Transportation Area and backlogged and constrained facilities will be coordinated with the Florida Department of Transportation District III Office.

Policy 1.4.7: [I] (EFF. 6/6/08)

The City and County shall adhere to the Public School Concurrency and Facility Planning Interlocal Agreement, as required by Section 1013.33, F.S., which establishes procedures for, among other things, coordination and sharing of information; planning processes; school siting procedures; site design and development plan review; and school concurrency implementation.

CITIZEN PARTICIPATION

Objective 1.5: [I] (EFF. 7/16/90)

On a continuing basis, local government shall promote awareness and involvement of citizens of Tallahassee-Leon County in the comprehensive planning and plan implementation process. Specifically, the elected Commissions, and City and County staff agencies shall make full use of the local media, and shall conduct public workshops, meetings, and hearings tailored to achieve broad public knowledge of planning issues and to solicit public involvement in local decision making. Use of these techniques shall apply, at a minimum, to plan amendments and to development of the 5-year Evaluation and Appraisal Report.

Policy 1.5.1: [I] (EFF. 7/16/90)

Develop procedures to disseminate information and provide for timely citizen comment on plan amendments and in the plan evaluation and appraisal process.

Policy 1.5.2: [I] (EFF. 7/16/90)

Use citizen committees to make recommendations on the creation of, and amendments to, local growth management ordinances.

COORDINATION WITH COLLEGES AND UNIVERSITIES

Objective 1.6: [I] (REV. EFF. 6/26/98; REV. EFF. 4/10/09)

Florida State University, Florida A & M University, and Tallahassee Community College have all adopted master plans for their growth and development pursuant to applicable State statute and rules. The City of Tallahassee and Leon County will coordinate their land use, transportation, hazard mitigation, and utility planning with these institutions to assure that overall community needs are addressed and conflicts between the Plans are minimized.

Policy 1.6.1: [I] (EFF. 7/16/90)

The Mayor of the City of Tallahassee and the Chairman of the Leon County Board of County Commissioners will initiate at least annual meetings with representatives of Florida State University, Florida A & M University, and Tallahassee Community College in order to coordinate the plans of those institutions with local government planning efforts.

COORDINATION OF SEWER AND WATER PROVIDERS

Objective 1.7: [I] (EFF. 7/16/90)

By 1991, coordinate the extension of sewer and water infrastructure with designated service providers.

Policy 1.7.1: [I] (EFF. 7/16/90)

Designate providers of sewer and water infrastructure within specifically defined areas of the unincorporated County inside the Urban Service Area.

COMPREHENSIVE PLAN AMENDMENT PROCESS

Objective 1.8: [I] (EFF. 7/16/90)

Develop a joint comprehensive plan amendment procedure that is consistent with state statute.

Policy 1.8.1: [I] (REV. EFF. 8/17/92)

The Comprehensive Plan may be amended no more than twice a year at a joint City-County Commission meeting.

Policy 1.8.2: [I] (DEL. EFF. 12/10/02)

Reserved

Policy 1.8.3: [I] (EFF. 7/16/90)

All local rezoning and subdivision decisions within the jurisdiction of the County and City shall be the responsibility of the respective government.

Policy 1.8.4: [I] (REV. EFF. 7/1/04)

Citizen initiated future land use map amendment requests that have been withdrawn subsequent to receiving a recommendation from the LPA or which have been denied will have to wait until one amendment application period has passed before resubmitting a future land use map amendment request for the same parcel or parcels. Nothing in this policy will prohibit staff, LPA or elected commissions from initiating a map amendment on a previously denied request on subject parcel(s).

Policy 1.8.5: [I] (EFF. 6/6/08)

Coordinated reviews of proposed plan amendments shall include an analysis of the existing, planned and funded capacity of schools to serve development resulting from these approvals. The analysis, provided by the applicant working with the School District staff, shall reflect the need for additional schools and the financial feasibility of adding those facilities into the 5 year plan and/or 10-20 year plans.

Objective 1.9: [I] (EFF. 7/2/99)

The City of Tallahassee and Leon County will encourage the State of Florida to fulfill the goal of revitalizing downtowns.

Policy 1.9.1: [I] (EFF. 7/2/99)

It is local government's intent to work with the appropriate State agencies to jointly implement planning efforts to revitalize downtown. A progress report will be provided to the City Commission and the Board of County Commissioners by the Planning Department by January 1, 2004.

DISPUTE RESOLUTION

Objective 1.10: [I] (EFF. 4/2/10)

Leon County and the City of Tallahassee, respectively and/or collectively, shall establish procedures and mechanisms to reconcile differences on planning and growth management issues between local governments, regional agencies, and private interest.

Policy 1.10.1: [I] (EFF. 4/2/10)

Conflicts with governmental and/or non-governmental entities having existing agreements with Leon County and/or the City of Tallahassee shall be resolved using the procedures established in those agreements to the extent that the referenced agreements contain provisions addressing the resolution of disputes.

Policy 1.10.2: [I] (EFF. 4/2/10)

For those governmental and/or non-governmental entities whose planning and/or growth management issue of dispute is not covered by an existing agreement with Leon County and/or the City of Tallahassee, the County Manager or the City Manager, respectively, shall direct the appropriate level staff to work with the staff of the other governmental and/or non-governmental entity to resolve any such conflicts.

Policy 1.10.3: [I] (EFF. 4/2/10)

If an agreement cannot be reached through the procedures specified in Policies 1.10.1 and 1.10.2, Leon County and/or the City of Tallahassee shall utilize the dispute resolution process established by Apalachee Regional Planning Council pursuant to Section 186.509, Florida Statutes. However, nothing contained herein shall preclude any party to a dispute from seeking judicial or administrative remedy as provided otherwise by the law.

Goal 2: [I] (EFF. 7/16/90)

To maintain and enhance the health, viability, and growth of the City of Tallahassee.

ANNEXATION POLICY
Objective 2.1: [I] (EFF. 7/16/90)

The City of Tallahassee intends to expand its corporate limits to provide urban services to urbanized and urbanizing areas in the Urban Services Area, including the Southwood and Welaunee study areas as referenced in the Land Use Element.

Policy 2.1.1: [I] (EFF. 7/16/90)

The City of Tallahassee will pursue annexation. Such pursuit shall be of all neighborhoods regardless of socioeconomic status and in all directions outward from the present City limits. The City is required to provide full urban services to areas that are annexed.

Policy 2.1.2: [I] (EFF. 7/16/90)

Leon County will support the City's annexation efforts in the Urban Services Area.

Policy 2.1.3: [I] (EFF. 12/14/04)

The City shall maintain a map of annexation study areas. The annexation study areas map shall be amended at least biennially to add additional areas which qualify for annexation. The City shall provide the County with a copy of the amended annexation study area maps after each amendment.

Policy 2.1.4: [I] (EFF. 12/14/04)

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

a. How land use compatibility will be insured;
b. How facilities will be provided, and by which entity;
c. How level of service standards will be made consistent with this plan;
d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Director and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the

Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE -PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCT201610
Future Right of Way Needs Map

SUMMARY		
Applicant:	**Proposed Change**	**TLCPD Recommendation:**
Tallahassee-Leon County Planning Department	Update the Future Right-Of-Way Needs Map	Approve
TLCPD Staff:	**Comprehensive Plan Element**	**LPA Recommendation:**
Artie White	Mobility Element	Approve
Contact Information:	**Policy Number(s)**	
Artie.White@Talgov.com (850) 891-6432	Map 27	
Date: January 8, 2016	Updated: February 10, 2016	

A. SUMMARY OF AMENDMENT:

The Future Right-of-Way Needs Map is included within the Mobility Element of the Tallahassee-Leon County Comprehensive Plan. Its purpose is to identify roadway corridors where public right-of-way is needed to implement locally identified transportation projects.

The proposed amendment would update the Future Right-Of-Way Needs Map (Map 27) to reflect right-of-way that is needed to implement Leon County Sales Tax Extension projects, Blueprint 2000 projects, and projects identified in the 2040 Regional Mobility Plan Cost Feasible Plan. The proposed amendment would also remove projects from the map that are completed or have the right-of-way needed to complete the project.

B. RECOMMENDATION:

Find that the proposed amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

C. FINDINGS

1. The proposed amendment is consistent with Comprehensive Plan Policy 1.6.1(a): [M], Policy 1.6.3: [M], Policy 1.6.4: [M], and Policy 1.6.5: [M]
2. The proposed amendment is consistent with previous City and County Commission actions, including the adoption of the Leon County Sales Tax Extension Final Report and the adoption of the 2040 Regional Mobility Plan
3. The proposed amendment is consistent with Planning Department and Blueprint 2000 projects by showing the projects that need right-of-way for implementation

D. PROPOSED POLICY CHANGE

See Attachment #1.

E. STAFF ANALYSIS

Background

The Future Right-of-Way Needs Map was last updated during the 2013-1 Comprehensive Plan amendment cycle. Since that time, the Leon County Sales Tax Extension Committee's Final Report was completed and voters approved the sales tax extension by referendum. Additionally, the Long Range Transportation Plan (Regional Mobility Plan) was completed for the 2040 planning horizon.

Projects from the Sales Tax Extension Final Report and Regional Mobility Plan that will need right-of-way prior to construction are included on the proposed Future Right-of-Way Needs Map (Attachment#1). The proposed Future Right-of-Way Needs Map also removes projects that were on the adopted Future Right-of-Way Needs Map that are completed or have the right-of-way needed to complete the project. Corridors proposed for removal from the Future Right-of-Way Needs Map are shown on Attachment #2. Attachment #2 is for illustrative purposes only and is not intended to be adopted into the Mobility Element of the Comprehensive Plan.

Transportation Corridors being removed from the Future Right-of-Way Needs Map include:

- Capital Circle NW
- Segments of Capital Circle SW
- Interstate 10 west of Capital Circle NW
- Pensacola Street west of Capital Circle SW
- Gaines Street
- FAMU Way Extension
- South Adams Street
- Tram Road
- Paul Russell Road Extension
- Woodville Highway south of Capital Circle SE

- Apalachee Parkway west of Blair Stone Road
- Betton Road Extension
- Weems Road

Consistency Determination

Updating the Future Right-of-Way Needs Map to include designated transportation corridors that will need right-of-way for implementation is consistent with Policy 1.6.3: [M] which states:

> Future right-of-way needs for selected transportation corridors designated for improvement in the Tallahassee-Leon County Comprehensive Plan are generally depicted in the table below and in the Future Right-of-Way Needs Map and the Long Range Transportation Plan.

Processing this amendment concurrently with the Long Range Transportation Plan (also known as the Regional Mobility Plan) update is consistent with Policy 1.6.5 [M], which states:

> The Future Right-of-Way Needs Map shall be reviewed, and updated if necessary, every five years concurrent with the Long Range Transportation Plan update, or more frequently as necessary to address the growth and mobility needs of the local government.

Timely updating of The Future Right-of-Way Needs Map is critical, as the map is used to determine if Development Orders require conveyance of transportation rights-of-way as a condition of plat or development approval, consistent with Policy 1.6.1 [M] which states:

> Development orders may require conveyance of transportation rights-of-way consistent with a Future ROW Needs Map and Future Right-of-Way Needs and Access Classifications Table, as a condition of plat or development approval, provided that any required dedication shall not exceed the amount of land that is roughly proportionate to the impacts of the development on the transportation network.

The Future Right-of-Way Needs Map is also used to review proposed development plans on designated future transportation corridors consistent with Policy 1.6.4 [M] which states:

> All proposed development plans on designated future transportation corridors shall be reviewed for consistency with the Future Right-of-Way Needs Map, the Long Range Transportation Plan, and any specific alignment or engineering studies and shall be consistent with identified right-of-way needs for designated future transportation corridors as a condition of development approval.

F. PUBLIC OUTREACH AND NOTIFICATION

Below is a list of all outreach and notification to the public regarding this proposed amendment:

Public Outreach		Date	Details
X	First Public Open House	November 19, 2015	5:30 PM, Second Floor, Frenchtown Renaissance Center
X	Staff Reports Available Online	January 14, 2016	Email Subscription Notice sent to all users of service
X	Second Public Open House	January 14, 2016	5:30 PM, Second Floor, Frenchtown Renaissance Center

First Public Open House - November 19, 2015: Five citizens attended the first open house to discuss the 2016 Cycle amendments. All citizens in attendance received a mail notice of the proposed changes, which indicates that all attendees lived within 1000 feet of one of the subject sites. The majority of comments and questions focused on clearly understanding the proposed amendments, and staff was able to discuss with each citizen the objectives of the proposed changes.

Second Public Open House - January 14, 2015: No citizens attended the second open house.

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	Local Planning Agency Workshop	January 14, 2016	9:00 AM, Second Floor, Frenchtown Renaissance Center
X	Local Planning Agency Public Hearing	February 2, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Workshop - January 14, 2015: The Local Planning Agency members requested a map showing transportation corridors being removed from the Future Right-of-Way Needs Map. This map is included as Attachment #2. References to Attachment #1 and Attachment #2 were added to page 2 of this staff report. A list of the corridors being removed was added to pages 2 and 3 of this staff report.

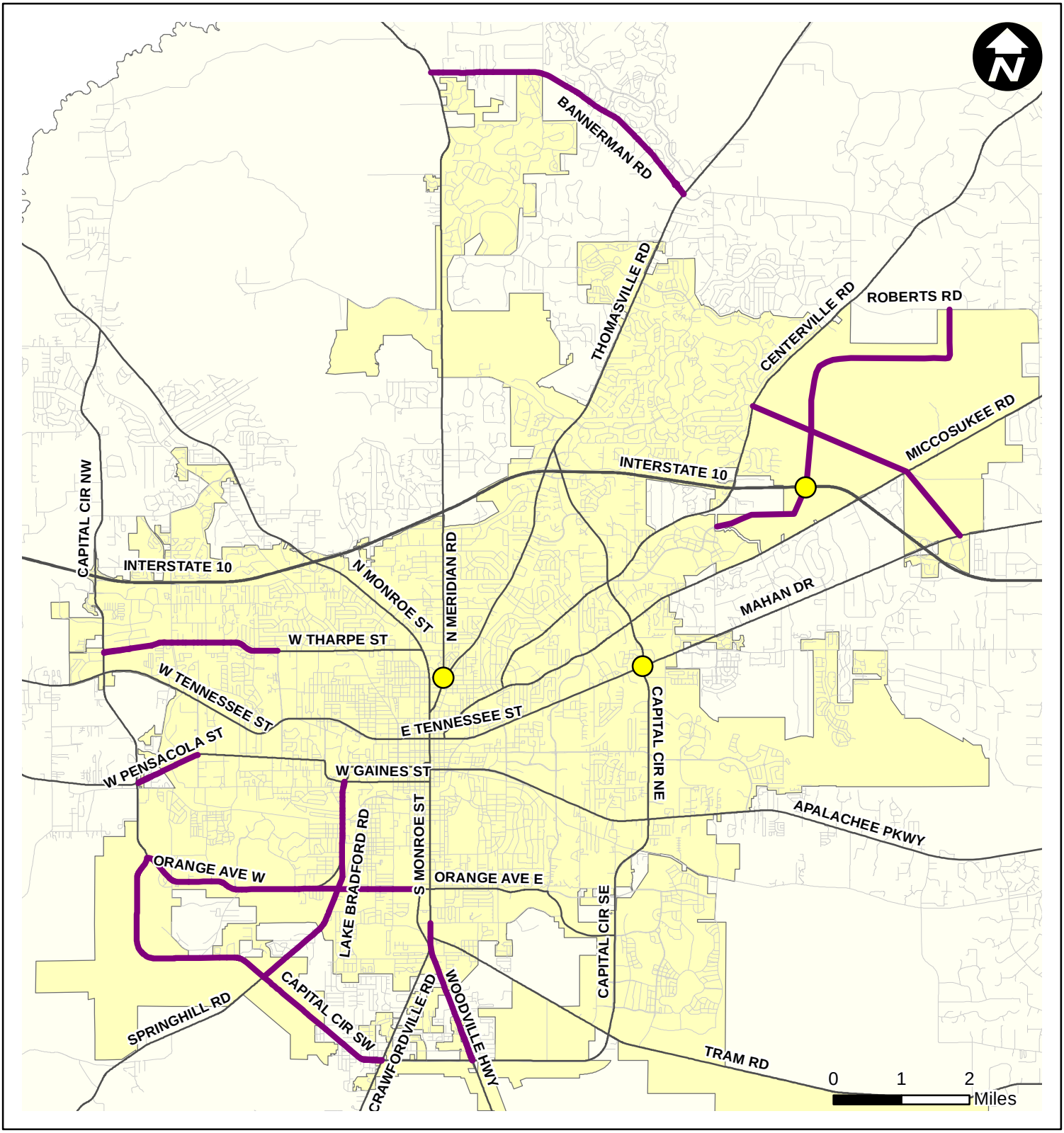
Local Planning Agency Public Hearing - February 2, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS:

Attachment #1 – Proposed Future Right-of-Way Needs Map

Attachment #2 –Future Right-of-Way Needs Map Modifications

Future Right-of-Way Needs Map



DRAFT

Legend

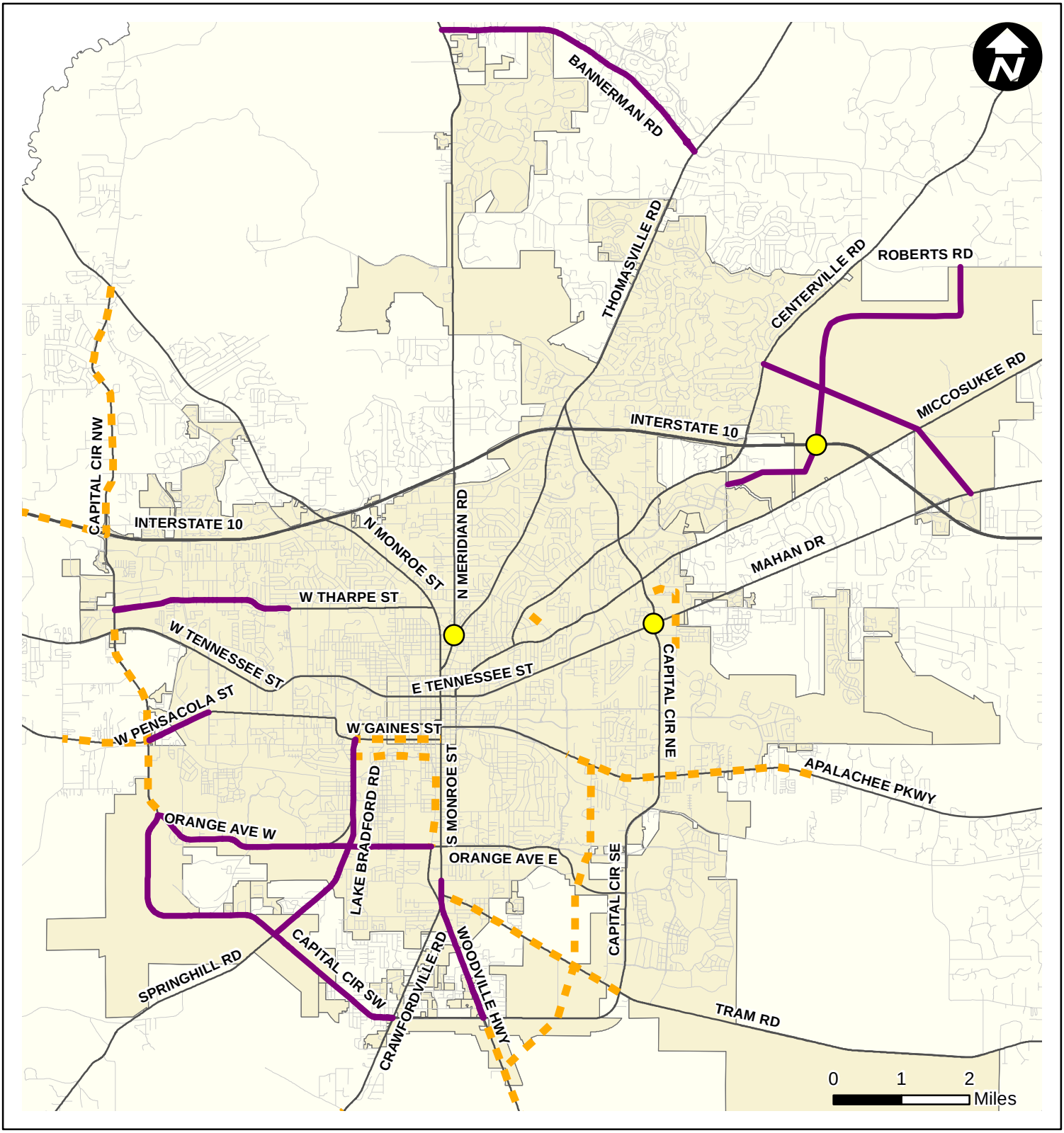
- Transportation Systems Management
- Roadway Projects
- City of Tallahassee Limits

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT

24 September 2015

2016 Comprehensive Plan Cycle

Future Right-of-Way Needs Map Modifications



Legend

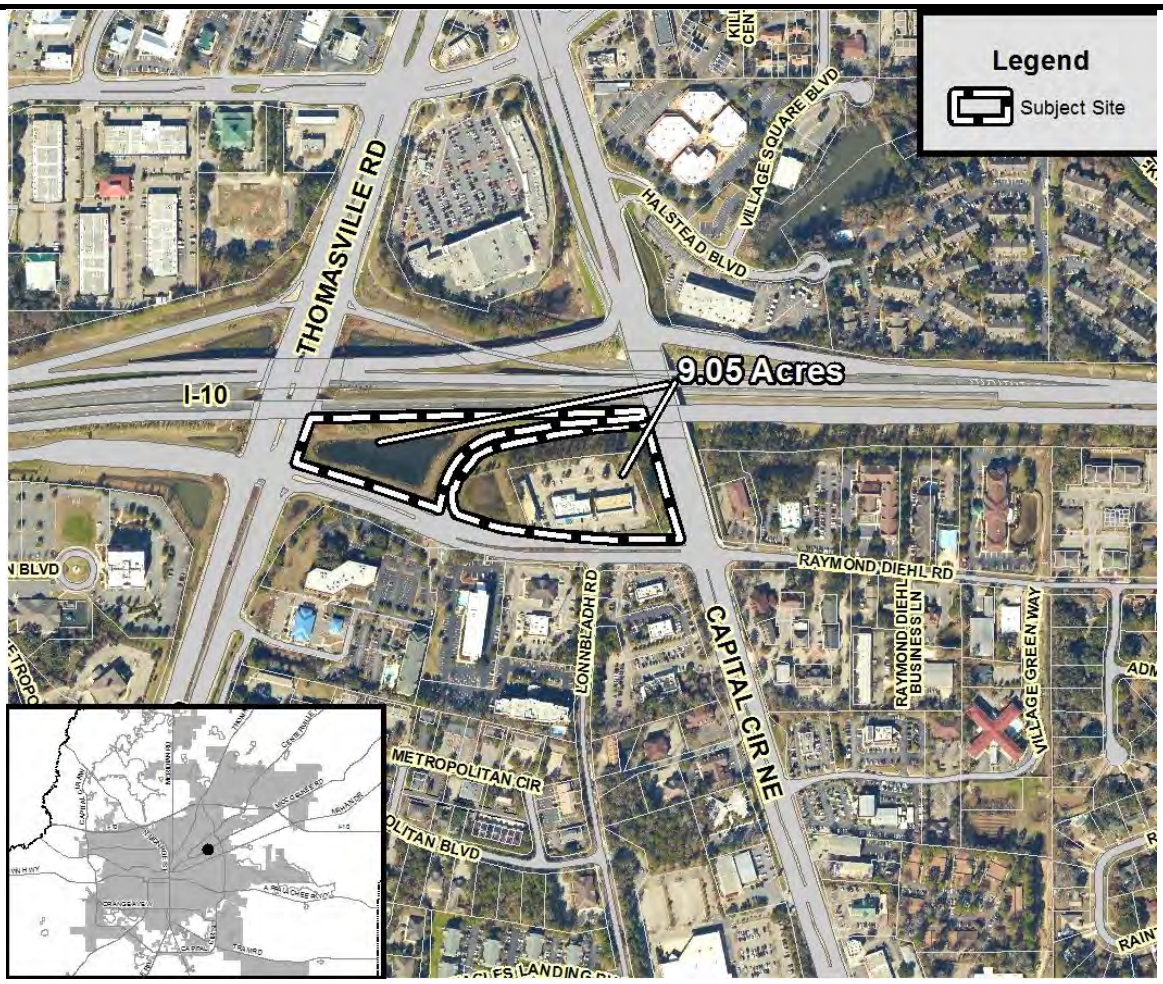
- Transportation Systems Management Projects
- Roadway Projects Proposed for Future Right-of-Way Needs Map
- Projects Proposed for Removal from Current Future Right-of-Way Needs Map
- City of Tallahassee Limits

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT

20 January 2016

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

2016 Comprehensive Plan Amendment Cycle
PCM201611
Drury Inn and Suites



SUMMARY

Property Owners:	Property Location:	TLCPD Recommendation:
Drury Development Corporation **Applicant:** Drury Development Corporation	Parcel located at 1690 Raymond Diehl Road and adjacent vacant lands owned by the Florida Department of Transportation	Approve and expand amendment as recommended by staff
TLCPD Staff:	**Current Future Land Use & Zoning:**	**LPA Recommendation:**
Megan Doherty	Future Land Use: Suburban Zoning: Commercial Parkway	Approve with expansion area recommendation
Contact Information:	**Proposed Future Land Use & Zoning:**	
Megan.Doherty@talgov.com (850) 891-6441	Future Land Use: Activity Center Zoning: Activity Center	
Date: February 15, 2016	Updated: March 16, 2016	

A. SUBJECT AREA

This is a request to change the Future Land Use Map (FLUM) designation of a 9.05 acre area ("Subject Area") bounded by Raymond Diehl Road to the south, Capital Circle NE to the east, Interstate 10 to the north, and Thomasville Road to the west. Within the Subject Area, there is single, 2.73 acre developed parcel located at 1690 Raymond Diehl Road containing an approximately 23,000 square foot shopping center. The majority of the Subject Area is vacant land owned by the Florida Department of Transportation (FDOT) for the purposes of stormwater infrastructure and right-of-way associated with I-10 and Capital Circle (SR 319).

B. REASON FOR REQUESTED CHANGE

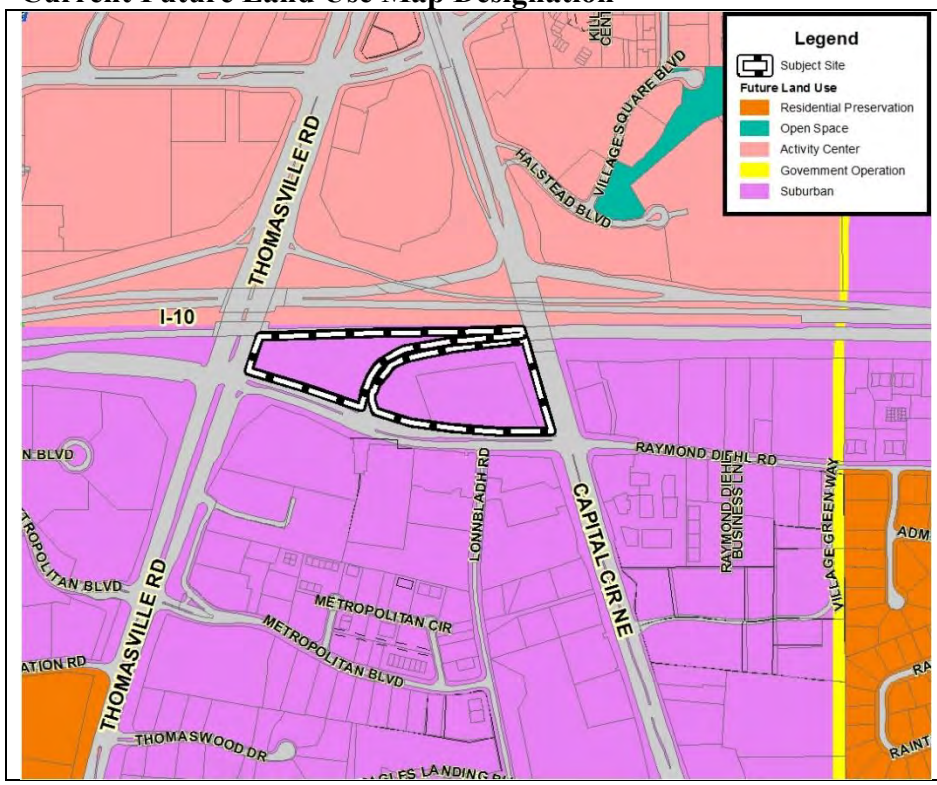
The applicant, Drury Development Corporation, is under contract to purchase the Subject Site and intends to remove the existing buildings and construct a 180 room, seven-story hotel totaling 105,000 S.F. in size. The site's current FLUM designation allows for a maximum development intensity of 25,000 square feet per acre, limiting development of the site to a total of 68,250 square feet; therefore, a change to a more intense FLUM designation is necessary to accommodate the proposed development program. Staff is recommending the future land use change be expanded to include the FDOT owned lands surrounding the parcel located at 1690 Raymond Diehl Road to avoid creating an enclave.

C. CURRENT AND PROPOSED FUTURE LAND USE DESIGNATION

The Subject Area is currently designated Suburban on the FLUM. The proposed amendment would change the FLUM designation of the area to Activity Center.

The following maps illustrate the current and proposed FLUM designations for the Subject Area.

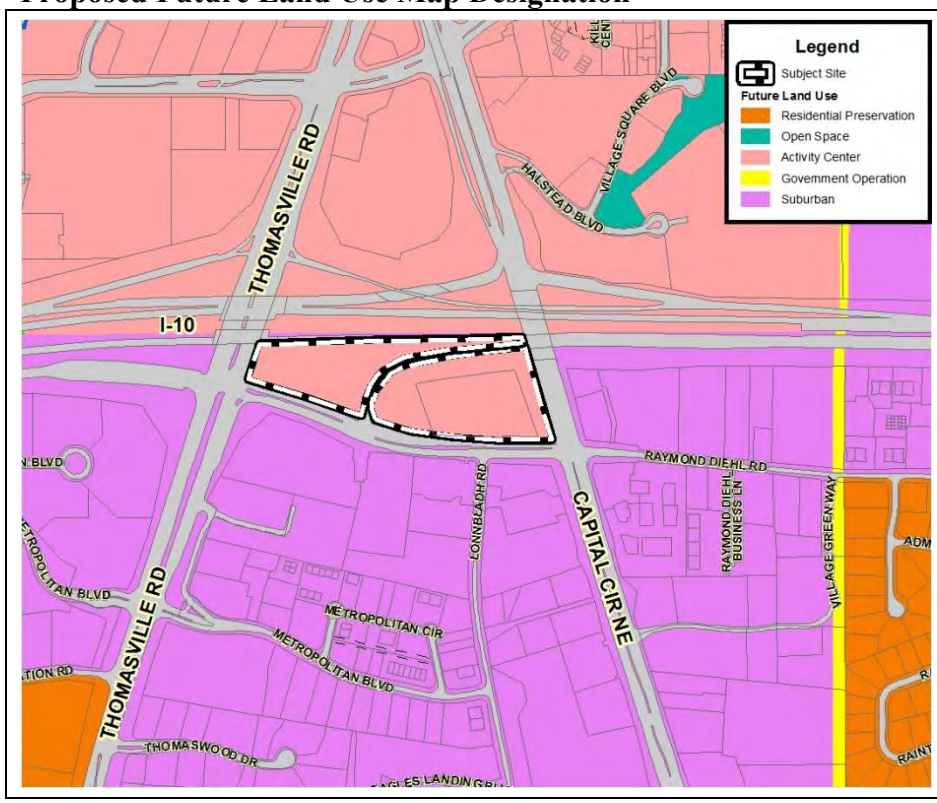
Current Future Land Use Map Designation



Current Designation

- Suburban (SUB)

Proposed Future Land Use Map Designation



Proposed Designation

- High Intensity Activity Center (AC)

D. RECOMMENDATION

Find that the proposed future land use maps amendment is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **ADOPTION** of the proposed amendment.

Find that the proposed rezoning is consistent with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and recommend **APPROVAL** of the proposed rezoning.

E. FINDINGS

Staff presents the following findings of fact:

1. Policy 2.2.9 [L] states that the High Intensity Activity Center future land use category is intended to "promote efficiency of the transportation system by consolidating trips and discouraging unabated sprawl of commercial activities."

   The proposed hotel would also be accessible to people traveling via regional highways including Thomasville Road (US319/SR61) and Capital Circle NE (SR261). The availability of hotel lodgings near state highways and interstate roadways promotes efficiency of the transportation system as well as provides compatible uses in close proximity to these roadways.

2. Sec. 10-167 of the Tallahassee Land Development Code specifically states that the High Intensity Activity Center "district is intended to provide large scale commercial activities to serve the retail market of region as well as the community." The availability of commercial activities such as hotel lodgings serves the needs of the community by providing room rentals to support events and tourism.

F. STAFF ANALYSIS

<u>History and Background</u>

The Subject Area is comprised of vacant lands owned and managed by the Florida Department of Transportation and a single, developed parcel located at 1690 Raymond Diehl Road. This parcel is currently developed with three one-story buildings containing retail, restaurant, and other commercial uses.

The applicant, Drury Development Corporation, is under contract to purchase the developed parcel located at 1690 Raymond Diehl Road. The proposed development plan for the site includes the removal of the existing buildings and the construction of a 180 room, seven-story hotel. The proposed development would total approximately 105,000 square feet in size.

The site's current FLUM designation (Suburban) allows for a maximum development intensity of 25,000 square feet per acre, limiting development of the site to a total of 68,250 square feet. The proposed amendment would change the Subject Site's FLUM designation to Activity Center, a more intense designation which would allow for the proposed development program.

As part of this proposed land use change, staff and the Tallahassee-Leon County Planning Commission are recommending the state lands surrounding the site south of Interstate 10 are also changed to the Activity Center future land use category. In the areas surrounding Interstate 10, the future land use designation of state lands containing stormwater ponds and other infrastructure supporting Interstate 10 was made consistent with the surrounding parcels. North of Interstate 10, all lands, including vacant state lands, are designated Activity Center; all lands south are currently designated Suburban. Only changing the future land use designation of the parcel located at 1690 Raymond Diehl Road would result in an enclave.

Current and Proposed Future Land Use Categories

The complete comprehensive plan policies for Suburban (Policy 2.2.5) and High Intensity Activity Center (Policy 2.2.9) are included as Attachment #1.

Suburban (Current)

The Subject Site is currently designated Suburban on the FLUM. Land Use Element Policy 2.2.5 outlines the intent of the Suburban land use category, which is to create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. In general, the category allows for a wide range of uses, including housing, retail/office, and light industrial. Commercial development within the Suburban category is generally limited to a maximum development intensity of 25,000 square feet per acre.

High Intensity Activity Center (Proposed)

The proposed FLUM designation for the Subject Site is High Intensity Activity Center. The High Intensity Activity Center land use category allows for a wide range of uses to support community wide or regional commercial activities. Land Use Element Policy 2.2.9 outlines the intent of the High Intensity Activity Center land use category, which is to provide large scale commercial activities to serve retail needs of large portions of the population. Policy 2.2.9 also states that allowed uses on lands designated as High Intensity Activity Center promote "efficiency of the transportation system by consolidating trips and discouraging unabated sprawl of commercial activities."

The Subject Site's proposed High Intensity Activity Center future land use designation is consistent with properties to the north of the site and would allow the site to develop in a compatible manner.

Consistency with Comprehensive Plan

The proposed amendment is consistent with the following goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan.

- Policy 2.2.9 [L] states the High Intensity Activity Center designation is intended to provide large scale commercial activities to serve retail needs of large portions of the population.

The availability of commercial activities such as hotel lodgings serves the needs of the community by providing room rentals to support events and tourism.

The Subject Site is accessible to a large proportion of the Leon County and surrounding counties' populations via Interstate 10 and two regional highways: Thomasville Road (US319/SR61) and Capital Circle NE (SR261).

- Policy 2.2.9 [L] states that the High Intensity Activity Center designation is intended to promote efficiency of the transportation system by consolidating trips and discouraging unabated sprawl of commercial activities.

The Subject Site is adjacent to Interstate 10 and two regional highways: Thomasville Road (US319/SR61) and Capital Circle NE (SR261). The Subject Site would be accessible to people traveling to Tallahassee and Leon County via regional and interstate highways. The availability of commercial activities including hotel lodgings near state highways and interstate roadways promotes efficiency of the transportation system.

The Subject Site is located in an area of town already developed with regional and large scale commercial centers. Locating commercial activities including hotel lodgings in this area of Leon County will not contribute to sprawl of commercial activities.

- Policy 1.1.5 [L] states that Future Land Use Map densities and intensities are intended to reflect the availability of capital infrastructure.
- Policy 1.1.7 [L] requires that higher density and mixed use development and its ancillary activities shall be channeled into locations which have proper access to the existing transportation system; minimal environmental constraints; sufficient stormwater treatment capacity; compatible existing land use and readily available sewer and water infrastructure.

The Subject Site has access to all urban services and infrastructure.

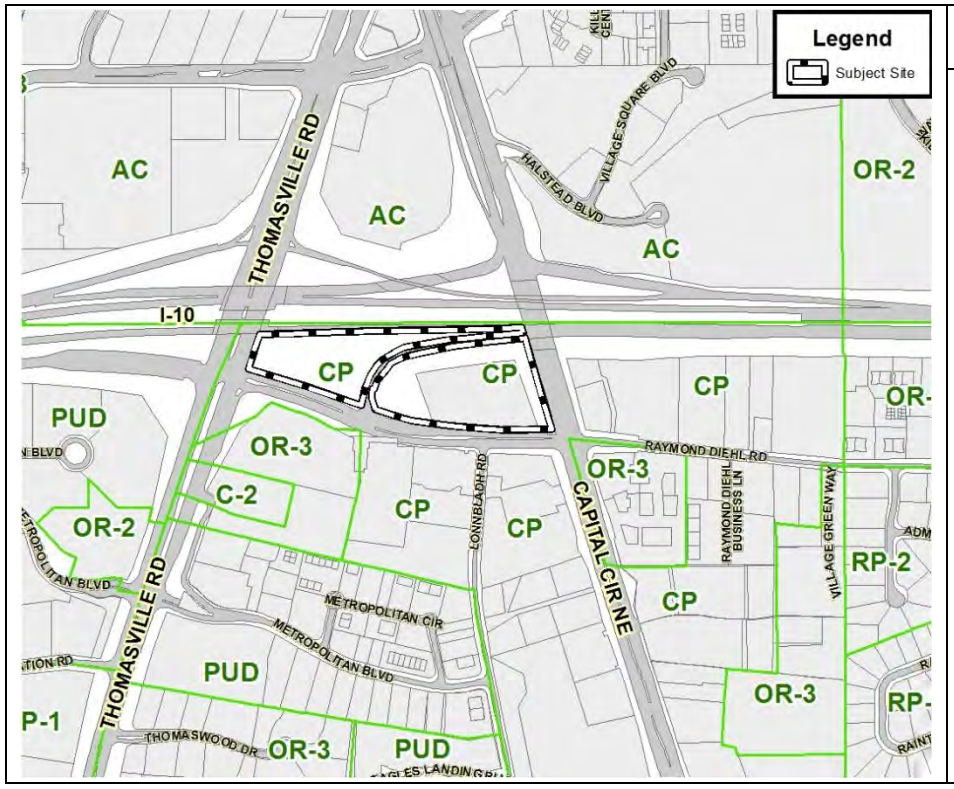
Zoning

The Land Development Code sections for Commercial Parkway (Sec. 10-258) and High Intensity Activity Center (Sec. 10-167) zoning is included as Attachment #2.

A zoning change from Commercial Parkway (CP) to High Intensity Activity Center (AC) is requested to implement the proposed amendment to the FLUM. These zoning districts allow a wide variety of uses, including multifamily residential, large scale and regional retail and commercial centers, office, community facilities, and professional services. Compared to allowable densities and intensities within the Commercial Parkway zoning district, however the High Intensity Activity Center allows development of greater residential densities and commercial intensities per acre, which is more suitable for this location adjacent to Interstate 10 and Capital Circle NE.

The following maps illustrate the current and proposed zoning for the Subject Site.

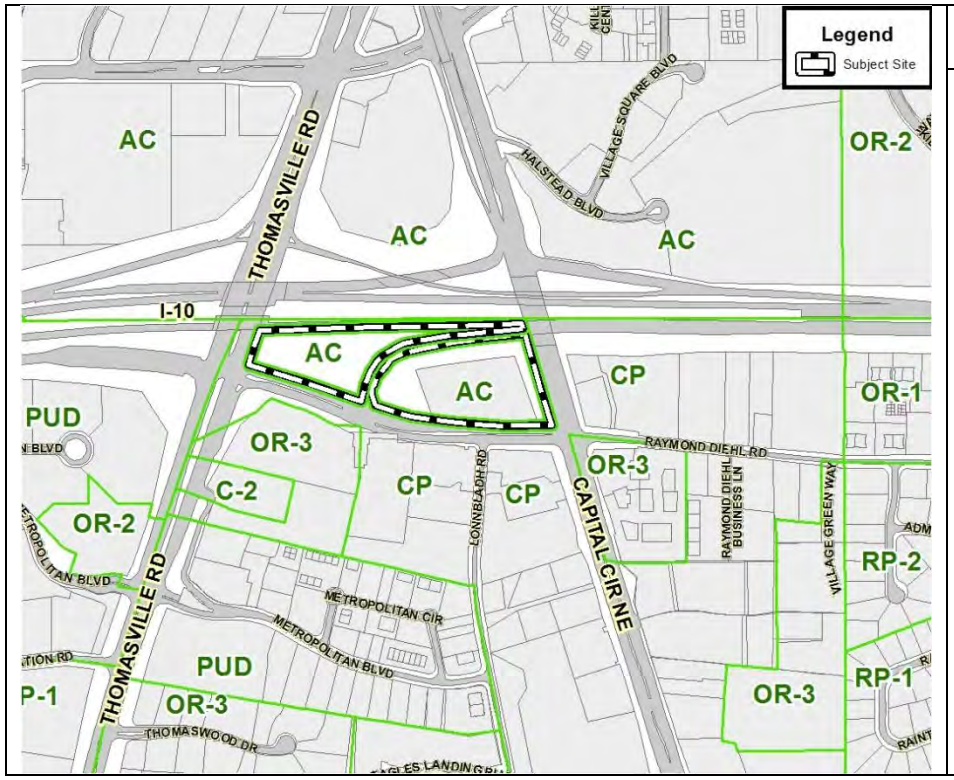
Current Zoning



Current District

- Commercial Parkway (CP)

Proposed Zoning



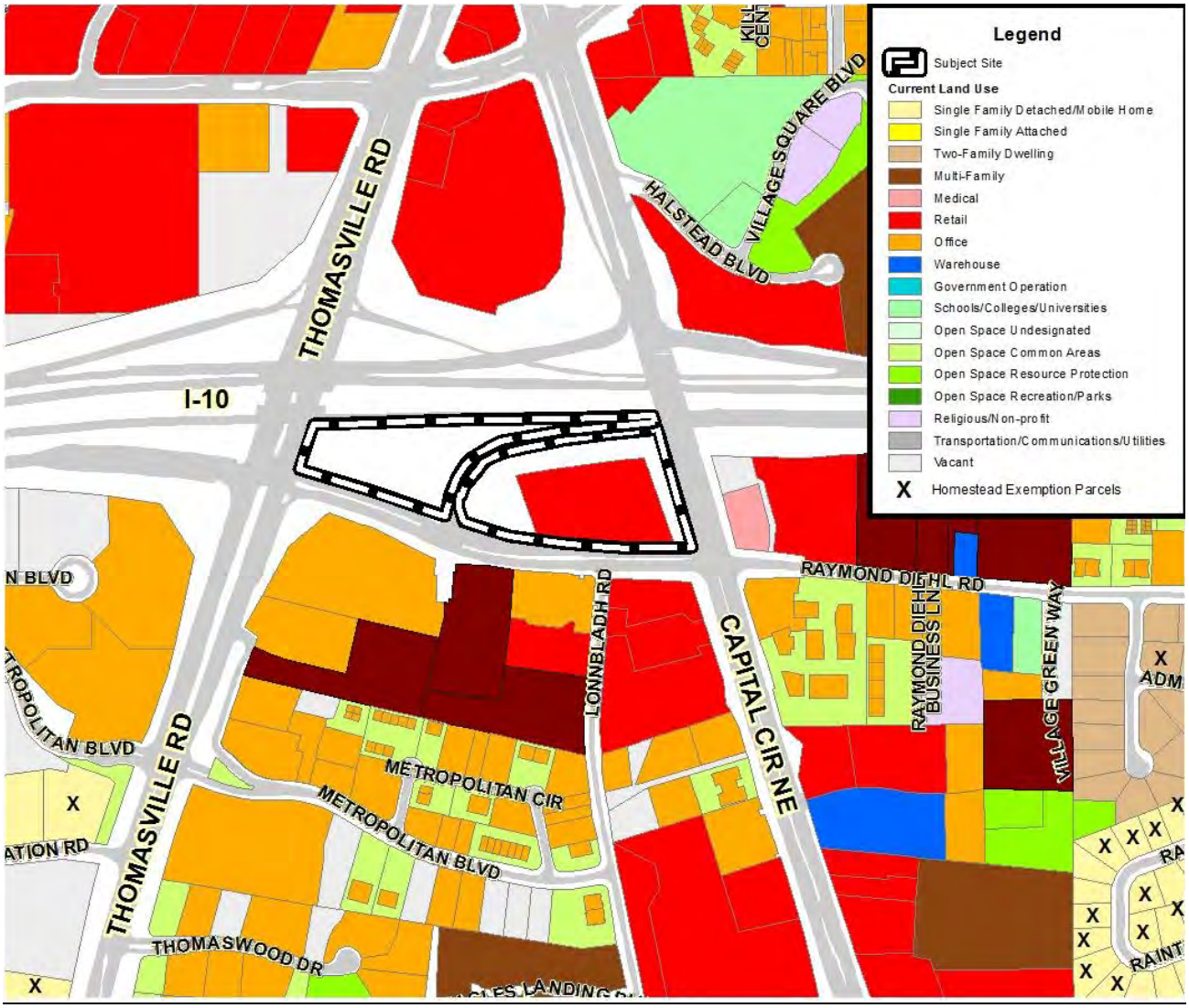
Proposed District

- High Intensity Activity Center (AC)

Existing Land Uses

The existing uses on the 2.73 acre occupied parcel located at 1690 Raymond Diehl Road within the Subject Area are retail, consistent with the majority of the surrounding uses. This parcel is currently developed with three one-story buildings containing retail, restaurant, and commercial uses. The remaining lands comprising the Subject Area are stormwater ponds and vacant lands supporting the roadway infrastructure for Interstate 10. The lands are currently owned by the Florida Department of Transportation. Beyond those infrastructure uses, to the north, east and south of the Subject Site are retail uses and to the west are office uses.

Existing Land Use Map



Services Analysis

Water/Sewer

The Subject Area is currently served by City of Tallahassee potable water and sewer services.

Schools

The Subject Area is zoned for Gilchrist Elementary School, Cobb Middle School, and Leon High School.

School concurrency impact forms have been submitted to the Leon County School Board's Division of Facilities, Construction and Maintenance as required. However, the proposed development is not expected to have any impact on school capacity as the site is proposed for commercial and not residential development.

Roadway Network

The developed parcel is served by Raymond Diehl Road (minor collector).The site is located outside of the Multimodal Transportation District (MMTD) and future development may be subject to transportation concurrency.

Pedestrian and Bicycle Network

Pedestrian access to the Subject Area is provided via sidewalks along Raymond Diehl Road and Capital Circle NE. Bicycle access to the site is provided via on-street bike lanes on Raymond Diehl Road and Capital Circle NE.

Transit Network

The Subject Area is serviced by StarMetro's Tall Timbers route with 40 minute headways along Capital Circle NE. There are no bus stops adjacent to the Subject Site along Raymond Diehl Road. Bus stops along Capital Circle NE are located within one-quarter mile of the Subject Site.

Environmental Analysis

The parcel located at 1690 Raymond Diehl Road is currently fully developed; therefore, impacts to sensitive environmental features are not expected. The existing uses of the state-owned lands as stormwater management facilities and vacant lands are not anticipated to change as a result of this proposed future land use change.

F. PUBLIC OUTREACH AND NOTIFICATION

An initial mailing was sent to 100 property owners within 1,000 feet of Subject Site.

Public Outreach		Date	Details
X	Mail Notification of Proposed Changes	February 16, 2015	Notices Mailed to Property Owners within 1000 feet
X	Notice of Proposed Land Use Change and Rezoning	February 17, 2015	Two signs providing details of proposed land use and zoning changes posted on Subject Site
X	Staff Reports Available Online	January 8, 2016	Email Subscription Notice sent to all users of service

G. STAFF REPORT UPDATE

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

Cycle 2016 Meetings		Dates	Time and Locations
X	City Commission Meeting (Acceptance of Application)	February 9, 2016	4:00PM, Second Floor Tallahassee City Hall
X	Local Planning Agency Public Hearing	March 1, 2016	6:00 PM, Second Floor, Frenchtown Renaissance Center
X	Joint City-County Commission Workshop	March 8, 2016	1:30 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Transmittal Public Hearing	April 12, 2016	6:00 PM, Fifth Floor, Leon County Courthouse
	Joint City-County Adoption Public Hearing	May 24, 2016	6:00 PM, Fifth Floor, Leon County Courthouse

Local Planning Agency Public Hearing - March 1, 2016: The Local Planning Agency recommended approval of this proposed amendment.

H. ATTACHMENTS

Attachment #1: Comprehensive Plan policies for Policy 2.1.1 Suburban (Policy 2.2.5) and High Intensity Activity Center (2.2.9) Land Uses

Attachment #2: Land Development Code sections for Commercial Parkway (Sec. 10-258) and High Intensity Activity Center District (Sec. 10-167) Zoning Districts

Supporting Comprehensive Plan Policies

Policy 2.2.5: [L] SUBURBAN

To create an environment for economic investment or reinvestment through the mutually advantageous placement of employment and shopping opportunities with convenient access to low to medium density residential land uses. Employment opportunities should be located near residential areas, if possible within walking distance. This category recognizes the manner in which much of Tallahassee-Leon County has developed since the 1940s. The category predominantly consists of single-use projects that are interconnected whenever feasible. Mixed-use projects and the principles of traditional neighborhood developments are encouraged, though not required. The Suburban category is most suitable for those areas outside of the Central Core. However, additional areas inside the Central Core may be designated as appropriate based on existing land use pattern. To complement the residential aspects of this development pattern, recreational opportunities, cultural activities, commercial goods and services should be located nearby. To reduce automobile dependency of residents and employers alike, mass transit stops should be located at large commercial centers and appropriate street and pedestrian connections established between commercial and residential areas. Except within mixed use centers, larger scale commercial development should be buffered from adjacent residential neighborhoods. Development shall comply with the Suburban Intensity Guidelines. Business activities are not intended to be limited to serve area residents; and as a result may attract shoppers from throughout larger portions of the community.

Suburban Intensity Guidelines (EFF. 3/14/07; REV. EFF. 7/14/14)

Table 4: Suburban Intensity Guidelines

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Low Density Residential	Residential, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE [4]	10,000 SQ FT/ACRE	65-80%
Low Density Residential Office	Residential, Office, Recreation, Light Infrastructure & Community Service	0 to 8 UNITS/ ACRE [4]	10,000 SQ FT/ACRE [5]	
Medium Density Residential	Residential, Recreation, Light Infrastructure & Community Service	8 to 16 UNITS/ ACRE	20,000 SQ FT/ACRE	
Medium Density Residential Office	Residential, Office, Ancillary 1st Floor Commercial, Recreation, Light Infrastructure, Community Service & Post-Secondary Schools	8 to 20 UNITS/ ACRE	20,000 SQ FT/ACRE [6]	65-80%

Development Patterns	Allowed Land Uses	Gross Residential Density	Non-Res Intensity	Percentage Mix of Uses
Village Center	Residential, Office, Commercial up to 50,000 SQ FT, maximum business size. Centers shall not be located closer than ¼ mile to another village center or commercial development including more than 20,000 SQ FT of floor area.	8 to 16 UNITS/ ACRE	12,500 SQ FT/ACRE per parcel for center 20 acres or less (7)	
Urban Pedestrian Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 16 UNITS/ ACRE (3)	Up to 20,000 SQ FT/ACRE (3)	35-50%
Suburban Corridor	Residential, Office, Commercial, Recreation, Light & Heavy Infrastructure & Community Service	Up to 16 UNITS/ ACRE	Up to 25,000 SQ FT/ACRE (8)	
Medical Center	Residential, Office, Commercial, Recreation, Light Infrastructure & Community Service	6 to 20 UNITS/ ACRE (1)	80,000 SQ FT/ACRE (2)	
Business Park	Office, Residential and Commercial	Up to 16 UNITS/ ACRE	20,000 SQ FT/ ACRE	5-10%
Light Industrial	Office, Commercial up to 10,000 SQ FT per business, Light Industrial, Recreation, Light & Heavy Infrastructure, Community Service & Post-Secondary Schools and ancillary residential	1 UNIT/ DEVELOP MENT	20,000 SQ FT/ ACRE (9)	

Notes:
(1) 8 units/acre minimum for exclusively residential;
(2) Hospitals up 176,000 sq ft/acre;
(3) 20 units/acre and 40,000 sq ft/acre for multiple use development; Combined residential and non-residential development may have up to 40,000 SF and up to a six story building. Residential use, office use and commercial use is allowed.

(4) Low Density Residential and Residential Office development patterns can have a minimum of 1 unit per acre if water and sewer are not available.
(5) The maximum square footage is increased to 12,500 SF if the project is a mixed-use development.
(6) The maximum square footage increases to 40,000 SF per acre and maximum height increases to six stories if 50% of parking is structured. This provision only applies to areas previously designated as Mixed Use C
(7) 250,000 SF of total development permitted on 20 to 30 acre centers.
(8) Storage areas may be 50,000 SF per acre. Office and Retail is allowed.
(9) Storage areas may be 50,000 SF per acre.

While mixed land uses are encouraged in the Suburban Future Land Use Category, the more prevalent pattern will be a compatibly integrated mix of single-use developments that include low and medium density residential, office, retail and light industrial development. Allowed land uses within the Suburban Future Land Use Category shall be regulated by zoning districts which implement the intent of this category, and which recognize the unique land use patterns, character, and availability of infrastructure in the different areas within the Suburban Future Land Use Category. In those areas lacking the necessary infrastructure, the Land Development Regulations may designate a low intensity interim use. Any evaluation of a proposed change of zoning to a more intensive district shall consider, among other criteria, the availability of the requisite infrastructure.

Policy 2.2.9: [L]

HIGH INTENSITY URBAN ACTIVITY CENTER (EFF. 7/16/90; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

Designed to function as urban activity centers by primarily providing for community wide or regional commercial activities located in proximity to multi-family housing and office employment centers. Intended to provide large scale commercial activities to serve retail needs of large portions of the population. Promotes efficiency of the transportation system by consolidating trips and discouraging unabated sprawl of commercial activities. Planned, integrated development is required to promote synergy between the different allowable land uses. An integrated pedestrian mobility system designed to provide safe and accessible foot and bike travel between the land uses shall be stressed in granting development approvals. Access and egress to Activity Centers as well as internal vehicle travel shall be planned in a comprehensive manner in order to facilitate traffic movement. Residential development shall be permitted up to 45 dwelling units per acre.

Sec. 10-258. CP Commercial Parkway District

The following applies to CP Commercial Parkway District:

PERMITTED USES			
1. District Intent	**2. Principal Uses**		**3. Accessory Uses**
The CP district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan and shall apply to areas exhibiting an existing development pattern of office, general commercial, community facilities, and intensive automotive commercial development abutting urban area arterial roadways with high traffic volumes. The CP district is most suitable for those areas outside of the Multimodal Transportation District (MMTD) as described in the comprehensive plan. Additional CP inside the MMTD may only be designated when the existing land use pattern is mostly comprised of single use developments with suburban character as described in the Suburban Future Land Use Category. The CP district is characterized by a linear pattern of development. Residential development up to a maximum of 16 dwelling units per acre is permitted. There is no minimum gross density for residential when developed in conjunction with non-residential land uses. However, for all other residential developments, a minimum gross density of 6 dwelling units per acre shall be required, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities. The access management standards set forth in for the CP district addressing limitations placed on access are intended to minimize and control ingress and egress to arterial roadways and to promote smooth and safe traffic	(1) Antique shops. (2) Armored truck services. (3) Automotive sales and rental (includes any type of motor vehicle including boats and motorcycles). (4) Automotive service and repair, including car wash. (5) Automotive--retail, parts, accessories, fires, etc. (6) Bait and tackle shops. (7) Banks and other financial institutions. (8) Broadcasting studios. (9) Building contractors and related services, without outdoor storage. (10) Camera and photographic stores. (11) Cemeteries. (12) Cocktail lounges and bars. (13) Commercial kennels. (14) Community facilities, including libraries, religious facilities, vocational schools, police/fire stations, and charitable donation stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-413. (15) Day care centers. (16) Gift, novelty, and souvenir stores. (17) Golf courses.	(18) Hotels and motels, including bed and breakfast inns. (19) Indoor amusements (bowling, billiards, skating, etc.). (20) Indoor theaters (including amphitheaters). (21) Laundromats, laundry and dry-cleaning pickup stations. (22) Lawn or tree removal services. (23) Mailing services. (24) Medical and dental offices, services, laboratories, and clinics. (25) Manufactured home sales lots. (26) Mortuaries. (27) Motor vehicle fuel sales. (28) Motor vehicle racing tracks, go-carts, etc. (29) Nonmedical offices and services, including business and government offices and services. (30) Nonstore retailers. (31) Nursing homes and residential care facilities. (32) Off-street parking facilities. (33) Outdoor amusements (golf courses, batting cages, driving ranges, etc.) (34) Passive and active recreational facilities. (35) Pawnshops. (36) Personal services (barber shops, fitness clubs, etc.).	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.

PERMITTED USES			
1. District Intent	**2. Principal Uses**		
flow of the general traveling public. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments in the CP district that share parking facilities, have parking structures and/or have high floor area ratios are encouraged in the CP district. New CP districts in the Suburban FLUM category shall have access to arterial or major collector streets. **Development standards for properties located within the MMTD are established within Division 4 of this Code.**	(37) Pest control services. (38) Pet day care centers. (39) Photocopying and duplicating services. (40) Printing and publishing. (41) Recreational vehicle park. (42) Rental and sales of dvds, video tapes and games. (43) Rental of tools, small equipment, or party supplies. (44) Repair services, nonautomotive. (45) Residential, multi-family. (46) Residential, any type, provided it is located on or above the 2nd floor of a structure containing non-residential development on the first floor. (47) Restaurants, with or without drive-in facilities. (48) Retail bakeries. (49) Retail caskets and tombstones. (50) Retail computer, video, record, and other electronics. (51) Retail department, apparel, and accessory stores. (52) Retail drug store. (53) Retail florist. (54) Retail food and grocery. (55) Retail furniture, home appliances and accessories. (56) Retail home/garden supply, hardware and nurseries. (57) Retail jewelry stores. (58) Retail needlework and instruction. (59) Retail newsstand, books, greeting cards.	(60) Retail office supplies. (61) Retail optical and medical supplies. (62) Retail package liquors. (63) Retail pet stores. (64) Retail picture framing. (65) Retail sporting goods, toy stores. (66) Retail trophy stores. (67) Self-moving operation. (68) Retail shoes, luggage, and leather products. (69) Sign shops. (70) Social, fraternal and recreational clubs and lodges, including assembly halls. (71) Studios for photography, music, art, drama, voice. (72) Tailoring. (73) Towing, wrecking, and recovery services. (74) Trailer sales and service. (75) Veterinary services, including veterinary hospitals. (76) Warehouses, mini-warehouses, or self-storage facilities. (77) Other uses which, in the opinion of the land use administrator, are of a similar and compatible nature to those uses described in this district and provided the use is not specifically permitted in another zoning district.	

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			**5. Minimum Building Setbacks**				**6. Maximum Building Restrictions**	
Use Category	**a. Lot or Site Area**	**b. Lot Width**	**c. Lot Depth**	**a. Front**	**b. Side-Interior Lot**	**c. Side-Corner Lot**	**d. Rear**	**a. Building Size (excluding gross building floor area used for parking)**	**b. Building Height (excluding stories used for parking)**
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	25 feet	not applicable	4 stories
Residential located on or above the 2nd floor of a multi-use structure	none	none	none	25 feet	none	25 feet	10 feet	not applicable	4 stories
Any Permitted Principal Use	none	none	none	25 feet	none	25 feet	10 feet	25,000 s.f. of building floor area per acre and commercial and office uses not to exceed 200,000 s.f. of gross building floor area per parcel, 50,000 s.f. of building area per acre for permitted land uses number (73) warehouses, mini-warehouses, or self-storage facilities as listed in the permitted uses table above. In multi-use structures, residential uses do not count towards this floor area total.	4 stories

7. *Access Management Criteria* (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

a.) All roadways:

1. On all city roadways, the city's spacing standards for driveway access, medians, and signals per roadway class type shall prevail.
2. On all county roadways, the county's spacing standards for driveway access, medians, and signals per roadway class type shall prevail.
3. On all state arterial roadways, the FDOT's spacing standards for driveway access, medians, and signals, as outlined in the FDOT Access Management Classification System shall prevail. Exceptions to the FDOT Access Management Standards include the following:

   a. Existing driveway access for Capital Circle as of December 31, 1995; and

   Properties on Capital Circle which were granted single driveway permits by FDOT on or before December 31, 1995, which have sole access to Capital Circle and do not have other street access.

b.) All new commercial development shall construct a vehicular interconnection to adjacent properties that have an existing commercial use. Interconnections shall be required to adjacent vacant properties which are zoned for commercial use. The vehicular interconnections shall be constructed with material consistent with constructed or proposed vehicular use areas. Location of such interconnections shall be approved by the traffic engineer and constructed prior to issuance of a certificate of occupancy. Required interconnections between properties and/or to a private or public roadway shall be placed in a cross access easement acceptable by

DEVELOPMENT STANDARDS
the city attorney. Exemptions to and deviations from the interconnection requirements of this section shall be approved by the parking standards committee.
8. *Street Vehicular Access Restrictions:* Properties in the CP zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street directly across from where the vehicular access point is proposed: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.
9. *Noise Source Restrictions:* In the event that a property zoned CP abuts a residential property, the noise source of the CP zoned property shall not exceed at L10 noise level of 60 dBA in the daytime (7:00 a.m. to 10:00 p.m.) and an L10 noise level of 50 dBA in the night time (10:00 p.m. to 7:00 a.m.) as measured on the property line abutting the source.
10. *Lighting Standards:* In the event that a property zoned CP abuts a residential property, the night time lighting of the CP zoned property shall meet the following standards: night time lighting shall not exceed 0.5 vertical surface foot candle measured at the property line six feet above grade. Lighting standards shall not exceed 20 feet in height and shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood-lights or spot-lights used as general grounds lighting are permitted. Security lighting is permitted.
11. *Additional Criteria for Pet Day Care Centers:* Outside boarding and unsupervised outside activity are prohibited. Hours of operation for pet day care centers shall be 6:00 a.m. to 9:00 p.m.
12. *Additional Criteria for Charitable Donation Stations:* Such station shall have indoor storage for all donations, and shall have an attendant available during normal business hours responsible for the collection and/or storage of said donations. A "charitable donation station" is considered a community service/facility regulated by section 10-413 of this Code.

General Notes:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500-gallon septic tank. Also, refer to sanitary sewer policy 2.1.12 of the comprehensive plan for additional requirements.
2. Refer to chapter 5, pertaining to environmental management, for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, pertaining to concurrency management, for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. For cluster development standards, refer to section 10-426.

Tallahassee Land Development Regulations

(a) Purpose and Intent. The purpose and intent of this zoning district is to establish an urban activity center providing for community wide or regional commercial activities located in proximity to multi-family housing and office employment centers. This district is intended to provide large scale commercial activities to serve the retail market of region as well as the community. The intense commercial of this district promotes the efficiency of the transportation system through consolidation of trips and discouragement of the unabated sprawl of commercial activities. Planned, integrated development is required to promote synergy between the different allowable land uses. An integrated pedestrian and bicycle access system shall be provided to afford safe and accessible foot and bike travel between the land uses. The district is intended to facilitate efficient traffic flow by allowing only land uses developed with comprehensively planned access, egress, and internal circulation systems. The district will also allow residential development of complimentary intensity of sixteen (16) to forty-five (45) dwelling units per acre.

(b) Allowable Uses. For the purpose of this chapter, the following land use types are allowable in this zoning district and are controlled by the Land Use Development Standards of this chapter, the Comprehensive Plan and Schedules of Permitted Uses.

(1) Minor Commercial
(2) Neighborhood Commercial
(3) Community Commercial
(4) Regional Commercial
(5) Highway Commercial
(6) Minor Office
(7) Major Office
(8) Office Park
(9) Medium Density Residential
(10) High Density Residential
(11) Passive Recreation
(12) Active Recreation
(13) Community Services
(14) Light Infrastructure
(15) Post Secondary
(16) Light Industrial--Minor

(c) List of Permitted Uses. See Schedules of Permitted Uses, subsection 10-238(1). Non-residential uses on these schedules are itemized according to the Standard Industrial Code (SIC). Proposed activities and uses are indicated in the schedules. The activity or use may be classified as permitted, restricted or permitted through special exception, or not allowed. Restricted and Special Exception Uses must meet the criteria in article VII of this chapter. Chapter 9, Article III sets forth the development approval process required for allowable uses.

(d) Development Standards. All proposed development shall meet the Land Use Development Criteria specified in subsections 10-238(2) and (3); Commercial Site Location Standards (section 10-174); Buffer Zone Standards (section 10-177); criteria of the Land Development Standards Schedule (article IV, division 4 of this chapter); and Parking and Loading Requirements (article VI of this chapter).

SECTION 10-238 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

P PERMITTED USE
R RESTRICTED USE
S SPECIAL EXCEPTION

SIC CODE	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS													
		MC	NC	CC	RC	HC	MO	MjO	OP	MR	HR	AR	CS	LI	MI
	RESIDENTIAL														
	Dwelling, Multiple-Family									P	P				
	RETAIL TRADE														
521	Lumber and other building materials	P	P	P	P	P									
523	Paint, glass, and wallpaper stores	P	P	P	P	P									
525	Hardware stores	P	P	P	P	P									
526	Retail nurseries and garden stores	P	P	P	P	P									
527	Mobile home dealers	P	P	P	P	P									
531	Department stores	P	P	P	P	P									
533	Variety stores	P	P	P	P	P									
539	Misc. general merchandise stores	P	P	P	P	P									
541	Grocery stores	P	P	P	P	P									
542	Meat and fish markets	P	P	P	P	P									
543	Fruit and vegetable markets	P	P	P	P	P									
544	Candy, nut and confectionery stores	P	P	P	P	P									
545	Dairy products stores	P	P	P	P	P									
546	Retail bakeries	P	P	P	P	P									
551	New and used car dealers	P	P	P	P	P									
553	Auto and home supply stores	P	P	P	P	P									
554	Gasoline service stations	P	P	P	P	P									
555	Boat dealers	P	P	P	P	P									
556	Recreational vehicle dealers	P	P	P	P	P									
557	Motorcycle dealers	P	P	P	P	P									
56	Apparel and accessory stores	P	P	P	P	P									
571	Furniture and homefurnishings stores	P	P	P	P	P									
572	Household appliance stores	P	P	P	P	P									

LEGEND		
MC	=	MINOR COMMERCIAL
NC	=	NEIGHBORHOOD COMMERCIAL
CC	=	COMMUNITY COMMERCIAL
RC	=	REGIONAL COMMERCIAL
HC	=	HIGHWAY COMMERCIAL
MO	=	MINOR OFFICE
MjO	=	MAJOR OFFICE
OP	=	OFFICE PARK
MR	=	MEDIUM DENSITY RESIDENTIAL
HR	=	HIGH DENSITY RESIDENTIAL
AR	=	ACTIVE RECREATION
CS	=	COMMUNITY SERVICES
LI	=	LIGHT INFRASTRUCTURE
MI	=	MINOR LIGHT INDUSTRIAL

SECTION 10-238 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

P PERMITTED USE
R RESTRICTED USE
S SPECIAL EXCEPTION

SIC CODE	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS													
		MC	NC	CC	RC	HC	MO	MjO	OP	MR	HR	AR	CS	LI	MI
573	Radio, television, & computer stores	P	P	P	P	P									
5736	Musical instrument stores	P	P	P	P	P									
581	Eating and drinking places	P	P	P	P	P									
591	Drug stores and proprietary stores	P	P	P	P	P									
592	Liquor stores	P	P	P	P	P									
593	Used merchandise stores	P	P	P	P	P									
5941	Sporting goods and bicycle shops	P	P	P	P	P									
5942	Book stores	P	P	P	P	P									
5943	Stationery stores	P	P	P	P	P									
5944	Jewelry stores	P	P	P	P	P									
5945	Hobby, toy, and game shops	P	P	P	P	P									
5946	Camera & photographic supply stores	P	P	P	P	P									
5947	Gift, novelty, and souvenir shops	P	P	P	P	P									
5948	Luggage and leather goods stores	P	P	P	P	P									
5949	Sewing, needlework, and piece goods	P	P	P	P	P									
5961	Catalog and mail-order houses	P	P	P	P	P									
5992	Florists	P	P	P	P	P									
5993	Tobacco stores and stands	P	P	P	P	P									
5994	News dealers and newsstands	P	P	P	P	P									
5995	Optical goods stores	P	P	P	P	P									
5999	Miscellaneous retail stores, nec	P	P	P	P	P									
	FINANCE, INSURANCE,														
	AND REAL ESTATE														
601	Central reserve depositories	P	P	P	P	P	P	P	P						
602	Commercial banks	P	P	P	P	P	P	P	P						
603	Savings institutions	P	P	P	P	P	P	P	P						

LEGEND		
MC	=	MINOR COMMERCIAL
NC	=	NEIGHBORHOOD COMMERCIAL
CC	=	COMMUNITY COMMERCIAL
RC	=	REGIONAL COMMERCIAL
HC	=	HIGHWAY COMMERCIAL
MO	=	MINOR OFFICE
MjO	=	MAJOR OFFICE
OP	=	OFFICE PARK
MR	=	MEDIUM DENSITY RESIDENTIAL
HR	=	HIGH DENSITY RESIDENTIAL
AR	=	ACTIVE RECREATION
CS	=	COMMUNITY SERVICES
LI	=	LIGHT INFRASTRUCTURE
MI	=	MINOR LIGHT INDUSTRIAL

SECTION 10-238 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

P PERMITTED USE
R RESTRICTED USE
S SPECIAL EXCEPTION

SIC CODE	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS													
		MC	NC	CC	RC	HC	MO	MjO	OP	MR	HR	AR	CS	LI	MI
606	Credit unions	P	P	P	P	P	P	P	P						
611	Federal & federal sponsored credit	P	P	P	P	P	P	P	P						
614	Personal credit institutions	P	P	P	P	P	P	P	P						
616	Mortgage bankers and brokers	P	P	P	P	P	P	P	P						
62	Security and commodity brokers	P	P	P	P	P	P	P	P						
64	Insurance agents, brokers, & service	P	P	P	P	P	P	P	P						
65	Real estate	P	P	P	P	P	P	P	P						
654	Title abstract offices	P	P	P	P	P	P	P	P						
	SERVICES														
701	Hotels and motels	P	P	P	P	P			P						
702	Rooming and boarding houses; dorms	P	P	P	P	P									
721	Laundry, cleaning, & garment services	P	P	P	P	P									
7215	Coin-operated laundries and cleaning	P	P	P	P	P									
723	Beauty shops	P	P	P	P	P									
724	Barber shops	P	P	P	P	P									
725	Shoe repair and shoeshine parlors	P	P	P	P	P									
726	Funeral service and crematories	P	P	P	P	P									
7299	Miscellaneous personal services	P	P	P	P	P									
7311	Advertising agencies	P	P	P	P	P	P	P	P						
732	Credit reporting and collection	P	P	P	P	P	P	P	P						
7334	Photocopying & duplicating services	P	P	P	P	P	P	P	P						
7335	Commercial photography	P	P	P	P	P	P	P	P						
7336	Commercial art and graphic design	P	P	P	P	P	P	P	P						
7353	Heavy construction equipment rental	P	P	P	P	P	P	P	P						
7359	Equipment rental & leasing, nec	P	P	P	P	P	P	P	P						
7361	Employment agencies	P	P	P	P	P	P	P	P						
737	Computer and data processing services	P	P	P	P	P	P	P	P						

LEGEND		
MC	=	MINOR COMMERCIAL
NC	=	NEIGHBORHOOD COMMERCIAL
CC	=	COMMUNITY COMMERCIAL
RC	=	REGIONAL COMMERCIAL
HC	=	HIGHWAY COMMERCIAL
MO	=	MINOR OFFICE
MjO	=	MAJOR OFFICE
OP	=	OFFICE PARK
MR	=	MEDIUM DENSITY RESIDENTIAL
HR	=	HIGH DENSITY RESIDENTIAL
AR	=	ACTIVE RECREATION
CS	=	COMMUNITY SERVICES
LI	=	LIGHT INFRASTRUCTURE
MI	=	MINOR LIGHT INDUSTRIAL

SECTION 10-238 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

P PERMITTED USE
R RESTRICTED USE
S SPECIAL EXCEPTION

SIC CODE	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS													
		MC	NC	CC	RC	HC	MO	MjO	OP	MR	HR	AR	CS	LI	MI
742	Veterinarians	P	P	P		P									
751	Automotive rentals, no drivers	P	P	P	P	P									
752	Automobile parking	P	P	P	P	P									
753	Automotive repair shops	P	P	P	P	P									
754	Automotive services, except repair	P	P	P	P	P									
762	Electrical repair shops	P	P	P	P	P									
763	Watch, clock, and jewelry repair	P	P	P	P	P									
764	Reupholstery and furniture repair	P	P	P	P	P									
783	Motion picture theaters	P	P	P	P	P									
784	Video tape rental	P	P	P	P	P									
791	Dance studios, schools, and halls	P	P	P	P	P									
793	Bowling centers	P	P	P	P	P									
794	Commercial sports	P	P	P	P	P									
7991	Physical fitness facilities	P	P	P	P	P									
7992	Public golf courses	P	P	P	P	P									
7993	Coin-operated amusement devices	P	P	P	P	P									
7996	Amusement parks	P	P	P	P	P									
7997	Membership sports & recreation clubs	P	P	P	P	P									
801	Offices & clinics of Medical doctors						P	P	P						
802	Offices and clinics of dentists						P	P	P						
804	Offices of other health practitioners						P	P	P						
805	Nursing and personal care facilities						P	P	P		P				
806	Hospitals						P	P	P				P		
807	Medical and dental laboratories						P	P	P				P		
808	Home health care services						P	P	P				P		
81	Legal services						P	P	P						
821	Elementary and secondary schools												S		
823	Libraries - Less than 7500 sq. ft.	P	P	P	P	P	P	P	P		P				

LEGEND		
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SECTION 10-238 - HIGH INTENSITY URBAN ACTIVITY CENTERS DISTRICTALLOWABLE USES; APPROPRIATE PERMIT LEVEL AND APPLICABLE DEVELOPMENT AND LOCATIONAL STANDARDS

P PERMITTED USE
R RESTRICTED USE
S SPECIAL EXCEPTION

SIC CODE	NAME OF USE	DEVELOPMENT AND LOCATIONAL STANDARDS													
		MC	NC	CC	RC	HC	MO	MjO	OP	MR	HR	AR	CS	LI	MI
823	Libraries												S		
824	Vocational schools												S		
835	Day care services	P	P	P	P				P						
836	Residential care	P	P	P	P				P						
841	Museums and art galleries			P	P							P			
842	Botanical and zoological gardens											P			
864	Civic and social associations			P	P										
866	Religious organizations	P	P	P	P	P	P	P	P						
871	Engineering & architectural services						P	P	P						
872	Accounting, auditing, & bookkeeping						P	P	P						
873	Research and testing services						P	P	P						
874	Management and public relations						P	P	P						
	PUBLIC ADMINISTRATION														
91	Executive, legislative, and general						P	P	P				P		
921	Courts						P	P	P				P		
922	Public order and safety												P		
9221	Police protection												P		
9224	Fire protection												P		
	RECREATION														
	Hiking & Nature Trails											P			
	Picnicking											P			
	Canoe Trails											P			
	Bicycle Trails											P			
	Horseback Riding Trails											P			
	Tot Lots											P			
	Court Sports											P			
	Field Sports											P			
	Boat Landings											P			
	Archaeological Historical Sites											S			

LEGEND		
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CC	=	COMMUNITY COMMERCIAL
RC	=	REGIONAL COMMERCIAL
HC	=	HIGHWAY COMMERCIAL
MO	=	MINOR OFFICE
MjO	=	MAJOR OFFICE
OP	=	OFFICE PARK
MR	=	MEDIUM DENSITY RESIDENTIAL
HR	=	HIGH DENSITY RESIDENTIAL
AR	=	ACTIVE RECREATION
CS	=	COMMUNITY SERVICES
LI	=	LIGHT INFRASTRUCTURE
MI	=	MINOR LIGHT INDUSTRIAL

HIGH INTENSITY URBAN ACTIVITY CENTER
MAXIMUM ALLOWABLE FLOOR AREA
SECTION 10-238

COMMERCIAL LAND USE TYPE	ACTIVITY CENTER
MINOR*	
Total Location	80,000
Single Site or Quadrant	20,000
Single Structure	20,000
NEIGHBORHOOD**	
Total Location	400,000
Single Site or Quadrant	100,000
Single Structure	100,000
COMMUNITY	
Total Location	800,000
Single Site or Quadrant	200,000
Single Structure	200,000
REGIONAL	
Total Location	4,000,000
Single Site or Quadrant	1,000,000
Single Structure	1,000,000

*Maximum of 10,000 gross square feet, if located on a local street.

**Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

(3) MINIMUM DEVELOPMENT STANDARDS*

	MEDIUM OR HIGH DENSITY RESIDENTIAL, COMMERCIAL, OFFICE	*INDUSTRIAL LIGHT*	*COMMUNITY SERVICES; ACTIVE RECREATION; PUBLIC, PRIMARY AND SECONDARY SCHOOLS*
MINIMUM SETBACKS			
Front Yard Building	20	20	20
Corner Yard Building	20	20	20
Side Yard Building	5	10	5
Rear Yard Building	20	20	20
Adjoining Lower Intensity Zoning District Building	50	50	--
HEIGHTS			
Max. at Bldg. Envelope Perimeter	40	40	50
Addl. Height/Addl. Zoning Setback	4'/1'	2'/1'	4'/1'
Total Height	120	120	120

*** Development standards for properties located within the MMTD are established within Division 4 of this Code.**

Doherty, Megan

From: Erwin Jackson <erwin@erwinjackson.com>
Sent: Thursday, November 05, 2015 12:46 PM
To: White, Artie
Subject: I oppose any spot zoning.

It makes no sense to rezone 8 properties out of a neighborhood with approximately 50 properties. If the commission believes that this neighborhood is best for students then I agree. If they feel a higher zoning density is needed then I agree. In conclusion, the entire neighborhood should be rezoned – not just one owner's properties. Treat all citizens fairly and alike. All or none!!!!

Call if you have any other questions.
Application # PCM201601

Sincerely,

Erwin Jackson, PhD
Office: 850. 894. 7368
Cell: 850. 566. 0036
Erwin@ErwinJackson.com

"The deterioration of every government begins with the decay of the principles on which it was founded." - Charles-Louis de Secondat; "The Spirit of Laws" 1748

Doherty, Megan

From: Eddie Bass <ebass@moorebass.com>
Sent: Tuesday, November 03, 2015 10:05 AM
To: White, Artie
Cc: Snyder, Russell; Bryant, Cherie (Planning); Karen Bass
Subject: Comprehensive Plan Amendment Application PCM201601

Artie, thank you for taking my call yesterday morning to discuss this proposed Comp Plan amendment, PCM201601. I received the notice(s) as I own the 3 bedroom single family homes at 212, 214, and 215 North Lipona Road. All of these homes serve as rental homes to me, and all are occupied by college students, all conforming to the existing RP-1 zoning district. As we discussed the overall neighborhood appears to be mostly non owner occupied units, except less than half a dozen I would estimate. The proposed Comp Plan Amendment appears to include only 7-8 lots under the direct control of "Student Housing Rentals, LLC", whereas, in my professional opinion, the Comp Plan amendment *may* need to be expanded to include the entire Fairmeadow neighborhood, if it is to go forward. To not include all homes within the overall subdivision would approach a "spot zoning" of sorts, would it not?

Furthermore I would like to add that if you look more closely at the homes I own, and I personally constructed at 212 and 215 N Lipona, you can see that additional density is possible with a little creativity, even in the existing RP-1 zoning designation. I constructed an accessory dwelling unit on each of these parcels per the MMTD code, where the MMTD code actually encourages these types of development for density bonus purposes. Most if not all of the Fairmeadow home sites are improved, and have been for quite some time. Instead of changing the overall neighborhood FLUC to accommodate a minority ownership in the neighborhood, why can't that minority ownership think outside the box just a bit and conform to the existing zoning, and MMTD overlay principles?

In closing I firmly trust in the staff of the Tallahassee-Leon County Planning Department, and know that you will recommend the best action for the overall good of the neighborhood. Thank you for your time in consideration of my thoughts on this matter. – Eddie Bass

Edward N. Bass, III, P.E.
Moore Bass Consulting, Inc.
805 N. Gadsden Street
Tallahassee, FL 32303
(850) 222-5678
(850) 681-2349
ebass@moorebass.com

Amendment # PCM201601

111 N.

I/We as owner(s) of property at this address: 1944 Pensacola St & Ocala Rd wish the information below to be considered by the Local Planning Agency and the City/County Commissions:

There are serious drainage issues at both properties above - any plans for change must address infrastructure to correct this.

SIGNED: Laura Jernigan

Laura Jernigan
800 Ocala Rd., Ste. 300
Tallahassee, FL 32304

RECEIVED
2016 FEB -8 A 11:
TALLAHASSEE/LEON CO
PLANNING DEPARTMEN

Visit the Planning Department website at: www.talgov.com/planning

NOTICE OF A REQUESTED AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP AND REZONING

An application has been filed to request a change of designation on the Comprehensive Plan Future Land Use Map and rezoning for the property shown on the map on the reverse side of this notice. You are being notified of this requested change because public records indicate that you own property within 1,000 feet of the request. A location map and a summary of the request are shown on the reverse side of this notice.

Listed below are the scheduled workshops and Public Hearings on this amendment. The Local Planning Agency, City Commission, and Board of County Commissioners appreciate any information that would be useful to them in their deliberations on the amendment request. The public is invited to attend the March 8th workshop but no public comments will be taken at the workshop. Prior to each meeting, please check www.talgov.com/planning to confirm there have been no changes to this meeting schedule.

Date	Meeting	Purpose	Time	Location
March 1 (Tuesday)	**Local Planning Agency**	**Local Planning Agency Public Hearing**	**6:00 PM**	**Renaissance Center 2nd Floor 435 North Macomb Street**
March 8 (Tuesday)	**County and City Commissions**	**Joint City-County Commission Workshop**	**1:30 PM**	**County Commission Chambers 5th Floor, Leon County Courthouse**
April 12 (Tuesday)	**County and City Commissions**	**Joint City-County Transmittal Public Hearing**	**6:00 PM**	**County Commission Chambers 5th Floor, Leon County Courthouse**
May 24		**nty blic**	**6:00 PM**	**County Commission Chambers 5th Floor, Leon County Courthouse**

AMERICAN REALTY CAPITAL
Hospitality Trust, Inc.
MARK FOWLER
VICE PRESIDENT
3950 UNIVERSITY DRIVE, SUITE 301, FAIRFAX, VA 22030
T:(571) 529-6148 C:(571) 286-6884
MFOWLER@ARLCAP.COM

, please call the Tallahassee-Leon County Planning Department excluding weekends and holidays). The Planning Department da Relay TDD Service Telephone is 1-800-955-8771.

City and County Commissions in regard to this application, you may y submit your comments by letter, facsimile (fax), on the form below or g the "Comprehensive Plan Amendment Cycle 2016" icon located on the sed amendment is also available on the website.

Tallahassee-Leon County Planning Department
ATTN: Comprehensive Planning Division
300 South Adams Street
Tallahassee, Florida 32301
Telephone: (850) 891-6400 Fax: (850) 891-6404

Amendment # PCM201611

I/We as owner(s) of property at this address: 1880 and 1972 Raymond Diehl Rd (Residence Inn Courtyard) wish the information below to be considered by the Local Planning Agency and the City/County Commissions:

American Realty Capital Hospitality Trust objects to the change from Suburban to Activity Center

SIGNED: (Mark Fowler) VP Asset Management

2016 Cycle Comprehensive Plan Amendments Joint City-County Transmittal Public Hearing

Additional Discussion Item

April 12, 2016

To: Honorable Chairman and Members of the Board
Mayor and City Commissioners

From: Vincent S. Long, County Administrator
Ricardo Fernandez, City Manager

Title: Acceptance of the State of the Land Use Element Report

Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Benjamin H. Pingree, Director, PLACE Cherie Bryant, Planning Manager
Lead Staff/ Project Team:	Barry Wilcox, Division Manager Megan Doherty, Principal Planner

Statement of Issue:

At the December 2014 Leon County Board Retreat, the Board adopted a strategic initiative directing staff to perform a comprehensive review and revision of the Land Use Element of the Comprehensive Plan. The State of the Land Use Element report (Appendix #1) provides an update on this strategic initiative and is the first deliverable for the project.

Recommendation:

Option 1: Accept the State of the Land Use Element Report and direct staff to implement the report recommendations:

a. Move forward with a comprehensive revision to the Land Use Element to address the issues identified in this report, but maintain and expand on strong policies that continue to implement community goals for responsible growth and development.
b. Utilize a values-based and data-informed planning approach to updating and revising the Land Use Element.
c. Utilize recent community visioning efforts to identify current community values, priorities, and trends. Compile the findings of these analyses and integrate the results into the community outreach activities for the Comprehensive Plan Update project.
d. Integrate the Land Use and Mobility elements into a single element that jointly addresses land use and transportation.

Report and Discussion

Background:

Following the adoption of the County's strategic initiative in December 2014, planning staff worked to develop a multi-year scope and schedule for updating the Land Use Element as part of a longer term update to the overall Comprehensive Plan. This schedule was subsequently approved at a joint meeting of the Tallahassee City Commission and the Leon County Board of County Commissioners on May 26, 2015.

The approved scope and schedule entailed the following:

TASK	SCHEDULE
Evaluation of Existing Land Use Element	Summer 2015 – Spring 2016
Drafting of Proposed Revisions	Spring 2016 – Fall 2016
Sharing of Proposed Revisions	Winter 2016 – Fall 2017
Adoption of Amendments	Fall 2017 – Summer 2018

This item provides an update on the following revised FY 2012-FY2016 Strategic Initiative that the Board approved at its January 26, 2016 meeting:

- Implement strategies which promote access, transparency, and accountability, including:
  - Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan (2015)

This particular Strategic Initiative aligns with the Board's Strategic Priority: Quality of Life:

- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services (Q6).
  Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts (Q7).

Analysis:

Based on the direction from the City and County Commissions at the May 26, 2015 meeting, staff has focused on a thorough evaluation and analysis of the existing Land Use Element. A team of staff from the Tallahassee-Leon County Planning Department, Leon County Development Support & Environmental Management, and City of Tallahassee Growth Management have collaborated to accomplish this review of the element and develop a more detailed plan for moving forward with the Comprehensive Plan Update project.

State of the Land Use Element Report

The *State of the Land Use Element* report (Appendix #1) is the first deliverable in the Comprehensive Plan Update project and provides the foundation for moving forward with a holistic update to the Land Use Element. The report begins with the history and purpose of the comprehensive plan, as well as its relationship to the respective land development codes. It then moves to an in-depth review of the existing Land Use Element and culminates in a proposed course for revision.

While the history and purpose of the plan is important and informative, it is the evaluation of the existing Land Use Element that forms the foundation for moving forward. This evaluation resulted in several key findings:

- Since its initial adoption in 1991, there have been over 900 amendments to the comprehensive plan, but the Land Use Element has never been comprehensively revised.
- Many of the goals, objectives, and policies within the Land Use Element appear to be driven by compliance with state statutes and may not truly capture the community's values and vision.
- The Element contains outdated policies and detailed regulations more appropriate for the respective land development codes.
- There is a need to integrate the Land Use and Mobility Elements to better achieve shared land use and transportation goals
- While there is ample room for improvement within the Element, it has been successful in achieving several long-term goals, such as the establishment and maintenance of the Urban Service Area boundary. Any revisions to the Element should carefully consider these successes and ensure that critical principles and concepts are retained.

The *State of the Land Use Element* report also includes recommendations for moving forward, focusing on four actionable items:

1. Move forward with a comprehensive revision to the Land Use Element to address the issues identified in this report, but maintain and expand on strong policies that continue to implement community goals for responsible growth and development.
2. Utilize a values-based and data-informed planning approach to updating and revising the Land Use Element.
3. Utilize recent community visioning efforts to identify current community values, priorities, and trends. Compile the findings of these analyses and integrate the results into the community outreach activities for the Comprehensive Plan Update project.
4. Integrate the Land Use and Mobility elements into a single element that jointly addresses land use and transportation.

<u>Values-based Approach</u>

A values-driven approach to Comprehensive Planning focuses on issues and values expressed by citizens as the basis for developing the goals, policies, and implementation strategies of the plan. Engrained in the values-driven approach is the goal that planning for future growth and development should be guided by the things that people value about the place where they live and the ways in which they would like to see that place change for the better in the future.

Employing a values-driven approach for the Comprehensive Plan Update project will emphasize the community vision and priorities for future growth and development. Prior large-scale updates to the Comprehensive Plan have employed a traditional data-based approach, which primarily focuses on past trends and current demographic and socio-economic statistic. A traditional data-based approach will simply tell us where we already are and what we already know – this has not contributed to a successful integration of community visions into previous iterations of the Comprehensive Plan. In order to be adaptive and able to response to issues that emerge during the planning process, a values-driven approach is recommended for the Land Use Element update.

Next Steps

As shown on Page 21 of the report, a more detailed scope and complete phasing schedule has been developed for the updates to the Land Use and Mobility Element. Currently, the project is working through Phase One. Through a comprehensive analysis, the purpose of this initial phase is to gain a firm understanding of where we are and how we got here with regards to the structure and content of the current Land Use Element. The *State of the Land Use Element* report details the findings of this initial "Self-Assessment."

The second component of Phase One is the "Identification of Community Values." This is comprised of two actions:

1. Analyses of Recent Community Visioning Efforts: Over the past three years, there have been three large-scale community visioning efforts focused on Leon County. Thousands of citizens have taken their time to share their vision and desires for the future of their community.
2. Initial Public Engagement: After the review of the previous three community visioning efforts has been completed, we need to check-in with the community. These first public meetings and workshops to discuss the Comprehensive Plan Update project will focus on the current community vision for growth and development in Tallahassee and Leon County. Most importantly, this effort is intended to inspire conversations about the future of the Tallahassee- Leon County community and how these concerns and desires can be incorporated into the local plan guiding growth and development.

Staff anticipates the first public event will be scheduled for May/June 2016 to formally introduce the project to the public. A more focused public engagement process will begin in Fall 2016 and will involve multiple public meetings at various locations throughout the community. The public engagement series will focus on establishing the community's values, which will direct the later visioning efforts and plan updates. Focusing meeting and events throughout various areas of the community will ensure that the planning process actively involves all segments of the community in analyzing issues, generating visions, developing plans, and monitoring outcomes. Staff anticipates providing the City and County Commissions with a summary of the public engagement series and update on the project in late Fall 2016.

Citizen Focus Group

The scope presented at the May 26, 2015 joint meeting included the assemblage of a citizen focus group to assist the City-County staff team with the review of the current Land Use Element and the overall Comprehensive Plan Update project. It is important to note that the Citizen Focus Group does not supplant the role of either the Local Planning Agency (LPA) or the community as a whole. The purpose of the focus group is to provide thoughtful feedback on the various concepts and components of the Comprehensive Plan Update project and assist staff in preparing better deliverable products for review by the community and decision makers.

The focus group is comprised of seven citizens representing a broad cross-section of the community, including geographic, socioeconomic, and advocacy perspectives. They include:

- Carolyn Bibler, Engineering Consultant, Bibler Design Development
- Marie Bryant, South City Neighborhood Representative, CONA
- Will Butler, Real Estate Professional, REI
- Dr. Tim Chapin, Professor, Department of Urban and Regional Planning, FSU
- Neil Fleckenstein, Planner, Tall Timbers Research Station and Land Conservancy

- Dr. Pamela Hall, Ecologist, Keep It Rural Coalition
- Lucas Lindsey, Business Professional, DOMI Station

The first focus group meeting took place in November 2015 and the group continues to meet monthly with staff. Over the past few months, the focus group has provided invaluable input on the proposed outline for the *State of the Land Use Element* Report. Prior to the March 23 workshop with the Planning Commission, the focus group also reviewed the draft report and guided staff in revisions to improve the document.

Planning Commission Review

At a workshop on March 23, the Planning Commission reviewed and discussed the *State of the Land Use Element* report. Commissioners expressed support for staff's recommendation to utilize a values-driven approach for these revisions to better incorporate the community's vision and future priorities. Members of the Planning Commission shared that there were numerous resources available to inform a values-driven approach from the Urban Land Institute (ULI). Commissioners also shared past, positive experiences of employing a similar approach for professional projects.

At the suggestion of the Planning Commission, the continued review by the Planning Commission, City Commission, and Board of County Commissioners has been incorporated into the Land Use and Mobility Element Update: Scope and Schedule graphic, found on page 21 of the report. Planning Commissioners also indicated to staff that they would like to see this effort address the relationship between transportation and land use; this suggestion is consistent with staff's recommendation to combine the Land Use and Mobility elements into a single element as part of this initiative. Additional recommendations form the Planning Commission included:

- Hiring a professional communications and marketing firm for public outreach and engagement
- Evaluate of the legal status of sector plans in relation to the Comprehensive Plan
- Evaluate opportunities to incorporate relevant sections from Housing Element

Based on the recommendation from the Planning Commission, staff is evaluating opportunities to utilize the Blueprint public relations team to assist with public outreach and engagement.

Options:

1. Accept the State of the Land Use Element Report and direct staff to implement the report recommendations.
    a. Move forward with a comprehensive revision to the Land Use Element to address the issues identified in this report, but maintain and expand on strong policies that continue to implement community goals for responsible growth and development.
    b. Utilize a values-based and data-informed planning approach to updating and revising the Land Use Element.
    c. Utilize recent community visioning efforts to identify current community values, priorities, and trends. Compile the findings of these analyses and integrate the results into the community outreach activities for the Comprehensive Plan Update project.
    d. Integrate the Land Use and Mobility elements into a single element that jointly addresses land use and transportation.
2. Do not accept the State of the Land Use Element Report.
3. Board direction.

Recommendation:

Option #1.

Appendix:

1. State of the Land Use Element Report

Appendix 1

VIBRANT TOMORROW

STATE OF THE LAND USE ELEMENT

TALLAHASSEE-LEON COUNTY
PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

Executive Summary

The goal of the Comprehensive Plan Update project is to "*align the land use and development plan with established community priorities*," beginning with a comprehensive assessment and revision of the Land Use Element. While there have been changes, the **Land Use Element has not been comprehensively revised since the current Plan was adopted in 1991**.

Since adoption of the current plan 25 years ago, incremental changes have led to inconsistency in the content and format of the Land Use Element. While the Land Use Element has been effective in helping to achieve long-term community goals, such as the establishment and maintenance of the Urban Service Area boundary, the current structure of the plan could be updated to improve consistency and usability. This effort also provides an opportunity to better integrate the community's current values into the Comprehensive Plan.

Findings:

- Many amendments were adopted to comply with changing state statutory requirements and most were piecemeal rather than comprehensive
- Over time, the Land Use Element has become overburdened with detailed regulations and outdated policies
- Changing state regulations have provided an opportunity to refocus policies on local priorities
- There is a need to integrate the Land Use and Mobility Elements to achieve shared land use and transportation goals
- Utilizing a values-driven approach for these revisions the will emphasize the community's vision and priorities for future growth and development

This **State of the Land Use Element** report provides the foundation for moving forward with a comprehensive update to the Land Use Element, which includes the integration of the Mobility Element. This report is organized into the following sections:

The *Comprehensive Plan* (Page 2) will briefly discuss the evolution of the Tallahassee-Leon County Comprehensive Plan over the past 50 years.

The *Land Use Element* (Page 6) details the findings of the comprehensive review of the current element. What is working and what isn't are highlighted, focusing on specific examples.

Highlights and Recommendations (Page 16) will summarize the main findings and outline recommendations for moving forward with the update to the Land Use and Mobility Elements.

Land Use and Mobility Elements Update: Scope and Schedule (Page 20) details the project timeline.

The *Appendix* (Page 23) contains additional materials referenced within the report.

VIBRANT TOMORROW

The Comprehensive Plan

The 2030 Tallahassee-Leon County Comprehensive Plan

The Tallahassee-Leon County Comprehensive Plan provides the blueprint for growth and development within Leon County. The Comprehensive Plan is used every day in decisions made by local government and guides and informs the actions of property owners, developers, businesses, and neighborhoods. The introduction to the Comprehensive Plan states:

> "The purpose of the comprehensive plan is to preserve, protect and enhance the quality of life for all citizens. The plan encourages and supports economically sound residential, educational, employment, cultural, recreational, commercial and industrial opportunities for citizens. This is facilitated by systematically planning for growth, development and redevelopment."

The Relationship of the Comprehensive Plan to the Land Development Code

Growth and development in Tallahassee and Leon County – everything from large-scale commercial developments to modifications to single-family homes – are guided by two types of adopted documents governing land use: the Comprehensive Plan and the land development regulations. The Comprehensive Plan regulated land uses within both the City and the County. Within the city limits, the Tallahassee Land Development Code establishes standards for development. The Leon County Land Development Regulations similarly apply to properties located in the unincorporated areas of Leon County.

The Comprehensive Plan addresses issues related to the appropriate and compatible uses of land, management and preservation of natural resources, identification and preservation of historically significant lands and structures, and adequate planning for infrastructure needs. In contrast, the land development regulations address specific requirements such as building setbacks and parking orientation. As such, the Comprehensive Plan is intended to be a pre-requisite to the land development regulations that provide site-specific use and development standards including zoning. The visionary goals, objectives and policies contained in the Comprehensive Plan are implemented through the more detailed land development regulations. All land development regulations and land development decisions must be consistent with the adopted comprehensive plan.

Evolution of the Comprehensive Plan

The first joint Tallahassee-Leon County Comprehensive Plan was adopted in the 1960s, with the first update completed in 1971. Following the approval of the Growth Management in Act in 1975, all municipal governments in Florida were required to prepare comprehensive plans that addressed minimum requirements and procedures for land use approvals. The introduction to the 1981 update to the Tallahassee-Leon County Comprehensive Plan referenced these statutory directives:

> "As a result of the adoption of Florida's Local Government Comprehensive Planning Act of 1975, all units of local government have to **prepare a comprehensive plan which meets state requirements-as-to-timing, content, and procedure**. This comprehensive plan represents a strong effort by the Tallahassee and Leon County governments to not only satisfy their own needs, but the requirements of the State of Florida as well[1]."

The Local Government Comprehensive Planning and Land Development Regulation Act of 1985 substantially amended the 1975 growth management legislation and greatly expanded state requirements and the authority of state review for local comprehensive plans. The Local Planning Agency (LPA), which still exists and currently reviews all proposed amendments to the Comprehensive Plan, was formed in 1987 to assist with drafting the updated Comprehensive Plan. The initial LPA was comprised of citizen volunteers whose charge was to develop and forward to the City and County Commissions a Comprehensive Plan consistent with the new statutory requirements established by the 1985 legislation. The LPA established five citizen task forces in April 1988: conservation & recreation/open space; housing; utilities; transportation; and intergovernmental coordination. These five citizen groups developed the goals, objectives and policies that would form the various elements of the new Comprehensive Plan. The resulting document was substantially driven by statutory requirements for goal, objectives, and implementing policies.

Tallahassee and Leon County were required to submit the updated Comprehensive Plan to the Florida Department of Community Affairs (DCA) by February 1, 1990. There were numerous policies initially found not in compliance by DCA. It took over a year to negotiate various changes. In July 1991, 59 policy changes were adopted and the Plan was eventually found in compliance.

Since 1991 the Comprehensive Plan has been updated at least once a year. Evaluation and Appraisal Reports (EARs) required every seven years have been conducted regularly. Over the past 25 years, there have been 976 proposed amendments to the current Comprehensive Plan.

Current Comprehensive Plan

Today, the comprehensive plan is approximately 350 pages in length. It contains ten (10) elements, eight (8) of which are required by state statute and two (2) that are optional. Within these elements are 43 goals, 149 objectives, and 751 implementing policies. Within the Land Use Element, there are 25 future land use categories.

Since adoption of the current plan 25 years ago, there have been changes large and small to the Comprehensive Plan. Many changes were enacted to comply with changing state statutory requirements and most were piecemeal rather than comprehensive.

Amendments to the plan to implement local values and priorities have primarily focused on a specific initiative or target area, such as the development of a Downtown Boundary, creation of the Multimodal Transportation District (MMTD), and development of Wakulla Springs protection policies. These were

[1] *1981 Tallahassee-Leon County Comprehensive Plan, Introduction*

positive changes, and the implementation of these policies continues to have benefits for the citizens of Tallahassee and Leon County. However, changes to the Comprehensive Plan to implement specific initiatives or area plans coupled with continuous efforts to comply with changing state regulations have resulted in a lack of cohesion within and across elements of the plan. In particular, heavily amended elements, such as the Land Use Element, have become very fragmented and cumbersome.

Comprehensive Plan Update Project

At a joint meeting of the Tallahassee City Commission and the Leon County Board of County Commissioners on May 26, 2015, staff from the Tallahassee-Leon County Planning Department presented a multi-year scope and schedule for updating the Land Use Element of the Comprehensive Plan. This project was initiated by the Board of County Commissioners at the December 8, 2014 Annual Retreat. At this meeting, Planning staff presented an overall analysis of the effectiveness of the Comprehensive Plan. This analysis included an overview of previous reform efforts and statistics regarding both administrative and privately-initiated amendments to the plan. As a result of this presentation and subsequent discussions, the Board created two new Strategic Initiatives aimed at revising, reformatting, and generally improving the overall usability of the Tallahassee-Leon County Comprehensive Plan.

- Reformat the existing on-line Comprehensive Plan to modernize its appearance and increase usability[2].
- Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan.

The following section will dive deeper into the recent analysis of the Land Use Element - identifying current shortcomings regarding structure and content but also highlighting Land Use Element policies that continue to work well for the residents of Tallahassee and Leon County.

[2] This effort has been completed and the reformatted Comprehensive Plan was presented to the Board at the October 13, 2015 meeting and the City Commission at the October 14, 2015 meeting. The reformatted Compressive Plan can be viewed online at www.talgov.com/planning.

The Land Use Element

State of the Land Use Element

The recent evaluation of the Land Use Element revealed a number of opportunities to improve the document guiding future growth and development in the Tallahassee-Leon County community. While the Land Use Element has been effective in helping to achieve long-term community goals, such as the establishment and maintenance of the Urban Service Area boundary, the current structure of the plan could be updated to improve consistency and usability and better capture current community values.

Incremental changes have led to inconsistencies regarding the content and format of the Land Use Element, with:

- Orphaned objectives and outdated policies interspersed throughout
- The inclusion of detailed development regulations more appropriately contained within the land development regulations
- Objectives and policies referencing completed initiatives and the creation of plans and guiding document already in existence
- The inclusion of dates that have passed
- Changes focused on statutory requirements and specific items of interest that lack a relationship to other elements of the plan

It is time for a large-scale update – since adoption of the current Comprehensive Plan in 1991, the Land Use Element has not been comprehensively revised. Though there are compelling reasons to update the Land Use Element, this effort will maintain and expand the components and aspects of the current element that have served the Tallahassee-Leon County community well. Recent revisions to the format and content of the future land use categories, such as Rural and Lake Protection, have improved clarity regarding allowed uses and the intent is to make similar changes to all future land use categories.

This effort also provides an opportunity to integrate the community's current vision and priorities into the Comprehensive Plan. Much of the content of the Land Use Element was developed to comply with state statutory regulations which have since been repealed.

The Land Use Element

The Land Use Element is required by F.S. §163.3177(6)(a) and designates "proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The element establishes the long-term end toward which land use programs and activities are ultimately directed."

The purpose of the Land Use Element is to ensure that the character and location of land uses is efficient, incorporate best management practices, incorporate principles of resource conservation and compact development, promote orderly land use transitions and human-scaled growth, and minimize threats to health, safety, and welfare that may be associated with incompatible land uses,

environmental degradation, hazards, and nuisances. Another purpose of this element is to maintain and manage a Future Land Use Map that reflects the local vision for managing the use of land.

In numerous ways, the Land Use Element is the largest element within the Tallahassee-Leon County Comprehensive Plan. The existing Land Use Element comprises over 40% of the pages within the current plan and contains 25% of all Comprehensive Plan policies directing future growth and development in the community. The Land Use Element is the most often utilized and referenced element of the Plan because it lays the foundation for land development decision-making.

Changing State Requirements and Regulations for the Land Use Element

Prior to 2011, the content of Land Use Elements in Comprehensive Plans across the state of Florida was governed by the requirements of Florida Administrative Code 9J-5. The implementation of these requirements and consistency of proposed developments and other Comprehensive Plan changes with the requirements of 9J-5 were interpreted and evaluated for local governments by the Florida Department of Community Affairs. Local governments were required to comply with numerous and specific state regulations when it came to promoting, regulating, and approving growth and new developments within their communities.

In 2011, the game changed. The 2011 Community Planning Act (*HB7207*) implemented the most sweeping changes to Florida's growth management laws since the passage of the 1985 Local Government Comprehensive Planning and Land Development Regulation Act. The 2011 Act shifted the maintenance and evaluation of comprehensive plans away from the Department of Community Affairs and to the local governments implementing the Plan.

As the authority and responsibility for maintaining and evaluating comprehensive plans was returned to the local governments, the mission of the state agency regulating local planning became greatly restricted and substantially less focused on interpreting local compliance with state requirements. Local governments in Florida now have increased control and responsibility regarding the interpretation and implementation of their Land Use Element. Cities and counties can now better use local priorities to draft the vision for growth and development in their community.

Structure of the Land Use Element

The structure of the Land Use Element is characterized by a hierarchical framework of goals, objectives and policies. A goal is an overarching principle that guides decision making. Objectives are specific, measurable steps that can be taken to meet the goal. Policies are guidelines, a statement of priority, or a mandate for specific action which is used to attain objectives.

The current evaluation revealed shortcomings regarding the structure of the Land Use Element:

- Over time, some sections have become outdated.
- Due to the piecemeal nature of amendments and changes, there has been a breakdown of the hierarchy in structure of Comprehensive Plan goals, objectives and policies.
- The content has been overburdened in an effort to comply with varying, detailed, and constantly changing state regulations.
- Most importantly, the goals should be updated to more accurately reflect the current community vision for future growth and development.

Vague Goals

Per Florida Statute (Ch. 186.003, F.S.) a goal is a "**long-term end toward which programs and activities are ultimately directed**." The Land Use Element includes spaces for 14 goals; there are seven existing goals and seven goals which have been deleted over time. The remaining seven goals address:

- Undeveloped areas within the Urban Service Area that are expected to undergo rapid development on a large scale
- Southern Strategy Area
- Welaunee Critical Planning Area
- Policies that address the special characteristics and needs of sub-areas of the City and County
- Promotion of continued growth with an emphasis on selected growth that pays for itself

Although seven goals were deleted over time, their associated objectives and policies still remain in the Land Use Element.

While some of the remaining goals do address important development regulations, others are too vague to articulate a clear vision for future development in the community. This is likely attributable to previous efforts to ensure compliance with state statutory requirements and address all required references for goal language. The following goals from the current Land Use Element illustrate this point:

Goal 1

The Comprehensive Plan shall protect and enhance the quality of life in this community by providing economically sound educational, employment, cultural, recreational, commercial, industrial and professional opportunities to its citizens while channeling inevitable growth into locations and activities that protect the natural and aesthetic environments and residential neighborhoods.

Goal 3

Tallahassee-Leon County should continue to grow with an emphasis on selected growth that pays for itself through the provision of well paid jobs and economic leverage factors which enhance the quality of life of the community.

In trying to address a multitude of community values, the above goals fail to specify a long term end which objectives and policies should support. Goals are not required to be specific, but they should be clear in establishing the community's vision for growth and development.

Immeasurable Objectives

Per Florida Statute (Ch. 186.003, F.S.) an objective is a "**specific, measurable, intermediate end that is achievable and marks progress towards a goal**." Many current objectives are not measureable and due to the deletion of half of the Land Use Element goals, may or may not address or mark progress towards the remaining goals. An example of an immeasurable objective is included below:

> ***Land Use Element Objective 3.2***
>
> Provide for the convenient, aesthetically pleasing and compatible location of office uses to provide business and professional services and employment opportunities that are easily accessible through planned integration into the existing transportation network.

The above objective is vague regarding how the provision of convenient, aesthetically pleasing and compatible location of office uses should be achieved, resulting in an immeasurable objective. No specific area of Tallahassee or Leon County is referenced, nor is convenient defined. Overall, the above objective does not provide any direction or measurable provisions to achieve its purpose or mark progress towards a goal.

Outdated Policies

Per Florida Statute (Ch. 186.003, F.S.) a policy identifies the manner in which "**programs and activities are conducted to achieve an identified goal**." While many policies may still be relevant and re-usable, numerous outdated policies are interspersed throughout the Land Use Element, such as the following:

> ***Land Use Element Policy 1.2.3***
>
> (a) By 2001, local governments will include requirements in their land development regulations that regulate the location of stormwater facilities or conveyance systems within any abandoned landfills.

Replication of Statutory Language

The Florida Department of Community Affairs evaluated local comprehensive plans to ensure compliance with state regulations and requirements. To ensure compliance, many communities including Tallahassee and Leon County, adopted goals, objectives, and policies exactly or closely replicating statutory language. As a result, the Land Use Element for the Tallahassee and Leon County community reflects numerous priorities and land use strategies dictated directly by the state of Florida.

An example of a now-defunct 9J-5 statutory requirement and an existing objective from the Land Use Element which closely mirrors this language:

Section 163.3177(6)(a), F.S. and 9J-5.006

(b)(1) Coordinate the future land uses with the appropriate topography and soil conditions, and the availability of facilities and services.

Land Use Element Objective 1.2

Coordinate the location of land uses with local soil conditions, topography, and aquifer vulnerability[1] as well as available services.

Lack of Continuity in Formatting and Content of Future Land Use Categories

Some future land use categories contain detailed descriptions of the types of uses allowed and include additional details such as allowable residential units per acre or maximum commercial square footage per site. Other future land use categories provide far less detail and leave site specific details, including allowable intensities and densities, to the land development regulations and zoning districts.

Recent revisions to the format and content of the Rural and Lake Protection future land use categories have improved clarity regarding allowed uses, densities, and intensities. The continuity of the future land use categories could be greatly improved by revising all categories consistent with the format established by these recent revisions. The updated future land use categories are included in Appendix A.

Detail as a Detriment

Occasionally, the inclusion of too much detail can be as detrimental to an efficient planning process as too little detail. The Land Development Matrix, intended to improve determinations of consistency among various policies within the Comprehensive Plan, is in practice more of an impediment to determining compatibility than an aide. Within numerous objectives and policies, the inclusion of detail more appropriate for the land development regulations results in unanticipated challenges for staff and property owners. In some cases, sections of the land development regulations are replicated verbatim within the Land Use Element:

[1] A 2009 revision added “aquifer vulnerability”

Leon County Land Development Regulations 10-6.619. - Commercial site location standards.

Commercial classifications

(1) Minor commercial.

a. Major function: Provide for sale of convenience goods and services to immediate residential area.
b. Location:
    1. On or near the intersection (access within 330 feet of the centerline of the intersection) of local and arterial, collector and arterial, collector and collector

Tallahassee-Leon County Comprehensive Plan - Land Use Element Policy 3.1.2

A. Commercial classifications

1. Minor commercial
    a. Major Function: Provide for sale of convenience goods and services to immediate residential area
    b. Location:
        1. On or near the intersection (access within 330 feet of the centerline of the intersection) of local and arterial, collector and arterial, collector and collector

The Land Use Element is also hindered by the inclusion of specific area plans These special area plans often include detailed policies and development standards more appropriate for a sector plan or Planned Unit Development (PUD) consistent with but outside of the Comprehensive Plan. Special plans are also more sensitive to changing conditions since the intent is most often very specific and focused on a small area of the community. As a result, Comprehensive Plan amendments are sometimes necessary to amend the details found in these plans to address changing conditions over time or changes in market conditions.

Disconnected Relationship between Mobility Element and Land Use Element

Land use decisions and transportation decisions are inextricably linked. How people travel within their community is directly tied to how places are developed and where growth occurs. Different types of land uses and development patterns are supported by transportation in differing ways. The Mobility Element recognizes this link between land use and transportation in Policy 1.2.1, stating, “Recognizing that urban, suburban, and rural areas have different needs, develop and maintain context sensitive design standards for transportation facilities to protect and enhance community character and enhance the safety and desirability of walking, cycling, and transit.”

Transportation systems and infrastructure supporting efficient and safe pedestrian, bicycle, transit, and automobile travel are a primary concern for the Tallahassee-Leon County community. In November

2014, Leon County voters approved an extension to the penny sales tax to fund transportation and quality of life improvements, including:

2020 Sales Tax Extension:

- Improve and expand local roads
- Reduce traffic congestion
- Build new sidewalks to local schools, commercial areas and recreational amenities
- Target projects in all parts of Leon County
- Reduce neighborhood flooding
- Expand green spaces, parks and natural areas
- Create and promote jobs in our community

The implementation of these projects will have land use implications. Similarly, transportation decisions and implementing policies will be equally influential as land use policies in dictating how Tallahassee-Leon County will develop over the next 20 years. Currently, the majority of policies addressing land use are contained within the Land Use Element, and the majority of policies addressing transportation are found within the Mobility Element. However, both elements contain policies addressing the interrelated nature of transportation and land use in achieving community goals for growth and development:

Mobility Element Objective 1.1

Land Use and Transportation Coordination

Coordinate transportation and land use systems that foster vibrant communities with compact urban forms and a mixture of uses to minimize travel distances, reduce vehicle miles traveled and greenhouse gases, and to enhance pedestrian and bicycle mobility and transit accessibility.

Mobility Element Policy 1.1.8

Development projects shall contribute to providing a safe, convenient, comfortable and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use. Appropriate improvements or enhancements to the multimodal network shall be required as a condition of development approval, such as…..

These policies implement development standards in order to achieve a transportation-related goal – for example, in order to realize a “safe, convenient, comfortable and aesthetically pleasing transportation

environment that promotes walking, cycling, and transit use," Policy 1.1.8 of the Mobility Element requires site-specific design standards such as shaded sidewalks and the installation of bike parking "as a condition of development approval." In order to "foster vibrant communities with compact urban forms and a mixture of uses to minimize travel distances," Objective 1.1 of the Mobility Element directs Tallahassee and Leon County to "coordinate transportation and land use systems."

The complimentary transportation and land use goals within the above objective and policy are intertwined. The Comprehensive Plan Update project presents the opportunity better connect the shared land use and transportation vision within a single element. This will be an effective change that will aide in implementing the community's vision for efficient and sustainable growth and development in Leon County.

What the Land Use Element Gets Right

The Urban Service Area (USA) boundary promotes compact and efficient growth by directing future development to areas where residents and businesses can expect the availability of urban infrastructure and services, such as roads, mass transit, stormwater facilities, sanitary sewer, solid waste, and parks. The intent of the Urban Service Area is to promote efficient and compact urban growth, protect the rural character of areas outside the USA from incompatible uses and densities; and assure that local government can afford to provide needed urban services to areas designated to receive such services.

Growth Management/Urban Services Area

Land Use Element Policy 1.1.1

In order to discourage urban sprawl, new development shall be concentrated in the urban service area plus in the Woodville Rural Community future land use category and the rural communities of Capitola, Chaires, Ft. Braden and Miccosukee, as designated on the future land use map.

Maintenance of the USA boundary and the promotion of growth within this area benefit the community in various ways:

- Reduces the premature development of rural lands
- Fosters more compact development that fosters more transportation alternatives that fosters the reduction of Green House Gas emissions
- Fosters more affordable living (smaller lots and reduced transportation costs)
- Increases efficiency of local government to provide urban services

The maintenance of the USA boundary is directly correlated with local goals because it reduces sprawl and facilitates efficient use of existing municipal services and infrastructure. *The Measuring Sprawl*

2014[2] report found that sprawling cities were correlated with higher rates of obesity, traffic fatalities, ozone pollution, lack of social capital, vehicle miles traveled, physical activity, and residential energy use.

The researchers also found that reducing sprawl had positive socio-economic benefits as well. Residents of more compact metros had greater upward economic mobility: "for every 10 percent increase in an index score, there is a 4.1 percent increase in the probability that a child born to a family in the bottom quintile of the national income distribution reaches the top quintile of the national income distribution by age 30."Residents of compact metro areas also have longer, healthier lives, with lower BMIs, lower blood pressure, lower rates of diabetes, and fewer car crash fatalities. An average American in a more compact county has a life expectancy three years longer than one in a less compact county[3].

Tallahassee and Leon County are doing an exceptional job when it comes to reducing sprawl and growing more compact. Local planning efforts recently received national accolades for a reduction in sprawl development patterns. A 2014 study by Reid and Ewing[4] was featured in a *City Lab* article and focused on quantifying how cities around the United States have grown more compact or continued to sprawl between 2000 and 2010. Tallahassee was specifically recognized as the city with the most substantial shift towards compact growth within the ten-year study period. Per the *City Lab* article, "When it comes to promoting compact growth between 2000 to 2010, Tallahassee laps the field[5]." This statement highlights the success of the USA policies within the Land Use Element and speaks to how local policies have positively influenced responsible growth in the community.

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[2] "Measuring Sprawl 2014." Smart Growth America, April 2014. http://www.smartgrowthamerica.org/documents/measuring-sprawl-2014.pdf

[3] "A Ranking of the Most Sprawling U.S. Metro Areas, and Why You Should Care." Goodyear, Sarah. April 2, 2014, *City Lab*. http://www.citylab.com/work/2014/04/ranking-most-sprawling-us-metro-areas-and-why-you-should-care/8782/

[4] "A longitudinal study of changes in urban sprawl between 2000 and 2010 in the United States" Shima Hamidi and Reid Ewing, *Landscape and Urban Planning*; Volume 128, August 2014, Pages 72–82

[5] "The U.S. Cities That Sprawled the Most (and Least) Between 2000 and 2010." Jaffee, Eric. June 4, 2014. *City Lab*. http://www.citylab.com/housing/2014/06/the-us-cities-that-sprawled-the-most-and-least-between-2000-and-2010/372105/

Highlights and Recommendations

Highlights and Recommendations

The goal of the Comprehensive Plan Update project is to *align the land use and development plan with established community priorities*, beginning with a comprehensive assessment and revision of the Land Use Element.

The Tallahassee-Leon County Comprehensive Plan provides the blueprint for growth and development within Leon County. The Comprehensive Plan is used every day in decisions made by local government and guides and informs the actions of property owners, developers, businesses, and neighborhoods. The Land Use Element is the most often utilized and referenced element of the Plan because it lays the foundation for land development decision-making**.** While there have been changes, the **Land Use Element has not been comprehensively revised since the current Plan was adopted in 1991**. The Tallahassee and Leon County community has changed and grown over the past 25 years and the Land Use Element should incorporate current values and priorities into the community's blueprint for future growth and development. This update to the Land Use Element is an opportunity to make these changes, as well as address the structural and content issues revealed during the course of this analysis.

This *State of the Land Use Element Report* summarizes the recent analysis of the Land Use Element - identifying current shortcomings but also highlighting aspects of the Land Use Element that continue to work well and positively serve the residents of Tallahassee and Leon County. As a result of recent changes to state statutory requirements and state evaluation of local comprehensive plans, there are new opportunities to revise and update the Land Use Element to better reflect the current community vision. Local governments now have significantly more control over the comprehensive planning process, and the authority to structure the Land Use Element to better address community values.

State of the Land Use Element

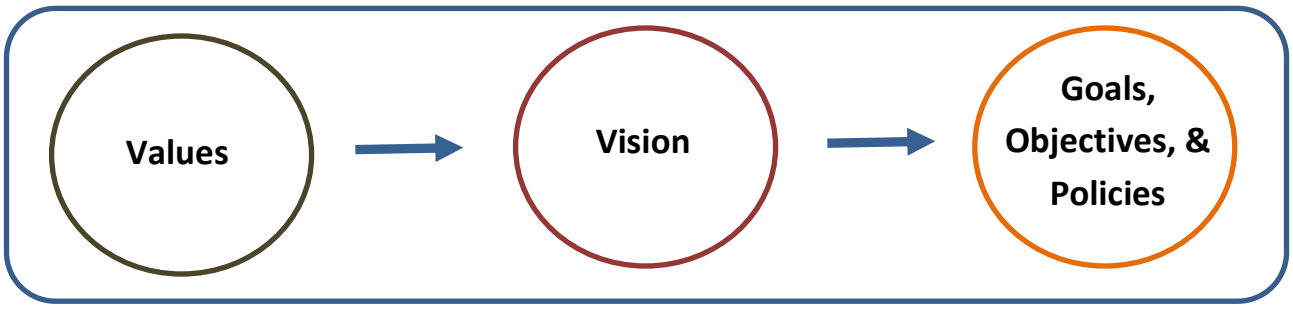
Though there have been changes over the past 26 years, the Land Use Element has not been comprehensively revised since the current plan was originally adopted. While there are compelling reasons to update the Land Use Element, this effort will maintain and expand the components and aspects of the current element that have served the Tallahassee-Leon County community well.

Recommendation: Move forward with a comprehensive revision to the Land Use Element to address the issues identified in this report, but maintain and expand on strong policies that continue to implement community goals for responsible growth and development.

A Values-Driven Approach to Updating the Comprehensive Plan

This holistic revision to the Land Use Element presents an opportunity to bring together a values-driven and data-informed approach to updating the Comprehensive Plan. A values-driven approach to comprehensive planning focuses on issues and values expressed by citizens as the basis for developing the goals, policies, and implementation strategies of the plan. Engrained in the values-driven approach is the goal that planning for future growth and development should be guided by the things that people value about the place where they live and the ways in which they would like to see that place change for the better in the future. A values-driven approach to comprehensive planning will incorporate relevant data, including historic trends and current demographic and socio-economic statistics, with the purpose of informing the development of objectives and policies that implement the values-based vision and goals.

Values-based Planning Approach - Phases



- **Values:** Structured program of citizen involvement designed to identify community issues and values and build consensus
- **Vision:** Articulation of an overarching concept or vision for the future of the community based on existing values and informed by locally relevant data and analysis
- **Formation of Goals, Objectives, and Policies:** Translation of the overarching vision into specific policy direction supported by data

Recommendation: Utilize a values-based and data-informed planning approach to updating and revising the Land Use Element.

Recent Community Visioning Efforts

Since 2012, there have been three large-scale community visioning efforts which engaged thousands of local citizens. These recent community visioning efforts, including the Sales Tax Extension, Imagine

Tallahassee, and the 2040 Regional Mobility Plan, provide valuable insights into current community concerns, desires, and priorities.

- *Imagine Tallahassee (2013):* Financed with private funds and supported by City and County staff, *Imagine Tallahassee* was a focused citizen engagement initiative providing citizens an opportunity to identify a vision for their community and imagine the future of economic development.

- *Sales Tax Extension Citizens Committee Final Report (2014):* Over the course of two years, the Citizens Committee held dozens of public meetings and sought input from thousands of citizens in order to make final recommendations regarding citizen priorities for sales tax revenue investments.

- *2040 Regional Mobility Plan (2015):* The 2040 Regional Mobility Plan (RMP) establishes the five-year long range transportation Plan for the four-county Capital Region area. Visioning was completed for the RMP through a series of public workshops held in each of the counties in the CRTPA Region.

Recommendation: Utilize recent community visioning efforts to identify current community values, priorities, and trends. Compile the findings of these analyses and integrate the results into the community outreach activities for the Comprehensive Plan Update project.

An Opportunity to Integrate the Land Use and Mobility Elements

Community goals regarding land use and transportation are interrelated – the Comprehensive Plan should reflect this relationship. The separation of policies that jointly address both transportation and land use into two elements results in challenges implementing the vision for efficient, sustainable, and compatible growth and development within Leon County. Disconnected, the shared future vision that complementary land use and transportation policies aspire to is lost. The current effort to update the Land Use Element provides the opportunity to finally reconcile and recognize the relationship between land use and transportation within Tallahassee and Leon County. Combining these elements allows for the inclusion of the full land use and transportation vision, which will clarify the intent of numerous policies guiding development within the core of the community.

Recommendation: Integrate the Land Use and Mobility elements into a single element that jointly addresses land use and transportation.

Land Use & Mobility Elements Update: Scope and Schedule

Land Use and Mobility Elements Update: Scope and Schedule

As provided on the following page, a more detailed scope and complete phasing schedule has been developed for the updates to the Land Use and Mobility Element. Currently, the project is working through Phase One. Through a comprehensive analysis, the purpose of this initial phase is to gain a firm understanding of where we are and how we got here with regards to the structure and content of the current Land Use Element. The *State of the Land Use Element Report* details the findings of this initial "Self-Assessment."

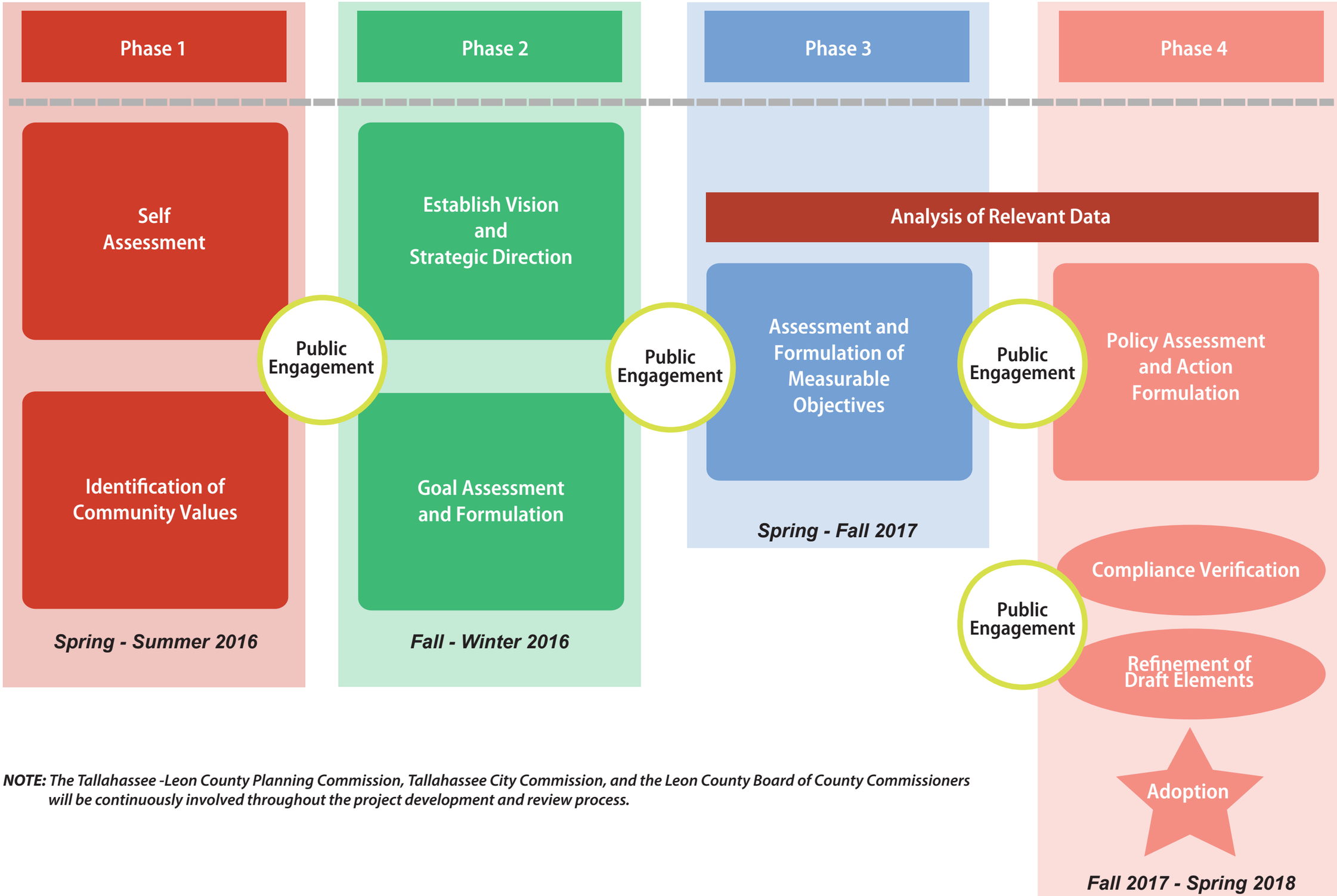
The second component of Phase One is the "Identification of Community Values." This is comprised of two actions:

1. *Analyses of Recent Community Visioning Efforts*: Over the past three years, there have been three large-scale community visioning efforts focused on Leon County. Thousands of citizens have taken their time to share their vision and desires for the future of their community.

2. *Initial Public Engagement*: After the review of the previous three community visioning efforts has been completed, we need to check-in with the community. These first public meetings and workshops to discuss the Comprehensive Plan Update project will focus on the current community vision for growth and development in Tallahassee and Leon County.

Most importantly, this effort is intended to inspire conversations about the future of the Tallahassee-Leon County community and how these concerns and desires can be incorporated into the local plan guiding growth and development. The goal of these efforts is to gain a clear understanding of current community-based values, which will inform the revision of current policies and the values-based planning process for the integrated Land Use and Mobility elements. Moving forward, the results of the community values analysis and public outreach program will be utilized to evaluate all existing goals, objectives, and policies within the Land Use and Mobility elements.

Land Use and Mobility Element Update



NOTE: *The Tallahassee -Leon County Planning Commission, Tallahassee City Commission, and the Leon County Board of County Commissioners will be continuously involved throughout the project development and review process.*

Appendix A

Appendix A: Revised Format for Future Land Use Categories

Land Use Element Policy 2.2.1: Rural/Agriculture

Intent

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area.

To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities,higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

Allowable Uses, Densities, and Intensities

Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a non-residential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

Community and Recreational Facilities

Community services, light infrastructure, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre.

Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

Special Conditions

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.

2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.

3. Non-residential development shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.

4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

Land Use Element Policy 2.2.18: Lake Protection

Intent

Lake Jackson, designated both an Outstanding Florida Water (OFW) and Aquatic Preserve, is one of the most unique waterways in Florida. Historically, the lake has suffered from water quality issues associated with rapid urbanization and large-scale roadway projects. Lake Jackson's water quality has improved since adoption of the Comprehensive Plan, due in large part to the adoption of stringent stormwater treatment standards and the implementation of capital projects; however, nutrient levels in the Lake remain elevated and the Lake continues to be designated "Impaired" by the Florida Department of Environmental Protection. The intent of the Lake Protection category is to ensure that development within the Lake Jackson basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality. The Lake Protection category is the basis for regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin. The bounds of this category are to be the Lake Jackson basin boundary adjusted to include contributing watersheds but excluding existing, more intensely developed areas south of Interstate 10 and areas outside the Urban Service Area.

Allowable Uses, Densities, and Intensities

Residential

The Lake Protection category shall allow for residential uses at a base density of one (1) dwelling unit per two (2) gross acres[1].To encourage compact and efficient development, two density bonus options are available for properties within the category:

1. A residential density of up to two (2) dwelling units per gross acre may be permitted within developments designed as a Clustered Subdivision.
2. A residential density of up to eight (8) dwelling units per gross acre may be permitted within the Lake Protection Node (LPN) zoning district.

[1] (Leon County) Any development affecting real property located in whole or in part within the Lake Protection Future Land Use Map category west of US 27 North for which an initial Planned Unit Development Concept or Final Development Plan was approved before January 1, 2005 shall be vested for all uses, intensities and densities set forth in the PUD Concept Plan Ordinance. Said PUD shall be entitled to rely on the closed basin exemption previously set forth in this section if the Commission determined prior to January 1, 2005 that the PUD met the requirements for such closed basin exceptions and that such determination has not been overturned by a court of competent jurisdiction at the time vested rights are sought under this provision. If a court of competent jurisdiction invalidates such a PUD due to reasons unrelated to whether the property met the requirements for the closed basin exception, any new or modified PUD application relating to the same real property shall be vested for the uses, intensities and densities of the previously approved PUD. All development within said certified closed basins approved pursuant to this provision shall be approved through the PUD amendment process, except that in unincorporated Leon County a one-into-two residential lot split exemption shall be processed according to the established County procedures instead of the PUD process.

Mixed-use & Non-residential

Non-residential and mixed-use development (including, but not limited to, office and commercial uses) within the Lake Protection category may only be permitted within areas designated with the Lake Protection Node (LPN) zoning district. Within this district, single use, non-residential development shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre. Projects containing a vertical mixture of uses, including any combination of office, commercial and residential uses, may receive a bonus of 2,500 s.f. per gross acre, for a total of 12,500 s.f. per gross acre.

Community and Recreational Facilities

Community services, light infrastructure, and recreational uses shall be permitted within the Lake Protection (LP) and Lake Protection Node (LPN) zoning districts. Facilities associated with these uses shall be allowed at a maximum intensity of 10,000 square feet (s.f.) per gross acre.

Special Conditions

The following special conditions shall apply to the Lake Protection Future Land Use category:

1. The Lake Protection Node zoning district shall only be permitted at the following intersections:
   - Highway 27 North and Sessions Road
   - Highway 27 North and Capital Circle NW/Old Bainbridge Road
   - Highway 27 North and Fred George Road
   - Bannerman Road and Bull Headley Road

   The exact extent of these Nodes shall be specified in the City of Tallahassee and Leon County land development regulations, but generally shall not extend beyond ¼ mile from the respective intersection and shall not include areas within a Special Development Zone (SDZ) or existing single-family subdivisions.

2. As an alternative to large-lot developments, Clustered Subdivisions shall be permitted within the Lake Protection zoning district. Clustered Subdivisions shall:
   - Contain a minimum of 60% contiguous open space preserved in perpetuity and comprised of such things as preservation and conservation features, Special Development Zones, undeveloped uplands, passive recreation areas, and storm water facilities designed as a community amenity;
   - Be developed at a maximum density of two (2) dwelling units per gross acre and,
   - Be served by central water and sewer systems.

3. A volume control based stormwater treatment standard shall be required for all development and redevelopment within the Lake Protection land use category. This standard shall ensure that runoff volumes in excess of the pre-development runoff volume

shall be retained for all storm events up to a 100-year, 24-hour duration storm. To encourage redevelopment in the Lake Protection category, a partial credit may be applied toward existing impervious surface on previously developed sites.

4. Additional development standards deemed necessary to protect Lake Jackson from further degradation and/or improve existing water quality may be included in the land development code.

5. Existing, lawfully established, non-residential uses within the Lake Protection land use category that are compatible with surrounding uses and meet all water quality standards for the Lake Jackson Basin shall be considered permitted uses.

NOTICE OF CHANGE OF LAND USE COMPREHENSIVE PLAN AMENDMENT PUBLIC HEARING

Joint City County Commission Transmittal Hearing Tuesday, April 12, 2016, 6:00 PM, 5th Floor, Leon County Courthouse 301 Monroe Street.

Proposed Map Amendments

PCM201601: Fairmeadow Neighborhood
Summary: 61 parcels comprising the Fairmeadow Subdivision located east of Ocala Road and north of West Pensacola Street and six parcels along Honeysuckle Drive
Existing Future Land Use Category: Residential Preservation
Proposed Future Land Use Category: University Transition
Applicant: Student Housing Rentals, LLC

PCM201602: Governor's Park
Summary: Multiple parcels totaling 30.2 acres comprising Governor's Park near Blairstone Road and Park Avenue
Existing Future Land Use Categories: Planned Development, Suburban, and Residential Preservation
Proposed Future Land Use Category: Recreation/Open Space
Applicant: City of Tallahassee

PCM201603: **Woodville Well Site**
Summary: Single parcel totaling 1.08 acres located along Duggar Road
Existing Future Land Use Category: Government Operational
Proposed Future Land Use Category: Woodville Rural Community with a Residential Preservation overlay
Applicant: City of Tallahassee

PCM201604: **Waterworks Site**
Summary: Portion of a single parcel totaling 0.59 acres in Downtown Tallahassee located at 404 East Gaines Street
Existing Future Land Use Category: Recreation/Open Space
Proposed Future Land Use Category: Central

Core
Applicant: Tallahassee-Leon County Planning Department

PCM201605: **Blairstone and Miccosukee**
Summary: Single parcel totaling 2.56 acres located at the northeast intersection of Blairstone and Miccosukee Roads
Existing Future Land Use Category: Government Operational
Proposed Future Land Use Category: Suburban
Applicant: Leon County

PCM201606: Tallahassee Memorial Hospital
Summary: Eight parcels located on and adjacent to the Tallahassee Memorial HealthCare campus
Existing Future Land Use Categories: Suburban, Government Operational, and Educational Facilities
Proposed Future Land Use Categories: Suburban and Government Operational
Applicant: Tallahassee-Leon County Planning Department

PCM201608: City of Tallahassee Utilities Operations Site
Summary: Single parcel totaling 72 acres owned by the City of Tallahassee located directly south of the Hopkins Power Generating Station along Blountsown Highway
Existing Future Land Use Categories: Suburban and Urban Residential-2
Proposed Future Land Use Category: Government Operational
Applicant: City of Tallahassee

PCM201611: Drury Inn and Suites
Summary: Single parcel totaling 2.73 acres located at 1690 Raymond Diehl Road at the intersection of Capital Circle NE and Interstate 10
Existing Future Land Use Category: Suburban
Proposed Future Land Use Category: Activity Center
Applicant: Drury Development Corporation

Proposed Text Amendments

PCM201609: Intergovernmental Coordination Element
Summary: Amend Policy 2.1.4 of the Intergovernmental Coordination Element to create a requirement that the City of Tallahassee and Leon County enter into an interlocal agreement addressing annexation procedures, to

increase the amount of time Leon County has to review proposed annexations to 20 days, and ensure consistency between annexation policies and procedures.
Applicant: Leon County

PCM201610: Future Right-of-Way Needs Map
Summary: Amend the Mobility Element of the Tallahassee-Leon County Comprehensive Plan to update the Future Right-Of-Way Needs Map
Applicant: Tallahassee-Leon County Planning Department

The purpose of the hearing is to consider Cycle 2016 amendments to the Tallahassee-Leon County Comprehensive Plan. The Plan provides a blueprint of how the community is intended to develop over the next 15-20 years. The plan amendments may be inspected by the public at the Tallahassee-Leon County Planning Department, located on the third floor of the Frenchtown Renaissance Center, 435 North Macomb Street, Tallahassee, Florida, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.. For more information, contact the Planning Department at (850) 891-6400.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least three (3) working days prior to the hearing. The Department's phone number is (850) 891-6400. The telephone number of the Florida Relay TDD Service is 1-800-955-8771.

Be advised that if a person decides to appeal any decision made with respect to any matter considered a this hearing, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

TALLAHASSEE - LEON COUNTY
PLANNING
DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

Leon County

Board of County Commissioners

Notes for Agenda Item #22

Leon County
Board of County Commissioners
Cover Sheet for Agenda #22

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Adopt an Ordinance to Regulate Outdoor Dog Friendly Dining Areas

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Weldon Richardson, Senior Planner, Development Services Ryan Culpepper, Director, Development Services

Fiscal Impact:
This item has a minor fiscal impact to the County. The County will collect $100 for the initial fee and a $50 annual renewal fee for each application. As the proposed ordinance only applies to the unincorporated area of the County, staff does not anticipate a large number of applicants.

Staff Recommendation:
Option 1: Conduct the first and only Public Hearing and adopt the proposed Ordinance to regulate outdoor dog friendly dining areas (Attachment #1).

Option 2: Adopt the proposed Fee Resolution for the application review, inspection and approval process associated with the proposed Dog Friendly Dining Ordinance (Attachment #2).

Report and Discussion

Background

In May 2006, the Florida Legislature enacted Florida Statute 509.233 allowing cities and counties to permit dogs in outdoor dining seating areas, ending a long-standing ban (Attachment #3). Restaurant health laws, whether administrative or statutory, originate at the state level. There are no Federal laws that apply to the allowance of dogs in restaurants with the exception of the Americans with Disabilities Act (ADA), which requires that restaurants allow service and guide dogs at indoor and outdoor dining areas.

The 2006 Statute allows local jurisdictions to establish, by Ordinance, a local exemption to allow patrons' dogs within designated outdoor portions of public food service establishments. The adoption of the local exemption is made at the sole discretion of the governing body of the participating local government. Any Ordinance adopted pursuant to F.S. 509.233 is required to be codified within the land development code of the participating local government.

By passing F.S. 509.233, Florida gave its cities and counties sole discretion and review authority to allow patrons' dogs at outdoor dining areas. Although this law does not, by itself, allow dogs at outdoor dining areas throughout Florida, the action sets a positive tone towards permitting designated outdoor areas for dogs.

Following the adoption of F.S. 509.233, the City of Orlando was first to adopt an Ordinance to allow patrons' dogs within designated outdoor portions of public food service establishments. Orlando's Ordinance not only enforces the provisions of F.S. 509.233, but also provides specific criteria to be set forth in the permitting process for the public food service establishments. Forty-two (42) jurisdictions in the state have followed suit in adopting ordinances to allow for dog friendly dining within designated outdoors areas since 2006.

On December 7, 2015, at the annual Board of County Commissioner's Retreat, the Board directed staff to proceed with the development of a dog-friendly dining ordinance. At their January 26, 2016, regular meeting, the Board authorized staff to proceed with drafting the Outdoor Dog Friendly Dining Ordinance.

Analysis

Over the last few years, the County has received several requests within new commercial developments to allow patrons' dogs in public designated dining areas; more specifically, within the Fallschase PUD, Bannerman Crossing and Persimmon Hill developments. "Doggie Dining" may become a way for restaurant owners to expand their customer base by welcoming dogs to their outdoor porches and patios, and hosting pet-themed events.

In order to protect the health, safety, and general welfare of the public, the local jurisdiction exemption provided under Florida Statute requires participating public food service establishments to apply for and receive a permit before allowing patrons' dogs within designated outdoor areas. According to the F.S. 509.233, the following information shall be included as part of the permit application: 1) a diagram and description of the outdoor area to be designated as available to patrons' dogs, including a depiction of the fences and barriers of the outdoor dining areas; and 2) a description of the days of the week and hours of operation that patrons' dogs will

be permitted in the designated outdoor area. Additionally, F.S. 509.233 requires the local exemption Ordinance to include specific regulations regarding: 1) sanitation measures; 2) general outdoor dining operations; and 3) signs reminding employees and patrons of applicable rules. Other guidelines and standards may be included, if necessary. In order to ensure compliance with F.S. 509.233, staff has drafted a permit application outlining the criteria and regulations for permitting a designated outdoor dog dining area (Attachment #4).

Staff completed a survey of permit (or license) fees charged by jurisdictions in the state that have adopted dog friendly dining ordinances pursuant to the provisions of Florida Statute 509.233 (Attachment #5). The City of Destin charges $540.00/year while several smaller cities surveyed did not charge for the review and approval of the associated permit. These examples were considered as outliers for purposes of the review and not included in the analysis. The average initial fee charged by the twenty-six (26) jurisdictions surveyed indicated an average initial fee of approximately $125.00, with the annual renewal fee typically being the same as the initial permit fee or one-half of the initial fees charged. Based on this review and analysis, staff is recommending the Board adopt an initial permit fee of $100.00 with an annual renewal fee of $50.00 (Attachment #2). The recommended fees will only provide limited cost recovery, and could be revisited by staff in the future based on the number of establishments participating and staff workload associated with the implementation and enforcement of the Ordinance.

<u>DSEM Citizen's User Group Comments and Recommendations</u>
Staff provided the proposed Ordinance to the DSEM Citizen's User Group for review and recommendations at their February 16, 2016 meeting. During this meeting, the User Group had four main questions/recommendations: 1) are service dogs exempt from the proposed Ordinance; 2) are animals other than dogs allowed in the designated outdoor dog dining area; 3) is there a size and/or breed limitation; and 4) what are the approved products for cleaning dog waste in the designated outdoor area.

Staff evaluated the comments and recommendations received from the DSEM Citizen's User Group and found that service dogs are covered under the Americans with Disabilities Act (ADA) of 1990. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all such areas of the facility where the public is normally allowed. The Ordinance has since been revised to reflect the recommendations from the User Group, and the Group subsequently recommended approval of the proposed Ordinance (Attachment #1).

The Ordinance refers directly to Section 509 of the Florida Statutes, which specifies only dogs (without size or breed limitations) are allowed in the outdoor designated dog dining area; therefore, inclusion of additional language from the Statute would be unnecessary. Regarding the approved products to clean dog waste issue noted by the DSEM Citizen's User Group, staff will coordinate with the Division of Hotels and Restaurants with the Department of Business and Professional Regulation.

Tallahassee Leon County Planning Commission Determination

Tallahassee-Leon County Planning Department staff conducted a review of the proposed Ordinance and determined that it is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #6). Based on the recommendation of the Planning Department the Planning Commission voted unanimously to find the proposed Ordinance consistent with the Tallahassee-Leon County Comprehensive Plan and recommended that the Board of County Commissioners adopt the proposed Ordinance.

Public Notification

The Public Hearing has been publicly noticed, consistent with the requirements of Florida Statutes (Attachment #7).

As requested by the City of Tallahassee, the proposed ordinance applies only to the unincorporated area of the County.

Options:

1. Conduct the first and only Public Hearing and adopt the Ordinance to Regulate Outdoor Dog Friendly Dining Areas.

2. Adopt the proposed Fee Resolution for the application review, inspection and approval process associated with the proposed Dog Friendly Dining Ordinance.

3. Conduct the first and only Public Hearing and do not adopt the Ordinance to Regulate Outdoor Dog Friendly Dining Areas.

4. Do not adopt the proposed Fee Resolution for the application review, inspection and approval process associated with the proposed Dog Friendly Dining Ordinance.

5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Proposed Ordinance
2. Proposed Fee Resolution
3. Florida Statute 509.233
4. Draft Permit Application
5. Dog Friendly Dining Ordinance Fee Analysis
6. Consistency Review Memorandum from the Planning Department
7. Notice of Public Hearing

ORDINANCE NO. 16- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED "SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES," BY ADDING A NEW SECTION 10-6.818 ENTITLED "OUTDOOR DOG FRIENDLY DINING AREAS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 509, Florida Statutes, requires the State of Florida Division of Hotel and Restaurants (the "Division") of the Department of Business and Professional Regulation (the "Department") to carry out all laws and rules relating to the inspection and regulation of public food service establishments for the purpose of safeguarding the public health, safety, and welfare; and

WHEREAS, Section 509, Florida Statutes, requires the Division to adopt and enforce such rules as are necessary to ensure the protection of the public from food-borne illness in public food service establishments; and

WHEREAS, Section 509, Florida Statutes, further requires the Division to adopt such rules in order to "provide the standards and requirements for obtaining, storing, preparing, processing, serving, or displaying food in public food service establishments, approving public food service establishment facility plans, conducting necessary public food service establishment inspections for compliance with sanitation regulations, cooperating and coordinating with the Department of Health in epidemiological investigations, and initiating enforcement actions, and for other such responsibilities deemed necessary by the [D]ivision"; and

WHEREAS, pursuant to the grant of rulemaking authority cited in Section 509, Florida Statutes, the Division has adopted by rule sanitation and safety requirements of public food service establishments, including requirements relating to physical facilities, which adopts by reference certain portions of the Food and Drug Administration Food Code (the "Food Code"), as amended from time to time, as developed by the Food and Drug Administration of the United States Department of Health and Human Services; and

WHEREAS, the Food Code generally prohibits live animals from public food service establishments; and

WHEREAS, Section 509, Florida Statutes, expressly preempts to the state the regulation of public lodging establishments and public food service establishments for compliance with the sanitation standards adopted by the Division; and

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WHEREAS, Section 509, Florida Statutes, provides an exemption to Section 509, Florida Statutes, by authorizing the governing body of a local government to establish, by ordinance, a local exemption procedure to certain provisions of the Food Code in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

SECTION 1. Chapter 10, Article VI, Division 8 of the Code of Laws of Leon County, Florida, is hereby amended by adding a new section to be numbered Section 10-6.818 and entitled "Outdoor Dog Friendly Dining Areas," to read as follows:

Section 10-6.818. Outdoor Dog Friendly Dining Areas.

(1) *Purpose and Intent.* The purpose and intent of this section is to implement the program authorized by F.S. 509 by permitting public food service establishments within Leon County, Florida, subject to the terms and contained herein, to become exempt from certain portions of the United States Food and Drug Administration Food Code, as amended from time to time, and as adopted by the State of Florida Division of Hotels and Restaurants of the Department of Business and Professional Regulation, in order to allow patrons' dogs within certain designated outdoor portions of their respective establishments. This ordinance shall be known as the Outdoor Dog Friendly Dining Program.

(2) In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this section.

(3) Service dogs covered under the American's with Disabilities Act (ADA) of 1990, 42 U.S.C. 12101 et. seq., as amended, are exempt from this Ordinance. Under the ADA, State and local governments, business, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all such areas of the facility where the public is normally allowed.

(4) *Scope.* This section applies to public food service establishments located within the jurisdictional limits of Leon County lying outside the municipal limits of the City of Tallahassee.

(5) *Definitions*. Terms used in this section shall have the following meaning:

(a) *Division* means the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation (DBPR).

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(b) *Dog* means the domestic dog, Canis familiaris, or any of the various other animals of the family Canidae.

(c) *Outdoor Area* means an area adjacent to a public food service establishment that is predominantly free of any physical barrier on all sides and above.

(d) *Patron* has the meaning given to "guest" by Section 509, Florida Statutes.

(e) *Public food service establishment* has the meaning given it by Section 509, Florida Statutes.

(6) *Application Requirements.*

(a) Applications for a designated outdoor dog dining area permit under this section shall be made to the County Administrator or designee, and shall include, along with any other such information deemed reasonably necessary by the County Administrator or designee in order to implement and enforce the provisions of this section, the following:

1. The name, location, mailing address, telephone contact information, and e-mail address of the subject public food service establishment.

2. The name, location, mailing address, telephone contact information and e-mail address of the permit applicant.

3. Written authorization to obtain the permit from the owner of the property on which the public food service establishment is located if the applicant is not the owner.

4. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; boundaries of the designated area and any other areas of outdoor dining not available for patrons' dogs; any fences or barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the County Administrator or designee. The diagram or plan shall

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be accurate and to scale but need not be prepared by a licensed design professional.

5. A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

6. The license number issued by the Division for the public food service establishment.

7. Payment of an application review fee as established by the Fee Schedule approved by the Board of County Commissioners and on file with the Leon County Department of Development Support and Environmental Management (DSEM).

(7) *Permit issuance*. Upon the submittal of the required documents and application review fee to DSEM, the County Administrator, or designee, shall review and approve the application for the designated outdoor dog dining area. The County may impose additional conditions as necessary in order to protect the health, safety, and welfare of the community.

(8) *Permit renewal*. The permit shall be renewed annually, on or before October 1st, by submitting an application and the renewal fee as established by the Fee Schedule on file with DSEM. If the permit renewal application is received five (5) days or later past October 1st a late fee shall be assessed in addition to the annual permit renewal fee.

(9) *Permit transferability.* A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale or transfer of a public food service establishment, but shall expire automatically upon such sale or transfer. The subsequent owner shall be required to apply for a permit pursuant to this section if such owner wishes to continue to accommodate patrons' dogs.

(10) *Public food service establishment requirements*. In order to protect the health, safety, and welfare of the public, and pursuant to Section 509, Florida Statutes, public food service establishments that receive a permit to allow dogs in a designated outdoor area shall comply with the following requirements:

(a) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or

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otherwise handling any dog while serving food or beverages or handling tableware or before entering any other parts of the public food service establishment.

(b) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at tables in the designated outdoor area.

(c) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

(d) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable and direct control.

(e) Dogs shall not be allowed on chairs, tables, or other furnishings.

(f) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.

(g) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

(h) At least one sign reminding employees of the applicable rules, including those contained in this section, and those additional rules and regulations, if any, included as further conditions of the permit by the County Administrator or designee, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8 ½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(i) At least one sign reminding patrons of the applicable rules, including those contained in this section, and those additional rules and regulations, if any, included as further conditions of the permit by the County Administrator or designee, shall be posted in a

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conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8 ½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(j) At all times while the designated outdoor portion of the public food service establishment is available to patrons and their dogs, at least one sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons on notice that the designated outdoor portion of the public food service establishment is currently available to patrons accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8 ½ x 11) and printed in easily legible typeface of not less than twenty (20) point font size.

(k) Dogs shall not be permitted to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment shall not require entrance into or passage through any indoor or undesignated outdoor portion of the public food service establishment.

(11) *Complaints.* In accordance with Section 509, Florida Statutes, the County Administrator or designee shall accept and document complaints related to the Outdoor Dog Friendly Dining Program within the County, and shall report to the Division all such complaints and any County-related enforcement actions. The County Administrator or designee shall provide the Division with a copy of all approved applications and permits issued on an annual basis.

(12) *Enforcement.* Any public food service establishment allowing dogs within an unpermitted outdoor dining area shall be found in violation of Section 10-6.818 of the Leon County Land Development Code and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the LDC and general law.

(a) If the public food service establishment fails to acquire the proper permit or fails to cease performing the unpermitted activity within the time allowed after receipt of a notice of violation, the public food service establishment may be subject to enforcement pursuant to the

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code enforcement procedures established in Chapter 6 of the Leon County Code of Laws.

(b) Any public food service establishment that violates Section 10-6.818 of the Leon County Land Development Code shall be punished as provided in Chapter 1, Section 1-9 of the Leon County Code of Laws. Each day the violation exists shall constitute a separate violation for the purposes of this Ordinance and shall be punishable as such.

(13) *Revocation*. Any public food service establishment that fails to comply with the permitted outdoor dog dining area as provided in the application diagram approved with the permit shall be guilty of violating Section 10-6.818 of the Leon County Land Development Code and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the LDC and general law.

(a) The County Administrator or designee may revoke a permit for violation of the designated outdoor dog dining area if after notice and reasonable time in which the grounds for revocation may be corrected, the public food service establishment fails to comply with any of the standards, any condition of approval, fails to comply with the diagram or plans, or fail to maintain any required state or local license. Prior to revocation, the County Administrator or designee shall provide to the public food service establishment the following:

1. A written notice of intent to revoke the permit shall be provided to the applicant by certified mail;

2. A seven (7) calendar day opportunity to cure the alleged violation, or an opportunity to be heard prior to revocation.

(b) The decision to revoke a permit may be appealed to the Board of Adjustment and Appeals ("BOAA"). The decision of the BOAA shall constitute final action subject to judicial review. Any appeal of a revocation decision shall be made no later than thirty (30) calendar days of receipt of a notice of revocation by filing a written notice of appeal with the BOAA, along with the applicable appeal fee. Failure to file a written notice of appeal and appeal fee within the prescribed time period constitutes a waiver of the right to appeal.

(c) If revoked, an owner may not reapply for a period of 12 months from the date of revocation.

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(14) *Liability.* Prior to issuance of a permit, the applicant shall submit to the County Administrator or designee a signed instrument agreeing to indemnify and hold harmless the County and its council members, officers, employees, and attorneys. The signed instrument shall be in a form acceptable to the County Attorney and County Administrator or designee, but at a minimum the instrument shall state the applicant will indemnify and hold the County harmless against liability, including court costs and reasonable attorney's fees, through all appellate proceedings, for any and all claims for damage to property, or injury to, or death of, persons arising out of or resulting from the issuance of the permit.

SECTION 2. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become effective July 1, 2016 upon adoption by the Board of County Commissioners.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

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APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

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RESOLUTION NO. R16-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ESTABLISHING A FEE FOR THE REVIEW AND INSPECTION OF AN OUTDOOR DOG FRIENDLY DINING AREA PERMIT FOR THE DEVELOPMENT SERVICES AND ENVIRONMENTAL SERVICES PERMITTING FEE SCHEDULE ADOPTED AS RESOLUTION NO. 06-19 BY THE BOARD AND MADE EFFECTIVE OCTOBER 1, 2006.

WHEREAS, the Board of County Commissioners of Leon County, Florida, has in effect Environmental Services and Development Services Fees adopted pursuant to Resolution No. 06-19, which are used to offset operating costs related to the permitting, inspection and enforcement of land development regulations; and,

WHEREAS, through user fees, the Board has committed to recovering the cost of services provided by the Department of Development Support and Environmental Management; specifically the Divisions of Development Services and Environmental Services; and,

WHEREAS, the fee will offset the staffing and associated costs related to the review and inspection of outdoor dog friendly dining area applications, and the costs associated with enforcement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, DULY ASSEMBLED IN REGULAR SESSION THIS _____ DAY OF _____2016, AS FOLLOWS:

Section 1. That under, **Land Use and Code Compliance Determinations,** the following associated cost recovery fees shall be added:

Outdoor Dog Friendly Dining Area Permit - $100
Annual Renewal of Outdoor Dog Friendly Dining Area Permit - $50

Section 2. That this Resolution amending the Board's Resolution No. 06-19, which was adopted on June 13, 2006, with an effective date of October 1, 2006, to establish a fee schedule for Development Support and Environmental Management, shall be effective upon adoption by the Board.

LEON COUNTY, FLORIDA

BY:_____

Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY:_____
Herbert W.A. Thiele, Esq.
County Attorney

The 2015 Florida Statutes

Title XXXIII REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS	Chapter 509 LODGING AND FOOD SERVICE ESTABLISHMENTS; MEMBERSHIP CAMPGROUNDS	View Entire Chapter

509.233 Public food service establishment requirements; local exemption for dogs in designated outdoor portions.—

(1) LOCAL EXEMPTION AUTHORIZED.—Notwithstanding s. 509.032(7), the governing body of a local government may establish, by ordinance, a local exemption procedure to certain provisions of the Food and Drug Administration Food Code, as currently adopted by the division, in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments.

(2) LOCAL DISCRETION; CODIFICATION.—

(a) The adoption of the local exemption procedure shall be at the sole discretion of the governing body of a participating local government. Nothing in this section shall be construed to require or compel a local governing body to adopt an ordinance pursuant to this section.

(b) Any ordinance adopted pursuant to this section shall provide for codification within the land development code of a participating local government.

(3) LIMITATIONS ON EXEMPTION; PERMIT REQUIREMENTS.—

(a) Any local exemption procedure adopted pursuant to this section shall only provide a variance to those portions of the currently adopted Food and Drug Administration Food Code in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments.

(b) In order to protect the health, safety, and general welfare of the public, the local exemption procedure shall require participating public food service establishments to apply for and receive a permit from the governing body of the local government before allowing patrons' dogs on their premises. The local government shall require from the applicant such information as the local government deems reasonably necessary to enforce the provisions of this section, but shall require, at a minimum, the following information:

1. The name, location, and mailing address of the public food service establishment.

2. The name, mailing address, and telephone contact information of the permit applicant.

3. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the permitting authority. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

4. A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

(c) In order to protect the health, safety, and general welfare of the public, the local exemption ordinance shall include such regulations and limitations as deemed necessary by the participating local government and shall include, but not be limited to, the following requirements:

1. All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or

otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

2. Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.

3. Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

4. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.

5. Dogs shall not be allowed on chairs, tables, or other furnishings.

6. All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.

7. Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

8. A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.

9. A sign or signs reminding patrons of the applicable rules shall be posted on premises in a manner and place as determined by the local permitting authority.

10. A sign or signs shall be posted in a manner and place as determined by the local permitting authority that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.

11. Dogs shall not be permitted to travel through indoor or nondesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.

(d) A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

(4) POWERS; ENFORCEMENT.—Participating local governments shall have such powers as are reasonably necessary to regulate and enforce the provisions of this section.

(5) STATE AND LOCAL COOPERATION.—The division shall provide reasonable assistance to participating local governments in the development of enforcement procedures and regulations, and participating local governments shall monitor permitholders for compliance in cooperation with the division. At a minimum, participating local governments shall establish a procedure to accept, document, and respond to complaints and to timely report to the division all such complaints and the participating local governments' enforcement responses to such complaints. A participating local government shall provide the division with a copy of all approved applications and permits issued, and the participating local government shall require that all applications, permits, and other related materials contain the appropriate division-issued license number for each public food service establishment.

History.—s. 3, ch. 2006-72; s. 127, ch. 2007-5; s. 46, ch. 2009-195.

OUTDOOR DOG DINING AREA PERMIT APPLICATION

FEE: $_____

Please Return Completed Application To:
Department of Development Support and Environmental Management
Development Services Division
435 North Macomb Street, 2nd Floor
Tallahassee, Florida 32301

Applicant:_____ Phone:_____

Applicant's Address:_____
Street & Number City State Zip Code

Applicant's E-mail:_____

Name of Public Food Service Establishment:_____

Mailing Address:_____
Street & Number City State Zip Code

Phone:_____

Email Address for Food Service Establishment:_____

Physical Location (if different from mailing address):_____

Public Food Service Establishment License #:_____

Days of the week/hours of operation that patrons' dogs will be permitted in the designated outdoor area (check all that apply):

Days	Hours of Operation
☐ Sunday	_____
☐ Monday	_____
☐ Tuesday	_____
☐ Wednesday	_____
☐ Thursday	_____
☐ Friday	_____
☐ Saturday	_____

Please attach a diagram and description of the outdoor area to be designated as available to patrons' dogs, including the following:

- Dimensions of the designated area
- Depiction of the number and placement of tables, chairs and restaurant equipment, if any
- All entryways and exits to the designated outdoor area
- Boundaries of the designated area and any other areas of outdoor dining not available for patrons' dogs
- Existing fences or barriers
- Surrounding property lines and public rights-of-way, including sidewalks and common pathways

NOTE: The diagram should be accurate and to scale, but does not need to be prepared by a licensed design professional.

DRAFT

Jurisdictions with Dog Friendly Dining Ordinances and Associated Fees

MUNICIPALITY	INITIAL PERMIT FEE*
Bonita Springs	$100
Cape Coral	$75
Cedar Key	$50
City of Fernandina Beach	$40
Clearwater	$75
Dunedin	$75
Gainesville	$262
Indian Rocks Beach	$200
Jacksonville Beach	$75
Key West	$100
Lee County	$100
Martin County	$180
Mount Dora	$100
Naples	$100
Ocala	$100
Orlando	$250
Osceola County	$150
Palm Beach Gardens	$175
Panama City Beach	$50
Pinellas County	$215
Punta Gorda	$100
Sarasota County	$150
Seminole County	$75
St. Augustine	$250
St. Augustine Beach	$25
Vero Beach	$175

Average permit fee: $125

* Annual renewal fee is typically equal to initial permit fee, or half of the initial fee.

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

CITY OF TALLAHASSEE

LEON

"People Focused. Performance Driven"

MEMORANDUM

TO: Weldon Richardson, Senior Planner
Leon County Development Services and Environmental Management

FROM: Susan Denny, Senior Planner, Land Use Planning
Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Land Use Planning
Tallahassee-Leon County Planning Department

DATE: February 9, 2016

SUBJECT: Outdoor Dog Friendly Dining Area Ordinance

Description of the Proposed Ordinance:

The proposed Outdoor Dog Friendly Dining Ordinance will authorize the Leon County Department of Development Services and Environmental Management (DSEM) to issue permits to public food service establishments to allow the presence of patron's dogs in designated outdoor portions of their establishments. The ordinance also establishes health and safety requirements for operating dog-friendly outdoor dining areas and provides for penalties for not adhering to the requirements of the ordinance.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The Tallahassee-Leon County Comprehensive Plan defines "commercial" as "Generally, an activity or business involving the sale of goods and/or services carried out for profit." Public food service establishments, commonly known as restaurants, are commercial establishments. The Comprehensive Plan extensively addresses the size and location of commercial establishments through the implementation of the Commercial Land Use standards [See Land Use (LU) Objective 3.1 and associated policies], Future Land Use Map (FLUM) categories, and sector plans/planned development requirements.

In addition to size and location of commercial establishments, the Comprehensive Plan also addresses site design aspects of commercial (restaurant) development, including interconnections to adjacent sites, adequate parking and vehicular and pedestrian site circulation [LU Policy 3.4.3] roadway access [LU Policy 3.4.4], and the location of on-site service, delivery, and outside storage and refuse collection areas [LU Policy 1.4.12]. However, while the Comprehensive Plan provides extensive guidance on the location and site characteristics of commercial activities, it does not address operational health, and safety issues related to restaurants such as maximum occupancies, or the health issues related to the handing of food.

The proposed Outdoor Dog Friendly Dining Ordinance primarily addresses health and safety issues associated with dogs being in close proximity to food preparation and service. These are operational characteristics of restaurants not related to issues of location, size and site design of commercial establishments, which are addressed by the Comprehensive Plan.

However, even though the Comprehensive Plan does not address specific issues related to the presence of dogs in outdoor restaurant seating, the Comprehensive Plan does address outdoor dog companion dining in a more general way. In Tallahassee/Leon County there are approximately 1,000 restaurants and over 45,000 companion dogs. Clearly, we are a community that values both. The proposed ordinance would enhance the quality of life for dog owners who want to dine with their pets, as well as create cultural/recreational opportunities for those who enjoy being near dogs and their owners. In addition, the availability of dog dining restaurants may increase economic and professional opportunities for individuals in the Leon County hospitality sector. Finally, the health and safety provisions in the proposed ordinance help insure that the public will be protected from adverse consequences of sharing outdoor dining facilities with dogs.

These new cultural, recreational, commercial opportunities available through the proposed ordinance, as well as its safety protections, implements Comprehensive Plan Goal 1 [L] because it "protect[s] and enhance[s] the quality of life in this community by providing economically sound educational, employment, cultural, recreational, commercial, industrial and professional opportunities to its citizens…".

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds the proposed Outdoor Dog Friendly Dining Area Ordinance consistent with the Comprehensive Plan.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 12, 2016, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10 ARTICLE VI, DIVISION 8; ENTITLED "SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES," BY ADDING A NEW SECTION 10-6.818 ENTITLED "OUTDOOR DOG FRIENDLY DINING AREAS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: March 31, 2016

A16-0133

Leon County
Board of County Commissioners

Notes for Agenda Item #23

Leon County
Board of County Commissioners

Cover Sheet for Agenda #23

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider a Proposed Ordinance to Revise the County's Driveway Connection Permitting, Inspection and Enforcement Process

---

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management Tony Park P.E., Director , Public Works
Lead Staff/ Project Team:	John Kraynak, Director of Environmental Services Kathy Burke, Director of Engineering Services

Fiscal Impact:
It is anticipated this item will generate approximately $20,000 annually in application review fees. The increased revenues would be utilized to support the operation of the Development Support and Environmental Management Department (DSEM).

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and adopt the proposed Ordinance (Attachment #1) to revise the County's driveway connection permitting, inspection and enforcement process.

Option #2: Adopt the proposed Fee Resolution (Attachment #2) for the application review, inspection and approval processes associated with proposed driveway and street connections.

Option #3: Adopt the County Driveway and Street Connection Guidelines and Procedures Manual (Attachment #3).

Report and Discussion

Background:
At the Board's July 8, 2013, Budget Workshop, staff presented the recommendations of the LEADS Cross Departmental Action Team, which were approved by the Board. The recommendations included the consolidation of inspection responsibilities associated with the permitting of development and construction. The Action Team noted that during the permitting and inspection process, inspectors from both Public Works and DSEM are required to visit the site based on the current regulatory process as established in the County's Code of Laws, and implemented by Board-adopted policies and procedures.

The LEADS Cross Departmental Action Team recommendations included the transfer of the permitting, inspection and enforcement responsibilities associated with driveway and street connection permits from Public Works to DSEM. The transfer of these responsibilities to DSEM would eliminate the need for Public Works inspectors to visit a site in conjunction with the construction of a driveway connection to a public road. DSEM staff would complete the required connection inspections in conjunction with other required site inspections associated with environmental and building code compliance. The Action Team also noted that by consolidating driveway connection inspections in this manner, it would enhance the delivery of customer services and would also allow Public Works inspection resources to be utilized on other public infrastructure projects.

Subsequent to the transfer of the permitting, inspection and enforcement responsibilities associated with connection permits, DSEM and Public Works staff has undertaken cross-training to ensure a seamless transition. Additionally, staff has drafted revisions to the County's Code of Laws to implement the transfer of the program to DSEM, and revised the implementing policies and procedures for the County's driveway and street connection permit review, inspection, and enforcement process.

The opportunity to revise the driveway permitting process was identified as a result of the following revised FY2012 - FY2016 Strategic Initiatives that the Board approved at the January 26, 2016 meeting:

- Conduct LEADS Reviews (G2) (2012)

This particular Strategic Initiative aligns with the Board's Strategic Priority:

- Governance - "Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value." (G2)

Analysis:
The proposed Ordinance transfers the responsibility for implementation of the County's driveway and street connection permitting, inspection and enforcement process from Public Works to DSEM, and subsequently moves the associated requirements and criteria from Chapter 16 (Streets, Roads and Public Ways) to Chapter 10 (Land Development Code) of the County's

Code of Laws (Attachment #1). Additionally, the enforcement provisions in the proposed Ordinance have been revised to provide the Code Enforcement Board the authority to enforce the provisions of the County's driveway and street connection permitting requirements. This revision provides consistency with regard to the procedural enforcement of the regulatory provisions in the County's Land Development Code.

The proposed revision to the County's Code of Laws is procedural, and therefore does not require review by the Planning Commission for consistency with the Comprehensive Plan. Only one Public Hearing is required because the proposed Ordinance is a transportation planning and engineering-design based regulation that does not impact land use. The proposed Ordinance includes an effective date of May 16, 2016, which will provide adequate time to transfer the program responsibilities from Public Works to DSEM with minimal impact on the delivery of services to the public.

In addition to the proposed Ordinance revisions that would transfer driveway and street connection permitting responsibilities to DSEM, staff is also proposing an amendment to the DSEM Fee Schedule to incorporate the application review fees associated with the various types of driveway and connection permits (Attachment #2). Prior to recommending any increases to the fee schedule, staff determined that the building permit fee for an average site built home in Leon County is $2,578. In comparable counties for a similar product (site built home) the fee ranges from $4,000 to $4,200. Attachment #4 provides a complete analysis of the existing and proposed fee schedule. The proposed increase of $100 for the residential fee leaves the average total permit fee ($2,678) still well below comparable counties. With DSEM providing all of the inspections related to the driveway connections, staff is able to provide a more streamlined service to the building community by eliminating the need to coordinate with both Public Works and DSEM to schedule inspections and to now have the ability for multiple inspections to occur simultaneously.

Subsequent to the adoption of the County's initial Driveway and Street Connection Ordinance in 1991, the Board also adopted a regulatory and procedural document to assist with implementation. In conjunction with the proposed revisions to the County's regulations regarding the driveway connection permitting, inspection and enforcement process, staff has comprehensively revised the 1991 implementation manual. The proposed Driveway and Street Connection Guidelines and Procedures Manual establishes the implementing policies and procedures for the County's driveway and street connection permit review, inspection, and enforcement process, and will replace the regulatory and procedural document adopted by the Board in 1991 (Attachment #3). The comprehensively revised and updated Manual will complement the revisions to the County's Driveway and Street Connection Ordinance, provide consistency with the definitions and other applicable provisions of the Land Development Code, and integrate current transportation planning and engineering standards and professional practices into the County's permitting processes associated with driveway and street connections.

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #5).

Options:

1. Conduct the first and only Public Hearing and adopt the proposed Ordinance (Attachment #1) to revise the County's driveway connection permitting, inspection and enforcement process.

2. Adopt the proposed Fee Resolution (Attachment #2) for the application review, inspection and approval processes associated with proposed driveway and street connections.

3. Adopt the revised Leon County Driveway and Street Connection Guidelines and Procedures Manual (Attachment #3).

4. Conduct the first and only Public Hearing and do not adopt the proposed Ordinance to revise the County's driveway connection permitting, inspection and enforcement process.

5. Do not adopt the proposed Fee Resolution for the application review, inspection and approval processes associated with proposed driveway and street connections.

6. Do not adopt the revised Leon County Driveway and Street Connection Guidelines and Procedures Manual.

7. Board direction.

Recommendation:
Options #1, #2 and #3

Attachments:
1. Proposed Ordinance
2. Proposed Fee Resolution
3. Proposed Driveway and Street Connection Guidelines and Procedures Manual
4. Fee Analysis
5. Legal Notice

ORDINANCE NO. 16- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REPEALING SECTIONS 16-56(b), 16-58, 16-59 AND 16-60 OF ARTICLE III OF CHAPTER 16 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATED TO "DRIVEWAY CONNECTIONS"; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, BY ADDING ARTICLE XV ENTITLED "PERMITTING FOR CONNECTIONS TO COUNTY MAINTAINED ROADS AND STREETS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of the Permitting for Connections to County Maintained Roads Ordinance is to promote the public health, safety and general welfare by establishing criteria for permitting, siting and constructing driveway and roadway connections to county maintained roads; and

WHEREAS, the Ordinance will ensure compliance with Florida Department of Transportation standards while establishing County-specific guidelines and procedures for driveway and roadway connections to county maintained roads.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

SECTION 1. Sections 16-56(b), 16-58, 16-59, and 16-60 of Article III of Chapter 16 of the Code of Laws of Leon County, Florida, related to "Driveway Connections," are hereby repealed in their entirety.

SECTION 2. Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended by adding Article XV entitled "Permitting for Connections to County Maintained Roads and Streets," which article shall read as follows:

ARTICLE XV. PERMITTING FOR CONNECTIONS TO COUNTY MAINTAINED ROADS AND STREETS

Sec. 10-15.101. - Defined, classification.

(a) For the purpose of this article, a "connection" is defined as any driveway, street, turnout, sidewalk, bikeway, trail or other means providing for the movement of motor vehicles, pedestrians or bicycles to or from the public street system.

(b) Roadway connections will be classified according to the expected traffic volume using the connection, the type of property and land use served, and the type of connection. The classification shall be determined by the Department of

Development Support and Environmental Management in conjunction with the Department of Public Works. Classifications are:

(1) Class I: Minimum connection or sidewalk/bikeway;
(2) Class II: Minor connection (ADT from 40 - 1000 VPD);
(3) Class III: Major connection (ADT > 1000 VPD);
(4) Class IV: Public/private roads.

Sec. 10-15.102. Purpose and intent.

The purpose and intent of this article is to regulate and control the location, construction, and design of connections to county maintained roads and streets, thereby maximizing the capacity of the transportation systems by limiting driveway connections and harmonizing the needs and demands of the road users, the rights of the abutting property owners, and the needs of the county in controlling storm water discharge. It is not the purpose of this article to regulate connections on roadways maintained by the state department of transportation, or on roadways maintained by the City of Tallahassee.

Sec. 10-15.103. Appeals.

(a) Whenever it is claimed that the true intent or meaning of this article or any of the regulations promulgated hereunder have been misconstrued or wrongly interpreted, the owner, or the duly authorized agent of the owner, may appeal the decision of the administrative official to the Board of Adjustment and Appeals (the "Board"). Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the responsible administrative official under this article.

(b) Appeals hereunder shall be on forms provided by the Development Support and Environmental Management Department.

(c) The decision of the Board shall be final. The decision shall be in writing and shall indicate the vote. Every decision shall be promptly filed in the office of the Development Support and Environmental Management Department. A copy shall be sent by mail or otherwise to the applicant.

(d) The Board shall, in every case, reach a decision without unreasonable or unnecessary delay. In no case may the Board fail to render a decision on the application within five days after the final hearing.

(e) If a decision of the Board reverses or modifies a decision, order, requirement or determination of the responsible official, the affected administrative official shall immediately take action in accordance with such decision.

•

Sec. 10-15.104. Permit required.

No new connection or modifications to an existing connection to any county maintained road or street from any abutting parcel of property shall be constructed unless a permit

for the development activity has been obtained from the Department of Development Support and Environmental Management.

Sec. 10-15.105. Application for permit.

(a) Application for a permit for a connection shall be made to the Department of Development Support and Environmental Management.

(b) A construction plan for the proposed connection shall be included as part of the application.

(c) Applications for connection permits shall be accompanied by an application review fee. The review fee is established by the Board of County Commissioners by resolution. No application shall be considered complete or reviewed without the appropriate application review fee.

(d) Applications for connection permits shall be approved by the Department of Development Support and Environmental Management. Connection permits shall be approved in accordance with the standards and guidelines established in the County Driveway and Street Connection Guidelines and Procedures Manual. Copies of this document may be obtained from the Department of Development Support and Environmental Management.

Sec. 10-15.106. Construction.

All connections shall be constructed pursuant to the approved permit and any conditions therein. The construction shall be subject to inspection consistent with the inspection procedures outlined in Article IV by the Department of Development Support and Environmental Management and must conform to standards and guidelines established in the County Driveway and Street Connection Guidelines and Procedures Manual. The construction of such connections shall not be performed by the county.

Sec. 10-15.107. Enforcement.

The provisions of this Article shall be enforced by the Department of Development Support and Environmental Management consistent with the procedures outlined in Chapter 10 of the Leon County Code of Laws. Any person violating any provision of this article shall be punished according to law or in accordance with the findings of any duly established code enforcement board. Each day any violation continues shall constitute a separate offence. No building permit shall be issued for a site unless and until a required connection permit has been secured, nor while any violation of this article exists on the site. No "certificate of occupancy" shall be issued for a structure on a site which is under a "notice of violation."

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

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

SECTION 5. Effective date. This ordinance shall have effect upon becoming law, but shall commence beginning May 16, 2016.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

RESOLUTION NO. R16-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ESTABLISHING A FEE FOR THE REVIEW AND INSPECTION OF A DRIVEWAY AND CONNECTION PERMIT TO THE DEVELOPMENT SERVICES AND ENVIRONMENTAL SERVICES PERMITTING FEE SCHEDULE ADOPTED AS RESOLUTION NO. 06-19 BY THE BOARD AND MADE EFFECTIVE OCTOBER 1, 2006.

WHEREAS, the Board of County Commissioners of Leon County, Florida, has in effect Environmental Services and Development Services Fees adopted pursuant to Resolution No. 06-19, which are used to offset operating costs related to the permitting, inspection and enforcement of land development regulations; and,

WHEREAS, through user fees, the Board has committed to recovering the cost of services provided by the Department of Development Support and Environmental Management; specifically the Divisions of Development Services and Environmental Services; and,

WHEREAS, the County has established fees to ensure the application review fees associated with new development and construction recover the costs associated with providing expedited, as well as exceptional, customer service consistent with Board policy; and,

WHEREAS, the fee will offset the staffing and associated costs related to the intake, processing, review and inspection of driveway and connection permit applications, and the costs associated with enforcement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, DULY ASSEMBLED IN REGULAR SESSION THIS _____ DAY OF _____2016, AS FOLLOWS:

Section 1. That under, **Miscellaneous Fees,** the following associated cost recovery application review fees shall be added:

Class I Connection Permit - $185.00
Class II Connection Permit – $500.00*
Class III and Class IV Connection Permits - $1,500.00*

*Connections proposed in conjunction with a County site and development plan review application will not be assessed this fee.

Section 2. That this Resolution amending the Board's Resolution No. 06-19, which was

adopted on June 13, 2006, with an effective date of October 1, 2006, to establish a fee schedule for Development Support and Environmental Management, shall be effective upon adoption by the Board.

LEON COUNTY, FLORIDA

BY:_____
Bill Proctor, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY:_____
Herbert W.A. Thiele, Esq.
County Attorney

Leon County
Driveway and Street Connection Guidelines and Procedures Manual

Adopted by the Leon County Board of County Commissioners

May 28, 1991

Amended by the Board of County Commissioners

_____

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PURPOSE

To protect the safe use of the public roadways by managing the number and type of connections to the public roadways.

I. INTRODUCTION

The provisions of this Manual shall apply to the installation, modification, and maintenance of all new or existing connections to the public street system of Leon County. A connection is a driveway, street (public or private), turnouts for future development, sidewalks, trails or other means for providing access of vehicles, pedestrians or bicycles to or from the public road system. A public street is a roadway that is owned and/or maintained by Leon County, City of Tallahassee or the Florida Department of Transportation (FDOT). This Manual outlines the standards for connections to public streets owned and maintained by Leon County. Connections to the State Highway System are governed by the FDOT. This Manual is intended to be in substantial conformance with the applicable Florida Statutes and the latest edition of the FDOT Driveway Information Guide. If this guide is silent as to a requirement, the criterion defaults to FDOT's. If this guide's criteria conflicts with FDOT's, this Manual governs.

Connections to designated Canopy Roads require adherence to the standards outlined in this manual and may require review by the Canopy Road Citizens' Committee and final approval by the Board of County Commissioners. The Director of Environmental Services or designee may waive requirements if deemed in the best interest for preservation of the tree canopy or protected slopes.

When in conflict, the Tallahassee-Leon County Comprehensive Plan and the Leon County Land Development Code (LDC) supersede the criteria outlined in this manual.

II. DEFINITIONS

The following words, terms and phrases, when used in this document, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Other applicable definitions are found in the LDC.

Access - Ability to enter or leave land connecting to the County road system.

ADA - Americans with Disabilities Act - Requirements of the Federal government governing construction standards to guarantee access for persons with disabilities.

ADT - Average Daily Traffic - The average 24 hour volume, being the total volume during a stated period divided by the number of days in that period. Normally, this would be periodic daily traffic volumes over several days, not adjusted for days of the week or seasons of the year.

Arterial Roadway - Shall mean a street and highway facility, including full and partial access controlled highways and major interstate, inter-county, intra-county and urban area entrance highways, which are designed to carry the highest traffic volumes and the

longest trips through and within the county.

Collector Roadway, Major – Shall mean a street that channels traffic between arterials, from other collector streets to the arterial system, and from a major activity center to the arterial street system. Major collector roadways may sustain retail and other commercial establishments along its route and may carry relatively high traffic volume.

Collector Roadway, Minor – Shall mean a street that conducts traffic from a number of minor streets to the major collector/arterial system, between other collectors, and from activity centers to a street of higher classification. Minor collectors are predominately residential in nature, generally with lower volumes, shorter trip lengths, and fewer trips than major collectors.

Connections - Driveways, streets, turnouts for future development, sidewalks, trails or other means of providing access to vehicles, pedestrians or bicycles to and from the public street system.

Construction Plans - Plan and profile drawings with sufficient detail to clearly demonstrate that the proposed connection or modification to an existing connection is in compliance with this Manual.

Corner Clearance or Corner Setback - The distance between the nearest point of the connection and the edge of the travel lane of the intersecting street.

Culvert Pipe - A pipe or box conduit installed under a connection, appropriately sized to convey the stormwater from the contributing basin.

Curb Cut - A connection that requires the removal of curb from the roadway edge to construct the connection.

Director – The Director of Development Support and Environmental Management (DSEM) or designee, the Director of Environmental Services.

Driveway - Shall mean a private road or way giving access from a public or private right-of-way to an adjacent or abutting property.

Driveway Angle - The angle between the driveway connection centerline and the edge of the travel way.

Driveway Separation - The distance between driveways measured along the right-of-way lines between driveway tangent points.

Driveway Width - The narrowest width of the driveway measured perpendicular to the centerline of the driveway, or the edge of travel way to edge of travel way. Width does not include any taper or radius needed to facilitate turning movements.

DSEM - Development Support and Environmental Management, the County department

responsible for the coordination of the review, issuance, inspection, and closeout of driveway and connection permits.

Engineer - A Professional Engineer licensed in Florida in accordance with Chapter 471, Florida Statutes.

Entrance Throat Depth - The distance along the driveway from the right-of-way line to the first internal decision point for traffic.

FDOT - Florida Department of Transportation - the agency responsible for managing and permitting access onto the State Highway System and whose standards this manual follows.

Flare - A triangular-shaped pavement surface that transitions the driveway pavement from the property/right-of-way line to the edge of pavement to facilitate turning movements.

Frontage - Shall mean the length of the property line of any one premises along a street on which it borders.

Frontage Road -Typically a public street which is situated parallel to and adjacent to arterial and/or collector roadways and which provide access to abutting properties while providing separation from through traffic.

Integrated Access System - A transportation system which includes joint driveways, acceleration/deceleration lanes, turn lanes, limited access driveways, and frontage/service roads to minimize level of service impacts to the abutting roadway.

Intersection Setback - The distance from the right-of-way line of the intersecting street to the edge of the nearest adjacent driveway connection.

Island - A physical barrier which separates traffic lanes for the purposes of limiting and/or directing traffic flow to a specific direction.

Local Road - Shall mean a street which collects traffic from adjacent land uses and channels it to the collector/arterial roadway system. Local streets are intended to carry the lowest traffic volumes. Local streets can provide access to small homogeneous residential, commercial, office or industrial land uses.

Median - The portion of the divided roadway that separates opposing lanes of traffic.

Median Cut - A break in the median to allow some level of access.

Operational Analysis - Utilizes site-specific traffic counts, through movements, turning movements, distribution of traffic, traffic projections to review the adequacy of the adjacent roadway system for safety and the need for various roadway improvements such as, but not limited to, acceleration or deceleration lanes, turn lanes, stop signs, traffic signals, median modifications, access modifications, etc. Depending on the scale of the

development and projected traffic distribution, the operational analysis may extend beyond the roadway immediately adjacent to the property.

Permit - A document issued by DSEM which allows the construction of a new or modification of an existing connection to a county-maintained roadway and may include the conditions of approval associated with the connection.

Private Street - Shall mean any street which has not been dedicated to a public body for public use and which provides access to more than one landowner's property, and whose primary function is traffic circulation rather than access to individual parking spaces.

Property Line - The line between two separate parcels of land or the boundary between a parcel of land and the road right-of-way.

Public Street - Shall mean any street designed to serve more than one owner's property which is dedicated for public use and protected for maintenance by the Board of County Commissioners or other public body.

Right-of-Way (ROW) - Shall mean a strip of land taken or dedicated for use as a public way or such use as is set forth in the instrument establishing the right-of-way.

Service Road -Typically a private street which is situated parallel to and adjacent to arterial and/or collector roadways and which provide access to abutting properties while providing separation from through traffic.

Setback - Shall mean the shortest distance between a building or structure and the lot line, whether front, side or rear, measured from the lot line to vertical exterior walls.

Shoulder - A portion of the roadway contiguous to the travel way for the accommodation of stopped vehicles, for emergency use, and for edge of pavement protection.

Sidewalk - A hard-surfaced walkway or pathway constructed of concrete, or other durable material, built to specifications of Leon County, for purposes of facilitation pedestrian access along a thoroughfare or internal to a development.

Sight Triangle - Shall mean the length of road visible to a driver on a side street or driveway to observe oncoming objects on the main street, as defined in the LDC.

Standard Indexes - The FDOT's Publication of Roadway and Traffic Design Standards, latest edition.

State Highway - A roadway which is part of the official State of Florida Highway System and is owned and maintained by FDOT.

Structure – Shall mean anything constructed, installed or portable, the use of which requires a location on a parcel of land. This term also includes billboards, swimming pools, poles, pipelines, transmission lines, tracks and advertising signs.

Temporary Connection Permit - A permit which authorizes connection to the public road system for a limited period of time, typically for a construction entrance.

Trail - A pedestrian, bicycle, or horse path that may connect to a public roadway. The trail may be improved or unimproved.

Travel Way - The portion of the roadway used for the movement of vehicles. It does not include shoulders, bicycle lanes, turn lanes, etc.

Tree - Shall mean any self-supporting woody plant having at least one well-defined stem a minimum of two inches DBH, and which normally grows to a minimum height of 25 feet in the county area.

Trip Generation - The number of trips projected to be generated from a proposed land use onto the adjacent roadway. Trips are estimated based on the latest edition of the Institute of Transportation Engineers (ITE) Manual.

Urban Service Area - Shall mean that area which includes all of the City of Tallahassee and a portion of the county which is to be developed at urban levels of density or intensity either immediately or over the course of the planning period. The boundaries of the urban service are as established in the Comprehensive Plan, as amended.

VPD - Vehicles per day.

VPH - Vehicles per hour.

III. CONNECTION CLASSIFICATIONS

Roadway and driveway connections are classified based on expected traffic volume using the connection. The permitting criteria and the information needed to review a connection permit are dependent on the classification. The level of plan detail requirements will increase as the connection class increases. DSEM shall determine the classification of connections. The total number of new trips generated at the proposed connection will be based on the generation rates from the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Class 1: Residential Connection or Sidewalk/Trail. This driveway connection classification is for a single-family home, duplex or multi-family dwelling of four (4) or fewer units. This class shall also apply to connections used for access to agricultural land and to all proposed sidewalk and trail connections. Commercial connections, regardless of the number of trips estimated to be generated by the proposed land use, are classified as a Class 2 or higher connection.

Class 2: Minor Connection. This is a connection that services the equivalent of more than four (4) residential units or any commercial use, regardless of the minimum trips. The total estimated trip generation associated with a proposed Class 2 connection is between 40 and 1,000 trips per day. This class does not apply to a proposed connection

that requires median modifications, turn lanes or an operational traffic analysis, regardless of the estimated number of trips associated with the proposed land use. All Class 2 connection requests are required to be designed by an engineer. Class 2 driveway connection permit applications shall be submitted concurrent with the project's site plan application submittal.

Class 3: Major Connection. This connection is projected to generate more than 1,000 vehicle trips per day. Examples of this connection class are high traffic commercial generators such as shopping centers, office parks, apartment or condominium complexes, or lower trip generators that have requested a median cut or other roadway modification such as, but not limited to, turn lanes and acceleration or deceleration lanes. A Class 3 permit application shall be prepared and submitted by an engineer. An operational traffic analysis of the proposed connection may be required regardless of the traffic concurrency status. The operational analysis shall review the functionality and safety of the proposed connection and not the operational level of service based on capacity. A Class 3 driveway connection permit application shall be submitted concurrent with the project's site plan application submittal and shall be reviewed by Public Works.

Class 4: Public or Private Roads. This classification level includes all new public or private road connections proposed to connect to an existing public roadway. A Class 4 permit application shall be prepared and submitted by an engineer. An operational analysis may be required, depending on the roadway connection location and projected trip generation. The operational analysis shall review the functionality and safety of the proposed connection, including any signalization requirements.

IV. POLICY ON THE COST OF CONSTRUCTION

The total cost of new connection construction or alteration to an existing connection, including required stormwater, shall be the responsibility of the applicant. The total cost of any offsite work required by the County due to altered traffic patterns or changes on the site that make the connection inefficient or unsafe, shall be the responsibility of the applicant. Any ROW disturbance or damage caused by the applicant during the construction of a roadway or connection shall be corrected to the original condition within the timeframe specified by the Director.

If the County Public Works Department revises traffic patterns or completes roadway work that is not attributed to the development that has been issued a connection permit, the County shall bear the cost to adjust/modify the connection(s) to accommodate the modified roadway condition.

V. CONNECTION PERMIT PROCEDURES

A. When to Apply for a Permit:

1. Before any connection to the public road system of Leon County is initiated or modified, DSEM shall issue a permit for the work. The connection permit shall be submitted at the time of the building permit for

a Class 1 driveway connection or concurrent with the submittal of a site plan application for Class 2 or higher connections. A single connection permit should be issued for the entire development site for the most comprehensive review of roadway impacts.

2. Issuance of a connection permit does not relieve the applicant from complying with the applicable provisions of the Comprehensive Plan or the LDC.

3. For all proposed, non-county public road connections to county roads by governmental entities, a connection permit is required from the entity proposing the connection.

4. A connection permit is not required for new connections to private roads or modifications to existing connections to private roads.

5. A permit is required for any modification to a connection to a county road.

B. Where to Apply for a Connection Permit:

All connection permit applications shall be submitted to DSEM.

C. Information Required for a Connection Permit:

1. All connection permits require the following information:

a. A general location map, a legal description of the site or sites upon which any and all portions of the development will be located, a tax parcel identification number, and evidence of ownership.

b. The name, local address and telephone number of an individual who shall be the designated contact for the project, and shall have adequate authority within the project administration to ensure compliance with this permit.

c. A narrative indicating the intent and scope of the proposed project.

d. A site plan illustrating the following:

i. grading plan;
ii. location of the proposed connection, and existing/adjacent driveways, roadways, street intersections and railroads, if applicable;
iii. existing and proposed structures;
iv. culvert pipe specifications, if applicable;
v. sight triangle;
vi. environmental constraints (e.g. wetlands, trees, floodplain, slopes, etc.); and
vii. utilities.

e. Sufficient details must be included so the connection can be constructed using the submitted drawings.

f. Based on the proposed activity associated with the connection permit, a Maintenance of Traffic (MOT) plan may be required. The MOT plan must be reviewed and approved by Public Works.

2. In addition to the information outlined above, all Class 2, 3 and 4 connection permit applications shall include the following:

a. All ROW, property and easement lines;

b. Existing roadway pavement and median widths;

c. Surveyed elevations;

d. Complete engineering design;

e. Typical cross section of the driveway showing the pavement design;

f. Proposed stormwater culvert which denotes size, type of pipe, invert elevations, and end treatments, along with engineering calculations to verify that the proposed pipe size is adequate to safely convey the flow from offsite/upstream contributing basin for the required design storm based on the classification of the adjacent roadway;

g. Proposed grading to ensure that the connection will not have any adverse impacts;

h. Existing or proposed retaining walls, utility poles, sidewalks, bike paths, drainage structures, utilities and any other physical feature that might affect the driveway location;

i. All trees in the right-of-way that will be removed to construct the proposed connection or to provide an adequate sight triangle;

j. Adequate sight triangles must be demonstrated for each proposed connection; and

k. All utilities within 50 feet of the proposed connection shall be identified.

3. Class 3 and 4 connection permit applications shall include, in addition to all information required above, the following:

a. Safety analysis to determine if acceleration or deceleration lanes are required;

b. Vehicle turning movement counts for the proposed condition;

c. Vehicle trip generations and operational splits for intersection operational analysis. The analysis shall review the functionality and safety of the proposed connection and not the operational level of service based on capacity. A pre-submittal meeting is encouraged to determine the needed scope of the traffic operational analysis.

4. Class 3 and 4 permits shall obtain an environmental permit that includes approval from DSEM and Public Works.

5. Temporary connection permit applications must provide the information required for a Class 1 connection permit, and in addition provide the following:

a. Sight distance at the driveway connection along the roadway;

b. Distance from the proposed connection to intersecting roads, railroad, median openings and existing driveways within 300 feet on both sides of the street where the temporary connection is proposed;

c. Existing or proposed retaining walls, utility poles, sidewalks, bike paths, drainage structures, utilities, trees and any other physical features that may affect the driveway location;

d. A temporary driveway connection does not have to be paved; however, the connection must be stabilized and/or improved in such a manner as to not create an erosion or sedimentation issue;

e. Demonstration of adequate stormwater conveyance is required; and

f. Based on the proposed activity associated with the temporary connection permit, an MOT plan may be required.

D. Review Procedure:

1. Class 1 connection permits will be reviewed concurrent with the project's building and environmental permit application.

2. Class 2 through 4 connection permits will be reviewed concurrent with the project's site plan and environmental permit application.

3. Proposed projects that do not require site plan review or a building permit, as determined by DSEM (e.g. temporary or modification connection permits), shall be issued within ten (10) working days after submittal of a complete application.

E. Final Inspection

The applicant shall request an inspection prior to placement of material (e.g. pouring concrete or placement of asphalt). A final inspection approval is required for all connection permits issued by the county when the improvements are completed and prior to the expiration of the permit. All approved connection permits shall be valid for 6 months or until the work covered by the permit is completed. If the connection permit is issued in conjunction with a development approval, the connection permit shall remain valid consistent with the development approval.

VI. CONNECTION DESIGN REQUIREMENTS

The recommended design standards for construction and modifications of connections to the County road system are generally consistent with those implemented by FDOT. The Director of DSEM or designee may adjust the requirements based on site specific criteria.

A. General Guidelines and Criteria:

1. Construction plans for Class 2, 3 and 4 driveway connections shall be designed by an engineer.

2. Sight distance measurement shall meet the most recent requirements in the FDOT Green Book based on the posted speed limit. In all cases, connections shall be located to either meet or maximize the available sight distance for the property. Please refer to Appendix 4 for current sight distance requirements.

3. Existing roadway and natural features must be considered for the location of the proposed connection. Roadway features include, but are not limited to, median lanes, turn lanes, proximity to intersections, connections, traffic signals, pedestrian crossings, and utilities. Natural features include, but are not limited to, slopes, trees, wetlands, stormwater, floodplain, etc.

4. In the interest of public safety, the proposed connection may not be permitted at the applicant's requested location based on the following:

   a. To prevent the creation of unsafe or improper traffic movements, a connection will not be permitted along a particular frontage if the parcel has access to other public roadways.

   b. An applicant may be required to provide on-site accommodations to allow vehicles to turn around and avoid backing into the street from the proposed connection.

   c. A proposed modification to an existing connection may not be permitted if traffic patterns, points of connection, roadway geometries, or traffic control devices cause disruption of traffic or create safety hazards.

5. A connection shall not be allowed within the radius return of intersecting roadways.

6. The minimum setback from a roadway radius return to the edge of a Class 1 connection taper shall be 50 feet; a Class 2 or higher shall be 100 feet.

7. A connection shall not be located within acceleration or deceleration lanes, or within tapers.

8. The connection must be constructed in such a manner that entering and exiting movements will be accomplished with minimum disruption to the roadway traffic flow.

9. Class 2 or higher connections along major collectors or arterials shall be located at least 275 feet apart, measured from the closest edge of the two connections.

10. For any proposed Class 2 and above connection, the parcel shall be limited to one connection unless the frontage of the parcel is more than 330 feet. Based on site-specific conditions, two connections may be allowed if the parcel frontage is greater than 330 feet.

11. Along major collectors or arterial roadways, additional connections may be permitted if the total project traffic volume is projected to be more than 5000 VPD. Such a connection request requires the submittal of a detailed traffic study conducted by an engineer, which clearly demonstrates the need for additional connections. It is recommended that the applicant meet with DSEM and Public Works to discuss the scope and methodology for the traffic analysis, specifically regarding the operational safety aspects of the adjacent and nearby roadway systems.

12. Compliance with ADA requirements is mandatory for all connections.

13. The connection angle shall be 90 degrees or as specified in Appendix 1.

14. The minimum separation for a Class 1 connection is 40 feet. In cases where narrow lots exist, site-specific design criteria shall be applied to minimize the number of driveways connected to the street.

15. Entrance throat depth setback for Class 2 or higher connections is critical so that traffic does not slow down or impede through movements on the adjacent roadway. The minimum throat depth shall allow for at least two cars.

16. Improvements or modifications to existing connections shall conform to the standards for new connections, to the greatest extent possible.

B. Connection Specifications

1. All proposed connections shall comply with the specifications outlined in Appendix 1.

C. Driveway Grades:

1. Connection grades will affect the ability of vehicles to safely exit or enter a property. Therefore, the following criteria shall be implemented:

   a. The applicant shall consider site requirements and sight distance;

   b. The connection shall be designed for the prevention of stormwater from either entering or exiting the site;

   c. FDOT guidelines for maximum grade changes and connection profiles shall be followed;

   d. To prevent vehicle drag, vertical curves at least 5 feet long or short tangents at least 3 feet long shall be considered with grade changes over 6%. For connections to roadways with curb and gutter, no vertical curves shall be permitted through the gutter line unless the roadway drainage is properly accommodated; and

   e. The maximum grade in the ROW shall be limited to 6% regardless of the class of connection, when possible.

2. On arterial roadways, the following design factors shall be considered:

   a. The connection shall slope upward from the gutter line without a vertical curve to provide stormwater control;

   b. No drop curb shall be permitted within the limits of the curve radii, except as required for curb cut ramps for ADA compliance.

D. Stormwater/Drainage:

1. The following minimum standards shall apply if a culvert is required for the proposed connection:

   a. A culvert is part of the driveway system and is sized and constructed at the property owner's expense. Minimum size culvert pipe is 18 inches unless a variance is approved by the County Engineer. In no cases shall the culvert pipe be less than 15 inches in a public ROW.

   b. A culvert pipe shall meet FDOT standards with a minimum of a 50-year design life. For Class 4 connections, only reinforced concrete pipe (RCP) is permitted.

   c. A culvert pipe must be of adequate size to carry the contributing flow

for the 5-, 10- or 25- year, one-hour storm, depending on the roadway classification as follows:

i. local road - 5 year;
ii. collector road - 10 year; and
iii. major collector/arterial or special development zone - 25 year.

d. The culvert pipe flow line shall be a minimum of 2 feet below the edge of pavement at either end of the connection if possible, based on site specific conditions.

e. Culvert pipe ends must be protected with either an end wall, mitered end section or flared end sections. All construction shall meet the latest edition of FDOT Design Standard Indexes for these components.

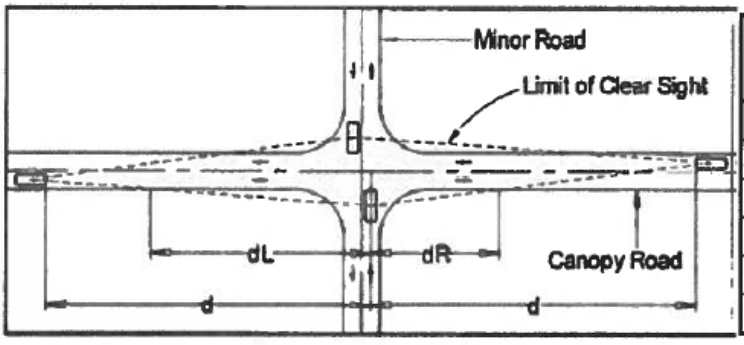
E. Canopy Roads Review Criteria:

1. Any removal of a protected tree associated with a proposed connection will require the applicant to obtain a permit from DSEM.

2. Clear sight distance must be provided between vehicles on a canopy road within dimension “d” (as shown in Table 1).

3. The driver eye setback for the limit of clear sight shall be between 8 and 10 feet, depending on site-specific conditions. Observations are made in both directions along the line of sight at an elevation 3.5 feet above respective pavements.

Table 1
Canopy Road Sight Distance Requirements*



Design Speed	d	dL	dR
30	200	135	79
35	225	151	88
40	275	184	107
45	325	216	126
50	400	264	155
55	450	296	173

* Sight distance “d” is measured along the canopy roadway from the center of the entrance lane of the connection to the center of the approach lane of the canopy roadway. Distances dL and dR are measured from the center of the entrance lane of the connection to a point on the edge of the near side traffic lane on the canopy road.

VII. CONNECTION PAVEMENT MATERIALS AND REQUIREMENTS

Driveway Construction Materials

All driveway connections (except temporary) inside the Urban Service Area (USA) or designated rural community shall be stabilized with asphalt or concrete to the ROW line. Commercial driveways shall be designed for asphalt or concrete of sufficient cross section to support the proposed traffic loads. Residential connections outside the USA or a rural community must utilize the same material for a minimum of 5 feet from the edge of pavement or to the back of ditch, whichever is further, in order to protect the edge of pavement and preserve the stormwater conveyance.

Class 1. The connection apron shall be a minimum of 6 inches thick - 3000 psi concrete with fiber mesh reinforcement or asphaltic concrete. If asphaltic concrete is used, the minimum compacted thickness shall be 1inch with 4 inches of limerock base (LBR 100}.

Class 2. The connection shall be, at a minimum, 6 inches of 3000 psi fiber mesh concrete or greater, if required for the traffic loads, or an asphalt road surface designed to handle the traffic volume and load. The minimum cross section shall be 12 inches of stabilized sub-base LBR40, 6 inches of limerock or crushed concrete base with an LBR of 100 and 2 inches of SP 12.5 or 9.5. All pavement cross sections shall be designed for the site loadings to determine if the minimum requirements meet the site conditions.

Class 3. The connection shall be, at a minimum, 6 inches of 3000 psi fiber mesh concrete or greater, if required for the traffic loads, or an asphalt road surface designed to handle the traffic volume and load. The minimum cross section shall be 12 inches of stabilized sub-base LBR40, 6 inches of limerock or crushed concrete base with an LBR of 100 and 2 inches of SP 12.5 or 9.5. All pavement cross sections shall be designed for the site loadings to determine if the minimum requirements meet the site conditions.

Class 4. The minimum cross-section shall be 12 inches of stabilized sub-base LBR40, 6 inches of limerock or crushed concrete base with an LBR of 100 and 2 inches of SP 12.5 or 9.5. All pavement cross-sections shall be designed for the site loadings to determine if the minimum requirements meet the site conditions.

VIII. TRAFFIC CONTROL DEVICES

The installation of signage and pavement markings at private roadways, residential or commercial connections and/or the installation of traffic signals at Class 2 through 4 connections may be required for the safe and efficient movement of traffic. All traffic control devices shall be designed and installed in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), FDOT standards and Leon County standards. All traffic control devices shall be approved by the County Engineer.

The approval to install traffic signals shall be based on a traffic engineering analysis following FDOT/MUTCD standards which addresses the warrants, the design and operation of the signals. The responsibility for the study shall rest with the applicant. If a signal is installed, only mast arms are allowed and all elements shall be designed for

efficient maintainable signal operation. Additional signage, pavement markings, etc., within the County right-of-way may be required with or without a traffic signal. The applicant shall be responsible for all costs of the design, materials and installation. The County partners with the City of Tallahassee to operate and maintain its signal system; therefore, the County requires City specific controllers.

IX. MAINTENANCE AND ACCESS MANAGEMENT

A. Connection Maintenance

1. The property owner shall be responsible for all driveway connection maintenance, except sidewalk surfaces and drainage facilities.

2. All traffic control devices, signals, pavement markings, and signage installed in the public ROW to control traffic shall be maintained by the County. Any traffic control devices required to be installed outside the public ROW shall be maintained by the property owner.

B. Access Management:

Based on the traffic analysis for a proposed development, modification, reconstruction and construction of median openings and/or auxiliary lanes may be necessary to minimize the effect of the development on the operational levels of service on the adjacent roadway network.

1. Medians:

a. The spacing of median openings shall be governed by FDOT standards, based on the type and classification of the roadway. The median openings shall have clear sight distance for the speed and type of roadway. A traffic analysis shall demonstrate if turn-lane storage is required. Protected left turn storage shall be provided with all new or proposed median openings.

b. Median spacing may be adjusted based on site-specific factors such as sight distance, median width, and drainage.

c. New median openings shall be allowed when a specific need is justified based on a traffic study provided by the applicant's engineer, and when it can be documented that the opening provides benefits to the overall traffic flow and improves safety and efficiency of the existing public road. The applicant shall give primary consideration to alternate ingress/egress, such as intersecting streets, frontage roads, common exits, etc.

2. Auxiliary Lanes

a. Auxiliary lanes shall be provided when a specific need is justified based on a traffic study provided by the applicant’s engineer.

b. The construction of auxiliary lanes may require additional right-of-way, which shall be secured by the applicant at no expense to the County.

c. Auxiliary lanes shall provide a minimum of 2-minute storage, or a minimum of 2 passenger vehicles, whichever is larger. If the oversized vehicle volume exceeds 10% of the traffic to the development, the minimum storage length shall be provided for one passenger car and one WB-50 truck

X. ENFORCEMENT

The provisions of this Article shall be enforced by the Department of Development Support and Environmental Management consistent with the procedures outlined in Chapter 10 of the Leon County Code of Laws.

XI. VARIANCES

Variances to the design requirements for Class 1or 2 permits may be granted by the Director of Environmental Services. A variance to the minimum culvert size shall be approved by the County Engineer. Variances for a Class 3 or Class 4 permit require the approval of the Development Review Committee. All variance requests shall be submitted in writing by the applicant. All variances granted shall be consistent with the Comprehensive Plan.

A variance request must demonstrate that full compliance with these standards will result in a hardship for the property owner. A hardship is not an inconvenience or denial of the preferred access.

XII. APPEALS

Appeals of a permit denial or an administrative interpretation shall be filed in writing to DSEM and shall be heard by the Board of Adjustment and Appeals.

XIII. APPLICATION REVIEW FEES

A review fee will be charged for each connection permit application at the time of submission. The review fee shall be based on the class of permit, consistent with the Board-adopted application review fee schedule.

APPENDIX

APPENDIX 1
ROADWAY CONNECTION LAYOUT REQUIREMENTS*

Urban – curb & gutter Rural - highway		Class 1 (Non-commercial)		Class 2 (Minor Commercial)				Class 3 (Major Commercial)			
		Urban	Rural	Urban		Rural		Urban		Rural	
				1-way	2-way	1-way	2-way	1-way	2-way	1-way	2-way
Driveway Width (W)		#1 9’ min 24’ max		14’ min 24’ max	24’ max 40’ max	14’ min 24’ max	24’ min 40’ max	14’ min 24’ max	24’ min 48’ max	14’ min 24’ max	24’ min 48’ max
Flare (Return radii “R” or Drop Curb)		Drop Curb #2	Return Radii #2	Drop Curb #3		Return Radii #3		Return Radii 15’ Min. 35’ Max. (or 3-centered curves)		Return Radii 25’ Min. 50’ Max (or 3-centered curves)	
	Local Street Min. Collector	10’ Min.	5’ Min. 15’ Max.	10’ Min.		15’ Min. 25’ Max.					
	Maj. Collector Arterial Street	N/A	10’ Min. 25’ Max.	N/A		15’ Min. 35’ Max.					
Angle of Drive (Y)		#4 75 - 90	#4 75 - 90	#4 45 - 90	#4 75 - 90	#4 45 - 90	#4 75 - 90	#4 45 - 90	#4 75 - 90	#4 45 - 90	#4 75 – 90
Edge Clearance (E)		0’ Min.	#5 0’ Min.	3’ Min.		#5 8’ Min.		#6 10’ Min.		#6 10’ Min.	
Corner Clearance (C)	Local Street	#7 0’ Min.	10’ Min.	#7 0’ Min.		15’ Min.		#8 N/A		#8 N/A	
	Minor Collector	0’ Min.	10’ Min.	15’ Min.		25’ Min.		50’ Min.		50’ Min.	
	Major Collector Arterial Street	#7 10’ Min.	25’ Min.	#7 75’ Min.		75’ Min.		#8 100’ Min.		#8 100’ Min.	
ROW Clearance at Intersection (RC)	Local Street	25’ Min.	25’ Min.	25’ Min.		25’ Min.		N/A		N/A	
	Minor Collector	25’ Min.	25’ Min.	50’ Min.		50’ Min.		100’ Min.		100’ Min.	
	Major Collector Arterial Street	50’ Min.	50’ Min.	100’ Min.		100’ Min.		150’ Min.		150’ Min.	
Distance Between Drives	Local Street	#9 40’ Min.	#9 40’ Min.	#9 40’ Min.		#9 40’ Min.		#9 N/A		#9 N/A	
	Minor Collector	40’ Min.	40’ Min.	75’ Min.		75’ Min.		125’ Min.		125’ Min.	
	Major Collector Arterial Street	#9 100’ Min.	#9 100’ Min.	#9 275’ Min.		#9 275’ Min.		#9 275’ Min.		#9 275’ Min.	
Island		NOT PERMITTED		NOT PERMITTED				10’ – 22’ Wide		10’ – 22’ Wide	

* Footnotes for the Roadway Connection Layout Requirements chart continue on the following page.

Footnotes for Appendix 1: Roadway Connection Layout Requirements

1. Driveway Width (W): Class 1 and 2 connections shall be within the minimum/maximum widths specified. Class 2 connections shall also conform to the widths specified; however, exceptions may be considered when vehicle capacity studies indicate that additional widths are required. On Class 2 and 3 connections that include a channelizing island to prevent left turn maneuvers, the minimum lane width should be 14 feet. For truck-trailer traffic, the minimum recommended width is 24 feet.

2. (A) Flare (Drop Curb) Class 1 Urban: In lieu of the standard drop curb treatment, a curb return treatment may be permitted where deemed appropriate and in the public interest. Curb return radii criteria is the same for Class 1 rural turnout.

   (B) Return Radii "R" Class 1 Rural: For recommended minimum radii, see Appendix 2, which shows the recommended relationship between lane width, driveway width and driveway radius.

3. (A) Flare (Drop Curb) Class 2 Urban: In lieu of the standard drop curb treatment, a curb return treatment may be permitted where deemed appropriate and in the public interest. Curb return criteria is the same for Class 2 rural turnout.

   (B) Return Radii "R" Class 2 Rural: Exception – when the predominant vehicle usage is a passenger vehicle and field conditions or property highway frontage dictate:

   - The minimum radius may be reduced to 15 feet on the property line side;
   - The minimum width of drive shall be increased one foot for each foot of reduction.

4. Angle of Drive (Y): Recommended 45 degrees minimum for one-way connections; 75 degrees for two-way connections.

   Two-way operation – recommended "Y" as near 90 degrees as site conditions allow, and 75 degrees normal minimum.

   One-way operation – when vehicle usage is from both directions of travel on the highway, the recommended "Y" is the same as the two-way operation above. When vehicle usage is only from one direction of travel on the highway, a recommended "Y" of 45 degrees shall be considered as the normal minimum.

5. Edge Clearance (E) Class 1 and 2: at the 0' minimum for Class 1 and 2 rural turnouts, P.C. of the property line, i.e., it is a point of tangency.

6. Edge Clearance (E) Class 3: E = 10 feet minimum is intended for new construction or initial issue as a Class 3 connection. Exception: when upgrading or reclassifying an existing connection and traffic conditions warrant, then: (a) lesser E distance is allowable, but no less than Class 2 requirements; and (b) upgrade connection complies with all other Class 3 layout requirements.

7. Corner Clearance (C) Class 1 and 2: If an urban intersection is signalized or is likely to be signalized, Class 1 and 2 urban connections should provide a 50' minimum corner clearance.

8. Corner Clearance (C) Class 3: The 5o feet from an intersecting street is an absolute minimum, applicable for undivided roadway sections and where maximum property access along a divided roadway section is not essential, e.g., access connection in vicinity of median opening.

9. Distance between Drives (D):

   Class 1: Two driveways may be permitted along the same frontage if frontage is adequate to ensure proper driveway separation, e.g., access to timber and farm land, circular residential driveways, etc. Distance between driveways shall not be less than those specified for Class 2 requirements.

Class 2: Distances shown are absolute minimum values, and greater distances between driveways are desirable wherever feasible.

Class 3: These distances shall be used whenever the following conditions exist or are anticipated to occur: (1) roadway traffic volume is greater than 5,000 VPD, highway speed is greater than 25 mph; (2) level of property development (commercial) ranges from 30 to 60 driveways per mile; and (3) minimum driveway volumes are greater than 200 VPH at peak periods.

Along state highways, these distances may be readily applied only to construction on new alignment, or where the abutting property development is spread out and the abutting frontage is greater than 100 feet. As a practical matter on existing or reconstructed public roadways, it may be difficult to impossible to achieve the desirable recommended spacing. Where these recommended distances between drives are not feasible, lesser spacing between Class 3 driveways may be approved, but shall not be less than those absolute minimum distances specified for Class 2 requirements.

According to roadway speed and the above conditions, regardless of driveway classification, the spacing along arterial highways between driveways is:

Highway Speed	Minimum Distance
20 mph	85 feet
25 mph	105 feet
30 mph	125 feet
35 mph	150 feet
40 mph	180 feet
45 mph	230 feet
50 mph	275 feet

APPENDIX 2

Recommended Relationship of Lane Width, Driveway Width and Driveway Radius

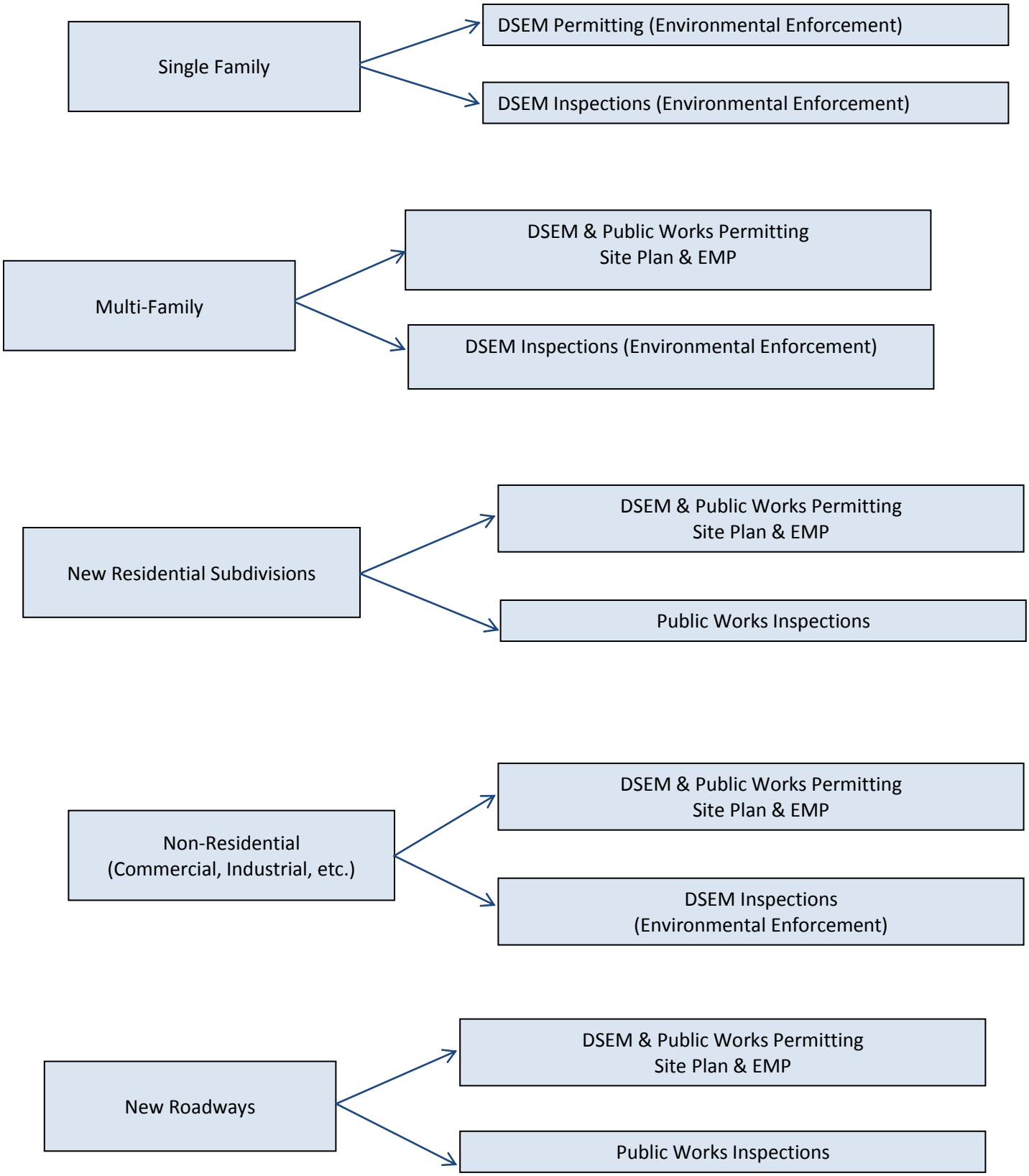
Drive Width	Roadway Lane Width 11'*				Roadway Lane Width 12'*				Roadway Lane Width 13'*			
	Car	SU	Bus	WB40	Car	SU	Bus	WB40	Car	SU	Bus	WB40
10	15'	--	--	--	15'	--	--	--	15'	--	--	--
12	15'	40'	--	--	10'	40'	--	--	10'	40'	--	--
14	10'	35'	--	--	10'	35'	--	--	10'	35'	--	--
16	10'	30'	40'	40'	10'	30'	40'	40'	10'	30'	40'	40'
18	10'	25'	40'	35'	10'	25'	35'	35'	10'	25'	35'	35'
20	10'	25'	35'	35'	10'	20'	30'	30'	10'	20'	30'	30'
22	10'	20'[1] 30'[2]	30'	30'	10'	20'[1] 30'[2]	25'	30'	10'	20'[1] 30'[2]	25'	25'
24	10'	20' 30'	25'[1] 45'[2]	25'	10'	15' 30'	20'	25'	10'	15' 25'	20'	25'
26	10'	15' 30'	25' 45'	25'	10'	15' 25'	20'	25'	10'	15' 25'	20'	20'
28	10'	15' 30'	20' 40'	25'	10'	15' 25'	20'	20'	10'	15' 25'	20'	20'
30	10'	15' 25'	20' 40'	20'	10'	15' 25'	20'	20'	10'	15' 20'	15'	15'
32	10'	15' 25'	20' 35'	20'	10'	15' 20'	20'	15'	10'	15' 20'	15'	15'
34	10'	15' 20'	20' 35'	15'	10'	15' 20'	15'	15'	10'	15' 20'	15'	15'
36	10'	15' 20'	15' 30'	15'	10'	15' 20'	15'	15'	10'	15' 15'	15'	15'
38	10'	15' 20'	15' 30'	15'	10'	15' 15'	15'	15'	10'	15' 15'	15'	15'
40	10'	15' 15'	15' 30'	15'	10'	15' 15'	15'	15'	10'	15' 15'	15'	15'

* Lane width is measured to face of curb.

Notes: [1] This radius requires right turns into the drive to use the entire driveway width and requires right turns from the drive to cross the centerline on two-lane roadways. This combination should not be used as an exit radius on two-lane roads.

[2] This combination is the minimum for the exit radius on two-lane roadways. Should also be used for the entering radius where it is desirable to minimize encroachment into the driveway exit lane.

Appendix 3
Driveway Connection Processes



APPENDIX 4
Page 1 of 2

TABLE 3 – 3
SIGHT DISTANCES AND LENGTHS OF VERTICAL CURVES

MINIMUM STOPPING SIGHT DISTANCES (FEET)
(For application of stopping sight distance, use an eye height of 3.50 feet and an object height of 6 inches above the road surface)

Design Speed (MPH)	15	20	25	30	35	40	45	50	55	60	65	70
Stopping Sight Distance (FEET)	80	115	155	200	250	305	360	425	495	570	645	730

ROUNDED K VALUES FOR MINIMUM LENGTHS VERTICAL CURVES

L = KA
L = LENGTH OF VERTICAL CURVE A = ALGEBRAIC DIFFERENCE OF GRADES IN PERCENT

Design Speed (MPH)	15	20	25	30	35	40	45	50	55	60	65	70
K Values for Crest Vertical Curves	5	10	19	31	47	70	98	136	185	245	313	401
K Values for Sag Vertical Curves	10	17	26	37	49	64	79	96	115	136	157	181

- The length of vertical curve must never be less than three times the design speed of the highway
- Curve lengths computed from the formula L = KA should be rounded upward when feasible
- The minimum lengths of vertical curves to be used on major highways are shown in the table below

MINIMUM LENGTHS FOR VERTICAL CURVES ON MAJOR HIGHWAYS (FEET)

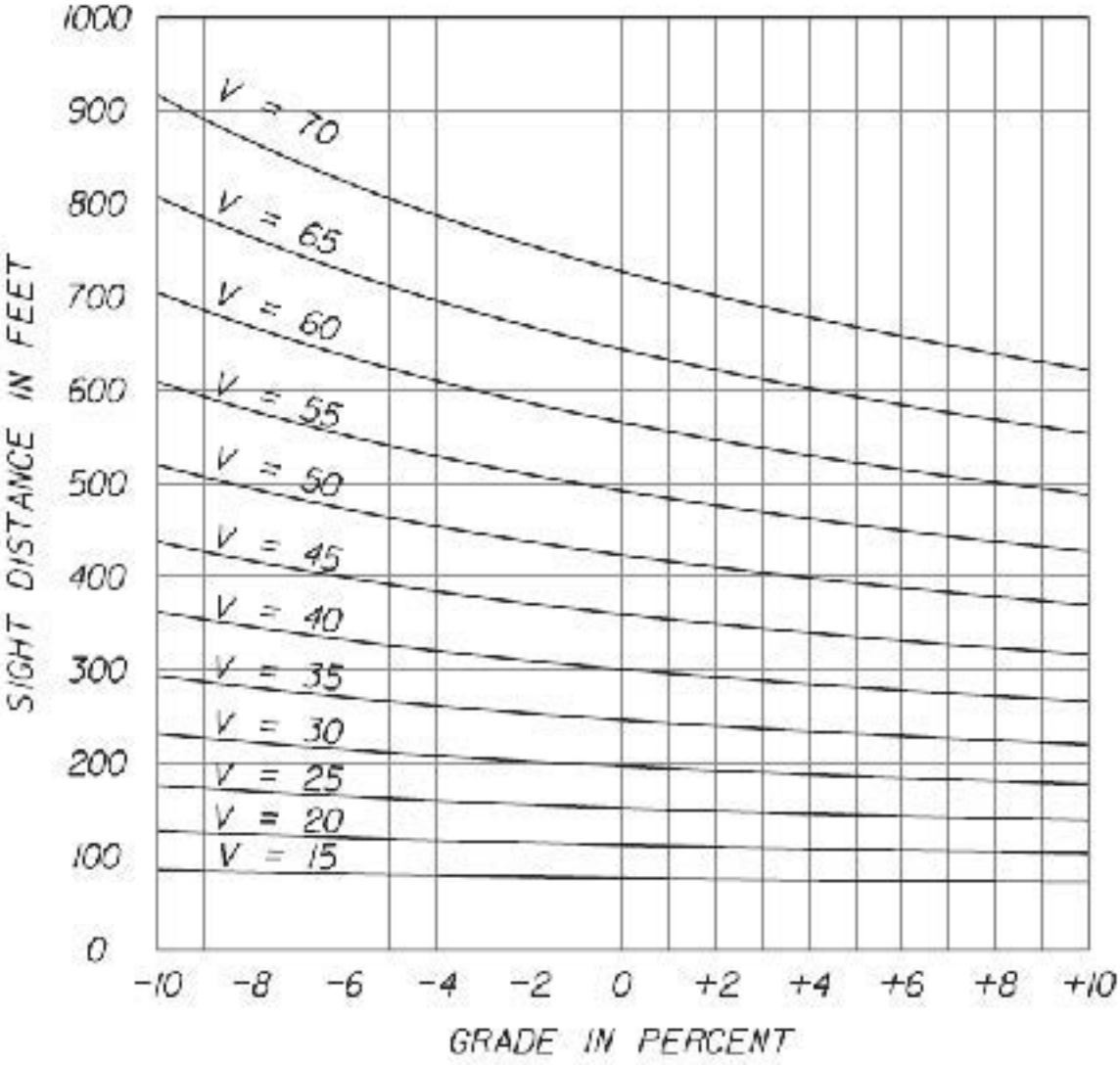
Design Speed (MPH)	50	60	70
Crest Vertical Curves (FEET)	300	400	500
Sag Vertical Curves (FEET)	200	300	400

MINIMUM PASSING SIGHT DISTANCES (FEET)
(For application of passing sight distance, use an eye height of 3.50 feet and an object height of 3.50 feet above the road surface)

Design Speed (MPH)	20	25	30	35	40	45	50	55	60	65	70
Minimum Passing Sight Distance (FEET)	710	900	1090	1280	1470	1625	1835	1985	2135	2285	2480

APPENDIX 4

FIGURE 3 – 9
SIGHT DISTANCES FOR APPROACH TO STOP ON GRADES



$$S = 3.675V + \frac{V^2}{30(0.3478 + G)}$$

S – Sight Distance
V – Design Speed
G – Grade

Fee Analysis

The County initially established application review fees for driveway and connection permits in 1991. In 1996, based on the recommendation from a cost recovery fee study completed for DSEM by the Maximus consulting firm, the Board adopted a Class I driveway (single-family, duplex or multi-family dwelling of four units or less) application fee of $82.24. This fee was intended to provide cost recovery for the intake and issuance of Class I driveway applications by DSEM. The fee did not include the cost recovery associated with application review and site inspections completed by Public Works in conjunction with a driveway connection request; therefore, the Public Work inspections were being subsidized by gas tax revenues.

Based on the current subsidy, a fee of $285.00 would be justifiable for Class I driveway connection requests. This application review fee includes a minimum of two site visits by staff at a cost of $100.00 per visit (consistent with the 1996 Maximus costs recovery fee study) and $85.00 for the processing review and approval of the application ($285.00 total). However, given the effort of the cross-departmental team to consolidate inspection activities, staff will be able to perform some of the driveway inspection activity with other required inspections. The benefit to perform multiple inspections during one site visit allows the fee to be set at a lower level. Staff recommends the fee to be set at $185. This amount will recover a portion of the associated application review and approval costs for Class I connection requests. Most of the County's driveway inspections fall into the Class I category.

Class II through Class IV (categorized based on anticipated average daily traffic) driveway and street connection requests will be primarily reviewed during the site and development plan review process, and therefore, there is **not** a separate application review fee. However, in a limited number of situations there are sites being developed within the City that will impact County road segments. The previous fee schedule, not revised in 25 years (adopted in 1991), included a range of $250 to $1,500 for Class II through Class IV connections. In determining a recommended fee for connections not included in site plan review, staff evaluated existing workload efforts for similar types of reviews requiring engineering analysis for traffic and stormwater impacts. The most similar existing fee is a Short Form B-High Intensity Environmental Management Permit ($1,344); including two site visits ($100 per visit) for the proposed driveway connection would generate a proposed fee of $1,544. Therefore, for Class III, the $1,500 fee would remain the same.

For Class II, the current application fee is $250, $500 or $750. Until such time as a new detailed fee study is developed, staff recommends the Class II fee be established at $500; this provides some cost recovery and provides an incremental increase for some of the existing fees and a decrease for others.

For Class IV, public/private road connections, the original schedule did not include any fee for these connections as the cost was contemplated as part of the subdivision review process. However the fee schedule did not contemplate any situations where an interconnection to a County road inside the City may occur. These situations are extremely infrequent (and may never actually happen), however, in the rare instance that this might occur, the level of review by

the County for engineering analysis for traffic and stormwater impacts would equal or exceed that of a Class III review; therefore, staff is recommending setting this fee at $1,500.

Table 1 provides a summary of the current and proposed fee schedule.

Table 1: Current and Recommended Fee Schedule Summary

Classification	Connection Type	Current	Recommended
Class I	Minimum connection Residential; Multi-family 4 units or less	$82.24 (1)	$185 (2)
Class II	Minor Connection and Multi-Family	$250/$500/$750 (3)	$500 (4)
Class III	Major connection	$1,500 (3)	$1,500 (4)
Class IV	Public/Private Road Connection	No Fee (3)	$1,500 (4)

(1) Adopted by the Board in 1996, based on the recommendation of the Maximus cost recovery fee study completed for DSEM. The fee did not include the cost recovery associated with the application review and inspection of driveway connections performed by Public Works (gas taxes subsidized this work effort). The fee provided cost recovery for the intake, processing, and issuance of driveway permits performed by DSEM.

(2) The proposed application review fee includes cost recovery for one site visit that may have to be conducted independently by DSEM staff at a cost of $100.00 per visit (consistent with the 1996 Maximus costs recovery study) and $85.00 for the processing and review of the associated application ($185.00 total).

(3) Notes the application review fees adopted by the Board in 1991, to implement the County's initial Driveway and Street Connection Ordinance. For public/private road connections, the current fee schedule anticipated the review being included as part of the site planning process; however, the fee schedule did not contemplate situations where a connection to a County road might occur in the City. In these situations, under the current fee schedule, the County would not be collecting any fees.

(4) The proposed $500 and $1,500 application review and approval fees would only be assessed for proposed connections to a County road that are not a part of the County's site and development plan review process. It is anticipated the majority (if not all) of these proposals will be impacting County road segments located inside the City of Tallahassee.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 12, 2016, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, REPEALING SECTIONS 16-56(b), 16-58, 16-59 AND 16-60 OF ARTICLE III OF CHAPTER 16 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATED TO "DRIVEWAY CONNECTIONS"; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, BY ADDING ARTICLE XV ENTITLED "PERMITTING FOR CONNECTIONS TO COUNTY MAINTAINED ROADS AND STREETS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: March 31, 2016

F91-00306

Leon County

Board of County Commissioners

Notes for Agenda Item #24

Leon County
Board of County Commissioners

Cover Sheet for Agenda #24

April 12, 2016

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First of Two Public Hearings to Consider Proposed Revisions to the Leon County Land Development Code to Provide Private and Charter School Siting Standards

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first of two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to provide private and charter school siting standards and schedule the second and final Public Hearing for May 10, 2016 at 6:00 p.m.

Report and Discussion

Background:

Traditional land use planning principles and implementing zoning code provisions for schools are generally based on the premise of siting neighborhood public elementary schools that are within walking and biking distance of the student population to be served, while larger secondary schools that typically draw from a larger geographical area are sited based on bus trip times. The way elementary and secondary schools serve the community has, however, evolved over the years. Currently, elementary schools enroll approximately 500 to 800 students and draw from a much larger geographical area. Furthermore, the County has seen the introduction of public magnet schools, charter schools and private schools, which draw from a countywide student base.

In addition to the changes in school districts, the nature of private schools has also changed. In prior years, private schools were rare and generally resembled public school campuses, or were housed in larger religious facilities. Local examples of this are North Florida Christian School, Maclay School, and Trinity Catholic School. Additionally, funding options, such as the MacKay Scholarship and other programs, have made private schools economically feasible for more families.

Charter schools, which are a relatively new type of public school, have become more popular in recent years. These schools are privately run, but are financed with public money; therefore, their operating plan is approved by the local school board. Countywide, there have been seven charter schools approved since 2003. The population of these schools ranged from 68 to 540 students during the 2012-2013 school year. As a result, these schools are significant public facilities and the proper siting of these schools is a community concern. With the direction from the Board, staff has drafted an Ordinance to address a number of potential siting issues (Attachment #1).

The public school siting policies and processes are laid out in the Public Schools Facilities Element of the Comprehensive Plan (Attachment #2). These policies are implemented by an interlocal agreement between Leon County, the City of Tallahassee, and Leon County Schools (Attachment #3). This agreement provides a databased and collaborative process that includes public participation and ensuring adequate population growth to determine the most appropriate location for public schools. Additionally, school siting is based on attendance zones and ensuring adequate student enrollment to support the new or expanded facilities.

Charter schools, however, derive their enrollment from a countywide base and are not limited to attendance zones. Furthermore, neither the Public Schools Facilities Element nor the interlocal agreement specifically reference charter schools. Therefore, without the interlocal agreement process as a guide, charter and private schools could be sited in any zoning district where elementary and/or secondary schools are identified as permitted uses, provided they meet the applicable development standards noted in the Leon County Land Development Code (LDC). This has the potential to create problems since the zoning districts do not address a number of the issues related to the development of large-scale schools that serve a countywide population.

Analysis:

Over the last three years, the County has approved two charter schools: the Governor's Charter Academy (formerly Renaissance Charter School), approved in 2012, and the Tallahassee School of Math and Science (formerly S.T.A.R.S. Middle School), approved in 2015. Both schools chose to rezone their properties to Planned Unit Development (PUD) to specifically allow development of the respective sites for elementary and middle schools. The Governor's Charter Academy (GCA) site includes a high school as an allowed use within their PUD. The GCA site was previously zoned Residential Preservation (RP), which does allow elementary and secondary schools (middle and high school) as a special exception. However, RP does not provide specific development standards for this type of use, nor are there specific provisions to address buffering, noise, lighting, and traffic circulation. The rezoning of the GCA site to PUD implemented specific provisions addressing these issues.

The Tallahassee School of Math and Science (TSMS) is also within a PUD district. The site was originally zoned M-1 (Light Industrial), which did not allow any type of school. The TSMS PUD district allows elementary and middle schools, and implements specific provisions addressing issues of buffering, noise, lighting, and traffic circulation.

Although the PUD rezoning is an option to allow charter schools or private schools on a particular site, there are a number of existing zoning districts that allow schools as a principal use, special exception use, or as a conditional use. A chart identifying the zoning districts and the allowable type of school in each district is provided as Attachment #4. As noted in the zoning chart, elementary, middle, and high schools (or a combination thereof), may be allowed in a number of the zoning districts. The majority of the districts allowing schools are primarily residential zoning districts, with a select few being office or office/residential districts.

As the popularity of private schools and charter schools continues to grow, it is anticipated the County will experience compatibility issues unless additional standards are developed to ensure compatibility with adjacent properties and to ensure the mitigation of certain adverse off-site impacts. In 2013, S.T.A.R.S. Middle School proposed a school on the corner of Altoona Drive (local roadway) and Thomasville Road (arterial roadway). Even though the site had significant challenges related to access and neighborhood compatibility, the Leon County School Board attorney indicated that the interlocal agreement, which contained compatibility and access standards for new public schools, did not apply to charter or private schools. Ultimately, the applicant withdrew their application due to widespread neighborhood concern.

The City of Tallahassee encountered issues during review of the Heart to Heart Academy and the ACTS Academy due to the lack of school siting standards for private and/or charter schools. As a result, the City amended their LDC to provide location and development standards in lieu of an interlocal agreement that includes private and charter schools. The City adopted their Ordinance on August 26, 2015.

County staff has encountered a rise in interest in the development of private and charter schools over the last four years. Since 2011, staff has received five Permitted Use Verifications (PUV) indicating a desire to establish private/charter K-8 or K-12 schools in Leon County. With a lack of specific locational and development guidelines for private and charter schools, these schools could be located in any of the previously noted zoning districts allowing elementary and/or secondary schools. In addition, under current development standards, larger scale schools could obtain access to local streets that typically provide access to residential neighborhoods, and may not be subject to certain development standards generally associated with school sites and implemented by an interlocal agreement.

Issues evaluated in the proposed Ordinance:

1. Residential Impacts. Although schools are typically located near residential centers, establishing a new private or charter school, especially a larger scale school, with access to local streets could have adverse impacts to established neighborhoods and local roadways since these schools typically serve a much larger geographical area.
2. Buffers. Without any specific requirement for buffers, a school could have adverse impacts to surrounding residential property owners due to noise, lights, and other outdoor activities.
3. Infrastructure. Schools typically need urban infrastructure to support the development. Areas outside the USA are typically lacking the appropriate type of infrastructure. Certain guidelines would need to be established to ensure adequate infrastructure to support the development of a school.
4. Existing schools. There are a number of existing schools (public, private and charter) in the County. Some may be located in existing neighborhood districts, in particular, Residential Preservation zoning districts. Specific standards for these existing schools may need to be established in order to ensure the protection of these established neighborhoods, while still allowing flexibility for school expansion and addressing nonconformity issues.
5. Commercial/office districts. As identified in Attachment #4, some office districts and one commercial district allow either elementary or secondary schools. These districts may be appropriate locations for schools, as it would provide an opportunity to re-use existing buildings that have been abandoned or underutilized. Office/Residential districts are generally located adjacent to residential neighborhoods and would provide an opportunity to interconnect neighborhoods with schools.

The proposed Ordinance would address these issues and provide more certainty in the location and development standards for a school. In addition, the Ordinance would address other issues, such as but not limited to, the non-conforming status of Chiles High School, as well as provide clarification on the types (elementary, middle or high) of allowed schools in a number of zoning districts.

DSEM Citizen's User Group Comments and Recommendations

Staff provided the proposed Ordinance to the DSEM Citizen's User Group for review and recommendations at their February 16, 2016 meeting. After discussion, the User Group voted to recommend approval of the proposed Ordinance.

Comprehensive Plan Consistency Determination

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum finding that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #5). The proposed Ordinance was then reviewed by the Planning Commission at a Public Hearing on March 1, 2016. Although one commissioner expressed concern about whether the definition for "public school" was broad enough, the Planning Commission voted unanimously that the Board adopt the proposed Ordinance. After further review of State Statutes (F.S. 1003.01), staff has determined that the definition provided in the proposed Ordinance continues to be sufficient.

Public Notification

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #6).

Options:

1. Conduct the first of two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to provide private and charter school siting standards and schedule the second and final Public Hearing for May 10, 2016 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to consider proposed revisions to the Leon County Land Development Code to provide private and charter school siting standards and do not schedule the second and final Public Hearing for May 10, 2016 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Ordinance
2. Public Schools Facilities Element of the Comprehensive Plan
3. 2006 Tallahassee-Leon County and Leon County Schools Interlocal Agreement
4. Zoning District Chart
5. Consistency Review Memorandum
6. Legal Advertisement

ORDINANCE NO. 16- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-6.613, URBAN FRINGE ZONING DISTRICT; AMENDING SECTION 10-6.615, RURAL COMMUNITY ZONING DISTRICT; AMENDING SECTION 10-6.617, RESIDENTIAL PRESERVATION; AMENDING SECTION 10-6.618, LAKE TALQUIN RECREATIONAL/URBAN FRINGE; AMENDING SECTION 10-6.634; RESIDENTIAL ACRE; AMENDING SECTION 10-6.642, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.643, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.644, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.647, NEIGHBORHOOD COMMERCIAL DISTRICT; AMENDING SECTION 10-6.650, URBAN PEDESTRIAN DISTRICT; AMENDING SECTION 10-6.651, URBAN PEDESTRIAN DISTRICT; AMENDING SECTION 10-6.654.1, MAHAN CORRIDOR NODE DISTRICT; AMENDING SECTION 10-6.655, NEIGHBORHOOD BOUNDARY OFFICE; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL PEDESTRIAN-ORIENTED DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.806, COMMUNITY SERVICES AND FACILITIES/INSTITUTIONAL USES; AMENDING SECTION 10-7.522, BUFFER ZONE STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all public, private and charter elementary and secondary schools in the unincorporated portion of Leon County are subject to the requirements of the Leon County Land Development Code; and,

WHEREAS, the inter-local agreement between Leon County, the City of Tallahassee and the Leon County School Board defines the procedures and standards for siting of public schools and there are no procedures or standards for the siting of private and charter schools; and,

WHEREAS, the Board has determined that a need for siting procedures and standards for private and charter schools as well as public schools in unincorporated Leon County has been identified; and,

WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to maintain consistency with the Comprehensive Plan; and,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

SECTION 1. Section 10-1.101 of Article I of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Definitions" is hereby amended to read as follows:

Sec. 10-1.101. Definitions.

* * *

School, charter shall mean a publicly financed independent elementary, middle, secondary or other school established by teachers, parents, or community groups under the terms of a charter with the Leon County School Board, pursuant to Chapter 1002 of the Florida Statutes.

School, private shall mean an elementary or secondary school (middle or high) that is financially supported by a private individual or private organization rather than governmental entities. A private school is not a charter school.

School, public shall mean an elementary or secondary school (middle or high) that is financed by governmental entities.

School, vocational. See "Vocational and adult education center".

School Interlocal Agreement shall mean the Interlocal Agreement for Tallahassee-Leon County Schools Public School Concurrency and Facility Planning between the City of Tallahassee, Leon County and the School Board of Leon County, approved September 1, 2006, as amended.

SECTION 2. Section 10-6.613 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Urban Fringe" is hereby amended to read as follows:

Sec. 10-6.613. Urban Fringe district.

(a) Purpose and intent. The urban fringe district is intended to provide the opportunity for very low-density residential areas mixed with open space and agricultural activity on the periphery of the urban service area. The district allows for very low-density residential development of no greater than one unit on three acres of land, agricultural, and silvicultural activities. Residential development will also be allowed a gross density of one unit per three acres if developed as a conservation subdivision as described in section 10-7.204.

For sites developed under the previously available "25-75" clustering option, the remaining undeveloped portion (75 percent) may continue to be preserved as undisturbed open (green) space until such time as these sites are included in the urban service area and become eligible for development at urban densities. As an alternative, sites developed under the previously available "25-75" clustering option may seek to develop the undeveloped portion (75 percent) at the urban fringe densities described above prior to the sites inclusion in the urban service area. For either development option, review by the Board of County Commissioners shall be requested to authorize development of these undisturbed open (green) spaces.

To conveniently serve area residents, smaller scale, low-intensity commercial development is permitted in this district. To maximize efficiency in the development of agricultural and silvicultural resources located within this zoning district and surrounding areas, agriculturally and silviculturally related industrial activities, such as milling, are permitted. Community facilities are also permitted in this district.

(b) Allowable uses. For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.

(1) Low-density residential.

(2) Agricultural.

(3) Silvicultural.

(4) Light industry—Agriculturally and silviculturally related only.

(5) Passive recreation.

(6) Active recreation.

(7) Minor commercial.

(8) Neighborhood commercial.

(9) Community services.

(10) Light infrastructure.

(11) Heavy infrastructure.

(c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the urban fringe district are as follows:

P = Permitted use R = Restricted use S = Special exception

Legend					
Ag	=	Agricultural	PR	=	Passive recreation
MC	=	Minor commercial	AR	=	Active recreation

NC	=	Neighborhood commercial	CS	=	Community services
LR	=	Low-density residency	PS	=	Postsecondary

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		Development and Locational Standards							
SIC Code	Name of Use	Ag	MC	NC	LR	PR	AR	CS	PS
	RESIDENTIAL								
	Dwelling, one-family	P			P				
	Dwelling, two-family	P			P				
	Dwelling, mobile home	P			P				
	Mobile home park				R				
	AGRICULTURE, FORESTRY, AND FISHING								
01	Agricultural production—Crops	P							
0181	Ornamental nursery products	P							
02	Agricultural production—Livestock	P							
074	Veterinary services	P	P	P					
0781	Landscape counseling and planning	R							
092	Fish hatcheries and preserves	P							
	MINING								
144	Sand and gravel	S							
145	Clay, ceramic, and refractory minerals	S							
	MANUFACTURING								
201	Meat products	R							
202	Dairy products	R							
204	Grain mill products	R							
21	Tobacco products	R							
24	Lumber and wood products	R							

	TRANSPORTATION AND PUBLIC UTILITIES								
401	Railroads		P	P				S	
43	Postal service		P	P					
483	Radio and television broadcasting							R	
	RETAIL TRADE								
521	Lumber and other building materials		P	P					
523	Paint, glass, and wallpaper stores		P	P					
525	Hardware stores		P	P					
526	Retail nurseries and garden stores		P	P					
533	Variety stores		P	P					
539	Misc. general merchandise stores		P	P					
541	Grocery stores		P	P					
542	Meat and fish markets		P	P					
543	Fruit and vegetable markets		P	P					
544	Candy, nut and confectionery stores		P	P					
545	Dairy products stores		P	P					
546	Retail bakeries		P	P					
553	Auto and home supply stores		P	P					
554	Gasoline service stations		P	P					
	Convenience store		P	P					
581	Eating and drinking places		R	P					
591	Drugstores and proprietary stores		P	P					
592	Liquor stores		P	P					
593	Used merchandise stores		P	P					
5941	Sporting goods and bicycle shops		P	P					
5943	Stationery stores		P	P					
5961	Catalog and mail-order houses		P	P					

5983	Fuel oil dealers		S						
5984	Liquefied petroleum gas dealers		S						
5992	Florists		P	P					
5993	Tobacco stores and stands		P	P					
5994	News dealers and newsstands		P	P					
5995	Optical goods stores		P	P					
5999	Miscellaneous retail stores, nec		R	R					
	FINANCE, INSURANCE, AND REAL ESTATE								
6553	Cemeteries		P					P	
	SERVICES								
702	Rooming- and boardinghouses; dorms				R				
703	Camps and recreational vehicle parks						R		
721	Laundry, cleaning, and garment services		R	R					
7215	Coin-operated laundries and cleaning		P	P					
723	Beauty shops		P	P					
724	Barber shops		P	P					
725	Shoe repair and shoeshine parlors		P	P					
7334	Photocopying and duplicating services		P	P					
7335	Commercial photography		P	P					
7336	Commercial art and graphic design		P	P					
7353	Heavy construction equipment rental	R							
7359	Equipment rental and leasing, nec	R							
753	Automotive repair shops		R	R					
754	Automotive services, except repair		P	P					
762	Electrical repair shops		P	P					
764	Reupholstery and furniture repair		P	P					
784	Video tape rental		P	P					
791	Dance studios, schools, and halls		P	P					

7991	Physical fitness facilities		P	P					
7992	Public golf courses						S		
	Public Elementary and secondary schools (that are subject to the School Interlocal Agreement); (excludes charter and private schools)							S	
822	Colleges and universities								S
823	Libraries—Less than 7500 sq. ft.		P	P					
823	Libraries—7500 sq. ft. or more							R	
824	Vocational schools								S
835	Day care services		R	P					
836	Residential care		R	P					
841	Museums and art galleries						S		
842	Botanical and zoological gardens						S		
864	Civic and social associations							P	
866	Religious organizations							P	
6553	Cemeteries		P						
	PUBLIC ADMINISTRATION								
922	Public order and safety							P	
9221	Police protection							P	
9223	Correctional institutions							S	
9224	Fire protection							P	
	RECREATION								
	Hiking and nature trails					P			
	Picnicking					P			
	Canoe trails					P			
	Bicycle trails					P			
	Horseback riding trails					P			
	Tot lots						P		
	Court sports						P		

	Field sports						P		
	Boat landings						P		
	Archaeological historical sites					S			

(d) The maximum allowable gross square footage in the urban fringe district is as follows:

COMMERCIAL LAND USE TYPE		URBAN FRINGE
MINOR*		
	Total location	20,000
	Single site or quadrant	10,000
	Single structure	5,000
NEIGHBORHOOD**		
	Total location	100,000
	Single site or quadrant	100,000
	Single structure	50,000

* Maximum 10,000 gross square feet, if located on a local street

** Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

(e) The minimum development standards in the urban fringe district are as follows:

		Low Density Residential		Commercial				
		Noncluster	Cluster	Noncluster	Cluster	Agricultural - Related Industrial	Community Services; Active Recreation ; Public, Primary and Secondary Schools	Comp. Plan Policy 2.1.9. Subdivision
MINIMUM SETBACKS (FEET)								
Front yard								
	Building	30	30*	30	25*	50	30	25

Parking	—	—	40	40*	50	40	—
Corner yard							
Building	30	30*	30	25*	50	30	25
Parking	—	—	40	40*	50	40	—
Side yard							
Building	20	20*	40	20*	50	40	15
Parking	—	—	40	20*	50	40	—
Rear yard							
Building	50	50*	50	30*	50	50	50
Parking	—	—	40	10*	50	50	50
Adjoining lower intensity zoning district							
Building	—	—	—	—	100	—	—
Parking	—	—	—	—	100	—	—
Maximum percent impervious surface area	30	25**	30	25**	30	—	30
Heights (feet)							
Maximum at building envelope perimeter	35	35	35	35	35	35	35
Maximum additional height/additional zoning setback	l′/1′	l′/1′	l′/1′	l′/1′	l′/1′	l ′/1′	l′/1′
Total maximum height	—	35	45	45	45***	45	—
Minimum lot frontage	15	15	40	40	100	—	15
Minimum lot area	3.0	0.5	3.0	0.5	10.0	—	0.5

* This number applies to the perimeter setback only.

**Maximum percent impervious area of developable portion of site.

*** This height applies to habitable portion of an industrial structure.

(f) Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (Subdivision 3 of Division 5 of Article VII).

(g) Restricted uses and special exception uses. If uses are restricted or are special exception uses according to the schedule of permitted uses, they will not be allowed unless they follow the general development guidelines for restricted uses or for special exceptions as provided in this division. Specific restricted uses are addressed below.

(1) Eating and drinking establishments (SIC 581). No drive-in or drive-thru facilities are permitted within this district.

(2) Laundry, cleaning and garment services (SIC 721). Does not include dry cleaning plant operations; pick-up stations only.

(3) Funeral services and crematoriums (SIC 726). This use requires 100 percent opacity buffer surrounding perimeter with exception of access point.

(4) Camps and recreational vehicle parks (SIC 703).

a. A site plan shall be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. Sanitary facilities shall be provided.

2. Not more than ten campsites per acre shall be provided.

3. Individual campsites, roadways, and accessory structures shall be located to meet the minimum building setback standards from the exterior property lines of the campground.

(5) Heavy construction equipment rental and equipment rental and leasing (SIC 7353 and 7359).

a. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. Such equipment rental and leasing must be associated with timbering and/or agribusiness.

2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local and minor collector streets shall be those identified in the Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.

(6) Mining activities.

a. All mining activities as defined on the schedule of permitted uses must meet the specific development standards, as follows upon review and approval by the Board of County Commissioners following a duly noticed public hearing. This includes SIC items 144 and 145.

b. A plan must be submitted demonstrating protection of adjacent properties and public interest which shall include, but not be limited to the following:

1. The mining activity, all accessory uses and structures, internal roadways, and driveways onto the adjacent streets shall be set back a minimum of 100 feet from the perimeter property boundaries or 200 feet from the nearest off-site residence, residential zoning district, or subdivision intended primarily for residential land use, whichever distance is greater. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner or owners prior to site plan approval or if the adjacent property is also used as a mining activity.

2. A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local or minor collector street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use.

For purposes of this requirement, local and minor collector streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan.

3. A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.

4. Fencing requirement: All areas proposed for use, currently used, or previously used, in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined to be a reclaimed open-pit mine by the county administrator or designee. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language to indicate that there may be hazardous conditions on the premises.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-17, § 3, 7-22-08; Ord. No. 09-02, § 2, 1-15-09; Ord. No. 09-12, § 4, 3-19-09; Ord. No. 12-01, § 1, 1-24-12)

SECTION 3. Section 10-6.615 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Rural Community” is hereby amended to read as follows:

Sec. 10-6.615. - Rural community.

(a) Purpose and intent. The purpose of the rural community district is to accommodate hamlets or villages that develop in an area that is surrounded by very-low-intensity rural land use. This district allows residential development up to four dwelling units per acre. Small to moderate sized commercial development is allowed in order to give local and surrounding rural residents access to basic shopping opportunities. This district is intended to allow for the creation and continued maintenance of villages rather than an urban neighborhood. As such it is not intended to function as a growth node or to contribute to urban sprawl. Central sewer and water systems designed for lower density service may be present or constructed.

The shops and services that may be located in this district will be limited in scale, function, and number. Commercial retail and office establishments located within this district will provide residents within the village/district with convenient access to necessary goods, groceries, and other essential items and services rather than attract shoppers from other parts of the community. Commercial establishments will be limited in size as well as in vehicular access and parking opportunities to assure compatibility with the rural character of the village.

(b) Allowable uses. For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.

(1) Minor commercial.

(2) Neighborhood commercial.

(3) Low-density residential.

(4) Passive recreation.

(5) Active recreation.

(6) Community services.

(7) Light infrastructure.

(8) Heavy infrastructure.

(9) Postsecondary.

(10) Light industrial—Minor (agricultural related only).

(c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the rural community district are as follows:

P = Permitted use R = Restricted use S = Special exception

Legend					
MC	=	Minor commercial	CS	=	Community services
NC	=	Neighborhood commercial	PS	=	Postsecondary
LR	=	Low-density residential			

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		Development and Locational Standards				
SIC Code	Name of Use	MC	NC	LR	CS	PS
	RESIDENTIAL					
	Dwelling, one-family			P		
	Dwelling, two-family			P		
	Dwelling, mobile home			P		
	Mobile home park			S		
	AGRICULTURE, FORESTRY, AND FISHING					
074	Veterinary services	P				
	TRANSPORTATION AND PUBLIC UTILITIES					
43	Postal service	P	P			
	RETAIL TRADE					
521	Lumber and other building materials	P	P			
523	Paint, glass, and wallpaper stores	P	P			
525	Hardware stores	P	P			
526	Retail nurseries and garden stores	P	P			
539	Misc. general merchandise stores	P	P			
541	Grocery stores	P	P			
542	Meat and fish markets	P	P			
543	Fruit and vegetable markets	P	P			
544	Candy, nut and confectionery stores	P	P			
545	Dairy products stores	P	P			
546	Retail bakeries	P	P			
553	Auto and home supply stores	P	P			
554	Gasoline service stations	P	P			
	Convenience store	P	P			
56	Apparel and accessory stores	P	P			
571	Furniture and homefurnishings stores	P	P			
572	Household appliance stores	P	P			
573	Radio, television, and computer stores	P	P			
5736	Musical instrument stores	P	P			
581	Eating and drinking places	P	P			
591	Drugstores and proprietary stores	P	P			
592	Liquor stores	P	P			
593	Used merchandise stores	P	P			
5941	Sporting goods and bicycle shops	P	P			
5942	Bookstores	P	P			
5943	Stationery stores	P	P			

5944	Jewelry stores	P	P			
5945	Hobby, toy, and game shops	P	P			
5946	Camera and photographic supply stores	P	P			
5947	Gift, novelty, and souvenir shops	P	P			
5948	Luggage and leather goods stores	P	P			
5949	Sewing, needlework, and piece goods	P	P			
5961	Catalog and mail-order houses	P	P			
5983	Fuel oil dealers		S			
5984	Liquefied petroleum gas dealers		S			
5992	Florists	P	P			
5993	Tobacco stores and stands	P	P			
5994	News dealers and newsstands	P	P			
5995	Optical goods stores	P	P			
5999	Miscellaneous retail stores, nec	P	R			
	FINANCE, INSURANCE, AND REAL ESTATE					
602	Commercial banks	P	P			
603	Savings institutions	P	P			
606	Credit unions	P	P			
611	Federal and federal sponsored credit	P	P			
64	Insurance agents, brokers, and service	P	P			
65	Real estate	P	P			
	SERVICES					
702	Rooming- and boardinghouses; dorms			R		
721	Laundry, cleaning, and garment services	R	R			
7215	Coin-operated laundries and cleaning	P	P			
722	Photographic studios, portrait	P	P			
723	Beauty shops	P	P			
724	Barber shops	P	P			
725	Shoe repair and shoeshine parlors	P	P			
7334	Photocopying and duplicating services	P	P			
7335	Commercial photography	P	P			
7336	Commercial art and graphic design	P	P			
7359	Equipment rental and leasing, nec	R	R			
753	Automotive repair shops	P	P			
754	Automotive services, except repair	P	P			
762	Electrical repair shops	P	P			
763	Watch, clock, and jewelry repair	P	P			
764	Reupholstery and furniture repair	P	P			
784	Video tape rental	P	P			
791	Dance studios, schools, and halls	P	P			
7991	Physical fitness facilities	P	P			
7993	Coin-operated amusement devices	P	P			
7997	Membership sports and recreation clubs	P	P			
801	Offices and clinics of medical doctors	P	P			
802	Offices and clinics of dentists	P	P			
804	Offices of other health practitioners	P	P			

805	Nursing and personal care facilities	P	P	P		
81	Legal services	P	P			
821	Elementary and middle schools				S	
822	Colleges and universities					S
823	Libraries—Less than 7500 sq. ft.	P	P			
823	Libraries—7500 sq. ft. or more				P	
824	Vocational schools					S
835	Day care services	R	P			
841	Museums and art galleries	P	P		P	
842	Botanical and zoological gardens	P	P		P	
864	Civic and social associations	P	P			
866	Religious organization	P	P			
	PUBLIC ADMINISTRATION					
91	Executive, legislative, and general				P	
922	Public order and safety				P	
9221	Police protection				P	
9224	Fire protection				P	
	RECREATION					
	Hiking and nature trails				P	
	Picnicking				P	
	Canoe trails				P	
	Bicycle trails				P	
	Horseback riding trails				P	
	Tot lots				P	
	Court sports				P	
	Field sports				P	
	Boat landings				P	
	Archaeological historical sites			S	S	

(d) The maximum allowable gross square footage in the rural community district is as follows:

COMMERCIAL LAND USE TYPE	RURAL COMMUNITY
MINOR*	
Total location	40,000
Single site or quadrant	20,000
Single structure	10,000
NEIGHBORHOOD**	
Total location	50,000
Single site or quadrant	50,000
Single structure	50,000

* Maximum of 10,000 gross square feet, if located on a local street.

** Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

(e) The minimum development standards in the rural community district are as follows:

	DEVELOPMENT TYPE					
	Low-Density Residential		Commercial, Office		Agricultural-Related Minor Industrial	Community Services and Postsecondary Schools
	Noncluster	Cluster	Noncluster	Cluster		
MINIMUM SETBACKS (FEET)						
Front yard						
Building	25	25**	25	25**	50	2 5
Parking	—	—	20	20**	50	40
Corner yard						
Building	20	20**	25	25**	50	2 5
Parking	—	—	20	20**	50	40
Side yard						
Building	10	20**	20	20**	50	2 0
Parking	—	—	20	20**	50	20
Rear yard						
Building	25	20**	25	25**	50	2 5
Parking	—	—	20	20**	50	20
Adjoining lower intensity zoning district						
Building	—	—	50	50**	100	—
Parking	—	—	20	20**	100	—
Maximum % impervious surface area	40	25***	60	25***	25	60
Maximum height at building envelope perimeter	35	35	35	35	35	35
Maximum additional height/additional zoning setback	1/1	1/1	1/1	1/1	1/1	1/1
Total maximum height	—	35	45	45	45*	45*
Minimum lot frontage	15	15	30	30	60	—
Minimum lot size (acres)	.25	.10	.50	.25	1.0	—

* This number applies to habitable portion of a structure.

** This number applies to the perimeter setback only.

*** Maximum percent of impervious area of developable portion of site.

(f) Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (subdivision 3 of division 5 of article VII).

(g) Specific restrictions. If uses are restricted according to the schedule of permitted uses, they are not allowed unless they follow the general development guidelines for restricted uses as provided in this division. Specific restricted uses are addressed below.

(1) Laundry, cleaning and garment services (SIC 721). Does not include dry cleaning plant operations; pick-up stations only.

(Ord. No. 07-20, § 2, 7-10-07)

SECTION 4. Section 10-6.617 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Residential Preservation” is hereby amended to read as follows:

Sec. 10-6.617. – Residential Preservation.

(a) Purpose and intent. The residential preservation district is characterized by existing homogeneous residential areas within the community predominantly accessible by local streets. The primary function is to protect existing stable and viable residential areas from incompatible land uses and density intrusions. Commercial, retail, office, and industrial activities are prohibited. Certain nonresidential activities may be permitted, such as home occupations consistent with the applicable provisions of section 10-6.803; community services and facilities/institutional uses consistent with the applicable provisions of section 10-6.806; and churches, religious organizations, and houses of worship. Single-family, duplex residences, manufactured homes, and cluster housing may be permitted within a range of zero to six units per acre. Compatibility with surrounding residential type and density shall be a major factor in the authorization of development approval and in the determination of the permissible density.

(1) In residential preservation areas outside the urban service area, the density of the nonvested development in residential preservation areas shall be consistent with the underlying land use category.

(2) In residential preservation areas inside the urban services area, new residential development densities shall be consistent with those within the developed portions of the recorded or unrecorded subdivision in which they are located. Consistency for the purposes of this paragraph shall mean that proposed lots shall not be smaller than the smallest lot that was created by the original subdivision plat or any subsequent replat that may have occurred consistent with county land development regulations in effect at the time.

(3) When new residential development inside the urban services area is proposed for an area not located within a recorded or unrecorded subdivision, densities shall be permitted in the range of zero to six dwelling units per acre consistent with the availability of central water and sewer service to accommodate the proposed development. If central water and sewer service is not available, density shall be limited to a maximum of two dwelling units per acre consistent with all applicable provisions of the Environmental Management Act.

(4) Notwithstanding the provisions of subsection 10-6.617(a)(2) above, existing lots in a recorded or unrecorded residential subdivision zoned residential preservation may be resubdivided up to a maximum density of six dwelling units per acre provided that the parent lot directly abuts an existing arterial or major collector roadway that was not constructed as part of the subdivision's roadway network. This provision shall not apply to lots whose current designated primary access is form a street internal to the recorded or unrecorded subdivision zoned residential preservation. Existing lots of record with no current frontage on a major collector or arterial roadway, as specified above, cannot be aggregated to benefit from the provision of this section.

The following factors shall be used to determine the maximum allowed number of lots per acre created pursuant to this subsection: a) the availability of water and sewer to accommodate the proposed development as cited in subsection 10-617(a)(3) above; b) compliance with applicable local and/or Florida Department of Transportation (FDOT) roadway connection standards c) the mitigation of any adverse impacts on the transportation network, and d) compliance with any other applicable provisions of the Land Development Code, including those pertaining to environmental protection. Acceptable mitigation for impacts to the transportation network include a common ingress/egress access point for all newly created lots, frontage roadways, or any other solution that mitigates the adverse impacts on the transportation network as determined by the director.

(5) Allowable development type shall be construed to mean the following:

a. Parcels proposed for residential which are located in a recorded or unrecorded subdivision shall develop consistent with the type of residential development pattern located inside the recorded or unrecorded subdivision.

b. Parcels proposed for residential which are located inside the urban service area and not in a recorded or unrecorded subdivision shall develop consistent with the type of residential development pattern located adjacent to the vacant parcel.

c. Parcels proposed for residential development surrounded by a mix of conventional single-family homes and manufactured homes, shall be developed for conventional single-family homes.

d. Parcels proposed for residential development surrounded by a mix of single-family and duplex development shall be developed for single-family use, unless duplex residential development is the predominant type.

e. The placement of standard design manufactured homes and mobile homes shall be allowed in manufactured home parks, in subdivisions platted explicitly for allowing manufactured homes, or as a replacement unit for any lawfully existing manufactured home consistent with the provisions of article XII of this chapter.

(b) Allowable uses. For the purpose of this article, the following land use types are allowable in the RP zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.

(1) Low-density residential.

(2) Passive recreation.

(3) Active recreation.

(4) Community services.

(5) Light infrastructure.

(c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Those uses or activities permitted through special exception shall require review and approval by the Board of County Commissioners consistent with the provisions of section 10-6.611. Allowable uses, appropriate permit level and applicable development and locational standards in the residential preservation district are as follows:

P = Permitted use R = Restricted use S = Special exception

Legend					
LR	=	Low-density residential	CS	=	Community services
PR	=	Passive recreation	LI	=	Light infrastructure
AR	=	Active recreation			

		Development and Locational Standards				
SIC Code	Name of Use	LR	PR	AR	CS	LI
	RESIDENTIAL					
	Dwelling, one-family	P				
	Dwelling, two-family	R				
	Dwelling, mobile home	P				
	Mobile home park	S				
	SERVICES					
	Elementary and secondary schools legally established and in existence as of July 1, 2015, including expansions to existing facilities				R	
	Religious organizations				S	
	PUBLIC ADMINISTRATION					

922	Public order and safety				S	
9221	Police protection				S	
9224	Fire protection				S	
	RECREATION					
	Hiking and nature trails		P			
	Picnicking		P			
	Canoe trails		P			
	Bicycle trails		P			
	Horseback riding trails		P			
	Tot lots			P		
	Court sports			P		
	Field sports			P		

Placement of new mobile homes are limited to the following areas: existing mobile home parks; and platted mobile home subdivisions. New mobile homes shall also be allowed as replacements of lawfully existing mobile homes in other locations. New mobile home parks may be established as per the provisions set forth in section 10-6.807.

(d) Development standards. All proposed development shall meet the applicable buffer zone standards as outlined in section 10-7.522. For residential development in recorded or unrecorded subdivisions, the development standards including front, rear, side, and side corner yard setbacks for new residential development shall be consistent with the developed portions of the recorded or unrecorded subdivision in which it is located. For new residential development in residential preservation areas not located in recorded or unrecorded subdivisions, the applicable development standards including, but not limited to front, rear, side, and side corner yard setbacks shall be established at the time of subdivision and site and development plan review.

SECTION 5. Section 10-6.618 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Lake Talquin Recreational/Urban Fringe" is hereby amended to read as follows:

Sec. 10-6.618. – Lake Talquin Recreational/Urban Fringe.

(a) Purpose and intent. The purpose and intent of the Lake Talquin recreational urban fringe district is to allow the same density as the urban fringe district through required clustering to protect environmentally sensitive areas. This area has unique characteristics in that it has developed to a large extent with weekend or vacation homes along the lake.

In the future, a critical areas study will be performed for this area to ascertain the environmental impacts of future development as well to produce a strategy to provide services. Once this study has been completed the provisions of this district will be reassessed and this article will be amended as appropriate.

(b) Allowable uses. For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.

(1) Minor commercial.

(2) Neighborhood commercial.

(3) Highway commercial.

(4) Minor office.

(5) Low-density residential.

(6) Passive recreation.

(7) Active recreation.

(8) Community services.

(9) Light infrastructure.

(10) Heavy infrastructure.

(11) Postsecondary.

(c) List of permitted uses. Some of the uses on these schedules are itemized according to the Standard Industrial Code (SIC). Allowable uses, appropriate permit level and applicable development and locational standards in the Lake Talquin recreation urban fringe district are as follows:

P = Permitted use R = Restricted use S = Special exception

Legend					
Ag	=	Agricultural	PR	=	Passive recreation
MC	=	Minor commercial	AR	=	Active recreation
NC	=	Neighborhood commercial	CS	=	Community services
HC	=	Highway commercial	PS	=	Postsecondary
LR	=	Low-density residential			

		Development and Locational Standards								
SIC Code	Name of Use	Ag	MC	NC	HC	LR	PR	AR	CS	PS
	RESIDENTIAL									
	Dwelling, one-family					P				
	Dwelling, two-family					P				
	Dwelling, mobile home					P				
	AGRICULTURE, FORESTRY, AND FISHING									
02	Agricultural production—Livestock	P								
074	Veterinary services		R	S						
	TRANSPORTATION AND PUBLIC UTILITIES									
43	Postal service		P	S					S	
	RETAIL TRADE									
521	Lumber and other building materials		P	P						
523	Paint, glass, and wallpaper stores		P	P	S					
525	Hardware stores		P	P	S					
526	Retail nurseries and garden stores		R	R						
539	Misc. general merchandise stores		P	P						
541	Grocery stores		P	P						
542	Meat and fish markets		P	P						
543	Fruit and vegetable markets		P	P						
544	Candy, nut and confectionery stores		P	P						

545	Dairy products stores		P	P						
546	Retail bakeries		P	P						
553	Auto and home supply stores		P	P						
554	Gasoline service stations		P	R	S					
	Convenience store		P	S	S					
56	Apparel and accessory stores		P	P						
571	Furniture and homefurnishings stores		P	P						
572	Household appliance stores		P	P						
573	Radio, television, and computer stores		P	P						
5736	Musical instrument stores		P	P						
581	Eating and drinking places		P	P						
591	Drugstores and proprietary stores		P	P						
592	Liquor stores		P	P						
593	Used merchandise stores		P	P						
5941	Sporting goods and bicycle shops		P	P						
5942	Bookstores		P	P						
5943	Stationery stores		P	P						
5944	Jewelry stores		P	P						
5945	Hobby, toy, and game shops		P	P						
5946	Camera and photographic supply stores		P	P						
5947	Gift, novelty, and souvenir shops		P	P						
5948	Luggage and leather goods stores		P	P						
5949	Sewing, needlework, and piece goods		P	P						
5961	Catalog and mail-order houses		P	P						
5983	Fuel oil dealers				S					
5984	Liquefied petroleum gas dealers				S					
5992	Florists		P	P						
5993	Tobacco stores and stands		P	P						
5994	News dealers and newsstands		P	P						
5995	Optical goods stores		P	P						
	FINANCE, INSURANCE AND REAL ESTATE									
6553	Cemeteries		P						P	
	SERVICES									
703	Camps and recreational vehicle parks							R		
722	Photographic studios, portrait		P	P						
723	Beauty shops		P	P						
724	Barber shops		P	P						
725	Shoe repair and shoeshine parlors		P	P						
7334	Photocopying and duplicating services		P	P						
7335	Commercial photography		P	P						
7336	Commercial art and graphic design		P	P						
753	Automotive repair shops		R	R						
754	Automotive services, except repair		R	R						
762	Electrical repair shops		P	P						
763	Watch, clock, and jewelry repair		P	P						
764	Reupholstery and furniture repair		P	P						

784	Video tape rental		P	P	P					
791	Dance studios, schools, and halls		P	P						
793	Bowling centers		P	P						
7997	Membership sports and recreation clubs		P	P						
821	Public Elementary and secondary schools (that are subject to the School Interlocal Agreement); (excludes charter and private schools)								S	
822	Colleges and universities									S
823	Libraries—Less than 7,500 sq. ft.		P	P						
823	Libraries—7,500 sq. ft. or more								S	
824	Vocational schools								S	
841	Museums and art galleries								S	
842	Botanical and zoological gardens								S	
864	Civic and social associations		P	P					S	
6553	Cemeteries		P							
	PUBLIC ADMINISTRATION									
922	Public order and safety								S	
9221	Police protection								S	
9223	Correctional institutions								S	
9224	Fire protection								S	
	RECREATION									
	Hiking and nature trails						P			
	Picnicking						P			
	Canoe trails						P			
	Bicycle trails						P			
	Horseback riding trails						P			
	Tot lots							P		
	Court sports							P		
	Field sports							P		
	Boat landings							P		
	Archaeological historical sites						S			

(d) The maximum allowable floor area in the Lake Talquin urban fringe district is as follows:

COMMERCIAL LAND USE TYPE	LAKE TALQUIN RECREATION URBAN FRINGE
MINOR*	
Total location	20,000
Single site or quadrant	10,000
Single structure	5,000
NEIGHBORHOOD**	
Total location	100,000
Single site or quadrant	100,000
Single structure	50,000

* Maximum 10,000 gross square feet, if located on a local street.

** Only one neighborhood commercial site (quadrant) will be permitted at the intersection of a major collector and arterial road. The maximum allowable commercial development permitted at the neighborhood commercial area located at the intersection of two major collectors is 50,000 sq. ft. g.s.l.a.

(e) The minimum development standards in the Lake Talquin urban fringe district are as follows:

	Low Density Residential		Commercial		Agricultural - Related Industrial	Community Services; Active Recreation; Public, Primary and Secondary Schools	Comp. Plan Policy 2.1.9. Subdivision
	Noncluster	Cluster	Noncluster	Cluster			
MINIMUM SETBACKS (FEET)							
Front yard							
Building	30	30*	30	25*	50	30	25
Parking	—	—	40	40*	50	40	—
Corner yard							
Building	30	30*	30	25*	50	30	25
Parking	—	—	40	40*	50	40	—
Side yard							
Building	20	20*	40	20*	50	40	15
Parking	—	—	40	20*	50	40	—
Rear yard							
Building	50	50*	50	30*	50	50	50
Parking	—	—	40	10*	50	50	50
Adjoining lower intensity zoning district							
Building	—	—	—	—	100	—	—
Parking	—	—	—	—	100	—	—
Maximum % impervious surface area	30	25**	30	25**	30	—	30
Heights (feet)							
Maximum at building envelope perimeter	35	35	35	35	35	35	35
Maximum additional height/additional zoning setback	1′/1′	1′/1′	1′/1′	1′/1′	1′/1′	1′/1′	1′/1′
Total maximum height	—	—	45	45	45***	45	—
Minimum lot frontage	15	15	40	40	100	—	15
Minimum lot area (acres)	3.0	0.5	3.0	0.5	10.0	—	0.5

* This number applies to the perimeter setback only.

** Maximum percent impervious of developable portion of site.

*** This height applies to habitable portion of an industrial structure.

(f) Development standards. All proposed development shall meet the commercial site location standards (section 10-6.619); buffer zone standards (section 10-7.522); and the parking and loading requirements (subdivision 3 of division 5 of article VII).

SECTION 6. Section 10-6.634 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Residential Acre" is hereby amended to read as follows:

Sec. 10-6.634. – Residential Acre.

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The RA zoning district is intended to be located in areas designated Bradfordville Mixed Use Suburban, Urban Residential 2, or Woodville Rural Community on the Future Land Use Map and is intended to apply to selected areas located on the periphery of the urban service area where sanitary sewer is not expected to be available or environmental constraints exist. The regulations of this district are intended to permit low density or intensity development, consistent with environmental and infrastructure constraints, without precluding future expansion of urban services. The maximum gross density allowed for new residential development in the RA district is 1 dwelling unit per acre. This district also allows certain community and recreational facilities related to residential uses.	(1) Agricultural production-crops. (2) Cemeteries. (3) Community facilities related to residential uses including religious facilities, libraries and police/fire stations. ~~elementary~~ Public Elementary and middle schools that are subject to the School Interlocal Agreement; excludes private and charter schools ~~and libraries~~. Vocational and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (4) Golf courses. (5) Passive and active recreational facilities. (6) Single-family detached dwellings.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner	d. Rear	a. Building Size (excluding gross	b. Building Height (excluding stories

	Area					Lot		building floor area used for parking)	used for parking)
Single-Family Detached Dwellings	1 acre	80 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	not applicable	3 stories
Any Permitted Principal Nonresidential Uses	1 acre	100 feet	100 feet	35 feet	15 feet on each side; or any combination of setbacks that equals at least 30 feet, provided that no such setback shall be less than 10 feet	25 feet	25 feet	10,000 square feet of gross building floor area per acre	3 stories

GENERAL NOTES:
1. If central sanitary sewer is not available, nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for Information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 7. Section 10-6.642 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "OR-1 Office Residential District" is hereby amended to read as follows:

Sec. 10-6.642. – OR-1 Office Residential District.

1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
The OR-1 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary, ~~and~~ middle ~~schools~~ and high	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as

each other. The provisions of the OR-1 district are intended to provide the district with a residential character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted I the OR-1 district. The regulations of these districts are not intended to displace viable residential areas. The maximum gross density allowed for new residential development in the OR-1 district is 8 dwelling units per acre, while the minimum gross density allowed is 6 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.	schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (4) Day care centers. (5) Medical and dental offices and services, laboratories, and clinics. (6) Non-medical offices and services, including business and government offices and services. (7) Nursing homes and other residential care facilities. (8) Passive and active recreational facilities. (9) Personal services. (10) Single-family attached dwellings. (11) Single-family detached dwellings. (12) Studios for photography, music, art, dance, drama, and voice. (13) Two-family dwellings. (14) veterinary services, including veterinary hospitals.	determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the administrator or designee.

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side: or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached	3,750 squar	37.5 feet	80 feet	15 feet	none	15 feet	25 feet	Maximum length: 8	3 stories

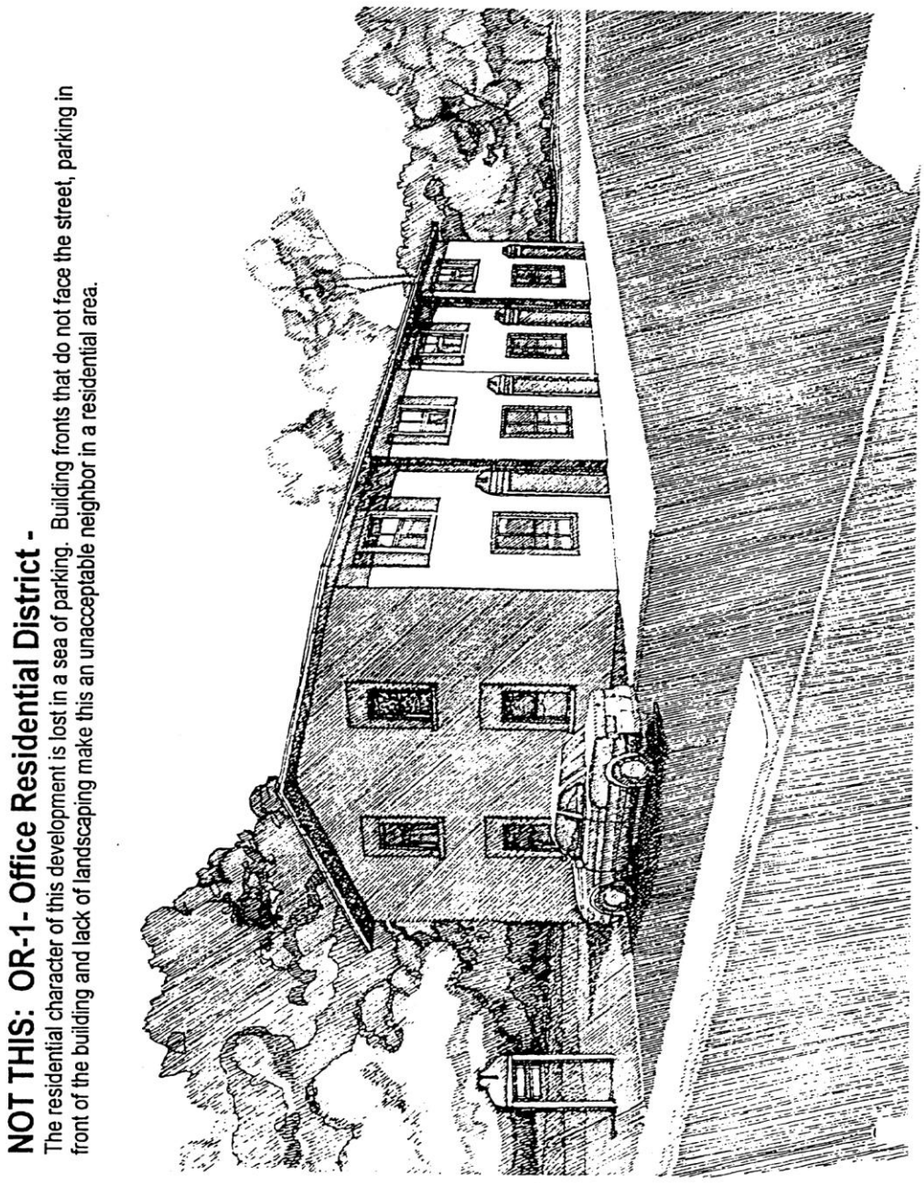
Dwellings	e feet end unit, 2,400 square feet interior lot	end unit; 25 feet interior lot						units	
Any Permitted Principal Nonresidential Use	6,000 square feet	50 feet	100 feet	15 feet	Same as single-family above	25 feet	10 feet	10,000 square feet of gross building floor area per acre (does not apply to a conversion of an existing structure) or 12,500 square feet of gross building floor area per acre if the project is a mixed use development	3 stories
7. Off-Street Parking Requirements: Off-street parking facilities associated with permitted principal nonresidential uses in the OR-1 zoning district must comply with the following requirements: a. Parking Setbacks: Side-Corner: 20 feet Rear and Side-Interior: 10 feet b. Driveway Setbacks: Side-Corner: 10 feet (none if driveway is shared Rear and Side-Interior: 4 feet (none if driveway is shared) c. Off-street parking may not be placed in a front yard between a building and the street. d. The parking or driveway separation from the building is 4 feet. e. All off-street parking spaces behind a building shall be screened from the required front yard and side corner lot areas by evergreen landscaping at least 4 feet in height. f. Parking spaces shall be screened from rear and interior side property lines by a combination of a 6 foot high opaque fence or wall and landscape plant material. g. Driveways connecting to a public street shall be the narrowest possible width to ensure appropriate safety standards, as determined by the county administrator or designee.									

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrent Management Ordinance for Information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

THIS: OR-1- Office Residential District -

Preserving the residential character of neighborhoods is essential when residential structures are converted to office use. Maintaining the landscape quality of the front yard area is required. Also, note the limited signage, parking to the side or rear, and screening and buffering of parking.



(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 8. Section 10-6.643 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "OR-2 Office Residential District" is hereby amended to read as follows:

Sec. 10-6.643. - OR-2 Office Residential District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The OR-2 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office	(1) Banks and other financial institutions. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations and elementary, ~~and~~ middle, ~~schools~~ high schools and vocational schools. Other community facilities may be allowed in	(15) Retail food and grocery (only allowed in a business park development). (16) Single-family attached dwellings. (17) Single-family detached dwellings. (18) Social, fraternal and recreational clubs and lodges, including assembly halls. (19) Stand-alone restaurants without drive-thrus (only	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure

uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-2 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-2 district. The maximum gross density allowed for new residential development in the OR-2 district is 16 dwelling units per acre, while the minimum gross density allowed is eight dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities. In order to implement the business park development pattern, a minimum of ten acres is required with at least three types of uses which shall include office and commercial.	accordance with section 10-6.806 of these regulations. (4) Day care centers. (5) Golf courses. (6) Hotels and motels, including bed and breakfast inns. (7) Medical and dental offices and services, laboratories and clinics. (8) Multiple-family dwellings. (9) Nonmedical offices and services, including business and government offices and services. (10) Nursing homes and other residential care facilities. (11) Off-street parking facilities. (12) Passive and active recreational facilities. (13) Personal services. (14) Retail drug store with drive-thrus (only allowed in a business park development).	allowed in a business park development). (20) Studios for photography, music, art, dance, drama and voice. (21) Two-family dwellings. (22) Veterinary services, including veterinary hospitals. (23) Zero-lot line single-family detached dwellings. (24) Any use permitted in the C-1 district (and is not listed in uses 1—20 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.	and/or utility services and facilities necessary to serve permitted uses, as determined by the administrator or designee.

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side: or any combinatio	15 feet	25 feet	not applicable	3 stories

					n of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet				
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 square feet minimum; average of 2,000 square feet	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Nonresidential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre	3 stories
DEVELOPMENT STANDARDS—Continued									
Commercial Uses (Only Allowed in Business Park Development)	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	20,000 square feet of gross building floor area per acre; Individual buildings may not exceed 15,000 gross square feet	3 stories
7. Additional Criteria and Restrictions for Business Park Development: Commercial uses shall not exceed 25 percent of the total square feet of the development.									

GENERAL NOTES:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrent Management Ordinance for Information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09; Ord. No. 09-33, § 3, 10-13-09)

SECTION 9. Section 10-6.644 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "OR-3 Office Residential District" is hereby amended to read as follows:

Sec. 10-6.644. - OR-3 Office Residential District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The OR-3 district is intended to be located within areas designated Bradfordville Mixed Use or Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-3 district shall be located and designed to promote convenient access to pedestrian and moss transit facilities. A variety of housing types, compatible nonretail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-3 district. The maximum gross density allowed for new residential development in the OR-3 district is 20 dwelling units per acre, while the	(1) Banks and other financial institutions. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, vocational, police/fire stations, elementary, middle, and high schools. Other community facilities may be allowed in accordance with section 18.1 of these regulations. (4) Day care centers. (5) Golf courses. (6) Hotels and motels, including bed and breakfast inns. (7) Medical and dental offices and services, laboratories, and clinics. (8) Multiple-family dwellings. (9) Nonmedical offices and services, including business and government offices and services. (10) Nursing homes, including other residential care facilities. (11) Off-street parking facilities.	(12) Passive and active recreational facilities. (13) Personal services. (14) Single-family attached dwellings. (15) Single-family detached dwellings. (16) Social, fraternal, recreational clubs and lodges, and assembly halls. (17) Studios for photography, music, art, dance, drama, and voice. (18) Two-family dwellings. (19) Veterinary services, including veterinary hospitals. (20) Zero lot line single-family detached dwellings. (21) Any use permitted in the C-1 district (and is not listed in uses 1—20 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

minimum gross density allowed is eight dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.			

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side: or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 square feet minimum; average of 2,000 square feet	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	25 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any	12,000	60	100	15	15 feet on	25	10	20,000	3 stories

Permitted Principal Nonresidential Use	square feet	feet	feet	feet	each side	feet	feet	square feet of gross building floor area per acre (SEE NOTE 4)	(SEE NOTE 4)

GENERAL NOTES:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. In properties formerly designated as Mixed Use-C in the Future Land Use Map, the maximum nonresidential gross building floor area is 40,000 square feet per acre and the maximum building height is 6 stories, if parking structures are provided for at least 50 percent of the parking spaces.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 10. Section 10-6.647 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "C-2 General Commercial District" is hereby amended to read as follows:

Sec. 10-6.647. - C-2 General Commercial District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The C-2 district is intended to be located in areas designated Bradfordville Mixed Use, Suburban or Woodville Rural Community on the Future Land Use Map of the Comprehensive Plan shall apply to areas with direct access to major collector or arterial roadways located within convenient traveling distance to several neighborhoods, wherein small groups of retail commercial, professional, office, community and recreational facilities and other convenience commercial activities are permitted in order to provide goods and services that people frequently use in close proximity to their homes. The C-2 district is not intended to accommodate large scale commercial or	(1) Antique shops. (2) Automotive service and repair, including car wash. (3) Bait and tackle shops. (4) Banks and other financial institutions. (5) Camera and photographic stores. (6) Cocktail lounges and bars. (7) Community facilities related to the permitted principal uses, including libraries, religious facilities, police/fire stations, elementary, middle and high schools. ~~Elementary schools are prohibited.~~ Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (8) Day care centers. (9) Gift, novelty and souvenir shops.	(24) Residential (any type), provided that it is located on the second floor or above a building containing commercial or office uses on the first floor. (25) Restaurants, with or without drive-in facilities. (26) Retail bakeries. (27) Retail computer, video, record and other electronics. (28) Retail department, apparel and accessory stores. (29) Retail drug stores. (30) Retail florist. (31) Retail food and grocery. (32) Retail	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

service activities or other types of more intensive commercial activity. The maximum gross density allowed for new residential development in the C-2 district is 16 dwelling units per acre, with a minimum gross density of eight dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum density. The residential uses are required to be located on the second floor or above of a building containing commercial or office uses on the first floor. Mixed use projects in the C-2 district are encouraged, but are not required. In order to maintain compact and nonlinear characteristics, C-2 districts shall not be located closer than ¼ mile to other C-2 or C-1 districts or to parcels of land containing commercial developments including more than 20,000 gross square feet of floor area and shall not exceed 30 acres in size.	(10) Indoor amusements (bowling, billiards, skating, etc.). (11) Indoor theaters (including amphitheaters). (12) Laundromats, laundry and dry cleaning pick-up. (13) Mailing services. (14) Medical and dental offices, services, laboratories and clinics. (15) Motor vehicle fuel sales. (16) Nonmedical offices and services, including business and government offices and services. (17) Nonstore retailers. (18) Passive and active recreational facilities. (19) Personal services (barber shops, fitness clubs, etc.). (20) Photocopying and duplicating servies. (21) Rental and sales of dvds, video tapes and games. (22) Rental of tools, small equipment or party supplies. (23) Repair services, nonautomotive.	furniture, home appliances, accessories. (33) Retail home/garden supply, hardware and nurseries. (34) Retail jewelry store. (35) Retail needlework shops and instruction. (36) Retail newsstand, books, greeting cards. (37) Retail office supplies. (38) Retail optical and medical supplies. (39) Retail package liquors. (40) Retail pet stores. (41) Retail picture framing. (42) Retail sporting goods, toys. (43) Retail trophy store. (44) Shoes, luggage and leather goods. (45) Social, fraternal and recreational clubs and lodges, including assembly halls. (46) Studios for photography, music, art, dance and voice. (47) Tailoring. (48) Veterinary services, including veterinary hospitals. (49) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.	
FOR ADDITIONAL DEVELOPMENT STANDARDS, REFER TO PAGE 2 OF 2			

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal Use	none	none	none	25 feet	15 feet on each side	25 feet	10 feet	Except for properties within the Woodville Rural Community, 12,500 square feet of nonresidential gross building floor area per acre and commercial and/or office uses not to exceed 200,000 square feet of gross building floor area for each district containing 20 acres or less. 12,500 square feet of nonresidential gross building floor area per acre and commercial and/or office uses not to exceed maximum of 250,000 square feet of nonresidential gross building area per district for districts containing more than 20 acres to 30 acres. Individual buildings may not exceed 50,000 gross square feet. Within the Woodville Rural Community, 12,500 square feet of nonresidential gross building area per acre and commercial uses not to exceed 50,000 square feet of gross building floor area per parcel.	3 stories
7. Street Vehicular Access Restrictions: Properties in the C-2 zoning district shall be located on a major collector or arterial street, but may have additional vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RHA, R-1, R-2, R-3, R-4, R-5, MH and RP.									

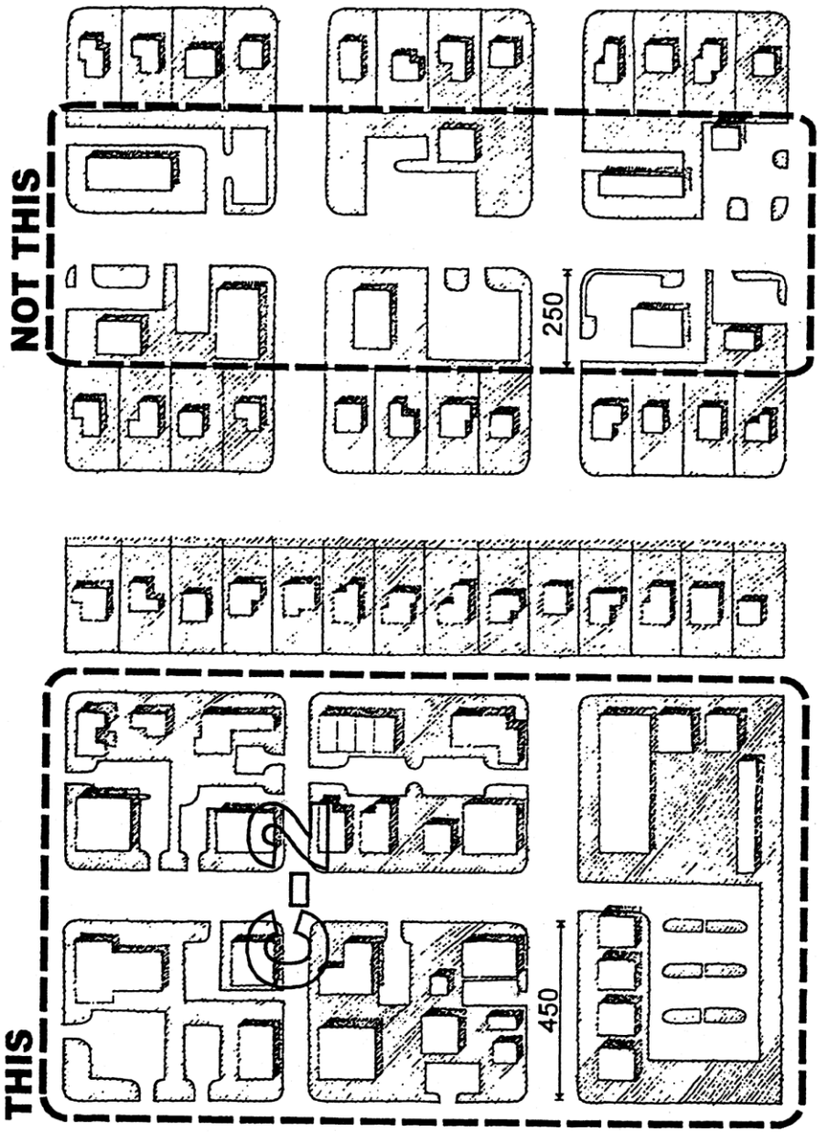
GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and Inside the Urban Service Area nonresidential development is limited to a

maximum of 2,500 square feet of building area. Inside the Urban Service Area, community service facilities are limited to a maximum of 5,000 square feet of building area of a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).



C-2 - Neighborhood Commercial District - THIS and NOT THIS illustrations

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09; Ord. No. 09-33, § 3, 10-13-09)

SECTION 11. Section 10-6.650 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "UP-1 Urban Pedestrian District" is hereby amended to read as follows:

Sec. 10-6.650. - UP-1 Urban Pedestrian District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The UP-1 district is intended to be located in areas designated Suburban or Bradfordville Mixed Use on the Future Land Use Map of the Comprehensive Plan and shall apply to compact,	(1) Antique shops. (2) Banks and other financial institutions, without drive-through facilities. (3) Camera and photographic stores. (4) Cocktail lounges and	(21) Residential (any type). (22) Restaurants without drive-in facilities. (23) Retail bakeries. (24) Retail	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more

linear urban areas with direct access to an arterial roadway. The intent of this district is to promote the redevelopment of areas from lower intensity "strip" development pattern to a more intensive, higher density urban pattern. It is one of the intents of this district to permit the gradual conversion of existing development to the new standards by allowing the continuation of certain existing uses and allowing the conversion of those existing uses to drive-through uses, provided that the new uses meet the development standards of this district and foster an improved pedestrian environment. It is not intended that additional sites within this district be converted to new drive-through uses. The UP-1 district shall be located in areas near employment or activity centers with access to public transit. The provisions of this district are intended to promote more intensive and multiple use developments with pedestrian facilitation and orientation. Retail commercial, professional, office, medium density residential, and community and recreational facilities related to principal permitted uses are permitted. This district is not intended to accommodate regional scale commercial and service activities, not automotive oriented uses (auto sales, service or repair). New residential development shall have a minimum gross density of 6 dwelling units per acre and a maximum gross density of 16 dwelling units per acre. The minimum gross density requirements may be eliminated if constrains of concurrency or preservation and/or conservation features	bars. (5) Community facilities related to the permitted principal uses, including libraries, religious facilities, ~~vocational and middle schools, and~~ police/fire stations, vocational, elementary, middle and high schools. ~~Elementary and high schools are prohibited.~~ Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (6) Day care centers. (7) Gift, novelty, and souvenir stores. (8) Hotels and motels, including bed and breakfast inns. (9) Indoor amusements (bowling, billiards, skating, etc.). (10) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities. (11) Mailing services. (12) Medical and dental offices, services, laboratories, and clinics. (13) Nonmedical offices and services, including business and government offices and services. (14) Non-store retailers. (15) Off-street parking facilities. (16) Passive and active recreational facilities. (17) Personal services (barber shops, fitness clubs etc.). (18) Photocopying and duplicating services. (19) Rental and sales of dvds, video tapes and games. (20) Repair services, non-automotive.	computer, video, record, and other electronics. (25) Retail department, apparel, and accessory stores. (26) Retail drug store. (27) Retail florist. (28) Retail food and grocery. (29) Retail furniture, home appliances, accessories. (30) Retail home/garden supply, hardware, and nurseries without outside storage or display. (31) Retail jewelry stores. (32) Retail needlework shops and instruction. (33) Retail newsstand, books, greeting cards. (34) Retail package liquors. (35) Retail picture framing. (36) Retail trophy stores. (37) Shoes, luggage, and leather goods. (38) Social, fraternal and recreational clubs and lodges, including assembly halls. (39) Studios for photography, music, art, drama, and voice. (40) Tailoring. (41) Existing drive-through uses and existing motor vehicle fuel sales which were legally established and in existence on October 1, 1997. (42) Other uses, which in the opinion of the county administrator or designee, are of a similar and	than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

preclude the attainment of the minimum densities.		compatible nature to those uses described in this district.	

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height
Any Permitted Principal Use	none	none	none	0 feet minimum 10 feet maximum	none	0 feet minimum 10 feet maximum	20 feet minimum if adjoining a residential district	20,000 square feet of gross building floor area per acre and commercial uses not to exceed 200,000 square feet of gross building floor area per parcel	6 stories (excluding stories used for parking); or 4 stories (including stories used for parking) if proposed structure is within 150 feet of a low density residential zoning district

7. Requirements and Incentives for Off-Street Parking Facilities: In order to create developments consistent with the intent of the district and to encourage mixed used and pedestrian friendly developments, off-street parking facilities associated with the construction of a new building or the expansion of an existing building are prohibited from being located in the front of the subject lot or parcel. The off-street parking requirements set forth in Subdivision 2 of Division 5 of Article VII, including the number of required off-street parking spaces and dimensional requirements are not applicable to properties in the UP-1 zoning district. Instead, the number of required off-street parking spaces and dimensional requirements shall be approved by the county administrator or designee during site plan review or permitting (whichever comes first) based on the information provided by the applicant.

8. Additional Criteria for Nonresidential Uses: The construction of a new nonresidential building or expansion of an existing nonresidential building shall require the front lot and street side exterior walls on the ground floor to contain a minimum of 70 percent transparent material.

9. Street Vehicular Access Restrictions: Properties in the UP-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, and RP.

10. Criteria for Conditional Uses: After October 1, 1997, drive-through facilities as part of a permitted use in this district may be permitted as conditional uses, providing that the following criteria are met: (a) the new use must be the redevelopment of a site which contains a conforming motor vehicle fuel sale use or a conforming drive-through use (see section No. 2 of this chart); (b) the new use complies with development standards of the zoning district; (c) the use has a cross building floor area in excess of 5,000 square feet; and (d) arterial street access does not exceed one vehicular access point per arterial street frontage.

GENERAL NOTES:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank, also, refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the environmental Management Act (EMN) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parts, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 12. Section 10-6.651 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "UP-2 Urban Pedestrian District" is hereby amended to read as follows:

Sec. 10-6.651. - UP-2 Urban Pedestrian District.

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The UP-2 district is intended to be located in areas designated Suburban or Bradfordville Mixed Use on the Future Land Use Map of the Comprehensive Plan and shall apply to compact, linear urban areas with direct access to an access roadway. The intent of this district is to promote the redevelopment of areas from lower intensity "strip" development pattern to a more intensive, higher density urban pattern. It is one of the intents of this district to permit the gradual conversion of existing development to the new standards by allowing the continuation of certain existing uses and allowing the conversion of those existing uses to drive-through uses, provided that the new uses meet the development standards of this district and foster an improved pedestrian environment. It is not intended that additional sites within this district be converted to new drive-through uses. The UP-2 district shall be located in areas near employment or activity centers with access to public transit. The provisions of this district are intended to promote	(1) Antique shops. (2) Banks and other financial institutions, without drive-through facilities. (3) Camera and photographic stores. (4) Cocktail lounges and bars. (5) Community facilities related to the permitted principal uses, including libraries, religious facilities, ~~vocational and middle schools, and~~ police/fire stations vocational, elementary, middle and high schools. ~~Elementary and high schools are prohibited.~~ Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (6) Day care centers. (7) Gift, novelty, and souvenir stores. (8) Hotels and motels, including bed and breakfast inns. (9) Indoor amusements (bowling, billiards, skating, etc.). (10) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities. (11) Mailing services. (12) Medical and dental offices, services, laboratories, and clinics.	(21) Residential (any type). (22) Restaurants without drive-in facilities. (23) Retail bakeries. (24) Retail computer, video, record, and other electronics. (25) Retail department, apparel, and accessory stores. (26) Retail drug store. (27) Retail florist. (28) Retail food and grocery. (29) Retail furniture, home appliances, accessories. (30) Retail home/garden supply, hardware, and nurseries without outside storage or display. (31) Retail jewelry stores. (32) Retail needlework shops and instruction. (33) Retail newsstand, books, greeting cards. (34) Retail package liquors. (35) Retail picture framing.	(1) A use of structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

more intensive and multiple use developments with pedestrian facilitation and orientation. Retail commercial, professional, office, medium density residential, and community and recreational facilities related to principal permitted uses are permitted. This district is not intended to accommodate regional scale commercial and service activities, not automotive oriented uses (auto sales, service). New residential development that is exclusively residential shall have a minimum gross density of 6 dwelling units per acre and a maximum gross density of 16 dwelling units per acre. New residential development combined with nonresidential development shall have a minimum gross density of 6 dwelling units per acre and a maximum density of 20 dwelling units per acre. The minimum gross density requirements may be eliminated if constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.	(13) Nonmedical offices and services, including business and government offices and services. (14) Non-store retailers. (15) Off-street parking facilities. (16) Passive and active recreational facilities. (17) Personal services (barber shops, fitness clubs etc.). (18) Photocopying and duplicating services. (19) Rental and sales of dvds, video tapes and games. (20) Repair services, non-automotive.	(36) Retail trophy stores. (37) Shoes, luggage, and leather goods. (38) Social, fraternal and recreational clubs and lodges, including assembly halls. (39) Studies for photography, music, art, drama, and voice. (40) Tailoring. (41) Existing drive-through uses and existing motor vehicle fuel sales which were legally established and in existence on October 1, 1997. (42) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.	

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height
Any Permitted Principal Use	none	none	none	0 feet minimum 10 feet maximum	none	0 feet minimum 10 feet maximum	20 feet minimum if adjoining a residential district	For properties that are exclusively nonresidential: 20,000 square feet of gross building floor area per acre	6 stories (excluding stories used for parking) only if proposed project combines nonresidential with

								and commercial uses not to exceed 200,000 square feet of gross building floor are per parcel. For properties that combine nonresidential with residential development: 40,000 square feet of gross building floor area per acre and commercial uses not to exceed 200,000 square feet of gross building floor area per parcel, provided that the combined development has at least 1 dwelling unit per 3,000 square feet of nonresidential use, or at least 1,000 square feet of nonresidential use per 3 dwelling units.	residential uses; or 4 stories (including stories used for parking) if proposed structure is within 150 feet of a low density residential zoning district.

7. Requirements and Incentives for Off-Street Parking Facilities: In order to create developments consistent with the intent of the district and to encourage mixed uses and pedestrian friendly developments, off-street parking facilities associated with the construction of a new building or the expansion of an existing building are prohibited from being located in the front of the subject lot or parcel. The off-street parking requirements set forth in Subdivision 3 of Division 5 of Article VII, including the number of required off-street parking spaces and dimensional requirements are not applicable to properties in the UP-2 zoning district. Instead, the number of required off-street parking spaces and dimensional requirements shall be approved by the county administrator or designee during site plan review of permitting (whichever comes first) based on the information provided by the applicant.

8. Additional Criteria for Nonresidential Uses: The construction of a new nonresidential building or expansion of an existing nonresidential building shall require the front lot and street side exterior walls on the ground floor to contain a minimum of 70 percent transparent material.

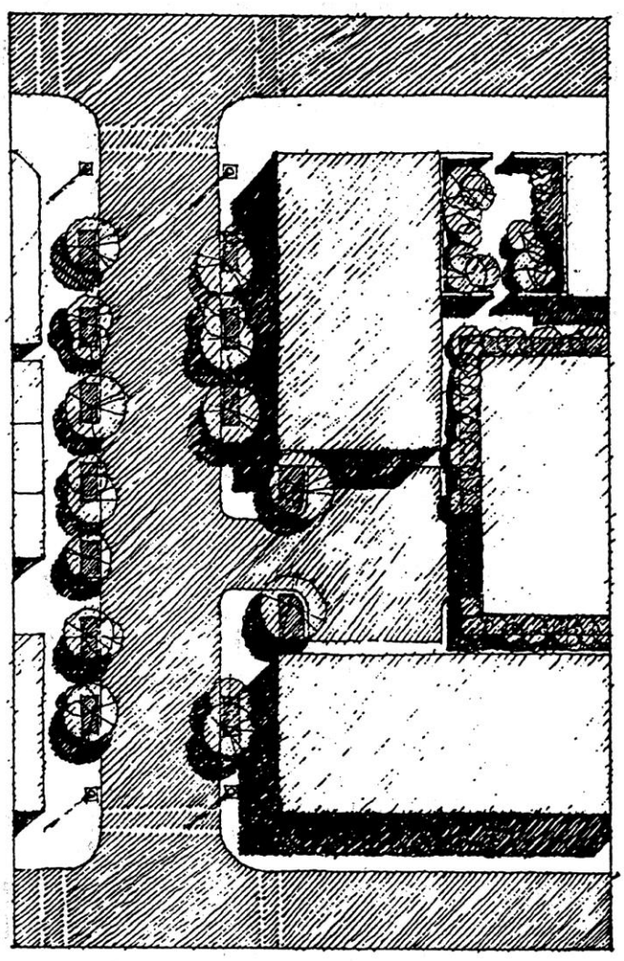
9. Street Vehicular Access Restrictions: Properties in the UP-2 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, and RP.

10. Criteria for Conditional Uses: After October 1, 1997, drive-through facilities as part of a permitted use in this district may be permitted as conditional uses, providing that the following criteria are met: (a) the new use must be the redevelopment of a site which contains a conforming motor vehicle fuel sale use or a conforming drive-through use (see section No. 2 of this chart); (b) the new use complies with development standards of the zoning district; (c) the use has a gross building floor area in excess of 5,000 square feet; and (d) arterial street access does not exceed one vehicular access point per arterial street frontage.

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank, also, refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the environmental Management Act (EMN) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parts, etc.).

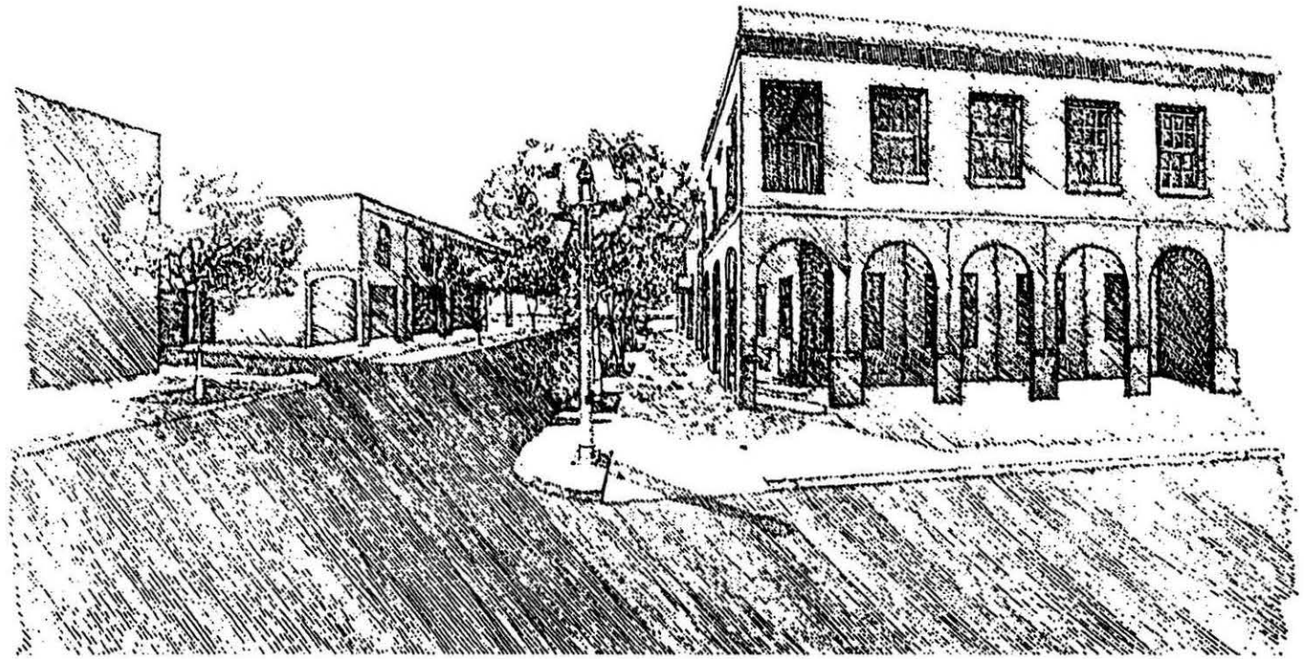
UP-1 & 2 - Urban Pedestrian Corridor Districts-
These zoning districts are intended to promote office and residential use above office or commercial use of the first floor. Design standards in the UPC districts require buildings to be built close to the street. 70% of the building facade facing a public street are required to be transparent.

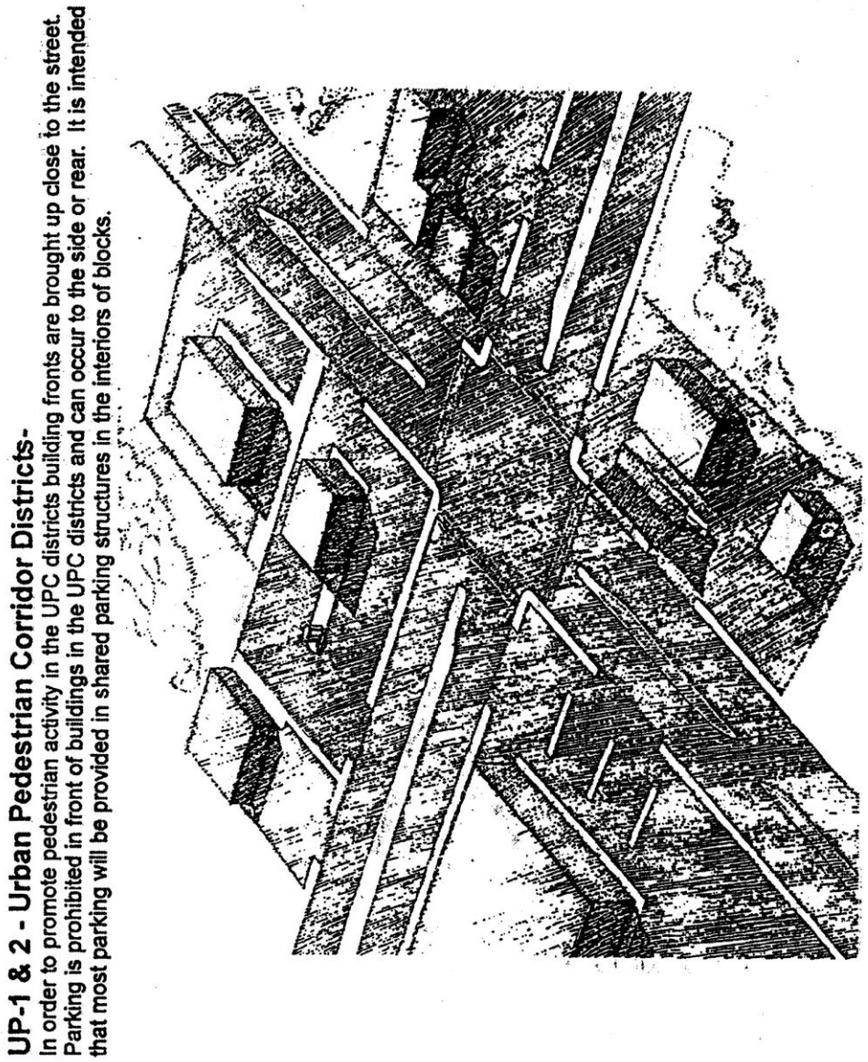


UP-1 & 2 - Urban Pedestian Corridor Districts(1)

UP-1 & 2 - Urban Pedestrian Corridor Districts-

These zoning districts are intended to facilitate the change of older commercial areas from low intensity single use development to higher intensity mixed use development.





UP-1 & 2 - Urban Pedestrian Corridor Districts(3)

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

SECTION 13. Section 10-6.654.1 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "MCN Mahan Corridor Node District" is hereby amended to read as follows:

Sec. 10-6.654.1. - MCN Mahan Corridor Node District.

1. Purpose and Intent	2. Allowable District Location
The Mahan Corridor Node (MCN) zoning district is intended to implement the Mahan Gateway Node Future Land Use Map (FLUM) category of the Comprehensive Plan. The MCN zoning district allows residential development, within a range of 6—12 dwelling units per acre; or, up to 16 dwelling units per acre when incentives are used. The MCN zoning district allows nonresidential development of up to 8,000 square feet floor area per acre; or, up to 12,000 square feet floor area per acre when incentives are used. Incentives for greater development density or intensity are provided for mixed-use development. Gross development intensities may be reduced in those instances where environmental limitations affect the amount of area that may be developed in any particular location. Nonresidential development allowed within this district is limited to office, nonautomotive related retail, services, and community facilities.	a. The district may only be located within areas designated Mahan Gateway Node on the Future Land Use Map. b. The district location is further limited to specific locations within the FLUM category, as follows: i. The MCN zoning district shall be located at those areas immediately surrounding the intersection of Mahan Drive and Dempsey Mayo Road, Edenfield Road/Highland Drive, and Thornton Road. ii. The MCN zoning district shall not extend more than 800 feet in either direction from the intersection of Mahan Drive and the perpendicular cross streets referenced in (i), nor shall it extend away from Mahan Drive more than 1,200 feet. iii. Future applications of the MCN zoning district shall not be approved if abutting parcels designated Residential Preservation on the FLUM. iv. Regardless of the provisions in i.-iii., the

The district is intended to accomplish the following: • Preserve the attractive Mahan Drive gateway corridor; • Preserve the through-traffic mobility function and limit congestion of Mahan Drive by limiting direct access and promoting an interconnected local street network; • Accommodate compact mixed-use development at major intersections to provide convenience for area residents by providing access to common goods, services, and recreation within a short distance of home; • Provide a development pattern that is transit supportive, based on a high degree of interconnected streets, and a compact layout of use that addresses streets and sidewalks; • Create a development pattern that maximizes infrastructure and environmental efficiency by concentrating non-residential uses around major intersections; • Protect community health and safety by minimizing automobile dependency and reducing vehicle miles traveled through design supporting a variety of travel modes; • Create a community where travel by foot and bicycle is safe, convenient, and comfortable; • Minimize stormwater runoff by limiting surface area devoted to parking; and • Facilitate compatibility with nearby neighborhoods through buffers, transitioning building mass and scale, and through careful site design.	MCN zoning district is applicable in all areas designated Mahan Residential Corridor Node on the FLUM as of January 30, 2009. c. Within the areas described in (b), the location of the district may be further limited to facilitate compatibility with existing, adjoining residential preservation FLUM areas, minimize potential adverse environmental impacts, to correspond district boundaries with lot lines, or in recognition of physiographic features.

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PERMITTED, PROHIBITED, AND CONDITIONAL USES			
3. Principal Uses	4. Prohibited Uses	5. Conditional Uses and Applicable Conditions	6. Accessory Uses
(1) Community Facilities/Service (2) Office—Medical (3) Office—Nonmedical (4) Recreation Facility—Passive (5) Residential—Multifamily (6) Residential—Single-family attached (7) Residential—Two-family (8) Restaurant (9) Retail Commercial (10) School—Elementary, Middle, High and Vocational	(1) Automotive and boat, sales, services, repair, and rental (2) Building contractors and related services (3) Campgrounds and recreational vehicle parks, except where legally established and in existence prior to January 01, 2010 (4) Car rental (5) Car wash facilities (6) Cocktail lounges and bars (7) Drive-through facilities (8) Funeral homes (9) Fuel/oil dealers and liquefied petroleum (LP) dealers (10) Golf courses (11) Heavy equipment rental	(1) Daycare centers. a. May be established after 300 dwelling units have been built within one-half-mile radius; or, b. May be established as part of a development application including other uses, in which case, must be limited to no greater than 45 percent of the total development floor area, and; c. May not obtain a certificate of occupancy prior to the issuance of certificate for no less than 45 percent of the remainder of the development. (2) Small appliance repair. a. All repair activity shall occur within an enclosed structure; (3) Hotels, motels, bed	(1) Any use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

	(12) Manufactured home parks (13) Motor vehicle fuel sales (14) Outdoor storage (15) Residential—Mobile homes and standard design manufactured homes (16) Schools—High (17) Scrap material storage or processing (18) Towing, wrecking, and recovery (19) Warehouses and self-storage (20) Welding and machine shops (21) Wholesale trade	and breakfast inns. a. Shall be located no less than 300 feet from areas designated Residential Preservation on the FLUM, and; b. Shall not exceed 15 guest rooms. (4) Commercial kennels or pet day care. a. Shall be an accessory use to a veterinary clinic or pet store. b. Outside boarding and unsupervised outside activity are prohibited. (5) Shared stormwater management facilities. a. Shall be designed as an amenity. b. Safety fences shall be planted with vegetation equal to the fence height at plant maturity.	

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DEVELOPMENT STANDARDS										
	7. Density, Intensity and Building Restrictions			8. Lot or Site Area Restrictions			9. Building Setbacks			
Use Category	a. Allowable Densities (dwelling units/acre)	b. Allowable Intensities (square feet/acre)	c. Maximum Building Height	a. Minimum Lot Area	b. Lot Width	c. Minimum Lot Depth	a. Front	b. Side Interior	c. Side Corner	d. Rear
SINGLE USE DEVELOPMENT										
Single-Family Attached Residential	Min: 6 Max: 10 With master planning bonus: 16 [See number 12.]	N/A	35 feet	N/A	N/A	N/A	Min: 10 feet Max: 15 feet	Min: 0 feet Max: 10 feet Adjoins RP Future Land Use Category: 25 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins RP Future Land Use Category: 40 feet min.
Multifamily Residential	Min: 6 Max: 10 With master planning bonus: 16 [See number	N/A	35 feet	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: 10 feet Max: 15 feet Adjoins RP Future Land	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins RP Future Land Use Category: 40

	12.]							Use Category: 40 feet min.		feet min.
Nonresidential and Community Facilities	N/A	8,000 sf/ac; 10,000 sf/ac with master planning bonus [See number 12]	35 feet	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings] or 10 feet Max: 15 feet Adjoins RP Future Land Use Category: 40 feet min.	Min: Zero Max: 15 feet	Min: 20 feet Adjoins RP Future Land Use Category: 40 feet min.
MIXED-USE DEVELOPMENT										
Mixed-Use Development	Min: 6 Max: 12 With master planning bonus: 16 [See numbers 11 and 12.]	10,000 sf/ac; 12,000 sf/ac with master planning bonus. [See numbers 11 and 12.]	45 feet	N/A	N/A	N/A	Min: 5 feet Max: 15 feet	Min: Zero [abutting buildings] or 10 feet Max: 15 feet Adjoins RP Future Land Use Category: 40 feet min.	Min: 10 feet Max: 15 feet	Min: 20 feet Adjoins RP Future Land Use Category: 40 feet min.

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10. Building Size Standards		
Use Category	a. Maximum Building Footprint	b. Maximum building floor area per structure
Single-Family Attached Residential	N/A	N/A
Multifamily Residential	15,000 square feet	N/A
Nonresidential and Community Facilities	Standard: 8,000 square feet With master planning bonus: 10,000 square feet	Standard: 14,000 square feet With master planning bonus: 20,000 square feet
Mixed-Use Development	Standard: 10,000 square feet With master planning bonus: 15,000 square feet	Standard: 30,000 square feet With master planning bonus: 40,000 square feet
11. Mixed Use Incentive Qualifications: Developments incorporating both residential and nonresidential uses within a single development application or those which retrofit an existing		

development to include both residential and nonresidential uses, qualify for additional density and intensity provided for mixed-use development, pursuant to the following criteria:
a. At the completion of all development phases, no less than 20 percent of the gross floor area within the development is devoted to either residential use or nonresidential use;
b. The development consists of a mixture of uses within a single building or within multiple adjacent buildings, wherein the different uses are located no further than 200 feet apart; and,
c. The development application must provide a common plan for the development of all included parcels, including shared infrastructure.

12. Master Planning Bonus: The following shall be entitled to the master planning bonus:
a. Any development site area of eight or more acres; or
b. Development site area of five or more acres wherein at least 50 percent of associated off-street parking will be provided in a shared facility; and at least 50 percent of the surface area required for stormwater management facility area is located below grade, or in a shared facility.
c. The development site area may be composed of multiple parcels; in those instances, the development application must provide a common plan for the development of all included parcels.

13. Access Management:
a. Direct access to Mahan Drive shall be limited and provided via public right-of-way.
b. There shall be no more than one public right-of-way connection to Mahan Drive and to each adjacent collector street per each nodal quadrant; until such time as a street system is created to provide access to all parcels adjoining Mahan Drive and the adjacent collector street, individual properties may obtain access, if needed, on a temporary basis.
c. Applicants for development shall enter an agreement to cooperate in any future project to consolidate access points or to share access with abutting properties as opportunities arise.

14. Blocks, Frontage, and Sidewalks: Street design and layout shall support an interconnected street network and pattern of a scale conducive to pedestrian and bicycle use.
a. Block Length: Long side: 600 feet maximum, except where divided by a mid-block pedestrian crossing or alley, in which case, maximum block length may be 850 feet. Short side: Distance may vary between 200 and 400 feet to accommodate environmental and physiographic limitations.
b. Mid-block Pedestrian Crossings: A publicly accessible pedestrian crossing shall be provided for blocks with a length greater than 600 feet on one or more sides.
c. Sidewalk width and placement: Frontage sidewalks shall be a minimum of eight feet in width. All other sidewalks shall be no less than five feet in width.
d. Pedestrian weather protection: Where practical, nonresidential and mixed-use buildings shall provide weather protection—arcade, awning, etc.—along the frontage sidewalk extending at least three feet.
e. Alternative Surface Material: Use of distinctive paving texture, type, and color for transitions between neighborhoods and within pedestrian areas is encouraged. Interconnections between neighborhoods should also be distinguished through the use of vertical architectural elements, such as archways, gateways, or bollards.

15. Street Trees: All development or redevelopment shall incorporate street trees within the right-of-way, preferably between the back of curb and sidewalk.
a. Street trees shall be planted between 20—30 feet on center, except when a greater distance may be required to avoid conflict with visibility, street lamps, utilities, or safety issues would be compromised with the required location.
b. A minimum planting strip of six feet shall be provided between the back of curb and sidewalk, except where on-street parking is provided and tree wells or planters are more appropriate.
c. Tree selection and location shall be approved by the local utility provider and shall be no higher than 20 feet at maturity when located beneath power lines.

16. Parking:
a. Location: Parking shall not be located between the building facade and the right-of-way, and shall be located on-street, internal to the block, or to the rear of structures. Where site constraints necessitate, up to 25 percent of required parking may be permitted to the side of buildings.
b. On-street parking: All streets created or expanded in association with development in this district shall be designed to accommodate on-street parking.
c. Quantity: On-site parking shall be limited to a range of 40 percent to 70 percent of the general parking standard set forth in section 10-7.545, schedule 6-2. On-street parking, provided on adjacent rights-of-way within the MCN zoning district without crossing an arterial or collector street may be counted towards meeting the parking requirement. Shared parking may also count toward the requirement.
d. Size: Individual off-street surface parking lots shall not exceed 0.75 acre.

17. Building Position:
a. Orientation: The principal building entryway shall be oriented to the street, other than Mahan

Drive, and be designed to provide direct pedestrian access from that street. Where buildings are equidistant to two or more streets, the principal entryway may be located on either street. Buildings may be oriented toward Mahan Drive so long as there is a parallel street located between Mahan Drive and the building.
b. Encroachments: Porches, balconies, patios, pedestrian weather protection features and other like architectural features may encroach into 50 percent of the front setbacks. Seating within the required yard setbacks shall be allowed. Encroachments—permanent and temporary—shall not result in a constrained pedestrian passageway of less than five feet in width.

18. Building Facade Length: Nonresidential and mixed-use building facades along any public street frontage shall not exceed 100 feet, unless vertical structural elements and functional entrance doors divide that facade no less than every 50 feet.

19. Transparency: Adjacent to streets, sidewalks, and publicly accessible parking areas, nonresidential and mixed-use buildings shall provide a minimum facade transparency of 50 percent at pedestrian level—between two and eight feet above finished grade—and residential buildings shall provide a minimum facade transparency of 25 percent at pedestrian level.

20. Building Materials:
a. The following materials are prohibited: corrugated metal, standing seam, or v-crimp metal sheeting exterior walls or wall coverings.
b. The use of vinyl siding may not comprise more than 20 percent of any wall plane.

21. Roof Types:
a. All roof types are allowed. The use of gable roofs, cross gable roofs, and dormers are encouraged for buildings of two stories or less.
b. Flat roofs shall provide horizontal articulation with a building cap at the top of the building base and/or incorporate the use of parapets.

22. Buffering, fencing, and screening:
a. Buffer Zone Standards: Buffering is not required between uses in the MCN zoning district. Where development abuts Residential Preservation future land use areas, the landscape buffer standards of Section 10-7.522 shall apply.
b. Fencing: Chain link fencing visible from public right-of-way or property is prohibited, unless screened by vegetation that covers completely at plant maturity.
c. Screening of service connections and facilities: Outdoor service areas — loading docks, trash collection, outdoor storage, mechanical equipment — shall be mitigated by the use of screening material consistent with the materials and design treatments of the primary facade of the primary building and/or evergreen landscape plant material.
i. Landscape plans shall provide sight lines for natural surveillance between 3 and 8 feet above grade.
ii. The service areas shall not be within 50 feet of any adjoining residential property.
iii. The service areas shall be screened with vegetation and fences/masonry walls that are of sufficient height (minimum six feet) and opacity (minimum 50 percent) to screen from nearby streets and residential areas. Fences or masonry walls shall be constructed with materials that are incorporated in the design of the principal building.
iv. Above-ground utility boxes visible from the street shall be screened with landscaping on at least two sides, thereby preserving access for the utility provider.
d. Off-street parking—Landscaping: A minimum ten-feet wide landscaping strip shall line the perimeter of surface parking lots, and shall be landscaped with one canopy tree per 20 linear feet of frontage and a continuous row of shrubbery not to exceed three feet at maturity.
e. Required Landscaping—Alternative Compliance Methods. Development is encouraged to utilize the site design alternatives set out in Sections 10-4.346 and 10-4.350.

23. Lighting:
a. Intensity limits. Lighting levels at the property line as measured at six feet above ground level shall not exceed 0.5 footcandles. The footcandle average in on-site parking lots should not exceed 2.0 footcandles. The recommended maximum uniformity ratio (average: minimum light level) is 4:1.
b. Light fixture types and location:
i. "Shoebox" and "Cobrahead" lights are prohibited.
ii. All light fixtures shall be full cut-off type fixtures and direct light internal to the site.
iii. Individual light poles and wall mounted light fixtures shall be no taller than 20 feet above grade. Wall mounted light fixtures shall be placed no closer than every 25 feet along the facade. Lighted bollards are encouraged along pedestrian routes.

24. Signage: All signs shall comply with the county sign code and requirements set out in this section; where conflicts occur, the most restrictive standard applies.
a. Prohibited Signs: Roof signs, billboard signs, pole signs, signs that rotate or are in motion, including animated signs, are not allowed in this district.
b. One free-standing monument ground sign of no greater than 80 square feet display area per side, with no more than two sides, may be provided for each tenant. Properties shall be entitled

to one ground sign per 500 feet of frontage. c. Maximum height of monument signs shall not exceed six feet above grade for single tenant structures and shall not exceed 15 feet above grade for multiple tenant structures. d. Monument ground signs shall incorporate the same exterior materials as the principal structure, and should utilize exterior finish of metal, wood, or masonry materials. e. Two on-site directional signs, not to exceed 4 square feet each, shall be allowed per tenant. Such signs are intended for navigational purposes and shall be free of logos, advertisements, badges, or slogans. f. Sign Illumination: i. Prohibited lighting: Flashing, rotating, pulsing, search, laser, or lights moving in any manner. ii. Ground sign lighting: Ground signs are encouraged to be illuminated with an opaque field and letters of a lighter tone to control glare. iii. Wall sign lighting: Wall mounted signs shall be internally illuminated or externally illuminated with full cut off-type light fixtures directed downward.
25. Stormwater Management Facilities: a. Whenever possible, Low Impact Development (LID) techniques such as rain gardens and bio-retention swales are encouraged to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility is encouraged. b. Landscape vegetation shall be incorporated around the perimeter of the stormwater facility, which at maturity will visually conceal required fencing. c. Landscape plants should be native. A minimum of four different species of trees and shrubs shall be utilized. Stormwater management facilities shall incorporate appropriate tree and plant species that take into account the soil, hydrologic, and other site and facility conditions. Existing vegetation should be incorporated into the facility design where possible.
26. Facility Accommodation Credit Exchange. Where land area is dedicated to the state, Leon County, or City of Tallahassee for public facility development, the associated development rights may be transferred in whole or part to any other parcel within the MCN district. The resulting density and intensity shall not be greater than 200 percent of the amount which would otherwise be authorized to be developed.
GENERAL NOTES:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500-gallon septic tank, also, refer to sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, schools, parks, etc.).

(Ord. No. 10-07, § 3, 3-23-10)

SECTION 14. Section 10-6.655 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Neighborhood Boundary Office” is hereby amended to read as follows:

Sec. 10-6.655. - Neighborhood boundary office.

(a) Purpose and intent: The purpose and intent of this district is to provide minor office opportunities and higher intensity residential land uses up to a maximum of eight dwelling units per acre. The district is intended to be located on the edges of existing or planned single-family neighborhoods fronting on arterial and collector roadways and provides a transition between the residential development and more intensive development. This zoning district is not intended to be applied to the interior of an existing neighborhood or in areas designated as Lake Protection on the Future Land Use Map of the Comprehensive Plan. The provisions of this district are intended to allow higher density residential development and nonresidential development that is compatible in scale and design with adjoining residential neighborhoods. The maximum amount of nonresidential square footage allowed per acre is 10,000 square feet, but additional criteria may further limit that amount. Design guidelines applicable to this district include building orientation, lighting criteria for nonresidential use, street vehicular access requirements, fencing, buffering, and

screening requirements, signs, noise source restrictions, and solid waste container restrictions.

(b) Allowable uses: For the purpose of this article, the following land use types are allowable in this zoning district and are controlled by the land use development standards of this article, the Comprehensive Plan and schedules of permitted uses.

(1) Low density residential.

(2) Minor office.

(3) Community Facilities and Services

(c) List of permitted uses: The activity or use may be classified as principal, accessory, restricted, or not allowed.

1. District Intent	PERMITTED USES (Page 1 of 3)		
	2. Principal Uses		3. Accessory Uses
The Neighborhood Boundary Office (NBO) district is intended to be located in areas designated as Neighborhood Boundary on the Future Land Use Map of the Comprehensive Plan and shall apply to areas located on the edges of existing or planned single-family attached and detached residential neighborhoods fronting arterial and collector roadways. The NBO district is intended to provide minor office opportunities serving the immediate area and higher intensity residential land uses while providing a transition between the residential development and more intensive development and preserving roadway capacity through appropriate access management. The intent of the access management requirements associated with this district is to reduce access points along the roadway system, to provide for interconnectivity between nonresidential developments within this land use category, and to encourage convenient walk-to work opportunities in close proximity to the residential areas it will serve. This zoning district shall not be applied to the interior of an existing neighborhood nor in areas designated as Lake Protection on the Future Land Use Map of the Comprehensive Plan. In addition, the NBO district shall not exceed 350 feet in depth parallel to the arterial	1. Offices (all types) 2. Multi-family Residential (any type except dormitories, fraternities and sororities) located on the second floor of a building containing the permitted office uses on the first floor. 3. Residential: Single-family-attached dwellings; Single-family-detached dwellings; and Two-family dwellings. 4. Community facilities and services related to residential uses including: elementary and middle schools	4. Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district. Noise and lighting impacts shall be considered when determining the eligibility of additional land uses.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more that 33 percent of the floor area or cubic volume of the principle use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

or collector roadway in which it fronts or one (originally) platted lot whichever is less. The provisions of this district are intended to allow higher density residential development and nonresidential development that is compatible in scale and design with adjoining residential neighborhoods. The NBO district is not intended to accommodate large scale office development. The maximum gross density allowed for new residential development in the NBO district is eight (8) dwelling units per acre.			

General Notes:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and inside the Urban Service Area, nonresidential development is limited to a maximum of 2,500 square feet of building area. Also, refer to Sanitary Sewer Policies 3.1.6 and 3.1.7 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.)
4. If setbacks have been previously established by a preliminary plat or recorded plat, then setbacks that have been established shall apply except where approved by the Development Review Committee.

(d) Development standards. All proposed development shall meet the buffer zone standards (section 10-7.522); the parking and loading requirements (subdivision 3 of division 5 of Article VII) and the land use development criteria as specified below.

DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks (Note 4)				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side — Interior Lot	c. Side — Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (Including stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet.	15 feet	25 feet	not applicable	2 Stories including floors devoted to parking.
Single-	3,750	37.5	80	20	Not applicable	15 feet	25	maximum	2 Stories

family Attached Dwellings	square feet end unit; 2,400 square feet interior lot	feet end unit; 25 feet interior lot	feet	feet			feet	length: 4 residential units	including floors devoted to parking.

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DEVELOPMENT STANDARDS									
Two-Family Dwellings	8,000 square feet	60 feet	100 feet	20 feet	Same as for single-family detached dwellings	15 feet	25 feet	A) Residential structures adjacent to existing single-family detached dwellings structures may not be less than 50% smaller than the smallest adjacent principal single-family detached dwelling structure: and B) All other two-family residential has no size limitations.	2 Stories including floors devoted to parking.
Any Permitted Nonresidential Principal Use	None	80 feet	None	25 feet	15 feet on each side	25 feet	25 feet	A) Nonresidential structures adjacent to existing residential single-family detached structures may not exceed 2 times that of the largest adjacent principal residential structure: and B) All other no-residential structures shall not exceed 5,000 square feet of nonresidential gross building floor area per parcel and 10,000 square feet per acre.	2 Stories including floors devoted to parking.
Community Facilities and Service Uses	NA	50 feet	80 feet	N/A	15 feet	15 feet	50 feet	8,500 square feet of gross building floor area per acre	35 feet
7. Building Orientation:									
a. Nonresidential development and/or redevelopment of properties located at the intersection of arterial or collector roadways shall have a primary building entrance oriented toward the arterial or collector roadway.									
8. Lighting Criteria for Nonresidential Uses: All nighttime lighting including wall mounted security lightning, shall not exceed 0.5 vertical surface foot-candle measured at the property line 6 feet above grade. Lighting shall not exceed 10 feet in height and shall have recessed bulbs and filters, which conceal the source of illumination. No wall or roof mounted flood or spotlights used as general grounds lighting are permitted. Wall mounted security lighting is permitted.									
9. Street Vehicular Access Requirements:									
a. Properties in the NBO zoning district may have vehicular access to any type of street except where specifically prohibited by this section.									
b. Residential developments shall have access to the street serving the adjoining residential neighborhood where possible.									
c. Nonresidential development is not permitted access onto the street serving the residential									

neighborhood, or local street, and must have access onto the collector or arterial roadway.
d. All new nonresidential development shall construct a vehicular and pedestrian interconnection to adjoining properties that have an existing commercial use. Interconnections shall be required to adjoining vacant properties, which are zoned for commercial and/or office use. The vehicular interconnection shall be constructed with material consistent with constructed or proposed vehicular use areas. Location of such interconnections shall be approved by the county Engineer or designee and constructed prior to issuance of a Certificate of Occupancy. Required interconnections between properties and/or to a private or public roadway shall be placed in a cross access easement acceptable by the county Attorney. The Parking Standards Committee shall approve exemptions to and deviations from the interconnection requirements of this section.
10. Fencing, Buffering and Screening Requirements:
a. Chain link fencing is prohibited.
b. Buffering shall be in accordance with the provisions of section 10-7.522. Not withstanding that any existing trees and vegetation are required to remain in place and must be used to either fully or partially satisfy the buffering requirements of section 10-7.522. In instances where existing trees and vegetation are not present or are not sufficient to satisfy the buffering requirements of section 10-7.522, then new plantings shall be required.
c. The off-site visual impacts associated with outdoor service functions or areas such as loading areas, trash collections, outdoor storage, or mechanical equipment shall be mitigated by the use of screening material consistent with the materials and design treatments of the primary facade of the primary building and/or evergreen landscape plant material.
d. On-site parking adjoining roadways shall be screened from view from public roadways by landscape buffers with a minimum height of three feet. Approved height of screening shall take into consideration the elevation of the site in relation to the public roadway.
e. Landscaping should be used to define on-site pedestrian corridors, building design elements, public areas, and viewscapes.
11. Signs:
All signs within the NBO district shall be designed in accordance with the current locally adopted sign code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the NBO district shall conform to the following minimum guidelines:
a. One wall-mounted sign per building per collector or arterial street frontage is permitted. A wall-mounted sign shall not exceed 10% of the area of the building wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.
b. No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
c. Freestanding signs shall be setback a minimum of 10 feet from the right-of-way line.
d. Freestanding signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building.
e. One free standing sign per driveway access along the collector or arterial street frontage is permitted and shall be internally illuminated with an opaque field to control glare. The Maximum sign area permitted is 36 square feet with a maximum height of 10 feet.
12. Noise Source Restrictions: In the event that a property zoned NBO abuts a residential property, the noise source of the NBO zoned property shall not exceed an L10 noise level of 60 dBA in the daytime (7:00 A.M. to 7:00 P.M.) and an L10 noise level of 50 dBA in the night time (7:00 P.M. to 7:00 A.M.) as measured on the property line abutting the source.
13. Solid Waste Restrictions: New development and redevelopment may not place solid waste facilities within 30 feet of an adjoining residential property. However, such facilities shall be screened with a material consistent with the principle structure. The use of solid waste facilities greater than 90 gallons is prohibited within in the NBO district.
Sec. 1241. NBO Neighborhood Boundary Office District (Page 3 of 3)
DEVELOPMENT STANDARDS (Continued from page 2 of 3)
14. Additional Criteria for the Construction of New Nonresidential Buildings and Additions: The overall goals of this district is to provide a unified sense of place, a pedestrian scale, and design that reflects the general character and scale of typical residential structures in adjacent neighborhoods. No particular architectural style or materials are mandated Variety within these design criteria is encouraged. However, buildings shall be designed to reduce the mass, scale, and monolithic appearance of large structures. Flat roofs are prohibited. Roofs shall be

designed with a minimum pitch of 4 in 12 (four feet of rise per twelve feet of run). The horizontal footprint of a single roof plane may not exceed one thousand (1,000) square feet. Doors and windows shall be placed to reflect the predominant character and scale of adjacent residential structures, and to provide natural surveillance opportunities to discourage criminal activities. Exterior walls shall be designed with doors or windows spaced horizontally no more than fourteen (14) feet from each other. For purposes of this requirement, doors and windows shall be defined as having a horizontal dimension of no less than three (3) feet and no more than ten (10) feet. Development and redevelopment applications shall provide sufficient documentation including but not limited to architectural elevations (at time of site plan submittal) demonstrating that the proposed development is consistent with the following features of the adjoining neighborhood:
a. Building facades including building material, architectural style, and colors.
b. Roof forms
These criteria shall only apply to new construction and when building additions are being proposed.

General Notes:
1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and inside the Urban Service Area, nonresidential development is limited to a maximum of 2,500 square feet of building area. Also, refer to Sanitary Sewer Policies 3.1.6 and 3.1.7 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management: Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.)
4. If setbacks have been previously established by a preliminary plat or recorded plat, then setbacks that have been established shall apply except where approved by the Development Review Committee.

(e) Specific restrictions. If uses are restricted according to the scheduled of permitted uses, they must follow the general development guidelines for restricted uses as provided in this division.

(Ord. No. 07-20, § 2, 7-10-07)

SECTION 15. Section 10-6.674 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Bradfordville Commercial Pedestrian-Oriented District" is hereby amended to read as follows:

Sec. 10-6.674. - BC-2 Bradfordville commercial pedestrian-oriented district.

	PERMITTED USES		
1. District Intent	2. Principal Uses		3. Accessory Uses
The BC-2 district is intended to be located in areas designated Bradfordville mixed use in the future land use map of the Comprehensive Plan and shall apply to lands within the Bradfordville commercial center district. The intent of the BC-2 district is to implement the Bradfordville Study Area goals, objectives and policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses	(1) Antique shops. (2) Banks and other financial institutions, without drive-through facilities. (3) Camera and photographic stores. (4) Cocktail lounges and bars. (5) Community facilities related to the permitted principal uses, including libraries, religious facilities, vocational and middle schools, and police/fire stations. ~~Elementary and high~~ High schools are prohibited. Other	(18) Residential (any type provided it is located on second floor above commercial or office development). (19) Restaurants without drive-in facilities. (20) Retail bakeries. (21) Retail computer, video, record, and other electronics. (22) Retail department, apparel, and	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve

at a compatible scale with the adjacent residential communities. More specifically, the BC-2 district is intended to provide a location for areas of intense pedestrian scale and oriented commercial services for the Bradfordville area. The BC-2 district is intended to encourage residential and office development above ground floor commercial development. The BC-2 district also encourages shared parking and utilization of on-street parking. Drive through facilities are prohibited in the BC-2 district. Residential intensities shall not exceed 16 dwelling units per acre. The access management standards set forth in for the BC-2 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public. Increases in land zoned BC-2 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-2 district. Expansions of the BC-2 district are prohibited in viable residential areas.	community facilities may be allowed in accordance with section 10-6.806 of these regulations. (6) Gift, novelty, and souvenir stores. (7) Indoor amusements (bowling, billiards, skating, theaters etc.). (8) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities. (9) Mailing services. (10) Medical and dental offices, services, laboratories, and clinics. (11) Non-medical offices and services, including business and government offices and services. (12) Off-street parking facilities. (13) Passive and active recreational facilities. (14) Personal services (barber shops, fitness clubs etc.). (15) Photocopying and duplicating services. (16) Rental and sales of dvds, video tapes and games. (17) Repair services, non-automotive.	accessory stores. (23) Retail drug store. (24) Retail florist. (25) Retail food and grocery. (27) Retail home/garden supply, hardware, and nurseries without outside storage or display. (28) Retail jewelry stores. (29) Retail needlework shops and instruction. (30) Retail newsstand, books, greeting cards. (31) Retail package liquors. (32) Retail picture framing. (33) Retail trophy stores. (34) Shoes, luggage, and leather goods. (35) Social, fraternal and recreational clubs and lodges, including assembly halls. (36) Studios for photography, music, art, drama, and voice. (37) Tailoring. (38) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.	permitted uses, as determined by the county administrator or designee.

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted	none	none	none	none (5 feet	none	none	30 feet	18,000 square feet of	3 stories

Principal and Special Exception Use				maximum)				commercial floor area per acre. No single use tenant shall exceed 10,000 gross square feet.	

7. Access Management Criteria. (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):
(a.) Arterial and collector roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.
(b.) All properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created where accessed from a local street.
(c.) Local streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

8. Street Vehicular Access Restrictions: Properties in the BC-2 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

9. Landscape Standards: Development within the BC-2 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.
(a.) Arterial road landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 7. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed,
(b.) Collector road landscaping: All properties fronting collector and local roads shall provide and maintain a 20-foot-wide landscape area immediately adjoining the collector road. All vegetation within the 20-foot-wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed (for redevelopment projects only) by driveways permitted pursuant to subsection 7. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with subsection 13. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the use planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, paining of live limbs less

than 25 percent of the green mass of the tree, fertilization, post control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(c.) Local road and access ways landscaping: All properties fronting a local road and every access way shall provide one canopy tree for every 15 linear feet of local road frontage and/or access way.
(d.) Street trees—All canopy tree planting areas shall contain a minimum of 200 sq. ft. of landscaped area. Creative design and spacing is encouraged.
(e.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass though the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking grade shall include interior landscaped areas at a minimum ratio of 400 sq. ft. per 5,000 sq. ft. of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 sq. ft., with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil.
(f.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.
(g.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.
(h.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the public works department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(i.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate "natural" pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.

10. Signs:
All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:
(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet

11. Parking Standards:
(a) Off-street parking is prohibited between buildings fronting a local street and/or access way.

12. Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are

permitted. Security lighting is permitted. (b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height. (c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height. (d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
13. Noncompliance: Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
14. Variance Procedure:Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to division 3 of the Leon County Land Development Code: subsections 4, 6, 7, 8, 9, 11(a), and 12.
15. Incentives for Site Design Alternatives:An intensity bonus shall be provided to developments incorporating any of the following site design alternatives. 1) An intensity bonus of 2,000 sq. ft. per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following: a) For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility. b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility. c) Parking is provided within a range of 50% - 75% of the parking requirements in section 10-7.545. d) The development contains a minimum of 35% natural open space.

GENERAL NOTES:
1. If central sanitary sewer is not available, nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to sanitary sewer policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to the concurrency management ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09; Ord. No. 15-03, § 3, 2-10-15)

SECTION 16. Section 10-6.676 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Bradfordville Office-Residential District" is hereby amended to read as follows:

Sec. 10-6.676. - BOR Bradfordville office residential district.

	PERMITTED USES	
1. District Intent	2. Principal Uses	3. Accessory Uses
The BOR district is intended to be located in areas designated Bradfordville mixed use in the future land use map of the Comprehensive Plan and shall apply to lands within the Bradfordville commercial center district. The intent of the BOR district is to implement the Bradfordville Study Area goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, ~~and~~ elementary, ~~and~~ middle schools, and high schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (4) Day care centers. (5) Medical and dental offices	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

specifically, the BOR district is intended to be located in areas where employment and residential uses are encouraged to locate in close proximity to one another. The provisions of the BOR district are intended to provide the district with a residential character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted in the BOR district. The maximum gross density allowed for new residential development in the BOR district is 8 dwelling units per acre. The access management standards set forth in for the BOR district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BOR shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BOR district. Expansions of the BOR district are prohibited in viable residential areas.	and services, laboratories, and clinics. (6) Mini-warehouses (see subsection 16). (7) Non-medical offices and services, including business and government offices and services. (8) Nursing homes and other residential care facilities. (9) Passive and active recreational facilities. (10) Personal services. (11) Single-family attached dwellings. (12) Single-family detached dwellings. (13) Studios for photography, music, art, dance, drama, and voice. (14) Two-family dwellings. (15) Veterinary services, including veterinary hospitals.	

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DEVELOPMENT STANDARDS									
	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
Use Category	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-family detached dwellings	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided	20 feet	25 feet	not applicable	3 stories

					that no such schools shall be less than 5 feet				
Two-family dwellings	8,500 square feet	70 feet	100 feet	20 feet	same as single-family above	20 feet	25 feet	not applicable	3 stories
Single-family attached dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	20 feet	none	20 feet	25 feet	maximum length: 8 units	3 stories
Any permitted principal nonresidential use	6,000 square feet	50 feet	100 feet	20 feet	same as single-family above	20 feet	10 feet	10,000 square feet of gross building floor area per acre (does not apply to a conversion of an existing structure)	3 stories

7. Access Management Criteria (in case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):
(a.) Arterial and collector roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998, which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.
(b.) All properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.
(c.) Local streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

8. Street vehicular access restrictions: Properties in the BOR zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

9. Landscape Standards:Development within the BOR shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape shall be prepared by a registered landscape architect as per F.S. ch. 481.
(a.) Arterial road landscaping: All properties fronting arterial roads shall provide and maintain a 30-foot-wide landscape area immediately adjoining the arterial road. All vegetation within the 30-foot-wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square

feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to subsection 7. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscape area except for interconnections to sidewalks fronting public roadways. Signs in accordance with subsection 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, post control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(b.) Collector and local road landscaping: All properties fronting collector and local roads shall provide and maintain a 20-foot-wide landscape area immediately adjoining the collector or local road. All vegetation within the 20-foot-wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to subsection 7. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with subsection 13. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.
(c.) Street trees—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 sq. ft. of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.
(d.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass though the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 sq. ft. per 5,000 sq. ft. of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 sq. ft. with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil.
(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impale the flow of pedestrian traffic.
(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.
(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the public works department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate "natural" pond characteristics, including curved geometries, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.

10. Signs:
All signs within the BOR district shall be designed in accordance with the current locally adopted

building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BOR district shall conform to the following minimum guidelines:
(a.) One wall-mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Freestanding signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One freestanding sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet

11. Off-Street Parking Requirements: Off-street parking facilities associated with permitted principal nonresidential uses in the OR-1 zoning districts must comply with the following requirements:
(a.) Parking Setbacks: Side-Corner: 20 feetRear and Side-Interior: 10 feet
(b.) Driveway Setbacks: Side-Corner: 10 feet (none if driveway is shared)Rear and Side-Interior: 4 feet (none if driveway is shared)
(c.) Off-street parking may not be placed in a front yard between a building and the street.
(d.) The parking or driveway separation from the building is four feet
(e.) All off-street parking spaces behind a building shall be screened from the required front yard and side corner lot areas by evergreen landscaping at least four feet in height.
(f.) Parking spaces shall be screened from rear and interior side property lines by a combination of a six feet high opaque fence or wall and landscape plant material.
(g.) Driveways connecting to a public street shall be the narrowest possible width to ensure appropriate safety standards, as determined by the county administrator or designee.

12. Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof-mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels of the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.

13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.

14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to division 8 of the Leon County Land Development Code: subsections 4, 5, 6, 7, 8, 10(a), 10(C), and 11.

15. Design Standards Applicable to Mini-warehouse Land Uses:
(a.) Mini-warehouse developments shall be developed in accordance with standards as set forth in section 10-6.675 (BCS district).
(b.) A continuous 100 percent opaque buffer obtained through the use of vegetation and/or fencing shall be required around the perimeter of all areas used for mini-warehouse storage. This standard does not apply to the portion of the development utilized for a sales office.

GENERAL NOTES:
1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of

building area or a 500 gallon septic tank. Also, refer to sanitary sewer policy 2.1.12. of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 09-13, § 4, 3-19-09; Ord. No. 15-03, § 5, 2-10-15)

SECTION 17. Section 10-6.806 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Community Services and facilities/institutional uses" is hereby amended to read as follows:

Sec. 10-6.806. - Community services and facilities/institutional uses.

(a) Purpose and intent. The intent of this section is to establish regulations, requirements, and standards for land uses and activities conducted for the public welfare. The location of community services and facilities/institutional uses shall be consistent with the Comprehensive Plan.

This section is intended to address uses, facilities, and structures necessary for the health, safety, and welfare of the general public, that are not typically provided for profit by private individuals and establishments. This section establishes public notice requirements for the establishment of any proposed community services and facilities/institutional uses as well as for the expansion or redesign of any such existing uses or facilities, and provides for public participation in this process. This section promulgates standards to ensure that the location of community services and facilities/institutional uses is unlikely to be incompatible with surrounding land uses and activities and to ensure that all such facilities or structures are designed to minimize negative impacts upon the surrounding properties.

(b) Development standards. During the course of the required land development review, the appropriate review authority shall authorize development standards appropriate for the proposed institutional use. Such development standards shall address land use compatibility, environmental constraints, and the availability of infrastructure.

(c) Minimum requirements for approval; new development. Any and all applications for new community services and facilities/institutional uses must comply with the following requirements:

(1) Consistency with Comprehensive Plan. The appropriate review authority shall find that the proposed location is consistent with the Comprehensive Plan. New institutional uses and facilities shall be located to serve areas of population experiencing an existing deficiency of facilities and services or to serve areas where demand for facilities and services is projected to occur as identified in the Comprehensive Plan. Facilities and services shall not be established or expanded in any location which will result in land development patterns inconsistent with the Comprehensive Plan nor shall any such development be permitted that is likely to promote the premature development of any area resulting in land use intensities inconsistent with the future land use map. In the determination of proposed facility or structure location or the acceptability of any such proposed expansion, the appropriate review authority may balance the benefits of location in proximity to the service population with any associated disadvantages.

a. The applicant must demonstrate that there presently exists, or is expected to exist an unmet demand within the community for the public benefit intended to result from the establishment and operation of that proposed or expanded community service/or facility institutional use.

b. The applicant must demonstrate that the proposed use or facility will alleviate that demand, either in full or in part.

c. The applicant must demonstrate that the proposed site for the use or facility is suitably located to provide the public benefit to the intended generalized service population area.

d. The applicant must demonstrate that the proposed use or facility and site are sized according to the demand that the facility is proposed to satisfy.

e. The applicant must demonstrate and document that the anticipated benefit to be provided to the community outweighs the potential harm to the public interest, including harm to environmentally sensitive areas or private interests, likely to

result from the establishment and operation of the proposed community service or facility/institutional use.

f. The applicant must demonstrate that the establishment and operation of the propose use or facility will not prevent the normal and customary use of residentially zoned properties and residential structures or otherwise adversely affect residential neighborhoods to the extent that residential displacement is likely, or indicate what provisions are proposed to mitigate any adverse effects and displacement.

g. The applicant must demonstrate that the new facility will promote the efficient use of existing or planned infrastructure and discourage uncontrolled urban sprawl.

(2) Environmental analysis required. An environmental analysis shall be completed and submitted in conjunction with the application for rezoning review by the governing body. The environmental analysis for community services of facilities/institutional uses to be located in the unincorporated portion of the county shall be completed as per the requirements of Article IV.

(d) Minimum requirements for approval; redevelopment/expansion. Any and all applications for the redevelopment, modification, or expansion of existing community services and facilities/institutional uses shall be subject to review and approval by the county administrator or designee.

(e) Site plan approval required. Every new use or development of land to be utilized as a community service or facility/institutional use shall require site plan approval before development activities may be permitted.

In order to grant approval, the appropriate review authority shall find, as a minimum, that the site plan is reasonably sufficient to accurately describe all proposed uses of the property, including, but not limited to the following: The proposed location of all uses and structures, building heights and other dimensions, setbacks and visual screens, accessways, vehicle parking and circulation system, proposed stormwater drainage facilities, abutting properties and their zoning, and all data necessary to the issuance of any permit or approval required by this article and all other applicable land development regulations, other than the building codes.

The appropriate review authority may approve, deny, approve with conditions, or continue discussion to a date-time certain, regarding the submitted site plan. Continued compliance with any conditions or approval thereof shall be a condition of any other development permit or approval for such use.

(f) Development review and approval.

(1) All proposed community service or facility/institutional uses shall be reviewed and approved consistent with the provisions of section 10-7.402.

(2) Rights-of-way and easements dedicated for public benefit use shall be exempt from the requirements of this article.

(g) Special requirements for community services and facilities/institutional uses that may cause air pollution. Any new or expanded portion of a coal burning utility, asphalt plant, resource recovery facility or other potential point source of air pollution required by law to obtain an air pollution permit from the state department of environmental regulation or the United States Environmental Protection Agency shall be required to utilize the best available control technology and shall be subject to site plan review by the Board of County Commissioners.

(h) Private and charter schools shall not be accessed from an arterial roadway unless designed to provide full, safe access from both directions. Secondary schools shall not be accessed from a residential local street unless designed as part of a master plan development or Planned Unit Development. Proposed schools shall not require a new driveway access to a designated Canopy Road, as defined in Sec. 10-1.101.

(Ord. No. 07-20, § 2, 7-10-07)

SECTION 18. Section 10-7.522 of Article VII of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Buffer zone standards” is hereby amended to read as follows:

Sec. 10-7.522. - Buffer zone standards.

(a) Buffering standards. The following buffering standards are intended to implement the provisions of the Land Development Code and applicable policies of the Comprehensive Plan. Should there be a conflict between the provisions of this article and those of the

Comprehensive Plans and article IV, the most restrictive or that imposing the higher standard shall govern.

(1) A buffer zone is a landscaped strip along parcel boundaries that serve a buffering and screening function between uses and zoning districts, provides an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.

(2) The width and degree of vegetation required depends on the nature of the adjoining uses. The standards specified below prescribe the required width and landscaping of all buffer zones.

(3) The standards for buffer zones are set out in the following illustrations that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property requiring a buffer shall be divided by 100 and multiplied by the number of plants shown in the illustration. The plants shall be spread reasonably evenly along the length of the buffer.

(4) The buffering standards applicable to community services/institutional uses shall be determined during the course of the required land development review process pursuant to Section 10-6.806.

(5) The foregoing standards shall be applied between abutting parcels as follows:

BUFFERING AND SCREENING REQUIREMENTS																								
EXISTING DEVELOPMENT		PROPOSED DEVELOPMENT Land Use Code Number																						
		NONURBAN			RESIDENTIAL					COMMERCIAL					OFFICE USES				INDUSTRIAL				COMMUNITY SERVICE FACILITIES AND INSTITUTIONAL USES	
L/U Code Number	Land Use Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
	NONURBAN LAND USES																							
1	Agriculture	NR	NR	NR	A	A	A	A	A	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	
2	Commercial forestry	NR	NR	NR	A	A	A	A	A	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	
3	Mining	NR	NR	NR	D	D	D	D	D	B	B	B	B	B	C	C	C	C	B	C	NA	B	D	
	RESIDENTIAL LAND USES																							
4	Single-family detached	NR	NR	D	A[1]	A	B	B	C	B	C	C	D	B	A	B	A	B	C	D	D	D	D[2]	
5	Two-family, attached; duplexes	NR	NR	D	A	NR	B	B	B	B	C	C	D	B	A	B	A	B	C	D	D	D	D[2]	
6	Townhouse; single-family attached	NR	NR	D	B	B	NR	B	C	B	C	C	D	B	A	B	A	B	C	C	D	D	D[2]	
7	Multifamily	NR	NR	D	B	B	B	NR	C	B	B	C	C	B	A	B	A	B	C	D	D	D	D[2]	
8	Manufactured mobile home park	NR	NR	D	B	B	B	C	NR	B	B	C	C	B	A	B	A	B	C	D	D	D	D[2]	

	COMMERCIAL LAND USES																							
9	<20,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	A	NR	NR	B	B	C	B	B	
10	20,000—100,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	B	NR	NR	B	B	C	B	B	
11	100,000—200,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	B	NR	NR	B	B	C	B	B	
12	200,000—1,000,000 sf	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	C	NR	NR	B	B	C	B	B	
13	Retail w/ outside storage, not withstanding square feet	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	NR	C	C	A	B	
	OFFICE AND PERSONAL SERVICES LAND USES																							
14	Minor offices	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	B	B	C	B	B	
15	Office park	NR	NR	B	B	B	B	B	B	A	B	B	C	B	NR	NR	NR	NR	B	B	C	B	B	
	Office buildings																							
16	Personal services	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	B	B	C	B	B	
17	Major	NR	NR	B	B	B	B	B	B	NR	NR	NR	NR	NR	NR	NR	NR	NR	A	B	C	B	B	
	HEAVY COMMERCIAL/INDUSTRIAL LAND USES																							
18	Warehousing/distribution	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	A	NR	A	C	A	B	
19	Light industrial	NR	NR	C	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	NR	C	A	B	
20	Heavy industrial/heavy infrastructure	NR	NR	NA	D	D	D	D	D	C	C	C	C	C	C	D	B	C	B	C	NR	B	B	

21	Transportation/ utilities	NR	NR	B	D	D	D	D	D	B	B	B	B	B	B	B	A	B	A	C	B	NR	B	
	COMMUNITY SERVICE FACILITIES AND INSTITUTIONAL USES																							
22	Elementary and/or secondary schools																						NR	

KEY:

A, B, C, and D indicate accompanying Landscape Standards that must be used.

NR indicates that no buffering is required.

[1] indicates that no buffering is required, except when the proposed development is adjoining a single-family detached dwelling unit located within the RP zoning district, whereupon, the proposed development must provide buffering meeting no less than the Type A landscape standard.

[2] indicates that a 10 foot Type “B” buffer with an 8 foot (height) opaque wooden fence may be utilized as an alternative for a required Type “D” buffer. Expansions to existing schools that do not qualify for a major modification, pursuant to Section 10-7.411, shall not be subject to the buffer zone standards.

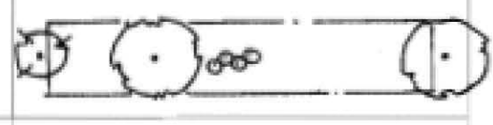
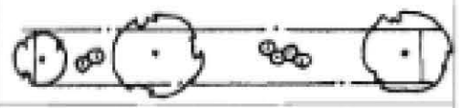
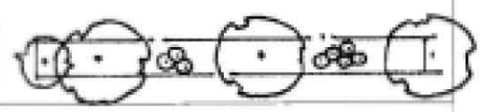
NOTES: To determine the required buffer:

(1) Locate "Existing" adjacent use on left side of table;

(2) Locate "Land Use Code Number" of proposed use at top of table;

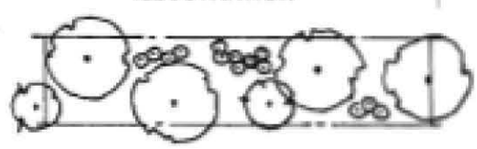
(3) Read down in row of Existing Adjacent Use in final buffer requirement.

TYPE "A" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
1.2 CANOPY 0.4 UNDERSTORY 4 SHRUBS	20'	
1.8 CANOPY 0.6 UNDERSTORY 6 SHRUBS	15'	
2.4 CANOPY 0.8 UNDERSTORY 8 SHRUBS	10'	

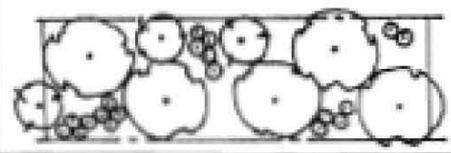
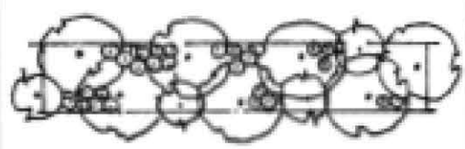
1

TYPE "B" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
3.5 CANOPY 1.4 UNDERSTORY 14 SHRUBS	25'	
4 CANOPY 1.6 UNDERSTORY 16 SHRUBS	20'	
4.5 CANOPY 1.8 UNDERSTORY 18 SHRUBS	15'	
5 CANOPY 2 UNDERSTORY 20 SHRUBS	10'	

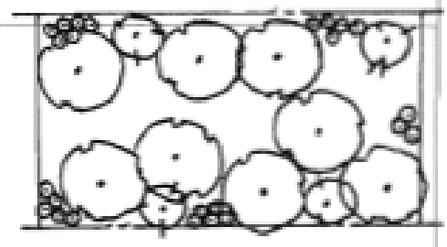
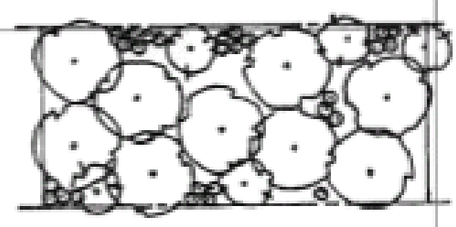
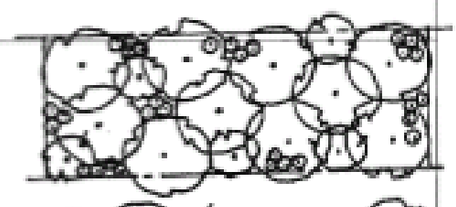
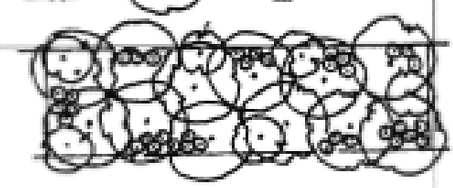
2

TYPE "C" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
4.8 CANOPY 2.4 UNDERSTORY 19 SHRUBS	35'	
5.4 CANOPY 2.7 UNDERSTORY 22 SHRUBS	30'	
6 CANOPY 3 UNDERSTORY 24 SHRUBS	25'	
6.6 CANOPY 3.3 UNDERSTORY 26 SHRUBS	20'	

1

TYPE "D" LANDSCAPE BUFFER

PLANT MATERIAL REQUIRED PER 100' OF LANDSCAPE BUFFER	MINIMUM BUFFER WIDTH	ILLUSTRATION
8 CANOPY 4 UNDERSTORY 24 SHRUBS	60'	
9 CANOPY 4.5 UNDERSTORY 27 SHRUBS	50'	
10 CANOPY 5 UNDERSTORY 30 SHRUBS	40'	
12 CANOPY 6 UNDERSTORY 36 SHRUBS	30'	

(6) Buffering for mixed use developments shall be based on the more intense use in the building or cluster of buildings.

(7) The use of existing native vegetation in buffer zones is preferred. If a developer proposes to landscape a buffer zone with existing native vegetation, the environmental compliance staff may recommend, and the director may allow, a waiver from the strict planting requirements of this section if:

1. The waiver is necessary to prevent harm to the existing native vegetation; and
2. The buffering and/or aesthetic purposes of the buffer zone are substantially fulfilled despite the waiver.

(8) The desired width of a buffer zone between two parcels is the sum of the required buffer zones of the parcels. Where a new use is proposed next to an existing use that has less than the required buffer zone for that use, the lower standards will be tolerated until the nonconforming parcel is redeveloped and brought into conformity with the buffer zone requirements of this article. The developer of the new adjoining use is encouraged, however, to take into account the inadequacy of the adjoining buffer zone in designing the site layout of the new development.

(9) In any case where an unbuffered view exists within 500 feet from the side or rear service areas of any nonresidential land use to any single-family or two-family residential land use, uncomplimentary land use buffer requirements shall apply as if such residential uses were located on immediately adjacent lands.

(10) A buffer fence as defined in section 10-1.101, which may include the use of berms for visual screening, shall be required, in addition to minimum landscaping standards, when nonresidential uses are adjacent to existing single-family or manufactured/mobile home uses. When required, a buffer fence shall meet standards in subsection (b) below. The buffer fence may be exempted for the following reasons:

a. If the uncomplimentary land use areas are occurring within an approved planned unit development or site and development plan, provided that the objectives of this division are met in the design of the planned unit development.

b. If a transitional character, sufficient to satisfy the purpose and intent of this division, has been achieved through the design of the planned unit development or site and development plan as determined by the director.

(11) Prevailing requirements. Whenever development activity is subject to both the perimeter landscaping requirements and the uncomplimentary land use buffer strip requirements of this subdivision, the latter requirement shall prevail.

(b) Buffer fence standards:

(1) Whenever a buffer fence is required, it shall be of sufficient height to obstruct the view between adjoining properties, as determined by the director, presumably a minimum of eight feet in height, unless the applicant can prove to the satisfaction of the director that the intent of this article will be met by a fence of lesser height under the particular circumstances. The buffer fence shall be solid opaque, constructed of durable materials appropriate for the intended use and consistent with materials commonly used in surrounding neighborhoods, and shall include provision for access to all landscape materials.

(2) The side of a fence facing a less intensive use shall have a finished appearance to furnish an aesthetically pleasing view.

(3) At least one-half of all required plant materials shall be installed and maintained on the side facing the less intensive use, unless otherwise specifically provided.

(4) Fencing shall be maintained in good repair.

(5) In the case when a buffer fence and vegetative buffer is required, the required vegetative buffer shall be reduced by one landscape standard.

(c) Use of buffer areas. No use shall be made of, nor development activity permitted in, the uncomplimentary land use buffers. No accessory structures, garbage or trash collection points or receptacles, parking or any other functional use contrary to the intent and purpose of this article shall be permitted in a required buffer area except for:

(1) Planting material approved as part of the landscape plan.

(2) Installing and maintaining completely underground utilities and essential, specifically approved, overhead or above ground utilities which do not interfere with the mature growth of required plant material.

(3) Installing and maintaining grass ditches, with back slopes no steeper than 3:1, which can support the required landscaping materials.

This does not prohibit the combining of compatible functions such as landscaping, drainage facilities, passive recreation areas and preservation areas into an effective and beneficial multiple use of the subject land resource.

(d) Development. All development must be consistent with article IV.

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 08-03, § 18, 1-29-08; Ord. No. 09-20, § 8, 7-14-09; Ord. No. 13-06, § 13, 3-12-13)

SECTION 19. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

SECTION 20. Severability. If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 21. Effective date. This ordinance shall be effective according to law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this ____ day of _____, 2016.

LEON COUNTY, FLORIDA

BY: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
AND COMPTROLLER
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

PUBLIC SCHOOL FACILITIES
GOALS, OBJECTIVES AND POLICIES

Goal 1: [PS] (EFF. 6/6/08)
PUBLIC SCHOOL CONCURRENCY

Recognizing the obligations of Article IX of the Florida Constitution, make available public school facilities consistent with the adopted level of service standard.

Objective 1.1: [PS] (EFF. 6/6/08)
LEVEL OF SERVICE

Ensure that school capacity is sufficient to support student growth at the adopted level of service standard in the five-year planning period, is financially feasible by the end of the five-year planning period, and is sufficient through the long term planning period.

Policy 1.1.1: [PS] (EFF. 6/6/08)
COORDINATING AND SHARING OF INFORMATION

The School Board shall annually submit the educational facilities report and plan to the City and the County. The plan will be consistent with the requirements of §1013.35, F.S. Within 45 days of the School Board's annual workshop, the City and County shall review the plan and send any comments to the School Board, including any objections to adopting the plan into the annual capital improvements update of the comprehensive plan. The educational facilities report and plan will serve as a basis for adoption of annual five-year school capital improvement amendments adding a new fifth year, incorporate an updated financially feasible public schools capital facilities program, and will be consistent with the five-year district facilities work plan.

Policy 1.1.2: [PS] (EFF. 6/6/08)
LEVEL OF SERVICE STRUCTURE

All new residential development shall be reviewed to ensure that adequate school capacity will exist within three years after the issuance of a final site and development plan approval for the residential development, in order to support the additional student growth at the adopted level of service.

Policy 1.1.3: [PS] (EFF. 6/6/08)
SCHOOL CONCURRENCY AREAS

The School Concurrency Service Areas shall be coterminous with the school attendance zones for each school, as adjusted by the School Board.

Policy 1.1.4: [PS] (EFF. 6/6/08)
ENSURING SCHOOL CAPACITY

School concurrency shall be applied on a less than district-wide basis through the attendance zones for each school. Development may proceed if the level of service standard is exceeded for a project, but capacity exists in one or more contiguous school attendance zones provided that transportation restrictions do not exist.

Policy 1.1.5: [PS] (EFF. 6/6/08)
ADJUSTING SCHOOL CONCURRENCY AREAS

The School Board will optimize use of student capacity at each school to the greatest extent practicable, based on the adopted level of service and the total number of permanent student stations available according to the FISH inventory, taking into account special considerations such as core capacity, special programs, transportation costs, geographic impediments, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high). The School Board may adjust the school attendance zones as needed to comply with state and federal mandates and other programs and to maximize capacity utilization. The adjustment of school concurrency service areas will follow the School Board's changes to school attendance zones and the process established in the Public School Concurrency and Facilities Planning Interlocal Agreement.

Policy 1.1.6: [PS] (EFF. 6/6/08)
LEVELS OF SERVICE

The level of service established for Elementary schools is 100% of Florida Inventory of School Houses (FISH) capacity.

The level of service established for Middle schools is 100% of Florida Inventory of School Houses (FISH) capacity.

The level of service established for High schools is 100% of Florida Inventory of School Houses (FISH) capacity.

Policy 1.1.7: [PS] (EFF. 6/6/08)
MAINTENANCE OF LEVEL OF SERVICE

The School Board will annually compare the number of projected students, calculated based on approved site and development plan applications submitted by the City and County, to available capacity within each school concurrency service area over the five-year period.

Policy 1.1.8: [PS] (EFF. 6/6/08)
CHANGES TO LEVEL OF SERVICE STANDARDS

Proposed changes to the level of service for each school type will be administered through the processes detailed in the Public School Concurrency and Facility Planning Interlocal Agreement.

Objective 1.2: [PS] (EFF. 6/6/08)
CAPITAL IMPROVEMENTS & CORRECTION OF DEFICIENCIES

To ensure that existing deficiencies and future needs are addressed, provide mitigation alternatives that are financially feasible by the end of the five-year planning period in order to achieve and maintain the adopted level of service standard, and include those projects in the five-year schedule of capital improvements.

Policy 1.2.1: [PS] (EFF. 6/6/08)
DISTRICT EDUCATIONAL FACILITIES REPORT AND PLAN

The School District's annual education facilities report and plan will contain the School Board's capital improvement plan, including a financially feasible plan for acquisition, expansion, and construction of facilities with funding for the five-year

planning period, and the educational facilities representing the district's unmet need. This plan will address identified needs and how level of service will be maintained.

Policy 1.2.2: [PS] (EFF. 6/6/08)
COLLOCATION

Collocation and shared use opportunities will be considered by the City and the County when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities.

Policy 1.2.3: [PS] (EFF. 6/6/08)
SCHOOL BOARD DIRECTION TO ENSURE SUFFICIENT CAPACITY

If adequate capacity is not available or planned to serve the proposed development at the time of review, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, required facility improvements, etc.

Policy 1.2.4: [PS] (EFF. 6/6/08)
COORDINATION WITH COMMUNITY DEVELOPMENT PLANS

In formulating community development plans and programs, the City and the County will consider giving priority to capital improvements that are coordinated with, and meet the capital needs identified in, the School Board's school facilities plan.

Policy 1.2.5: [PS] (EFF. 6/6/08)
MITIGATION OPTION

If there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity.

Policy 1.2.6: [PS] (EFF. 6/6/08)
BASIS OF MITIGATION

When the student impacts from a proposed residential development would cause the adopted level of service to fail, the developer's proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established level of service. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle, and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

Policy 1.2.7: [PS] (EFF. 6/6/08)
MITIGATION FORMULA

The following methodology shall be used to calculate the developer's proportionate fair-share mitigation amount:

Proportionate Share = (Development Students – Available Capacity) x Total Cost per Student Station

Where:

Development Students =
Students generated by the proposed development that are assigned to the particular school

Available Capacity =
FISH Capacity – (actual enrollment + vested)

Total Cost =
the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District's Five-Year Capital Facilities Plan

Policy 1.2.8: [PS] (EFF. 6/6/08)

MITIGATION AGREEMENT

The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be clarified in a binding development agreement submitted to the County or City, as applicable, for approval.

Policy 1.2.9: [PS] (EFF. 6/6/08)

ACCEPTABLE FORMS OF MITIGATION

The following mitigation options will be acceptable to the City, County, and School Board, as negotiated by the School Board on a case-by-case basis: payment for land acquisition; contribution of land; construction of new, or expansion of existing, public school facilities; contribution of District-owned portable school facilities meeting SREF standards (only in cases where capacity is available in the core facilities of the school); construction of a charter school meeting SREF standards if the mitigation agreement requires the ownership of the charter school to revert to the District upon closure of the facility; and developer-established mitigation banks, including both construction of schools and acquisition of land.

Goal 2: [PS] (EFF. 6/6/08)

SCHOOL FACILITY SITING

Maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding public school siting and collocation with other public facilities, supporting the development of public education facilities concurrent with residential development and other services.

Objective 2.1: [PS] (EFF. 6/6/08)

SCHOOL FACILITY SITING PROCESS

To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.

Policy 2.1.1: [PS] (EFF. 6/6/08)

INITIATING SCHOOL SITING PROCESS

The School Board will submit potential sites for new schools and proposals for significant renovation, significant expansion, and closure of existing schools to the staff Work Group created by the Public School Concurrency and Facility Planning Interlocal Agreement.

Policy 2.1.2: [PS] (EFF. 6/6/08)

PARTICIPATION IN SCHOOL SITING

When the Superintendent/School Board identifies the need for a new school, or significant expansion of an existing school, requiring the purchase or lease of land, the school district staff will provide to the staff Work Group information pertaining to the type of proposed school or facility, or expansion thereof, acreage required, geographic boundaries of the area of need, and a listing of activities to occur on the site.

Policy 2.1.3: [PS] (EFF. 6/6/08)

EVALUATION BY WORK GROUP

The staff Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the Comprehensive Plan and the Public School Concurrency and Facility Planning Interlocal Agreement.

Policy 2.1.4: [PS] (EFF. 6/6/08)

CONSISTENCY REVIEW

At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the significant renovation or expansion of an existing school, the School Board shall provide written notice to the Planning Department. Upon receipt of the notice, the Planning Department shall notify the School Board within forty-five (45) days if the proposed new school site(s) or the proposed significant renovation or expansion of an existing school is consistent with the land use categories and policies of the Comprehensive Plan.

Policy 2.1.5: [PS] (EFF. 6/6/08)
SITE PLAN REVIEW

At least ninety (90) days prior to commencing construction, the School Board shall submit a site design/development plan to either the City or County Growth Management Department, as applicable. Within forty-five (45) days after receiving the submittal, the City or County Growth Management Department will certify, in writing, whether the proposal is consistent with any applicable provisions of the land development code.

Policy 2.1.6: [PS] (EFF. 6/6/08)
POTENTIAL CLOSURE DETERMINATION

Upon receipt of notice of a potential school closure, the Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will issue a report to the Coordinating Committee summarizing the School Board's determination of the need for the closure and the impact on adjacent school concurrency service.

Objective 2.2: [PS] (EFF. 6/6/08)
COLLOCATION WITH OTHER PUBLIC FACILITIES

Coordinate location of public school facilities relative to the location of other public facilities.

Policy 2.2.1: [PS] (EFF. 6/6/08)
COLLOCATION AND SHARED USE

Collocation and shared use of facilities are important to the School Board, the City of Tallahassee, and Leon County. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the Educational School Plant Survey. Opportunities for collocation and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. Where applicable, collocation and shared use of school and governmental facilities for health care and social services will be considered.

Policy 2.2.2: [PS] (EFF. 6/6/08)
AGREEMENTS FOR COLLOCATION AND SHARED USE

A separate agreement will be developed for each instance of collocation and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

Goal 3: [PS] (EFF. 6/6/08)

COORDINATION OF SCHOOL FACILITY DEVELOPMENT

Maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding intergovernmental coordination and coordination of population projections, supporting the development of public education facilities concurrent with residential development and other services.

Objective 3.1: [PS] (EFF. 6/6/08)

INTERGOVERNMENTAL COORDINATION

To establish and maintain a cooperative relationship between the School District, City of Tallahassee, and Leon County in coordinating land use planning with development of public school facilities proximate to existing or proposed residential areas and are complementary with other public facilities.

Policy 3.1.1: [PS] (EFF. 6/6/08)

JOINT MEETINGS

The City Commission, the County Commission, and the School Board will meet at least once every year in a joint workshop session. The joint workshop session will provide the opportunity for the City, the County, and the School Board to set direction, discuss issues and reach understandings regarding issues of mutual concern such as coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

Policy 3.1.2: [PS] (EFF. 6/6/08)

COORDINATING COMMITTEE

The City, County, and School Board will appoint a Coordinating Committee, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, for oversight of the school concurrency program and the joint planning efforts of the parties. The Coordinating Committee will meet twice per year, synchronizing with the amendment cycles to the Comprehensive Plan.

Policy 3.1.3: [PS] (EFF. 6/6/08)

WORK GROUP

The staff Work Group, as established by the Public School Concurrency and Facility Planning Interlocal Agreement, will formulate recommendations to the Coordinating Committee.

Policy 3.1.4: [PS] (EFF. 6/6/08)

WORK GROUP PURPOSE

The Work Group shall formulate recommendations to the Coordinating Committee regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development and redevelopment trends and plans, transportation, school needs, collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Work Group shall also make recommendations to the Coordinating Committee on amendments to the Comprehensive Plan.

Policy 3.1.5: [PS] (EFF. 6/6/08)
WORK GROUP MEETINGS

The Work Group will meet at least once per year regarding implementation of school concurrency, including adopted levels-of-service, school concurrency service areas, and preparation of the school district's 5-year facilities work program and any suggested revisions to these components of school concurrency.

Policy 3.1.6: [PS] (EFF. 6/6/08)
EDUCATIONAL PLANT SURVEY

The Work Group will assist the School Board in an advisory capacity in the preparation of the update to its Educational Plant Survey. The survey shall be consistent with the requirements of §1013.31, F.S., and include an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan.

Policy 3.1.7: [PS] (EFF. 6/6/08)
CONSISTENCY WITH COMPREHENSIVE PLAN

The Work Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the Public School Concurrency and Facility Planning Interlocal Agreement and the Comprehensive Plan. The work group will also ensure compatibility of school sites and surrounding land uses.

Policy 3.1.8: [PS] (EFF. 6/6/08)
COORDINATION FOR EMERGENCY MANAGEMENT

A joint committee made up of School Board members and/or district staff with appropriate Tallahassee Police Department, Leon County Sheriff Department, Tallahassee Fire Department, Juvenile Justice, other law enforcement officials, and community representatives shall be established to review the issues of emergency preparedness and school safety. This committee will have authority to make specific recommendations to the School Board, City or County Commissions, or other governmental agencies to enhance emergency preparedness and safety in and around district school facilities.

Policy 3.1.9: [PS] (EFF. 6/6/08)
AVAILABILITY OF SCHOOL FACILITIES

School Board facilities shall be made available at no charge to the City and County, when scheduling and school utilization permit, for public meetings related to land use, transportation planning, community improvement, and other related topics. The City and County shall make available at no charge to the School Board, maps, GIS and other data related to school sites, attendance zones, and land use.

Policy 3.1.10: [PS] (EFF. 6/6/08)
JOINT DETERMINATION ON TIMING OF IMPROVEMENTS

In conjunction with the local government review of a proposed new school site or the significant renovation or expansion of an existing school, the School Board and the affected local government will jointly determine the need for timing of onsite and off-site improvements necessary to support each school or

renovation or expansion thereof, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

Policy 3.1.11: [PS] (EFF. 6/6/08)

SCHOOL BOARD PARTICIPATION IN SITE PLANNING

The Public School Concurrency and Facility Planning Interlocal Agreement requires the application of school concurrency at site plan and development approval, and therefore requires that the School Board participate in the review of all proposed site and development plans for new residential construction.

Policy 3.1.12: [PS] (EFF. 6/6/08)

SCHOOL IMPACT ANALYSIS PROCESS

The City and County will amend their land development regulations to require an applicant for a residential site and development plan to complete a School Impact Analysis Form for submittal with their application. The School Impact Analysis Form will require information concerning the location of the project; the number, type and size of dwelling units proposed; and the school concurrency service area in which the project is located.

Policy 3.1.13: [PS] (EFF. 6/6/08)

SCHOOL BOARD PARTICIPATION IN COMPREHENSIVE PLAN AMENDMENT

The Tallahassee/Leon County Planning Department (TLCPD) will amend its Comprehensive Plan application process to require an applicant for a residential Comprehensive Plan Amendment to complete a School Impact Analysis Form for submittal with their application. The School Impact Analysis Form will require information concerning the location of the project; the total number dwelling units permitted in the Future Land Use Map category; and the school concurrency service area in which the project is located.

Policy 3.1.14: [PS] (EFF. 6/6/08)

REVIEW OF SCHOOL IMPACT ANALYSIS BY SCHOOL BOARD

The City or County will transmit the School Impact Analysis Form for a residential site and development plan to a designated employee of the School Board for review at the same time the application is submitted to all departments for review. The TLCPD will provide the School Impact Analysis Form to a Comprehensive Plan Amendment applicant for review by a designated employee of the School Board for a determination of Level of Service impact created by the proposed Comprehensive Plan Amendment.

Policy 3.1.15: [PS] (EFF. 6/6/08)

SCHOOL BOARD MEMBER ON DRC

The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

Objective 3.2: [PS] (EFF. 6/6/08)

POPULATION PROJECTIONS

To establish a joint process of coordination and collaboration between the School District, the City of Tallahassee, and Leon

County in the planning and decision-making on population projections.

Policy 3.2.1: [PS] (EFF. 6/6/08)

ENROLLMENT AND POPULATION PROJECTIONS

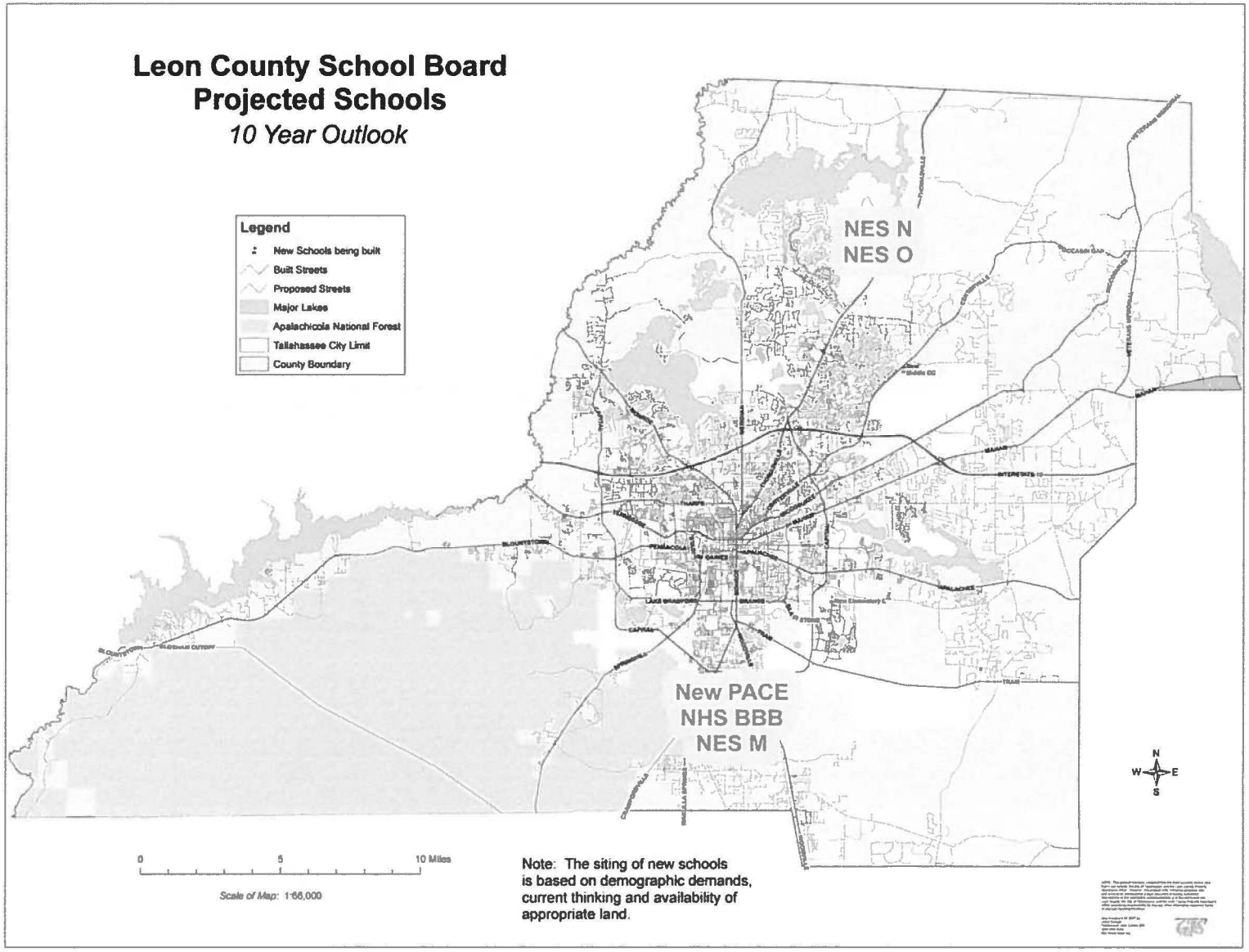
The City, the County, and the School Board agree to coordinate their plans upon the same projections of the amount, type, and distribution of population growth and student enrollment. The City, the County and the School Board agree to utilize the mid-range population projections published by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

Policy 3.2.2: [PS] (EFF. 6/6/08)

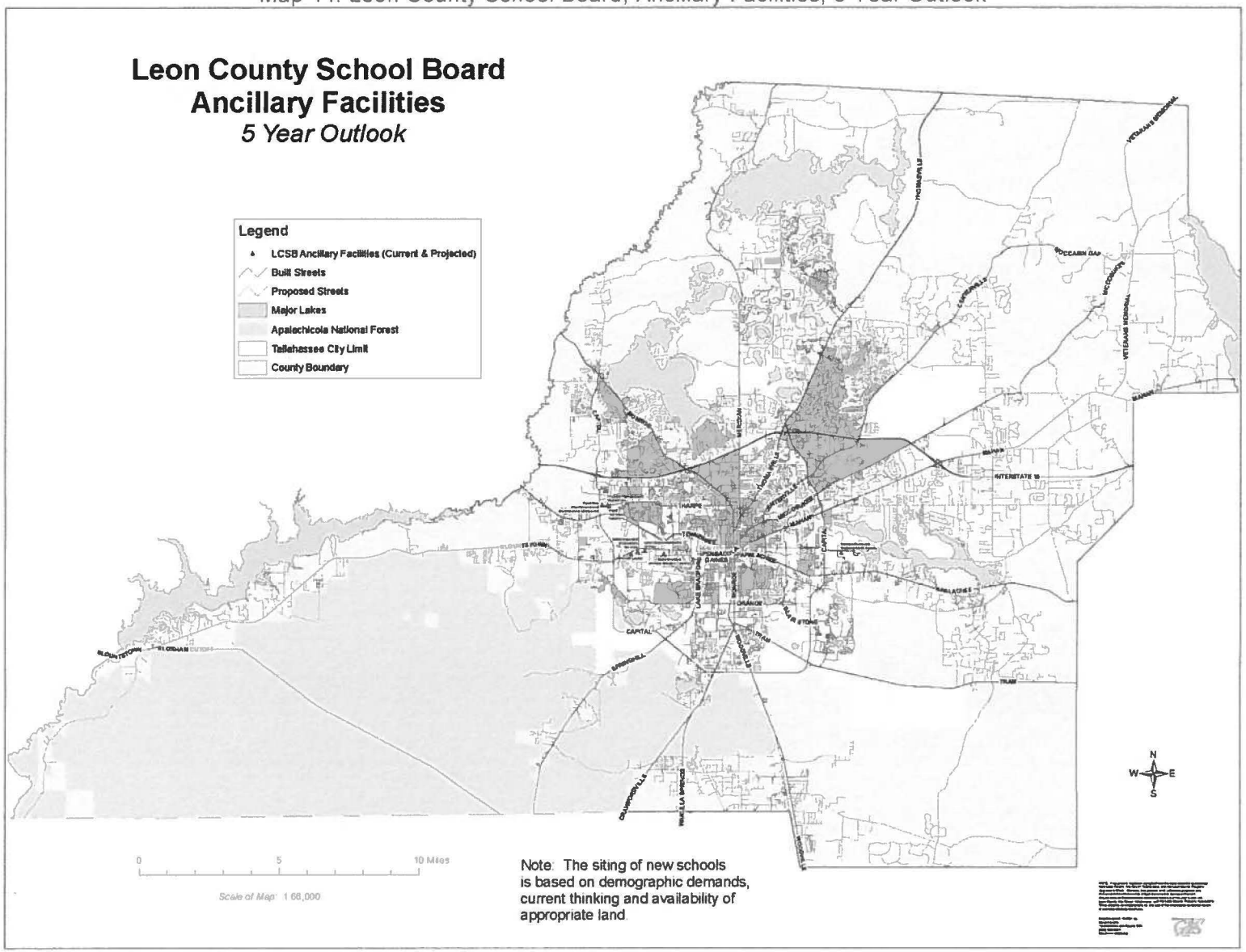
RECONCILING PROJECTIONS

The School Board shall also utilize the Department of Education (DOE) five-year countywide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect BEBR projections, and actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request, the School Board will coordinate with the City and County regarding future population projections and growth.

Map 43: Leon County School Board, Projected Schools, 10 Year Outlook



Map 44: Leon County School Board, Ancillary Facilities, 5 Year Outlook



INTERLOCAL AGREEMENT FOR TALLAHASSEE-LEON COUNTY AND LEON COUNTY SCHOOLS PUBLIC SCHOOL CONCURRENCY AND FACILITY PLANNING

This Agreement is entered into between the City of Tallahassee, Florida (hereinafter referred to as "City"), Leon County, Florida (hereinafter referred to as "County") and the School Board of Leon County (hereinafter referred to as "School Board").

WHEREAS, the City, County and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children of Leon County; and

WHEREAS, the City, County and School Board recognize the benefits that will flow to the citizens and students of their community by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by the placement of schools to take advantage of existing and planned roads, water, sewer, parks and drainage systems, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

WHEREAS, Section 1013.33, Florida Statutes (F.S.), requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate governing body; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, F. S., requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school board, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Section 163.3177(6)(h)4, F.S., requires each local government to execute an interlocal agreement with the district school board, the county, and non-exempt municipalities within the county to implement the requirements of Section 163.31777, F.S.; and

WHEREAS, Section 163.31777, F.S., requires the interlocal agreement to include consistent population projections, sharing of information on existing and planned educational facilities, participation of each party in the planning of facilities and selection of school sites, procedures for determination of need and timing of onsite and offsite improvements to support new schools, procedures for the school district to inform local governments of the impact of comprehensive plan amendments on school capacity, participation by the local governments in preparation of the school district's 5-year facilities work plan and educational plant survey, a dispute resolution procedure, and an oversight process which includes an opportunity for public participation; and

WHEREAS, Section 163.3180(13)(g), F.S., requires the interlocal agreement to establish (1) mechanisms for coordinating development, adoption, and amendment of the local government's public school facilities element and the plans of the school district to ensure uniform district-wide school concurrency; (2) procedures for the development of siting criteria which encourages location of public schools in proximity to urban residential development and seeks co-location of schools with other public facilities; (3) uniform, district-wide level-of-service standards for public schools of the same type and a process for modifying those levels-of-service; (4) procedures for preparation, amendment, and joint approval of a financially-feasible local government public school capital facilities program; (5) the geographic application of school concurrency, or "concurrency service areas"; (6) a uniform district-wide procedure for implementing school concurrency; and (7) a process and uniform methodology for determining proportionate-share mitigation by development applicants; and

WHEREAS, the City, the County and the School Board enter into this Agreement in fulfillment of the above-stated statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the City, the County and the School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens of Leon County; and

WHEREAS, the City has jurisdiction for land use and growth management decisions within its boundary and the County has similar jurisdiction for land use and growth management decisions within its unincorporated boundary, and

WHEREAS, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Leon County, and

WHEREAS, the City, the County and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to insure that adequate public school facilities are available for the residents of Leon County, and

WHEREAS, the parties are required to enter into this Agreement pursuant to Section 163.3177(6)(h)4, F.S. and Section 1013.33, F.S.

NOW THEREFORE, be it mutually agreed between the Tallahassee City Commission, the Leon County Commission and the Leon County School Board that the following procedures will be utilized to implement school concurrency and better coordinate public school facilities planning and land use planning:

SECTION 1. JOINT MEETINGS.

1.1 School Planning and Concurrency Work Group. There is hereby created a work group consisting of staff from the Tallahassee-Leon County Planning Department (TLCPD), City and County Growth Management Departments, and School Board. The School Planning and Concurrency Work Group (the "Work Group") will meet at least once per year, to discuss and formulate recommendations to the Coordinating Committee created in Section 1.3 of this Agreement regarding implementation of school concurrency, including adopted levels-of-service, school concurrency service areas, and preparation of the school district's 5-year facilities work program and any suggested revisions to these components of school concurrency. The Work Group shall also discuss and formulate recommendations to the Coordinating Committee regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development and redevelopment trends and plans, transportation, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Work Group shall also discuss and make recommendations to the Coordinating Committee on amendments to the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element of the Tallahassee-Leon County 2010 Comprehensive Plan, and successor documents. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.2 Workshops. The City Commission, the County Commission, and the School Board will meet at least once every year in a joint workshop session. The joint

workshop session will provide the opportunity for the City, the County, and the School Board to set direction, discuss issues and reach understandings regarding issues of mutual concern such as coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.3 Coordinating Committee. The City, County, and School Board will appoint a Coordinating Committee for oversight of the School Concurrency Program established herein and the joint planning efforts of the parties. One member each from the City Commission, Board of County Commissioners, and the School Board will be appointed to serve on the Coordinating Committee. In addition, the City, County and School Board will each appoint one citizen member to serve on the Coordinating Committee.

1.3.1 The term for each member of the Coordinating Committee will be four (4) years, except for the first cycle, in which the City appointee's term will expire after two (2) years, and the County appointee's term will expire after three (3) years. If a Commissioner or Board member leaves their respective governing board, a replacement shall be designated to serve out the remainder of the term of the departing member.

1.3.2 The Coordinating Committee will meet twice per year, coordinating with the amendment cycles to the Tallahassee-Leon County 2010 Comprehensive Plan, or more often as needed, to address the following issues:

1.3.2.1 Evaluation and any suggested changes to the process for sharing information on planned school facilities and the City and County participation in the School District's Five-Year Capital Facilities Plan;

1.3.2.2 Changes to the Level of Service standards adopted for each school type in the School District;

1.3.2.3 Changes to the School Concurrency Service areas, as recommended by the School Board;

1.3.2.4 Monitoring of the school concurrency management system;

1.3.2.5 Changes to this Interlocal Agreement;

1.3.2.6 Amendments to the Capital Improvements Element, Public School Facilities Element, or Interlocal

Coordination Elements of the Tallahassee-Leon County 2010 Comprehensive Plan;

1.3.2.7 Effectiveness of School Concurrency Implementation; and

1.3.2.8 Staffing and research needs.

1.3.3 The Coordinating Committee will issue a report with recommendations to the City Commission, County Commission and School Board within sixty (60) days of each meeting.

SECTION 2. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.

2.1 In fulfillment of their respective planning duties, the City, the County, and the School Board agree to coordinate their plans upon the same projections of the amount, type, and distribution of population growth and student enrollment. The City, the County and the School Board agree to utilize the mid-range population projections published by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

2.2 The School Board shall also utilize the Department of Education (DOE) five-year county-wide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect BEBR projections, and actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request, the School Board will coordinate with the City and County regarding future population projections and growth.

2.3 The City, the County, and the School Board will use information on growth and development trends for municipal and unincorporated areas, such as census information on population and housing characteristics, persons-per-household figures, historic and projected growth rates, City and County planning initiatives, and the information described below in Section 8, to better coordinate their respective planning activities and decisions.

SECTION 3. COORDINATING AND SHARING OF INFORMATION.

3.1 <u>District Educational Facilities Report and Plan.</u> By May 15th of each year, the School Board shall submit to the City and the County, the educational facilities report and plan. The plan will be consistent with the requirements of Section 1013.35, F.S. The report will contain information detailing existing and projected school

enrollment, an inventory of existing educational facilities, their locations, information on the relocatables in use at each school, and projected space needs. The report will also contain the School Board's capital improvement plan, including a financially-feasible plan for acquisition, expansion and construction of facilities with funding over the next five (5) years, and the educational facilities representing the district's unmet need. The report will provide data for each individual school concerning school capacity based on adopted level of service standards and enrollment of each individual school based on actual counts. The report will show the generalized locations in which new schools will be needed and planned renovations, expansions and closures of existing schools. The report will indicate properties the School Board has already acquired through developer donation and proportionate fair-share payments; properties on which there is a developer obligation to provide land to the School Board as an acceptable mitigation alternative for school concurrency; and properties acquired through other means that are potential school sites. The City and County shall review the plan and send any comments to the School Board, within forty-five (45) days prior to the School Board's annual workshop, including whether the local government has any objections to adopting the plan into the annual update of the CIE of the comprehensive plan. If the local government's objections are not resolved, the matter shall be resolved pursuant to Section 10 of this Agreement.

3.2 Educational Plant Survey. The Work Group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The Work Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 4.2, 8.6, 8.7 and 9.1 of this Agreement.

3.3 Student and Transportation Safety. Student and transportation safety shall be a major consideration at all School Board operated facilities and shall be an essential part of operation, renovation, expansion and future development. A joint committee made up of School Board members and/or district staff with appropriate Tallahassee Police Department, Leon County Sheriff Department, Tallahassee Fire Department, Juvenile Justice, other law enforcement officials, and community representatives shall be established to review the issue of school safety. This committee will have authority to make specific recommendations to the School Board, City or

County Commissions, or other governmental agencies to enhance safety in and around district school facilities.

3.4 City and County Public Meetings. School Board facilities shall be made available at no cost to the City and County, when scheduling and school utilization permit, for public meetings related to land use, transportation planning, community improvement and other related topics. The City and County shall make available at no cost to the School Board, maps, GIS and other data related to school sites, attendance zones, and land use.

SECTION 4. SCHOOL SITE SELECTION SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES.

4.1 The School Board will submit potential sites for new schools and proposals for significant renovation, significant expansion, and closure of existing schools to the Work Group established in Section 1.1, which will review the proposals and make suggested recommendations to the Superintendent and the School Board. For this purpose, the Work Group will meet on an as needed basis on the call of the School Board, in addition to the schedule set forth in Section 1.

4.2 Potential Closures. Upon receipt of notice of a potential school closure, the working group will issue a report to the Coordinating Committee summarizing the School Board's determination of the need for the closure, including whether the determination is based on rezonings or other land use activity, and the impact on adjacent school concurrency service areas and need for amendment to the Capital Improvements Element or Public School Facilities Element of the comprehensive plan. The Coordinating Committee shall meet and decide whether to schedule the closure issue for discussion by the City or County Commission.

4.3 Participation in New Sites, Significant Expansions and Renovations. When the Superintendent/School Board identifies the need for a new school, or significant expansion of an existing school, requiring the purchase or lease of land, the school district staff will provide to the Work Group information pertaining to the type of proposed school or facility, or expansion thereof, acreage required, geographic boundaries of the area of need, and a listing of activities to occur on the site. The Work Group will request from the TLCPD a list of potential sites in the area of need targeted in the Education Plant Survey. The Work Group will review the potential sites and may add to or reduce the list of potential sites. The Work Group will submit to the TLCPD a list of sites for an informal assessment regarding consistency with the comprehensive plan. This assessment or general overview shall address the following:

(A) environmental features
(B) transportation and pedestrian access
(C) availability of infrastructure and services
(D) safety concerns
(E) land use compatibility
(F) special planning areas, such as sector plans, the Southern Strategy Area, planned unit developments, etc.
(G) community vision
(H) other pertinent issues such as special programs or student assignment that have a bearing on site suitability

The TLCPD will prepare the assessment(s) from existing data. The Work Group will review the assessments and any other relevant information. The Work Group and the TLCPD will also consider the issues identified in Section 4.2 based on available information as each potential site and each proposed new site or significant expansion is evaluated. Based on the information gathered during this review, the Work Group will make a recommendation to the Superintendent and School Board, of one or more sites in order of preference.

The following issues will be considered by the Work Group, the TLCPD, the Superintendent and School Board when evaluating potential school sites or significant expansion or rebuilding of existing schools:

(A) The locations of school sites that will provide logical focal points for community activities such as the community facilities itemized in section 9.1 below and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
(B) The location of new schools with dual access points to facilitate vehicular, bicycle, and pedestrian access, and within reasonable walking and/or bicycle distance of primary residential dwelling units served by the schools, as practicable under the student assignment program.
(C) The location of new elementary and middle schools within the Urban Services Area or designated Rural Communities proximate to residential neighborhoods, and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, arterial or local roads.
(D) The location of new high schools or adult-vocational schools on the periphery of urban residential neighborhoods, inside the Urban

Services Area and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, major arterial or local roads.

(E) Compatibility of the school site with present and projected uses of adjacent property.

(F) Encouraging community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl.

(G) Site acquisition and development cost.

(H) Safe access to and from the school site by pedestrians and vehicles, to include sidewalks, crosswalks, bike lanes, access road, traffic calming, signage, etc. where necessary.

(I) Adequate public facilities and services to support the proposed school are available, or will be available, concurrent with the impact of schools.

(J) Environmental constraints that would preclude development of a public school on the site or cannot be mitigated.

(K) Adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource.

(L) The proposed site is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.

(M) The proposed location is not in conflict with local government stormwater management plans or watershed management plans.

(N) Whether the proposed location is within a flood zone, a floodway, special development zone, or Lake Protection future land use district as delineated in the comprehensive plan.

(O) The proposed site can accommodate the required parking, circulation and queuing of vehicles onsite.

(P) Whether the proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport, or within the heavy industrial future land use category which does not allow schools.

(Q) The proposed site can be co-located with other public facilities such as parks, recreational facilities, libraries, and community centers, as set forth in Section 9.0 of this Agreement.

City and County law enforcement and fire department officials shall review all proposed school facility sites and architectural plans for the expansion of current school facilities and the construction of new schools and provide recommendations for safety design or improvements.

4.4 Consistency Review and Site Plan Review. At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the significant renovation or expansion of an existing school, the School Board shall provide written notice to the TLCPD. The TLCPD, upon receipt of the notice, shall notify the School Board within forty-five (45) days if the proposed new school site(s) or the proposed significant renovation or expansion of an existing school is consistent with the land use categories and policies of the comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, F.S.

At least ninety (90) days prior to commencing construction, the School Board shall submit a site design/development plan to the TLCPD and either the City or County Growth Management Department, as applicable. Within forty-five (45) days after receiving the submittal, the TLCPD shall certify, in writing, whether the proposed educational facility is in compliance with the Comprehensive Plan (as determined by The Planning Commission, if required), and the City or County Growth Management Department will certify, in writing, whether the proposal is consistent with any applicable provisions of the land development code. The site design/development plan shall be reviewed in accordance with the procedures prescribed in the applicable sections of the City or County Land Development Code (Type C development review in the City of Tallahassee, and Type A, B, or C, in Leon County, depending on the square footage and other factors).

4.5 In conjunction with the local government review of a proposed new school site or the significant renovation or expansion of an existing school, the School Board and affected local government will jointly determine the need for timing of on-site and off-site improvements necessary to support each school or renovation or expansion thereof, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

SECTION 5. SCHOOL CONCURRENCY PROGRAM.

5.1 School Concurrency Program Overview. The school concurrency program requires that Leon County, Tallahassee and the School Board maintain a minimum level of service standard for public schools. The school concurrency program requires that all new residential development be reviewed to ensure that adequate school capacity will exist within three (3) years after the issuance of a final site and development plan approval for the residential development, in order to support the additional student growth at the adopted level of service.

5.2 Commencement. The School Concurrency Program described in this Agreement shall commence on January 8, 2008, or the effective date of the amendments to the Tallahassee-Leon County 2010 Comprehensive Plan required by this Agreement, whichever is earlier.

5.3 School Concurrency Service Areas

5.3.1 The School Concurrency Service Areas shall be coterminus with the school attendance zones for each school, as adjusted by the School Board. The current school concurrency service areas are depicted on the map attached hereto as Exhibit **A**.

5.3.2 The County and City shall include the school concurrency service areas submitted by the School Board as data and analysis to support the adoption of the Public School Facilities Element of the Tallahassee-Leon County 2010 Comprehensive Plan, on or before January 8, 2008.

5.3.3 To ensure that development is coordinated with schools having available capacity, the County, City and School Board agree that school concurrency, when implemented in approximately January, 2008, shall be applied on a less than district-wide basis through the attendance zones for each school.

5.4 Modification of School Concurrency Service Areas

5.4.1 The City and County agree that the School Board may adjust the school attendance zones as needed to comply with state and federal mandates and other programs.

5.4.2 The modification of school concurrency service areas will follow the School Board's changes to school attendance zones. Such changes shall be noticed to the Coordinating Committee, as set

forth in Section 1.3 within fifteen (15) days of their effective date. The Coordinating Committee shall recommend incorporation into the Comprehensive Plan.

5.5 Levels of Service (LOS)

5.5.1 FISH (Florida Inventory of School Houses) is an annual report prepared by the Department of Education's Office of Education Facilities that provides information on the permanent building capacity of the schools in the state. To ensure that the capacity of each school is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period for each school concurrency service area, the City, County, and School Board hereby establish the following Levels of Service for each school type:

5.5.2 Elementary: one hundred percent (100%) of FISH capacity

5.5.3 Middle: one hundred percent (100%) of FISH capacity

5.5.4 High: one hundred percent (100%) of FISH capacity

5.5.5 The LOS for each school type will be adopted by the City and County into the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan. The target date for adoption of these amendments is January 8, 2008.

5.5.6 In order to ensure achievement of the LOS for each school type, the School Board will annually compare the number of projected students, calculated based on approved site and development plan applications submitted by the City and County, to available capacity within each school concurrency service area over the five-year period, and report such findings to the Work Group and Coordinating Committee.

5.5.7 The City, County and School Board agree that amendments to the LOS for each school type will be considered through the Work Group set forth in Section 1.1 of this Agreement, which will make a recommendation to the Coordinating Committee, set forth in Section 1.3.

SECTION 6. IMPLEMENTATION OF SCHOOL CONCURRENCY.

6.1 This Agreement requires school concurrency to be applied at site plan and development approval, and therefore requires that the School Board participate in the review of all proposed site and development plans for new residential construction.

6.2 The City and County will amend their land development regulations to require an applicant for a residential site and development plan to complete a School Impact Analysis Form for submittal with their application.

6.3 The School Impact Analysis Form will require information concerning the location of the project; the number, type and size of dwelling units proposed; and the school concurrency service area in which the project is located.

6.4 The City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.

6.5 After receipt of the School Impact Analysis Form, the designated School Board employee will issue a written report to the City or County outlining its findings on the following:

6.5.1 The number of students generated by the proposed development for the school concurrency service area(s) impacted;
6.5.2 Analysis of the available capacity within each school concurrency service area; and
6.5.3 Whether proportionate fair-share mitigation is required of the applicant, pursuant to Section 7.0.

The designated School Board employee must issue the report within the review timeframes established in the applicable City or County land development code for other reviewing agencies or departments.

6.6 The School Board will employ one full-time equivalent (FTE) staff member to review School Impact Analysis forms, analyze impacts and make the findings set forth in Section 6.5, and negotiate proportionate fair-share mitigation agreements on behalf of the School Board. Such employee may also be designated to participate on staff committees.

6.7 At the DRC meeting on the application, the City and County will consider the report from the School Board and incorporate into the development order the School Board's findings outlined in 6.5.1 through 6.5.3.

6.8 The City and County may issue development orders contingent upon compliance with conditions of a development agreement executed pursuant to Section 7.1.

6.9 The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

SECTION 7. PROPORTIONATE FAIR-SHARE MITIGATION.

7.1 In the event that there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity. The development agreement must address payment and receipt of mitigation fees, or other acceptable forms of mitigation, if option 7.6.1 is exercised by the developer and acceptable to the School Board.

7.2 When the student impacts from a proposed residential development would cause the adopted LOS to fail, the developer's proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established LOS. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

7.3 The following methodology shall be used to calculate the developer's proportionate fair-share mitigation amount:

Proportionate Share = (Development Students[a] - Available Capacity[b]) x Total Cost[c] Per Student Station

Where:

[a] Development Students = Students generated by the proposed development that are assigned to the particular school

[b] Available Capacity = FISH Capacity – (actual enrollment + vested)

[c] Total Cost = the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District's Five-Year Capital Facilities Plan

7.4 The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be reduced to writing in the form of a binding development agreement submitted to the County or City, as applicable, for approval.

7.5 The City Growth Management Director, or his or her designee, and the County Administrator, or his or her designee, shall have authority to accept and execute proportionate fair-share mitigation agreements on behalf of the City or County, as applicable. The City and County will amend their Code of Ordinances, if necessary, to grant said authority.

7.6 The following mitigation options will be acceptable to the City, County and School Board, as negotiated by the School Board on a case-by-case basis:

7.6.1 Payment for land acquisition
7.6.2 Contribution of land
7.6.3 Construction of new, or expansion of existing, public school facilities.
7.6.4 Contribution of District-owned portable school facilities meeting SREF standards, only in cases where capacity is available in the core facilities of the school.
7.6.5 Construction of a charter school meeting SREF standards if the mitigation agreement requires the ownership of the charter school to revert to the District upon closure of the facility.
7.6.6 Developer-established mitigation banks, including both construction of schools and acquisition of land

SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, AND REZONINGS.

8.1. The School Board will be afforded full voting membership on the Capital Regional Transportation Planning Authority and Planning Commission, and the Planning Commission acting in its capacity as the local planning agency.

8.2. In accordance with the agenda distribution procedures for the Planning Commission and Capital Regional Transportation Planning Authority, the School Board will receive agendas and support materials from both City and County agencies regarding Comprehensive Planning, Transportation, Growth Management, etc., and will review and comment as appropriate.

8.3. In addition to the information required to be shared with the School Board pursuant to Section 8.2, the City and County will amend their land development regulations to require each applicant for comprehensive plan amendment or rezoning involving a residential development, or proposing a change of zoning or land use adjacent to a residential development, to provide the School Board a completed School

Impact Analysis Form, as set forth in Section 6 of this agreement. The form will require information concerning the location of the proposed comprehensive plan amendment or rezoning, the proposed change in land use or zoning classification, the maximum number of dwelling units authorized by the requested land use or zoning classification, and the school concurrency service area in which the property is located. After review of the School Impact Analysis Form, the designated School Board employee shall issue a written report to the City or County containing the following information:

8.3.1 The number of students generated based upon buildout at the maximum density of residential development allowed in the requested land use or zoning category for the school concurrency service area(s) impacted;

8.3.2 Analysis of the available capacity within each school concurrency service area impacted; and

8.3.3 Analysis of how the proposed land use or rezoning will affect transportation for school facilities or safety for students.

8.4. Based on the adopted Level of Service for the impacted school concurrency service areas, if adequate capacity is not available or planned to serve the proposed development at the time of review, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, required facility improvements, etc.

8.5. The City and County will consider recommendations of the School Board or School Board staff on the following issues, prior to taking final actions on rezoning requests and comprehensive plan amendments:

(A) Providing school sites and facilities within planned neighborhoods.

(B) Insuring the compatibility of land uses and infrastructure adjacent to existing schools and reserved school sites.

(C) The co-location of parks, recreation and community facilities with school sites.

(D) The linkage of schools, parks, libraries and other public facilities with bikeways, trails and sidewalks.

(E) Insuring the development of traffic circulation plans to serve schools and surrounding neighborhood(s).

(F) Providing offsite signalization, signage, access improvements and sidewalks to serve all schools.

(G) The inclusion of school bus stops and turnarounds in new developments.

(H) School Board comments on comprehensive plan amendments and other land use decisions.

(I) Available school capacity or planned improvements to increase school capacity.

8.6 In formulating community development plans and programs, the City and the County will consider the following issues:

(A) Targeting community development improvements in older and distressed neighborhoods near schools.

(B) Giving priority to scheduling City and County programs and capital improvements that are coordinated with, and meet the capital needs identified in, the School Board's school facilities plan.

SECTION 9. CO-LOCATION AND SHARED USE.

9.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the Educational School Plant Survey. Likewise, co-location and shared use opportunities will be considered by local governments when preparing the annual update to their comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of school and governmental facilities for health care and social services will be considered.

9.2 A separate agreement will be developed for each instance of co-location and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

SECTION 10. RESOLUTION OF DISPUTES. If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures in Exhibit B, attached hereto and incorporated herein.

SECTION 11. AMENDMENT AND TERMINATION OF AGREEMENT. Any party may elect to withdraw from participation in this Agreement upon official action of its governing body and after thirty (30) days written notice to all other parties to this Agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Tallahassee, Leon County, and the School Board of Leon County on this 1 day of Sept, 2006. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the agreement between the parties.

LEON COUNTY, FLORIDA

Vice Chairman

Bill Proctor, Chairman

ATTEST:
Robert B. Inzer, Clerk of the Court

By: _____

APPROVED AS TO FORM:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

LEON COUNTY SCHOOL BOARD

H. Fred Varn, Chairman, School Board
of Leon County, Florida

ATTEST:
James M. Croteau, PhD, Superintendent

By: _____

APPROVED AS TO FORM:

By: _____ 8.22.06
J. Jeffry Wahlen, School Board Attorney

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor

ATTEST:

By: _____
Gary Herndon
City Treasurer-Clerk

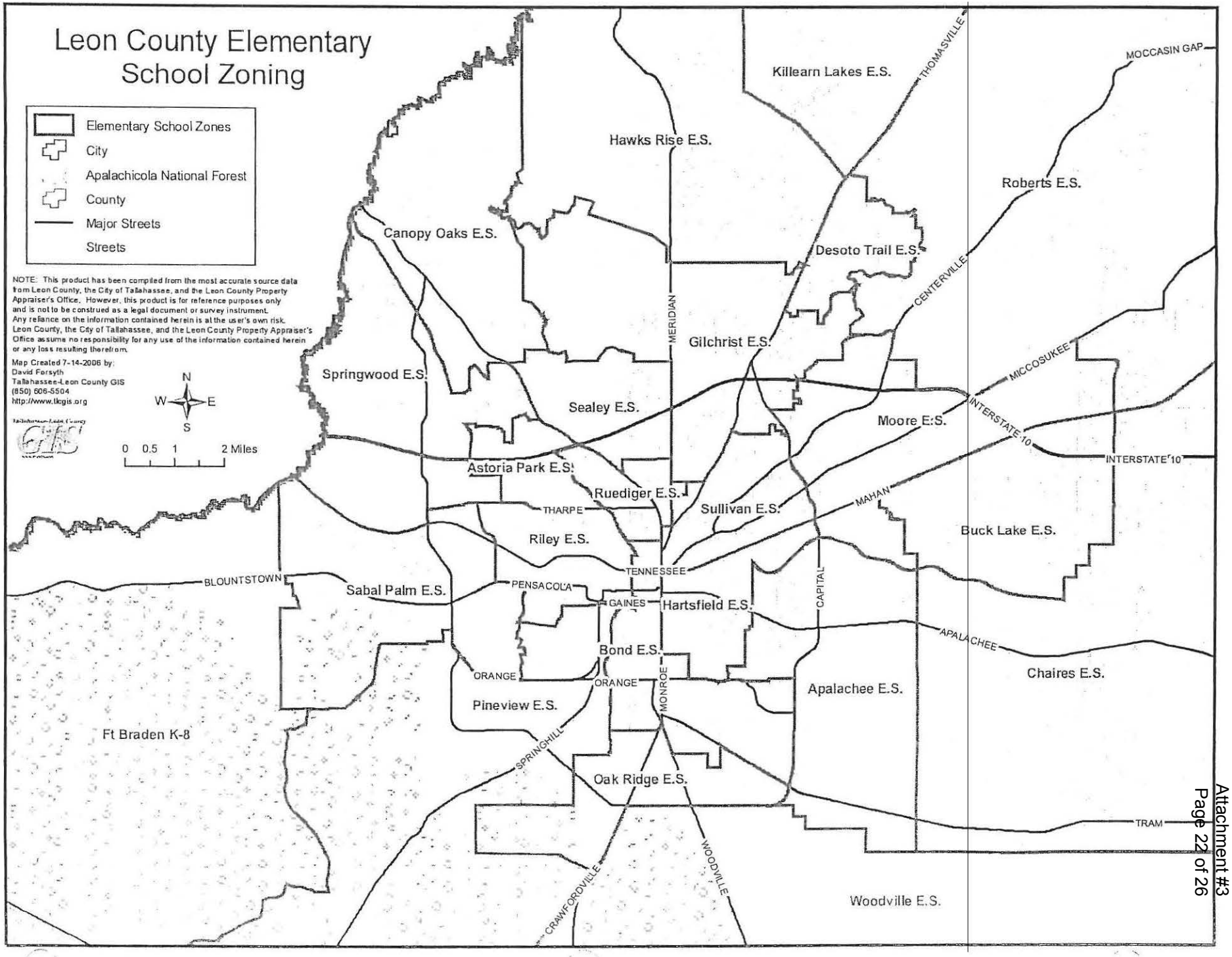
APPROVED AS TO FORM

By: _____
James R. English
City Attorney

APPROVED BY CITY COMMISSION
August 23 2006

EXHIBIT A

SCHOOL ATTENDANCE ZONES


Leon County Elementary School Zoning
Elementary School Zones
City
Apalachicola National Forest
County
Major Streets
Streets
NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.
Map Created 7-14-2006 by:
David Forsyth
Tallahassee-Leon County GIS
(850) 606-5504
http://www.tlcgis.org
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Killearn Lakes E.S.
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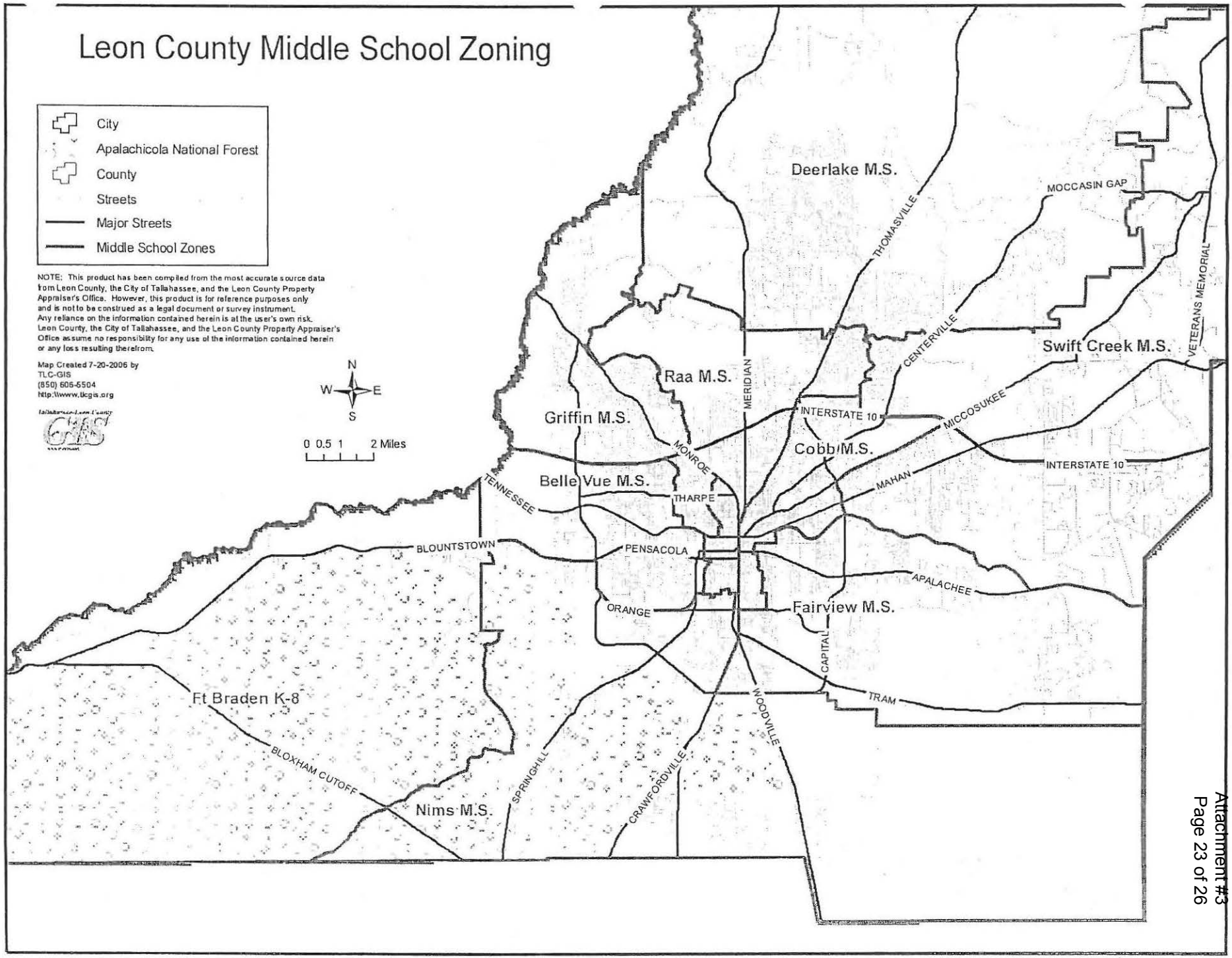
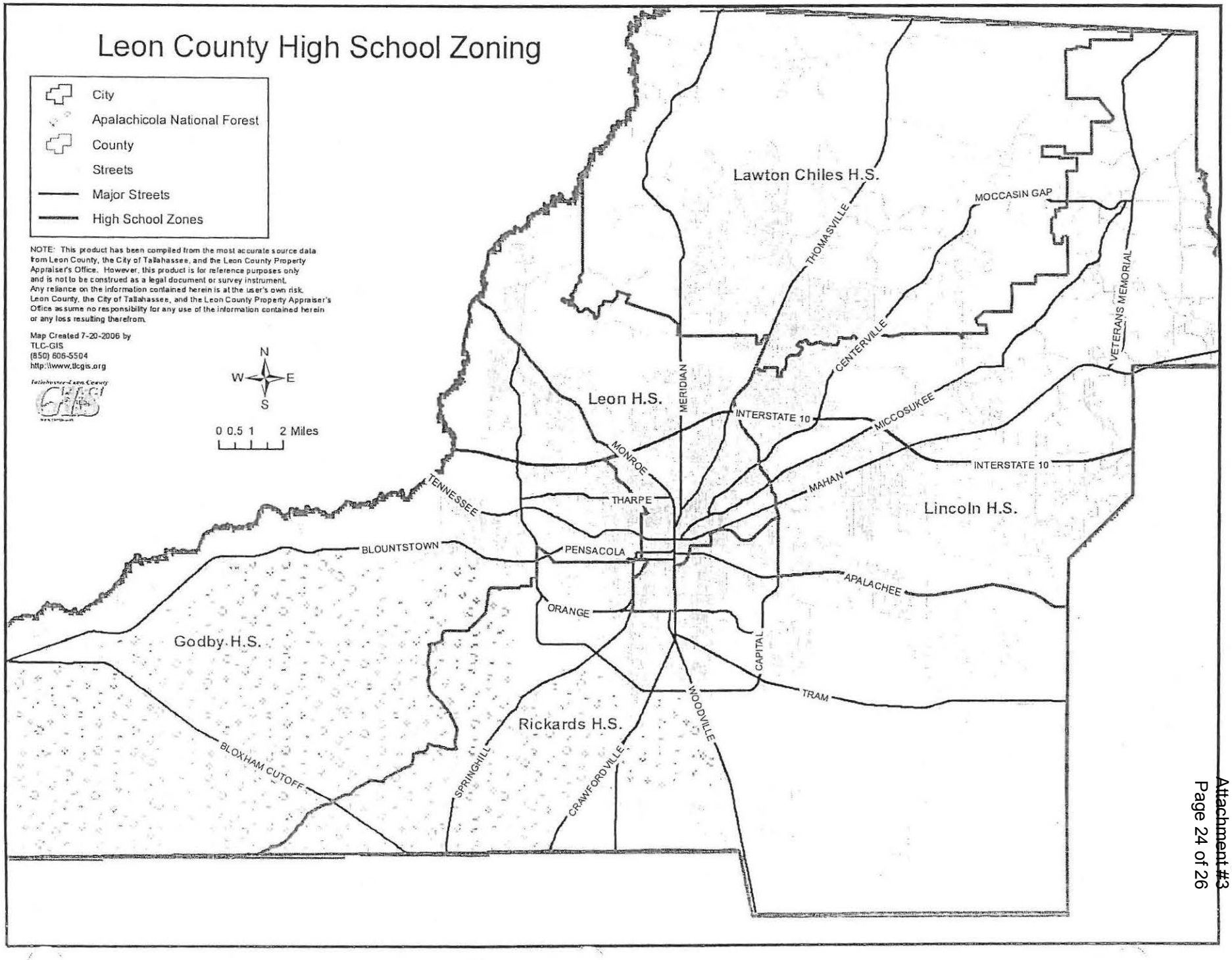
Moore E.S.
Astoria Park E.S.
Ruediger E.S.
Sullivan E.S.
Riley E.S.
Buck Lake E.S.
Sabal Palm E.S.
Hartsfield E.S.
Bond E.S.
Chaires E.S.
Apalachee E.S.
Pineview E.S.
Ft Braden K-8
Oak Ridge E.S.
Woodville E.S.
THOMASVILLE
MOCCASIN GAP
CENTERVILLE
MERIDIAN
MICCOSUKEE
INTERSTATE 10
MAHAN
THARPE
TENNESSEE
CAPITAL
BLOUNTSTOWN
PENSACOLA
GAINES
APALACHEE
ORANGE
MONROE
SPRINGHILL
TRAM
CRAWFORDVILLE
WOODVILLE

Leon County Middle School Zoning




Leon County High School Zoning
City
Apalachicola National Forest
County
Streets
Major Streets
High School Zones
NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.
Map Created 7-20-2006 by
TLC-GIS
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CENTERVILLE
VETERANS MEMORIAL
MERIDIAN
INTERSTATE 10
MICCOSUKEE
MONROE
MAHAN
THARPE
TENNESSEE
BLOUNTSTOWN
PENSACOLA
APALACHEE
ORANGE
CAPITAL
TRAM
WOODVILLE
BLOXHAM CUTOFF
SPRINGHILL
CRAWFORDVILLE

EXHIBIT B

DISPUTE RESOLUTION PROCEDURE

Section 11. Dispute Resolution.

a. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 11. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

c. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. 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 10.100(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.

e. 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).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor 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.

g. 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 and/or utility issues.

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.

Zoning District Chart of Allowable Schools

Zoning District	Elementary	Middle	High School
Rural	Y	Y	Y
Urban Fringe	Y	Y	Y
Urban Activity Center	Y	Y	Y
Rural Community	Y	Y	Y
Lake Protection	Y	Y	N
Lake Protection Node	Y	Y	Y
Residential Preservation	Y	Y	Y
Lake Talquin/Urban Fringe	Y	Y	Y
Industrial	N	N	N
Residential Acre	Y	Y	N
R-1	Y	Y	N *
R-2	Y	Y	N
R-3	Y	Y	N
R-4	Y	Y	N
R-5	Y	Y	N
MH	N	N	N
MR-1	Y	Y	Y
OR-1	Y	Y	N
OR-2	Y	Y	N
OR-3	N	Y	Y
OA-1	N	N	N
C-1	N	N	N

C-2	N	N	Y
CP	N	N	N
UP-1	N	Y	N
UP-2	N	Y	N
M-1	N	N	N
IC	N	N	N
MCN	Y	Y	N
MCR	Y**	Y**	N
NBO	N	N	N
BC-1	N	N	N
BC-2	N	Y	N
BCS	N	N	N
BOR	Y	Y	N
WC	N	N	N

* Expansion of existing high schools is allowed

** Conditional Use

TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT
PLACE - PLANNING, LAND MANAGEMENT AND COMMUNITY ENHANCEMENT

CITY OF TALLAHASSEE

LEON

"People Focused. Performance Driven"

MEMORANDUM

TO: Ryan Culpepper, Administator
Leon County Development Services and Environmental Managment

FROM: Susan Denny, Senior Planner, Land Use Planning
Tallahassee-Leon County Planning Department

THRU: Russell Snyder, Administrator, Land Use Planning
Tallahassee-Leon County Planning Department

DATE: February 11, 2016

SUBJECT: School Siting Ordinance

Description of the Proposed Change:

The intent of the proposed school siting ordinance is to ensure that all elementary and secondary schools, including private and charter schools, are appropriately located in Leon County. Specifically, the proposed ordinance would modify the allowed uses of certain zoning districts to eliminate elementary and secondary (middle and high) schools where they are not compatible and allow them where they are appropriate. It would also modify buffer and access standards for elementary and secondary schools.

Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan

The proposed ordinance is consistent with and advances the aspirations of the Tallahassee-Leon County Comprehensive Plan in a number of ways:

- Land Use Policy 1.11 requires that urban development be directed into the USA. Private and charter schools, by their nature, serve a countywide population and are therefore urban development. The proposed ordinance will prohibit new private or charter schools outside of the USA, except in rural communities where development is directed [Land Use Policy 2.2.11].

- Land Use Policy 1.4.20 prohibits access from local roads for schools that are located within religious facilities. The proposed ordinance prohibits access from local streets for all new charter and private schools, including those within religious facilities.

- Land Use Policy 2.1.1(f) requires visual and sound buffering between community facilities that impact low-density residential areas. The proposed ordinance would require buffering between new schools and all other uses, including low-density residential areas.

- Land Use Policy 2.2.3 (e) requires land use compatibility with residential preservation areas. The policy specifically sites scale, operating hours, noise, traffic and lighting. Given the scale of public and charter schools, the potential adverse impacts to residential neighborhoods would make them potentially incompatible with residential preservation neighborhoods. The proposed ordinance prohibits schools in residential preservation zoning districts.

- Mobility Element Objective 1.1 directs the County to pursue policies that result in a vibrant community with a compact urban form and a mixture of uses to enhance pedestrian and bicycle mobility and transit accessibility. By expanding the school uses in office residential zoning districts, the proposed ordinance will provide a greater range of uses and promote denser development and utilization of non-motorized transportation alternatives.

- Mobility Element Policy 1.4.8 requires Leon County to require development that protects the maximum service volume, safety, and operating characteristics of transportation facilities. The proposed ordinance requires full median access on arterial roadways to private and charter schools to maintain service volumes, operational characteristics and safety.

Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan

Based on the findings above, the Planning Department finds the proposed School Siting Ordinance consistent with the Comprehensive Plan.

NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, April 12, 2016, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; AMENDING SECTION 10-6.613, URBAN FRINGE ZONING DISTRICT; AMENDING SECTION 10-6.615, RURAL COMMUNITY ZONING DISTRICT; AMENDING SECTION 10-6.617, RESIDENTIAL PRESERVATION; AMENDING SECTION 10-6.618, LAKE TALQUIN RECREATIONAL/URBAN FRINGE; AMENDING SECTION 10-6.634; RESIDENTIAL ACRE; AMENDING SECTION 10-6.642, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.643, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.644, OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.647, NEIGHBORHOOD COMMERCIAL DISTRICT; AMENDING SECTION 10-6.650, URBAN PEDESTRIAN DISTRICT; AMENDING SECTION 10-6.651, URBAN PEDESTRIAN DISTRICT; AMENDING SECTION 10-6.654.1, MAHAN CORRIDOR NODE DISTRICT; AMENDING SECTION 10-6.655, NEIGHBORHOOD BOUNDARY OFFICE; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL PEDESTRIAN-ORIENTED DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; AMENDING SECTION 10-6.806, COMMUNITY SERVICES AND FACILITIES/INSTITUTIONAL USES; AMENDING SECTION 10-7.522, BUFFER ZONE STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse
301 S. Monroe St., 5th Floor Reception Desk
Tallahassee, FL 32301

and

Leon County Clerk's Office
315 S. Calhoun Street, Room 750
Tallahassee, Florida 32301

Advertise: April 4, 2016