



APPENDICES

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APPENDIX 1. APPROVED DEVELOPMENT PROJECTS 1995-2005

PD #	Name	Acres	Hotel Units	Mobile Homes	Residential Units SFR	Residential Units MFR	Residential STRS	Non Res SF	Use	Trips/ADT	TRIPS-PHT	Potable GPD	Sewer GPD
PD 00-10	PALM KEY VILLAGE	56		204			204			962	112	73,440	55080
PD 00-14	LOUIS F WOLFF	13						220,000	Commercial	7,950	892	115,000	86250
PD 00-15	RITCHIE BROTHERS	153						85,000	Auction facility	3,800	760	45,000	33750
PD 00-17	ROYAL HOMES, INC	26											0
PD 00-19	PALM KEY VILLAGE	6											0
PD 00-21	ISLAND CLUB RESORT	101				432	432			2,847	251	85,536	64152
PD 00-22	MINUTE MAID RAMP	10			38		38			363	39	13,880	10260
PD 00-23	CONDEV PROP OLD LK WILSON RD	142			224	288	512			4,037	393	137,864	103248
PD 01-1	SWART OFFICE	5						24,675	Office	487	67	9,965	7474
PD 01-1	SWART OFFICE							16,843	Warehouse	83	13		0
PD 01-10	DISTRIBUTION CENTER	77						1,296,800	Warehouse/Industrial	6,328	960	4,500	3375
PD 01-17	TROPICAL LAKES RESORT	94				780			Commercial	7,152	635	157,440	118080
PD 01-2	INVESTORS INC.	3						9,964	Church	228	32	1,700	1275
PD 01-20	US 27 VILLAGE	299			566	217		12,000	Commercial/Retail	6,740	688	281,880	211410
PD 01-22	WINDSOR ESTATES	19			76		75			716	76	27,000	20330
PD 01-23	SCOBAN LLC	22			89					850	90	32,040	24030
PD 01-25	JAHNA CEMENT PLANT ROAD	43				72	72			474	42	14,256	10692
PD 01-28	SAND MINE ROAD	65				604	604			3,540	333	217,440	163080
PD 01-30	BERRY TOWN CENTER	47						166,295	Commercial/Retail	93,402	9,534	53,476	40107
PD 01-30	BERRY TOWN CENTER							133,960	Commercial/Retail	75,240	7,680	45,455	34091
PD 01-30	BERRY TOWN CENTER							125,590	Commercial/Retail	70,540	7,430	50,636	37977
PD 01-30	BERRY TOWN CENTER							74,305	Commercial/Retail	41,735	4,260	29,722	22292
PD 01-30	BERRY TOWN CENTER							104,090	Commercial/Retail	58,464	5,968	41,636	31227
PD 01-31	192 RETAIL JEBAILLY	3						14,400	Retail	8,088	1,440	10,250	7698
PD 01-31	192 RETAIL JEBAILLY							8,050	Warehouse	41	7	100	75
PD 01-33	KEEWIN	182			365		365			3,482	401	131,400	98550
PD 01-5	STONEBRIDGE VACATION HOMES	22			73		73			697	74	26,280	19710
PD 01-6	TRIVOLI MANOR	10			35		35			334	36	12,600	9450
PD 01-7	NATURES RESERVE	10			35		35			334	36	12,600	9450
PD 01-8	SUNSTONE GOLF RESORT	30			92	48	140			1,252	121	50,400	37800
PD 02 11	ISLAND CLUB WEST PHASE 2	26			34		34			1,136	106	36,016	26512
PD 02-22	OAKMONT PD	638			999		999	20,000	Commercial	6,476	641	376,450	282338
PD 02-7	LAKE SAINT CHARLES	80			194					1,634	194	69,480	52110
PD 02-8	FOUR CORNERS	81			207		207			1,980	209	74,520	56890
PD 03-14	GODWIN POLK COUNTY	45			89		89			846	90	32,040	24030
PD 03-23	OLD LAKE WILSON RD	29			67					642	68	24,120	18090
PD 03-3	INMAN GROVES	61			247		247			2,326	245	87,480	65610
PD 03-5	FUJAGO	59			212		212			2,025	214	76,320	57240
PD 04-11	CAMBRIA	9			34		34			325	34	12,240	9180
PD 04-20	FLORIDA PINES PH 4	65			260		260			2,488	262	93,600	70200
PD 04-21	PATTERSON HEIGHTS	19			65					622	66	23,400	17550
PD 04-4	JORDAN PROPERTY	115			259	210	469			3,871	384	134,820	101115
PD 04-6	NATURES EDGE	110			393		393			3,761	397	141,480	106110
PD 05-02										3,315	290		
PD 89-10	OAKHILL									323557	21847		
PD 96-1	THE RIDGE	119						12,000	Commercial			10,250	7688
PD 96-3	TOWN CENTER COMMONS N & BRIST	134			36	260		20,000	Commercial	2,635	279	98,560	43920
PD 96-6	SUNSTONE GOLF RESORT	173			55	799	799	14,000	Clubhouses	5,495	525	450,000	337500
PD 96-6	SUNSTONE GOLF RESORT							40,000	Conference Ctr				
PD 96-6	SUNSTONE GOLF RESORT							12,000	Retail				0
PD 99-1	WESTHAVEN	336			665		665			11,565	1,135	239,400	179550
PD 99-6	WESTBURY	24			115		115			1,088	116	41,400	31050
PUD 00-1	TITAN PROPERTIES	83			237		237			2,264	239	85,320	63990
PUD 00-11	Holly Hill	40			137		137			1,279	135	48,240	36180
PUD 00-16	WINDMILL RANCH	92		509						2,449	286	109,435	82076
PUD 00-3	Spring Hill Estates	73		210						1,011	118	75,600	56700
PUD 00-4	BLR INVESTMENT							93,000	Medical Complex	3,178	300	55,800	41850
PUD 00-6	SUNSET RIDGE	46			179		179			1,709	181	64,440	48330
PUD 00-7	VISTA PARK	55			210		210			2,006	212	75,600	56700
PUD 00-8	OASIS SUN RESORT	22				25	25			290	25	10,250	7688
PUD 96-12	PARADISE WOODS	25			69		69			659	70	24,840	18630
PUD 96-3	THE RIDGE	119		481						2,319	270	66,865	50149
PUD 96-4	NICHOLSON PROJECT	16			137		137			1,289	137	48,600	36450
PUD 96-7	HAMPTON ESTATES	142			471		471			4,240	471	169,560	127170
PUD 97-5	ROYAL PALMS	10			43		43			478	51	18,000	13500
PUD 97-6	BERRY SELF STORAGE	8						30,000	Warehousing	179	18	100	75
PUD 97-7	HIGHLANDS RESERVE	491			799			5,000	Clubhouse	8,307	823	280,950	210713
PUD 97-9	BEVERLY DAWN ESTATES	24				168		3,600	Sales Reception	1,214	121	54,000	40600
PUD 98-1	SWANN MEDICAL	19						20,000	Medical Offices	684	81	12,000	9000
PUD 98-10	FLORIDA PINES	171			625		150	20,000	Commercial	5,963	626	225,000	168750
PUD 98-13	VPCC	248			280	519	519			91,554	9,458	203,600	152700
PUD 98-19	KREBS RES SUBDIV	50				159	159			1,518	160	57,240	42930
PUD 98-2	SOUTH CREEK DVPT	30			110		110			1,051	111	39,600	29700
PUD 98-26	AYLESBURY	10											0
PUD 98-3	WALL GROVE APTS	134			621			35,000	Retail/Town center	12,000	1,200	122,958	92219
PUD 98-5	HOWARD KARST TOWN CENTER	43	194			60	60	30,000	Office	13,167	1,193	92,500	69375
PUD 98-5	HOWARD KARST TOWN CENTER							200,000	Commercial				0
PUD 99-1	WESTHAVEN	336			665		665	30,000	Retail	11,565	1,135	333,150	249863
PUD 99-15	THE LANDING AT TOWN CENTER	80	200			320	320	5,112	Club House	3,849	338	113,360	85020
PUD 99-15	THE LANDING AT TOWN CENTER							52,272	Retail				0
PUD 99-20	IRM	44			167					1,595	169	60,120	45390
PUD 99-21	BAHAMA BAY RESORT	34				498	498			2,565	205	179,280	134460
PUD 99-23		5			20					191	21	7,200	5400
PUD 99-4	SAND MINE ROAD	70				255	255			1,680	148	50,490	37868
PUD 99-5	WALGREENS	13						105,000	Retail/Mini-storage	3,480	322	24,480	18360
PUD 99-7	FOUR CORNERS	112			350					4,100	399	150,950	113213
	Ridgewood Lakes									108332	10747		
	Robert Lazenby									13970	1464		
	Sand Hill Point	10								222	21		
	Whitesides	10								199	19		
	Bella Nova	58								128	124		
	Country Creek	294								10391	1018		
	Four Corners T.C.									49,970	4,997		
	Pittman									1791	187		
	Totals	6,718	394	1,404	9,610	6,905	11,467	3,050,956		1,150,168	106,681	6,524,200	4,893,150



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APPENDIX 2. POTENTIAL BUILD-OUT CAPACITIES OF PROPOSED LAND-USE SCENARIOS

IMPACT ON SURROUNDING ROADWAYS

Based on proposed land uses contained in the North Ridge Conceptual Master Plan the traffic generation estimates⁹ for the proposed land uses and maximum build-out capacity, the anticipated total potential increase in Peak Hour Trips on the roadways within and adjacent to the study area will be 553,911 additional Peak Hour Trips. Please note that this is the cumulative amount of total peak hour trips that may be generated from the ultimate build-out (over 20-25 years) of proposed land uses contained within the conceptual plan. This amount does not include any reductions in potential trip generation due to existing development, and environmental, regulatory or physical constraints that would reduce this amount. The estimated impact per Traffic Generation Zone is shown in the following table.

	PH Trips/	TGZ-2				TGZ-4				TGZ-5				TGZ-6				Total Acres	Total 1000SF/DU
		SQ IN	ACRES	1000SF/DU	TPH Trips	SQ IN	ACRES	1000SF/DU	TPH Trips	SQ IN	ACRES	1000SF/DU	TPH Trips	SQ IN	ACRES	1000SF/DU	TPH Trips		
Regional Activity Center		7.86	1,088.24			2.10	290.75			3.05	422.28			0.00	0.00			1,801.28	30,208.49
% Commercial	0.55	3.74		18,250	68,257			4,876	18,237			7,082	26,486		0	0			
FAR	0.70																		
% Office	0.25	1.56		8,296	12,941			2,216	3,458			3,219	5,022		0	0			13,731.13
FAR	0.70																		
% Residential HC	0.20	0.60		5,441	3,265			1,454	872			2,111	1,267		0	0			9,006.38
Units/Acre	25.00																		
Community Activity Center		0.00	0.00			0.78	107.99			0.00	0.00			0.00	0.00			107.99	
% Commercial	0.70	3.74		0	0			2,305	8,621			0	0		0	0			2,305.06
FAR	0.70																		
% Office	0.15	1.56		0	0			494	771			0	0		0	0			493.94
FAR	0.70																		
% Residential HC	0.15	0.60		0	0			243	146			0	0		0	0			242.99
Units/Acre	15.00																		
Neighborhood Activity Center		0.00	0.00			0.41	56.77			0.79	109.38			0.00	0.00			166.14	
% Commercial	0.70	3.74		0	0			1,212	4,532			2,335	8,731		0	0			3,546.24
FAR	0.70																		
% Office	0.20	1.56		0	0			346	540			667	1,041		0	0			1,013.21
FAR	0.70																		
% Residential HC	0.10	0.60		0	0			85	51			164	98		0	0			249.22
Units/Acre	15.00																		
Business Park		1.93	267.21			5.60	775.34			6.00	830.72			0.00	0.00			1,873.27	45,695.85
% Light Industrial	0.80	3.74		6,518	24,379			18,913	70,736			20,264	75,788		0	0			
FAR	0.70																		
% Office	0.20	1.56		1,630	2,542			4,728	7,376			5,066	7,903		0	0			11,423.96
FAR	0.70																		
% Residential HC	0.00	0.60		0	0			0	0			0	0		0	0			0.00
Units/Acre	0.00																		
Employment Center		0.00	0.00			3.00	415.36			3.50	484.59			0.44	60.92			960.87	5,859.74
% Commercial	0.20	3.74		0	0			2,533	9,474			2,955	11,052		372	1,389			
FAR	0.70																		
% Office	0.65	1.56		0	0			8,232	12,842			9,604	14,983		1,207	1,884			19,044.16
FAR	0.70																		
% Residential HC	0.15	0.60		0	0			935	561			1,090	654		137	82			2,161.95
Units/Acre	15.00																		
Industrial		0.00	0.00			2.00	276.91			2.23	308.75			0.00	0.00			585.66	14,286.29
% Industrial	0.80	3.74		0	0			6,755	25,263			7,532	28,168		0	0			
FAR	0.70																		
% Office	0.20	1.56		0	0			1,689	2,634			1,883	2,937		0	0			3,571.57
FAR	0.70																		
% Residential HC	0.00	0.60		0	0			0	0			0	0		0	0			0.00
Units/Acre	0.00																		
Institutional		0.42	58.15			0.33	45.69			1.37	189.68			0.00	0.00			293.52	1,342.51
% Clinical	0.15	2.91		266	774			209	608			868	2,525		0	0			
FAR	0.70																		
% Commercial	0.15	3.74		266	995			209	782			868	3,245		0	0			1,342.51
FAR	0.70																		
% Office	0.60	1.56		1,064	1,660			836	1,304			3,470	5,414		0	0			5,370.02
FAR	0.70																		
% Residential HC	0.10	0.60		87	52			69	41			285	171		0	0			440.28
Units/Acre	15.00																		
Residential Low		0.00	0.00			0.00	0.00			8.63	1,194.85			0.00	0.00			1,194.85	5,974.26
% Residential	1.00	1.01		0	0			0	0			5,974	6,034		0	0			
Units/Acre	5.00																		
Residential Medium		2.14	296.29			10.19	1,410.84			16.21	2,244.33			6.10	844.56			4,796.02	47,960.19
% Residential	1.00	0.83		2,963	2,459			14,108	11,710			22,443	18,628		8,446	7,010			
Units/Acre	10.00																		
Residential High		0.00	0.00			0.00	0.00			4.46	617.50			0.00	0.00			617.50	9,262.52
% Residential	1.00	0.60		0	0			0	0			9,263	5,558		0	0			
Units/Acre	15.00																		
Total Acres																		12,397.10	
Acres per TGZ																			
Total Peak Hour Trips per TGZ																			
Total Peak Hour Trips																			533,949.70

⁹ Trip Generation, 6th Edition, Institute of Transportation Engineers (ITE), 1997



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Impact on demand for Utility Services

The estimated demand for utility services, water and wastewater services created by the maximum build-out potential of the proposed new residential land uses is approximately 17,204,603 GPD for wastewater and 22,939,471 GPD for potable water. (Residential demand Based on 360 gpd ERU Potable and 270 gpd waste water).

The estimated demand for utility services, water and wastewater services created by the maximum build-out potential of the proposed new non-residential land uses is approximately 14,359,752 GPD for wastewater and 19,146,376 GPD for potable water. (Non-residential demand based .334 of ERU).

The proposed development of the parcels within the study area will require an estimation of the anticipated demand for utility services to ensure provision of adequate capacity. This estimation of future demand is based on proposed land use scenarios and ultimate build out capacities should be included in demand estimation scenarios as part of the Water Supply Master Planning process currently underway. Through identification and inclusion of the ultimate potential demand for potable water based on proposed land uses and ultimate build out, Polk County can begin to allocate the necessary resources and funds to ensure the timely delivery and availability of these services within the 20-25 year development horizon.



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APPENDIX 3. INCENTIVES

Below is a listing of the current incentive programs utilized by the Polk County Economic Development Department and the Central Florida Development Council (CFDC).

EMPLOYEE HIRING AND TRAINING

Through cooperation with area educational institutions and our workforce development partners, the Central Florida Development Council of Polk County coordinates programs that provide workforce talent capable of meeting today's business needs.

Workforce 2020 /Ridge Technical Center and Traviss Technical Center

Workforce 2020, a new program designed to help employers recruit, train and retain employees in a challenging labor market has prospered as a combined effort between the Polk Workforce Development Board and the Central Florida Development Council of Polk County. This program provides employers free guidance and assistance in the form of consultations, seminars and customized training designed to assist business leaders.

The Polk County Public School Board, through two vocational technical centers, provides a wide variety of services to firms in Polk County. The technical centers are capable of offering special training programs custom designed to meet any specialized needs. Business and Industry service training programs are designed to provide quick responses to meet expectations and business requirements. The centers are flexible and can offer classes before, during or after work; with some types of training done at the business location. The centers will work with small or large firms to custom tailor a training program to meet individual company needs. Programs are offered in, but not limited to the following areas:

- Business and Office Practices
- Supervisory Management
- Industrial/Technical Training
- Professional Development
- Health and Safety
- Auto CAD

Workforce Development Board

On-the-Job Training

Employers can receive a reimbursement of up to 50% of wages paid to qualified employees when the company agrees to provide the training. For more information contact our Workforce Development Partners, Workforce 2020 at (863) 534-2529.

One Stop Career Centers

The One Stop Staff will prescreen applicants, take I-9 and application forms and forward potential candidates to the appropriate human resources officers, all at no cost to the company. Interviewing may take place either at the One Stop Office, the employer's business or another designated site.

The One Stop representatives are available to assist in the completion of applications and answer question about the positions available. Current labor information such as average wages by position are available through the local offices or the centralized labor analyst. Companies who already use this service are:

- Pepperidge Farms
- Florida's Natural Growers
- Sherwin Williams
- Publix Super Markets
- Wal-Mart Food Distribution
- McKesson Pharmaceuticals

Quick Response Training Program (QRT)

The Quick Response Training Program is a customer-driven program designed as an inducement to secure new value-added businesses to Florida as well as provide existing businesses the necessary training programs for expansion. The program is administered by Polk Community College and awarded funds will reimburse the local education provider. Contact Steve Hull at Polk Community College: (863) 297-1094 for more information.

Incumbent Worker Training Grant (IWT)

Incumbent worker training is a program designed to retrain existing workers in expanding companies. Priority is given to businesses with 25 employees or less and whose grant proposal represents a significant upgrade in skills. Training location and personnel are flexible.



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Tax and Finance Incentives

In partnership with city, county, and state governments, the CFDC can help qualified businesses secure tax refunds or tax-free bond financing.

Industrial Revenue Bonds

Polk County has been a leader in the issuance of Industrial Revenue Bonds. Bonds are for financing a wide variety of manufacturing projects, and range in amounts from \$2,000,000 to \$10,000,000. The state of Florida also offers an Enterprise Bond program for loans from \$500,000 to \$2 million.

SBA 504 Loans

Florida First Capital Finance Corporation operates the SBA 504 loan program in Polk County for companies interested in purchasing land, buildings and long life equipment. Loans are a partnership between local banks and FFCFC. This program has been used to fund commercial, retail and manufacturing businesses in Polk County.

Qualified Target Industry Tax Refund Program (QTI)

This program, administered through Enterprise Florida, provides tax refunds to pre-approved applicants of up to \$5,000 per new job created with an average credit of \$2,500. New or expanding businesses in selected targeted industries or corporate headquarters are eligible. Industries approved under the QTI program include:

- Corporate Headquarters
- Fabricated Metal Products
- Food and Kindred Products
- Industrial Equipment and Machinery
- Apparel and Other Textile Products
- Electronic and Electric Equipment
- Furniture and Fixtures
- Transportation Equipment
- Paper and Allied Products
- Instruments and Related Products
- Rubber and Miscellaneous Plastics
- Miscellaneous Manufacturing
- Primary Metal Industries
- Back Office Insurance and Finance

Polk County Bonus Incentive (PCBI)*

In an effort to augment the State QTI program and establish a competitive posture both statewide and nationally, Polk County offers the PCBI grant in addition to the State QTI incentive. The intent of this grant is to help offset the new road impact fees and to provide a more competitive posture for Polk County when competing on close deals.

This incentive is based on a calculation of the average private sector wage as used in the State QTI program, and adds an incremental capital investment requirement to determine the number of jobs eligible for the PCBI incentive.

The PCBI grant utilizes a partial tax refund of the additional taxes created by the new companies' capital investment to be applied towards the companies' transportation impact fee.

Manufacturing Equipment Tax Exemption

Sales tax exemptions are available for both new and expanding businesses. Companies locating from outside of Florida may be eligible to have sales tax on equipment waived. Expanding companies already in Florida may have equipment sales tax waived after the company has reached a \$50,000 tax ceiling. Designated new and expanding manufacturing industries locating in Florida are allowed a refund on the 6% sales tax paid on purchases of new machinery and equipment.

Low Cost Recycling Loans

Through our association with Florida First Capital Finance Corporation (888-320-5504), manufacturing companies have access to low cost loans used for the purchase of equipment and machinery to expand industrial recycling activities. The Florida Recycling Loan Program offers long term, fixed rate loans as low as 2% below the prime-lending rate. Loan amounts are available from \$20,000 to \$200,000 with terms up to 10 years.

Summary Of Tax Advantages

No income tax on limited partnerships, No income tax on subchapter S-Corporations, No state personal income tax, no corporate franchise tax on capital stock, no state level property tax, no property tax on business inventories and many others.

Infrastructure and Other Incentives

Economic Development Transportation Fund (EDTF)

Expanding or locating firms are eligible for up to \$2,000,000 in assistance in grants from Enterprise Florida when a project demands improvements in transportation infrastructure. The Central Florida Development Council has secured more than \$14 million in road grant funds to assist companies. The grant will provide \$5,000. in infrastructure improvements for each qualifying job up to 400 jobs. Road grants are generally awarded to manufacturing companies and corporate headquarters. Companies must also ship products out of state or to other countries.



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APPENDIX 4. POTENTIAL COMPLEMENTARY INCENTIVE PROGRAM FOR CONSIDERATION

The following list contains brief overviews of potential incentive programs for evaluation by the North Ridge CRA and CFDC for applicability and utility within Polk County. Key features to ensure performance and satisfaction of obligations by participating companies are the use of multiple year performance agreements which include claw-back mechanisms, surety instruments, performance bonds and letters of credit, requiring annual reports, audits, and the use of partial refunds of taxes paid.

Direct Incentives, TIF Refund, for Mixed Use or Residential Development Projects with substantial Affordable Housing Elements (TIF Refund) or other desirable project. TIF Refund based on amount of capital investment and additional increment. Direct Incentives may be used for companies or development that occurs within Community Redevelopment Areas and makes a substantial capital investment, facility expansion or creates jobs. This program's feature is that companies that locate or expand within a Community Redevelopment Area (CRA) may receive, for set period, a portion of the new increment of the additional ad-valorem taxes generated by their capital investment as a refund after they have paid their annual property taxes. Versions of this refund have frequently been utilized by municipalities to help offset specific development costs, including but not limited to, construction of parking facilities, partial subsidization of rents for targeted services (grocery stores, daycare, retail, etc.) or applied to offset a portion of the development's associated impact fees.

Jobs Growth Incentive. Cash (up-front rather than refund) incentive for job creation, expansion and capital investment by Targeted Industry in CRA. Award recipient enters into Performance Agreement (5year) with Polk-County and secures award with Letter of Credit or Surety Instrument. (General Fund or Economic Development Trust Fund). (Sample Application Package attached Appendix 5)

Self-Assembly Incentives Provides assistance (Legal, Title Work, etc.) and access and coordination with developers, to private property holders to assemble parcels for redevelopment within the CRA area. (General Fund or TIF).

Transferable Development Rights (TDRs). Allows developers to transfer or relocate development rights associated with a specific property to another property located elsewhere. This incentive can be used to enable a property owner to relocate or develop in an alternate location, a specific previously approved project, vested development right, or use that may be incompatible at its current or proposed location due to environmental constraints, adjacent development or anticipated future development. This can be accommodated through the use of deed restrictions and development agreements.



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Inclusionary Housing Ordinance

ORDINANCE NO. 04-O-90AA

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING THE CITY OF TALLAHASSEE LAND DEVELOPMENT CODE, CREATING NEW REQUIREMENTS FOR INCLUSIONARY HOUSING IN SUBDIVISIONS AND SITE PLANS; PROVIDING FOR A FEE IN-LIEU OF CONSTRUCTING INCLUSIONARY HOUSING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tallahassee intends to implement policies 1.2.4, 1.2.5, and 1.2.6 of the Housing Element of the *Tallahassee-Leon County Comprehensive Plan*, which require the City to adopt an ordinance that ensures the implementation of a developer-provided affordable housing contribution for new development located within census tracts where family income is above the county-wide median and in all Target Planning Areas, (TPAs), Critical Planning Areas (CPAs) and Developments of Regional Impact (DRIs) within the City; and

WHEREAS, the City of Tallahassee intends to implement objective 2.1. of the land use element of the *Tallahassee-Leon County Comprehensive Plan*, which requires the city to provide for future mixed residential areas which will accommodate growth and provide a wide choice of housing types, densities, and prices; and

WHEREAS, the City of Tallahassee intends to implement objective 2.1. of the Housing Element of the *Tallahassee-Leon County Comprehensive Plan*, which requires the City to devise and implement a coordinated housing strategy that produces or contributes to the production of at least 15 housing units a year which are affordable for purchase by very low or low income family households, and that this shall be accomplished, in part, through inclusionary zoning for new residential construction or the payment of a fee in lieu; and

WHEREAS, the City of Tallahassee intends to implement policy 2.1.5 of the housing element of the *Tallahassee-Leon County Comprehensive Plan*, which authorizes the city to provide development incentives, including density bonuses, in exchange for the production of affordable housing; and

WHEREAS, the City of Tallahassee intends to implement policy 2.1.14 of the land use element of the *Tallahassee-Leon County Comprehensive Plan*, which authorizes the city to provide density bonuses of up to 25% above the limit otherwise established by future land use classification, in exchange for the construction of affordable housing; and

WHEREAS, the City of Tallahassee intends to implement objective 2.1.8 of the housing element of the *Tallahassee-Leon County Comprehensive Plan*, which requires the City to adopt regulations that provide for the ability to develop a variety of costs and rents within a single planned development to avoid the concentration of low and moderate income residents; and

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WHEREAS, the City of Tallahassee is concerned that new developments within the City include housing affordable to workforce families, that is, families earning low and moderate incomes (70% to 100% of the Metropolitan Statistical Area median income); and

WHEREAS, approximately half of the families in the Tallahassee metropolitan area earn less than \$57,700 annually, based on the most recent economic data. According to the Florida Department of Labor, approximately 38% percent of the metropolitan area labor force is employed in government jobs; about 11% in retail; 10% in education and health care; 8% in hospitality (restaurants and hotels); and, 5% in other services. These are all sectors where most employees may fall within the low and moderate income levels. This is particularly true in the hospitality and service sectors. Being able to afford housing is a challenge for people working in these fields. It is also a critical public policy issue and the City of Tallahassee seeks to ensure that nurses and other health care professionals, teachers, public safety and emergency responders can afford to live within the community they serve; and

WHEREAS, the growing demand for housing affordable to workforce families has not been adequately addressed by the local market. The average new house price in Leon County for the year ending December 31, 2003 was over \$190,000 and over \$200,000 in the northeast quadrant of Leon County. Analysis of the Realtor's Multiple Listing Services for the period of February 2003 to February 2004 reveals very few new housing units on the market affordable to working families, particularly within the northeastern part of the City; a review of houses for sale in the *Tallahassee Democrat* this summer also supports this finding. The City of Tallahassee proposes to respond to the challenge of providing housing for the people that our community depends on; and

WHEREAS, the City of Tallahassee finds it reasonable that new developments with 50 or more owner-occupied residential units in the City include no less than 10% housing as owner-occupied housing affordable to working families; and

WHEREAS, the City of Tallahassee also finds it reasonable to provide a range of options for developers of new developments with 50 or more owner-occupied residential units to respond to the need for workforce housing, including rental housing, off-site affordable housing, and an in-lieu fee; and

WHEREAS, the City of Tallahassee finds it reasonable to provide affordable housing for working families in those portions of the City where income levels are above the area median (primarily, the northern and eastern portions of the City); and

WHEREAS, the City of Tallahassee is willing to offer a variety of incentives, including density bonuses, and considerable flexibility in the design and arrangement of the housing within the development, while safeguarding compatibility with neighboring property; and

WHEREAS, the Tallahassee-Leon County Comprehensive Plan Evaluation and Appraisal Report (EAR) issued in 1997 explored several community planning issues, focusing on four issues in particular: the Urban Service Area; the Southern Strategy Area; infill/redevelopment; and, housing. The EAR documented a significant "spatial mismatch"



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between the north/northeastern portions of the community and the south/southwestern portions. This was shown to be true in terms of both land use patterns and socioeconomic characteristics, with income distributions becoming more unequal (the north and northeast growing more affluent and south and southwest, poorer). Consistent with these observations was the finding that rather than being evenly dispersed throughout the community, almost all of the “affordable housing” opportunities within the urban area were to be found in the south/southwest and very little “affordable housing” existed in the north/northeast. The EAR found that the concentration of affordable housing units within limited areas of the community can have negative social and economic impacts, such as “pockets of poverty”, neighborhoods and blighted areas often associated with high crime rates and low investment in property maintenance and development. The chart below provides information on sales of “affordable” housing units in 1990 and 1995, documenting the severe geographic polarization of affordable housing opportunities.

**Residential Detached Units Sold By Quadrant
1990 & 1995**

	Total	# Affordable*	% Affordable
NE '90	865	70	8%
NW '90	540	229	42%
SE '90	210	145	69%
SW '90	125	110	88%
All Areas '90	1740	554	32%
NE '95	1527	73	5%
NW '95	929	391	42%
SE '95	393	210	53%
SW '95	228	192	84%
All Areas '95	3,077	866	28%

*Note: For 1990, a sales price of less than \$62,456. For 1995, less than \$73,187. This figure represents 2.5 times the upper limit of the household low-income level for the area; a number used extensively in the Comprehensive Plan.

; and

WHEREAS, according to the *Tallahassee Democrat*, “Boomtown for Builders,” March 7, 2004, and the Tallahassee Board of Realtors, this geographic trend of high-priced housing on the “northside” and the lowest-priced housing on the “southside” continues to date, with the average closing price of a single family house in the northeast part of the community in 2003 being well over \$200,000 while the average in the southwest being under \$100,000; and

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WHEREAS, the EAR found that the City’s inclusionary housing policy was a commendable approach in response to the issues of insufficient supply of affordable homeownership housing and geographic overconcentration of affordable housing, but insufficient to meet community needs as measured by the number of affordable units produced (less than a dozen), fee in-lieu revenues obtained (less than \$450,000), and continued skewed geographic distribution of affordable housing; and

WHEREAS, the City of Tallahassee hereby addresses the issues outlined above as follows.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA, AS FOLLOWS:

SECTION 1: This ordinance shall be known as the City of Tallahassee Inclusionary Housing Ordinance. The findings stated above are adopted and incorporated herein by reference.

SECTION 2: Section 9-111, Required improvements, Division 3, Chapter 9, City of Tallahassee Land Development Code is amended as follows:

(l) *Affordable housing.* In subdivision developments of 50 units or more, affordable on-site housing units shall be provided pursuant to Article VI, Inclusionary Housing, herein. ~~policy 1.2.4 of the housing element of the Comprehensive Plan.~~

SECTION 3: Section 9-152, Site plan review process, Division 2, Review and Approval, Article III, Site Plans, Chapter 9 of the City of Tallahassee Land Development Code is hereby amended as follows:

Sec. 9-152. Site plan review process.

(b) *Submittal requirements.* ...

(1) The applicant shall submit to the land use administrator a detailed statement of objectives indicating:

- a. The general purpose of the development;
- b. The density, number and type of dwelling units to be constructed;
- c. The method and time schedule of development and improvements to be made as part of the project; ~~and~~
- d. The type and square footage of nonresidential development including floor area ratios, pervious and impervious surface areas, and other standards as may be required; and



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- e. For any site plan including 50 or more residential units, the applicant shall include a statement indicating whether the residential units are intended to be owner occupied or rental units. For those site plans with 50 units or more intended to be owner occupied, affordable on-site housing units shall be provided pursuant to Article VI, Inclusionary Housing, in this Chapter.

SECTION 4: Chapter 9, Subdivisions and Site Plans, Tallahassee Land Development Code, shall be amended by creating Article VI, Inclusionary Housing, as follows:

ARTICLE VI. INCLUSIONARY HOUSING

Sec. 9-240. Purpose and intent. The regulations and requirements of this article are intended to:

- (a) Promote the health, safety and general welfare of the citizens of the City of Tallahassee through the implementation of the goals, objectives and policies of the Tallahassee-Leon County Comprehensive Plan Housing Element;
- (b) Increase affordable home ownership opportunities within the City;
- (c) Stimulate the private sector production of housing available to families within the range of 70% to 100% of the area median income;
- (d) Facilitate and encourage development that includes a range of housing opportunities through a variety of residential types, forms of ownership, and home sales prices; and;
- (e) Encourage the even and widespread distribution of affordable housing opportunities throughout all portions of the community, including within new developments in fastest growing areas of the community.

Sec. 9-241. Definitions.

In addition to the definitions and rules of construction in section 1-2 of this Code, the following words, terms and phrases, when used in this section, shall have the meanings ascribed to them as set forth below, except where the context clearly indicates a different meaning:

- (a) Area Median Income (AMI). The median family income for the Tallahassee Metropolitan Statistical Area, as published by the US Bureau of the Census and the US Department of Housing and Urban Development, unless otherwise specified.
- (b) Eligible households. Eligible households shall be defined as those households composed of residents of the City earning 70% - 100% of MSA or county-wide median family income, adjusted for size, based upon the most recently published Census or HUD data. In addition:
 - 1) households earning less than 70% of the area median family income but able to secure a first institutional mortgage wherein the lender is satisfied that the household can afford

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principal and interest mortgage payments in excess of 27% of its income, shall be deemed eligible households for purposes of owner-occupied housing provided pursuant to requirements of this ordinance; and, 2) households earning less than 70% of the area median family income but willing to pay rents in excess of 27% of its income, shall be deemed eligible households for purposes of rental housing provided pursuant to requirements set out in this article.

(c) Fee in-lieu. The fee paid by the developer/owner of any primary development as an alternative to providing required inclusionary housing for sale within the primary development.

(d) Inclusionary Unit. A newly constructed dwelling unit offered to an eligible household at or below MASP.

(e) Market-rate Unit. A dwelling unit in a Residential Development that is not an Inclusionary Unit.

(f) Maximum Affordable Rent. The maximum monthly rent that may be charged for an inclusionary rental unit provided in lieu of owner-occupied inclusionary housing provided within the primary development.

(g) Maximum affordable sales price ("MASP"). The initial maximum sales price of an inclusionary housing unit at the time of the effective date shall be \$159,378. Thereafter, the MASP shall be reviewed no less than once every twelve months by the City Commission, and reset, if necessary. The City Commission review shall consider analysis of housing economic information, including supply-side factors, demand-side factors, and financing factors, not limited to the following: consideration MASP computed through the formula used to set the initial MASP; FHA single-family home mortgage limits; CPI, area median income, prevailing mortgage rates, FHFC first-time home buyers bond limit, construction materials costs, and other information as may be deemed relevant.

(h) Metropolitan Statistical Area (MSA). A geographic entity defined by the federal Office of Management and Budget for use by federal statistical agencies, based on the concept of a core area of a city with 50,000 or more inhabitants, or the presence of an Urbanized Area, as defined by the Office of Management and Budget, and a total population of at least 100,000, plus adjacent communities having a high degree of economic and social integration with that core. The Tallahassee MSA consists of the City of Tallahassee, Leon County, Gadsden County, Jefferson County, and Wakulla County, Florida, and all inclusive local governments.

(i) Off-Site Unit. An Inclusionary Unit that will be built at a different location than the primary development.

(j) On-Site Unit. An inclusionary unit that will be built as part of the primary development.

(k) Primary development. A subdivision or site plan including 50 or more housing units intended for sale and owner-occupancy, required to provide inclusionary housing within its physical confines or to provide those in-lieu comparables as authorized by this section.



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(l) Selected census tracts. Those census tracts where the median family income is greater than the Countywide median, based upon the most recently published Census or HUD data.

Sec. 9-242. Applicability.

(a) The requirements of this section shall apply to new development within the urban services area, located within selected census tracts as defined herein, Critical Planning Area (CPA) and Target Planning Area (TPA) zoning districts, and Developments of Regional Impact (DRIs) with 50 or more residential dwelling units intended for owner occupancy. Developments subject to the requirements of this section providing no less than 10% and as much as 100% of the total number of residential dwelling units in the primary development as inclusionary housing units shall be eligible for development incentives as provided in accordance with Section 9-246.

(b) Developments not subject to (a) above, and located within selected census tracts that provide no less than 10% and as much as 100% of the total number of residential dwelling units in the primary development as inclusionary housing units shall be eligible for those development incentives as provided in accordance with Section 9-246.

(c) For the purposes of this section, two or more developments shall be aggregated and considered as one development, if they are no more than 1/4 mile apart and any two of the following criteria are met:

- (1) There is a common interest in two or more developments;
- (2) The developments will undergo improvements within the same five-year period;
- (3) A master plan exists, submitted to a governmental body, addressing all developments;
- (4) All developments share some infrastructure or amenities; or,
- (5) A common advertising scheme addresses all development.

Sec. 9-243. Vested Rights.

Those provisions set out in this article requiring of new development the provision of inclusionary housing units or in in-lieu comparables shall not apply to the development of any property authorized by and consistent with any of the following development orders approved or prior to the effective date of the inclusionary housing ordinance or in application prior to the effective date of the inclusionary housing ordinance and subsequently approved without major modification during the application period: preliminary plat approval; site plan approval; PUD concept plan approval; Development Agreement, approved pursuant to Chapter 163, Florida Statutes; or, DRI Development Order approval. In those instances where the property owner of a vested property applies for a new development order, that if approved, would constitute a major

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modification of the previous development order, that property may lose its vested status as it relates to the provisions of this Article. Any modification to a previously approved development order resulting in the addition of 50 or more dwelling units than previously allowed in the development order approved prior to April 13, 2005 (the adoption date of this ordinance), that were not previously mitigated, shall be subject to the provisions of this article for the increased number of residential dwelling units. Determination as to whether a change to the development order would be constitute a major modification shall be made by the Director of the Growth Management Department or his/her designee, based upon applicable criteria in this code and Chapter 163, Florida Statutes, as may be applicable. Any property owner may instead request that the City Commission make this determination or may appeal staff's determination to the City Commission for reconsideration. In rendering its determination as to vested rights status, the City Commission shall consider staff's recommendation and whether the affected property already complies with this ordinance; has been "built out" in terms of residential development capacity; or, substantially complies with this article. If the City Commission determines that the property substantially complies with this article, it shall also specify those inclusionary housing requirements that thereafter apply to its further development, if any.

Sec. 9-244. Exemptions.

The following shall be exempt from the requirements of this article:

- (a) Multifamily and multi-unit residential units constructed for rental purposes shall not be subject to requirements to provide inclusionary housing; however, multifamily and multi-unit residential units constructed for rental purposes may be provided to satisfy certain requirements for inclusionary housing, as provided herein; condominium residential units intended for owner-occupancy are not exempt and shall be subject to these regulations;
- (b) Nursing homes, residential care facilities, assisted care living facilities, and retirement homes;
- (c) Dormitories and group quarters, as defined by the US Census;
- (d) Manufactured homes shall not be subject to requirements to provide inclusionary housing and may not be provided to satisfy any requirements set forth herein.
- (e) All developments within the Southern Strategy Area, as established in the Tallahassee-Leon County Comprehensive Plan, except for that included within Critical Planning Area (CPA) and Target Planning Area (TPA) zoning districts, or Developments of Regional Impact (DRIs); and,
- (f) All developments within areas designated Lake Protection on the future land use map.

Sec. 9-245. Requirements for Inclusionary Housing.

The following requirements shall apply:



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(a) Number of inclusionary units required. Subdivisions and site plans including 50 or more dwelling units shall provide a minimum of 10% of the units at prices no greater than the MASP. For purposes of this section accessory apartment units shall not be construed as a dwelling or residential unit, either for purposes of determining the number of inclusionary units required or the number of inclusionary units provided.

(b) Calculation of Required Number of Units. The following standards shall be utilized in the calculation of number of inclusionary units required to be provided:

(1) Density Bonus Units: For purposes of calculating the number of inclusionary units required by this section, any additional units provided through use of the density bonus incentives of this article will not be counted in determining the required number of inclusionary units.

(2) Fractional Unit Requirements: In determining the number of whole inclusionary units required, any fractional requirement shall be rounded up to the nearest whole number.

(c) Location of inclusionary units. Required inclusionary housing units shall be provided within the primary development, at an alternative location within the same census tract or, in a contiguous selected census tract, so long as the off-site location is within the urban service area; the option of providing inclusionary housing at an off-site location shall not be available for developments within TPA or CPA zoning districts, nor within DRIs.

(d) Waiver of inclusionary housing requirements. The City Commission may grant waivers of requirements for inclusionary housing if the Commission finds the following:

(1) The application of the requirement would produce a result inconsistent with the goals and objectives of the Tallahassee-Leon County Comprehensive Plan pertaining to the development of the community; or,

(2) If the primary development is part of a larger development, that development furthers the intent of this section through means other than strict compliance with the regulations set out in this section.

(e) Developer financial responsibility. At the time of the approval of any site plan or preliminary plat for any primary development required to provide on-site or off-site, owner-occupied or rental, inclusionary housing units, or buildable lots, as authorized by this section, the applicant shall post a bond equivalent to the fee in-lieu of providing the required inclusionary housing. The City shall retain the bond money in escrow in an interest-bearing account for a period of no less than three years, or other time period agreed upon by the applicant and the City, or until the City has documented that the required inclusionary housing or in-lieu comparables have been provided. Upon documentation that the inclusionary housing requirement has been met in part or in full, the City shall remit that portion of the bond money and interest proportionally equivalent to portion of the inclusionary housing requirement satisfied to the applicant or their assigns. If, after a period of three years, or other time period agreed upon by the applicant and the City, the applicant

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has not demonstrated compliance with the requirement, the bond shall be forfeited and the bond money and interest shall be transferred to the Inclusionary Housing Trust Fund, and may thereafter be utilized for purposes of providing inclusionary housing. In those instances where the applicant has agreed in advance to pay a fee in-lieu of all or a portion of the required inclusionary housing, no bond shall be required to be posted for that amount of the requirement to be satisfied through payment of the fee in-lieu. This provision shall not be available for developments within TPA or CPA zoning districts, nor within DRIs.

(f) Fee in-lieu of providing inclusionary units. As an alternative to providing inclusionary housing units, the owner/developer may pay a fee in-lieu to the City. The fee rate shall be as follows:

- for those developments where the median sales price of housing units is equal to the Maximum Affordable Sales Price (MASP) up to 110% of MASP: \$10,000 per required unit not constructed;
- for those developments where the median sales price of housing units is greater than 110% of MASP and less than or equal to 175% of MASP: \$15,000 per required unit not constructed;
- for those developments where the median sales price of housing units is greater than 175% of MASP and less than or equal to 225% of MASP: \$20,000 per required unit not constructed; and,
- for those developments where the median sales price of housing units is greater than 225% of MASP: \$25,000 per required unit not constructed.

This provision shall not be available for developments within TPA or CPA zoning districts, nor within DRIs.

(g) Multifamily rental housing in-lieu of providing inclusionary units. As an alternative to providing inclusionary owner-occupancy housing units, the owner/developer may provide 1½ multifamily rental units per each owner-occupancy unit not otherwise provided. Rental units provided in lieu of owner-occupancy units shall be provided on-site within the primary development, at an alternative location within the same census tract or, in an adjacent selected census tract, so long as the off-site location is within the urban service area. Rents charged for these rental units shall not exceed the current US HUD's High HOME rent limit by bedroom size in the Tallahassee Metropolitan Statistical Area (MSA). The option of providing off-site multifamily rental housing in-lieu of providing inclusionary units shall not be available for developments within TPA or CPA zoning districts, nor within DRIs.

(h) Residential lots in-lieu of providing inclusionary units. As an alternative to providing inclusionary owner-occupancy housing units, the owner/developer may provide to the City or its designated agent, one residential lot per each owner-occupancy unit not otherwise provided. Lots so provided shall be located on-site within the primary development and each lot shall have sufficient area devoid of environmental constraint to allow construction of a



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residential unit thereupon. The City or its designated agency shall assume responsibility for the development of all lots so provided with inclusionary units.

(i) Establishment of the required number of inclusionary units at time of plan approval. The number and location of inclusionary units required in conjunction with a particular primary development will be determined at the time of preliminary plat or site plan approval. Any of the following changes in the location of any on-site inclusionary housing unit after preliminary plat or site plan approval shall constitute a major modification to the original development order and shall be reviewed accordingly: 1) relocation contiguous to vacant property outside the primary development; 2) relocation contiguous to property outside the primary development developed with less intensive residential use; or 3) relocation contiguous to property inside the primary development, developed with less intensive residential use and not previously intended as the location of inclusionary housing. Determination as to whether the contiguous property is considered less intensive residential use shall be made by the Land Use Administrator.

Sec. 9-246. Incentives for Provision of Inclusionary Housing.

The following incentives shall be available to developments constructing the required number of inclusionary housing units within the primary development:

(a) Additional Development Density. Any development providing inclusionary housing pursuant to this section shall be entitled to a 25% increase in allowable density above that otherwise established by the zoning district in which the development is located. The density bonus provided herein shall only be effectuated consistent with Policy 2.1.14 of the Land Use Element of the Tallahassee-Leon County Comprehensive Plan. To qualify for this bonus, the applicant must include a narrative in the development application describing how the design and orientation of the development seeking the density bonus is compatible with the surrounding land use character, particularly with any low density residential neighborhoods. This narrative shall address building size and massing, site layout and design, architectural characteristics, and landscaping, as well as any other aspects of development that the applicant deems appropriate.

(b) Design Flexibility. The developer of inclusionary housing developments shall be eligible to obtain greater flexibility in development design through application of the following:

(1) Choice of Housing Type. Inclusionary housing units required by this section as well as any provided through density bonus incentive may be provided as single family, duplex, townhouse units, or cluster development within the RP-1, RP-2, and RP-MH zoning districts, and as single family, duplex, triplex, or townhouse units or as units intended for owner occupancy in a condominium, or multifamily residential structure, in other zoning districts provided that the height, setbacks, massing and exterior appearance of the inclusionary units are consistent with other residential units within the development in which they are located.

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(2) Alleviation of Setback and Lot Size Requirements Internal to the Development. Housing units (inclusionary and "non-inclusionary") shall not be subject to yard setback requirements, except for yards adjacent to boundary of the primary development and other property. Housing units (inclusionary and "non-inclusionary") shall not be subject to minimum lot size requirements, except where lots are located adjacent to property outside of the primary development.

(3) Alleviation of Buffering and Screening Requirements Internal to the Development. Inclusionary housing units shall not be subject to requirements for the provision of buffering and screening for purpose of mitigating incompatibility within the primary development. Where adjacent to property outside of the primary development, inclusionary housing units shall be subject to those buffering and screening requirements as set out in this Code as may be applicable.

(c) Expedited Review. The developer of an inclusionary housing development shall be eligible for expedited development review. The developer shall inform the Growth Management Department at the pre-application stage that the development will include inclusionary housing; thereafter, the Growth Management Department shall expedite the review of the application to the fullest extent permitted by law and shall notify other reviewing departments/agencies that the application is required to receive expedited review. Expedited applications are to be reviewed prior to other applications filed on the same date or in the same application period, except for other applications including inclusionary housing or affordable housing, pursuant to Chapter 420.9076, Florida Statutes. Any development order application not directly pertaining to or required for the development of inclusionary housing units shall not be entitled to expedited review. The Director of the Growth Management Department shall serve as the City's liaison to expedite the review and approval process. This provision shall apply to site and development plan applications, subdivision applications, environmental permits, as well to individual building permits for individual inclusionary units.

(d) Deviations to Development Standards for Primary Developments Incorporating Inclusionary Housing. The developer of inclusionary housing seeking deviation(s) to development standards not addressed in subparagraph 2, Design Flexibility, above, shall submit a request for the deviation(s), along with the development application, to the entity with authority to approve the development application. There shall be no fee charged to the developer of inclusionary housing for requested deviations in conjunction with the development of the inclusionary housing. Deviations requested pursuant to this section shall not be required to comply with requirements of Section 9-233 of this Chapter for the granting of a deviation. Instead, requests for deviation under this section shall be subject to demonstrate compliance with the following criteria:

(1) The request for deviation shall specify the standard(s) to be deviated, the extent of deviation, and where the deviation will apply (requests for deviations to setbacks should be expressed in terms of linear feet and, requests for deviations to lot sizes should be expressed in square footage; requests may provided on a graphic plan);



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(2) The deviation shall not result in an increase in gross residential density for the development in excess of the density bonus provided by this section;

(3) The deviation shall not result in conditions detrimental to the public's health, safety, or welfare; and,

(4) The granting of this deviation shall be consistent with the intent and purpose of this section and the Tallahassee-Leon County Comprehensive Plan.

Upon a finding in the affirmative, the entity with authority to approve the application shall grant the requested deviation(s).

(e) Transportation Concurrency Exemption. Within any and all developments wherein inclusionary units are provided under this article, any inclusionary units provided, less than or equal to the requirement for inclusionary units, as well as any provided electively through density bonus, shall be exempt from Transportation concurrency requirements.

(f) Additional incentives. A developer of inclusionary housing may request additional incentives. The City Commission may grant such additional incentives through approval of a development agreement pursuant to Section 163.3220, *Florida Statutes* ("163 Development Agreement") or Planned Unit Development Concept Plan, so long as the Commission finds the following:

(1) The application of the incentive would not produce a result inconsistent with the goals and objectives of the Tallahassee-Leon County Comprehensive Plan; and,

(2) The provision of the incentive furthers the intent of this section.

Sec. 9-247. Compliance Procedures.

(a) General. Approval of an Inclusionary Housing Plan and implementation of an approved Inclusionary Housing Agreement is a requirement of any site plan and preliminary plat subject to the requirements of the inclusionary housing section. An Inclusionary Housing Plan is not required where the requirements are satisfied by provision of residential lots or payment of a fee in-lieu of provision of inclusionary units. The Inclusionary Housing Plan must include:

(1) A site plan that includes the location of the inclusionary units (or lots or areas set aside for inclusionary units), setbacks and lot sizes for inclusionary housing units and other proposed development;

(2) The structure type of inclusionary units (may be a range of types) to be provided;

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(3) The proposed tenure (owner-occupancy or rental) of inclusionary units to be provided;

(4) The structure size (may be a size range) of the inclusionary units to be provided;

(5) The mechanisms that will be used to assure that the units remain affordable, per City Commission Policy, such as resale and rental restrictions, and rights of first refusal and other documents;

(6) For inclusionary units to be provided off-site: the location (including parcel identification number(s)), structure type of inclusionary units and, proposed tenure; and,

(7) Any other information as may be necessary to demonstrate that the development complies with the provisions of this section.

(b) Pertinent Information to be Recorded. The method of compliance with this section, including, as applicable, the number and location of inclusionary housing units, shall be established within the final development order and incorporated through appropriate annotation on the approved site plan or preliminary plat and in an inclusionary housing letter of agreement, signed by all parties, and recorded by the Leon County Clerk of Courts. Where inclusionary requirements are satisfied through the provision of units off-site, the development orders for the primary and off-site development may be issued concurrently or sequentially; however, the site plans or preliminary plats for both developments shall reflect the method the compliance and shall as well be incorporated through appropriate annotation in an inclusionary housing letter of agreement, signed by all parties, and recorded by the Leon County Clerk of Courts.

Sec. 9-248. Appeals of Subdivision and Development Orders for Developments With On-Site Inclusionary Housing.

(a) Appeals. Appeal of a decision by the City Commission to approve, approve with conditions, or deny a subdivision final plat, or any other development order authorizing the development of inclusionary housing shall be considered by the Circuit Court. A party with standing shall have the right to seek review in Circuit Court by petition for writ of certiorari within 30 days from final action on any application.

(b) Attorney's Fees and related costs.

(1) In any civil litigation resulting from the City's approval of inclusionary housing as part of a development order, the prevailing party may receive his or her reasonable attorney's fees and costs from the nonprevailing party. For the purposes of this section, civil litigation shall include administrative proceedings before the Tallahassee-Leon County Planning Commission, the Division of



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Ordinance 04-O-90AA

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Administrative Hearings, Leon County Circuit Court, and any appellate proceedings before the First District Court of Appeal and Florida Supreme Court.

(2) The attorney for the prevailing party shall submit a sworn affidavit of his or her time spent on the case and his or her costs incurred in the civil litigation for all the motions and hearings, including appeals, to the circuit court having jurisdiction or the administrative law judge who presided over the civil litigation.

(3) The circuit court having jurisdiction or administrative law judge may award the prevailing party the sum of reasonable costs incurred in the action plus a reasonable legal fee for the hours actually spent on the case as sworn to in an affidavit.

(4) Any award of attorney's fees or costs, to the extent allowed by law, shall become a part of the judgment or final order and subject to execution as the law allows.

Sec. 9-249. Monitoring and Sunset Review.

The inclusionary housing implementation provisions in this Code shall be monitored to ensure effective and equitable application. Prior to October 1, 2006, the City Manager will present a status report to the City Commission on the implementation of Ordinance No. 04-O-90AA, as codified. Ordinance No. 04-O-90AA shall stand repealed and no longer be effective on October 1, 2007, unless the City Commission conducts a review prior to October 1, 2007 and saves the ordinance from repeal by passing a resolution extending the term of the ordinance, as codified.

Sec. 9-250. Administration.

The housing provisions of this section shall be administered jointly by the Department of Neighborhood and Community Services and the Growth Management Department, or their successors in interest, in consultation with the Tallahassee-Leon County Planning Department. These Departments shall be authorized to provide interpretations regarding the implementation and administration of this section.

SECTION 5: Conflicts. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: Severability. If any provision 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 7: Effective Date. This ordinance shall become effective immediately upon its passage, but compliance with the provisions herein shall not be required prior to October 1, 2005. Any person applying for a site plan or preliminary plat meeting the criteria herein may voluntarily comply with the provisions herein, and shall be entitled to take advantage of the incentives provided herein at any time after passage.

Ordinance 04-O-90AA

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INTRODUCED in the City Commission on the 13th day of October, A.D., 2004.

PASSED the City Commission on the 13th day of April, A.D., 2005.

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Gary Herndon
City Treasurer-Clerk

By: _____
James R. English
City Attorney



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Applications for site plan, preliminary plat, Planned Unit Development (PUD) rezoning, Development of Regional Impact (DRI) development or substantial deviation, Chapter 163 Development Agreement (DA), applications for developments.

Eligible locations: Within selected census tracts as defined by the Inclusionary Housing Ordinance (map), Critical Planning Area (CPA) and Target Planning Area (TPA) zoning districts, and Developments of Regional Impact (DRIs).

Eligible development mix: No less than 10% and as much as 100% of the total number of residential dwelling units, provided as on-site owner-occupied housing, in the primary development; or,

No less than 15% and as much as 100% of the total number of residential dwelling units, provided as on-site rental housing, in the primary development.

Eligible sales price of owner-occupied inclusionary units: To qualify as inclusionary housing units, the sales price must not exceed \$159,378.

Eligible maximum rent of rental inclusionary units: If provided as rental housing, rents shall not exceed the following:

No. of Bedrooms	Efficiency	1 BR	2 BR	3BR	4 BR	5 BR	6 BR	
2005 RENT LIMIT (monthly)		\$488	\$542	\$677	\$900	\$926	\$1065	\$1204

Development Application Submittal Requirements for Inclusionary Housing: To obtain incentives, development applications must comply with the following requirements:

The developer must provide a good faith surety. At the time of the approval of any site plan or preliminary plat for any primary development providing inclusionary housing in exchange for incentives, a bond equivalent to the amount set out in the table below shall be posted by the applicant. The City shall retain the bond money in escrow in an interest-bearing account for a period of no less than three years, or other time period agreed upon by the applicant and the City, or until the City has documented that the inclusionary housing units have been provided. This provision is not applicable for development within Target Planning Areas (TPAs), Critical Planning Areas (CPAs) or Developments of Regional Impacts (DRIs).

Bond value:

- for those developments where the median sales price of housing units is equal to the Maximum Affordable Sales Price (MASP) to 110% of MASP: \$10,000 per inclusionary unit;
- for those developments where the median sales price of housing units is greater than 110% of MASP and less than or equal to 175% of MASP: \$15,000 per inclusionary unit;
- for those developments where the median sales price of housing units is greater than 175% of MASP and less than or equal to 225% of MASP: \$20,000 per inclusionary unit; and,
- for those developments where the median sales price of housing units is greater than 225% of MASP: \$25,000 per inclusionary unit.

Provide an informational statement with the application. Applications where inclusionary housing is to be provided shall include a detailed statement of

development objectives including whether the inclusionary residential units are intended to be owner occupied or rental units. This statement should be included in the application; either in the cover letter, as a note on a site plan or plat, or in a clearly identified location.

Provide an Inclusionary Housing Plan and an approved Inclusionary Housing Agreement. Site plan or preliminary plat applications where the developer is seeking development incentives in exchange for the voluntary provision of inclusionary housing shall include an Inclusionary Housing Plan and implement an approved Inclusionary Housing Agreement.

The Inclusionary Housing Plan must include:

- A site plan that includes the location of the inclusionary units (or lots or areas set aside for inclusionary units), setbacks and lot sizes for inclusionary housing units and other proposed development;
- The structure type of inclusionary units (may be a range of types) to be provided;
- The proposed tenure (owner-occupancy or rental) of inclusionary units to be provided;
- The structure size (may be a size range) of the inclusionary units to be provided;
- The mechanisms that will be used to assure that the units remain affordable, per City Commission Policy 1103, such as resale and rental restrictions, and rights of first refusal and other documents;
- Any other information as may be necessary to demonstrate that the development compliance with applicable requirements.

The Inclusionary Housing Agreement/Method of compliance is required to be recorded upon approval: The method of compliance with the inclusionary housing requirements, including, as applicable, the number and location of inclusionary housing units, shall be established within the final development order and incorporated through appropriate annotation on the approved site plan or preliminary plat and in an inclusionary housing letter of agreement, signed by the property owner, developer, and representative of the City, and recorded by the Leon County Clerk of Courts.

Frequently Asked Questions

1) Where does the inclusionary housing strategy apply?

Answer: Within selected portions of the City of Tallahassee and also to any new development of 50 or more housing units within large developments known as Developments of Regional Impact (DRIs) or located within Critical Planning Area or Target Planning Area zoning districts.

2) Is inclusionary housing required in new development?

Answer: Beginning October 1, 2005, the City of Tallahassee will require new housing developments with 50 or more housing units located in the areas referred to in the answer to question 1 to provide inclusionary housing or meet alternative compliance requirements. Prior to that date, the Inclusionary housing ordinance provides for voluntary compliance in these areas. After October 1, 2005, voluntary compliance will also be available for developments with less than 50 housing units located in the areas referred to in the answer to question 1.

3) Why would a developer be interested in voluntary compliance?

Answer: The inclusionary housing ordinance provides several significant incentives for any developer providing inclusionary housing within their development, including the ability to increase density by 25% above what would be allowed by zoning, the ability to construct different types and arrangements of housing units (such as combining two smaller units to look like one large single-family home), the ability to reduce the minimum lot size, exempting inclusionary units from transportation concurrency requirements, as well other significant incentives.

4) Are inclusionary housing units intended for owner-occupancy or rent?



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Answer: Although the main focus on the inclusionary housing strategy is to provide opportunities for home ownership, there is an option that inclusionary housing may be provided as rental housing. When provided as rental housing, the rental rates are tied to the United States Department of Housing and Urban Development's established rates for rent under the HOME program. Occupants of owner-occupied inclusionary housing units are not allowed to rent the units to other persons during the 10-year period of sales restrictions.

5) How much inclusionary housing is required in a development?

Answer: After October 1, 2005, the number of inclusionary housing units, if provided as owner-occupied units, must be equal to at least 10% of the number of owner-occupied housing units within their development; if the inclusionary units are provided as rental housing, then the number must be equal to at least 15% of the number of owner-occupied housing units within the development. The developer must also provide this quantity of inclusionary housing to qualify for incentives when provided voluntarily.

6) Do the additional housing units provided through the density bonus need to be inclusionary housing units?

Answer: That's encouraged, but it is not a requirement.

7) What is the price of an inclusionary housing unit?

Answer: The maximum price is set at \$159,378. The price will be reviewed annually or more frequently to determine if adjustment is necessary.

8) Can developers pay a fee in-lieu of building the inclusionary housing in their development?

Answer: Until October 1, there will be no reason to do so, as inclusionary housing requirements are voluntary. After that point in time, developers subject to the inclusionary housing ordinance based on their development size and location can elect not to provide inclusionary housing and instead pay a fee of \$10,000-\$25,000 for every inclusionary housing unit that they otherwise would have to provide. The fee is adjusted based upon the sales price of the housing in the development; the higher the sales price, the greater the fee. All inclusionary housing fees collected by the City will be required to be deposited in an inclusionary housing trust fund. The trust fund monies may only be used to support the development or purchase of inclusionary housing units. The ordinance also provides other alternative methods for compliance (see Section 9-245, c, d, and f-h of the ordinance for more information). This provision is not applicable for development within Target Planning Areas (TPAs), Critical Planning Areas (CPAs) or Developments of Regional Impacts (DRIs).

9) What is the income range for persons desiring to purchase or rent an inclusionary unit?

Answer: 2005 Eligible Household Income Limits, by Household Size

10) Do the inclusionary housing requirements apply to existing developments?

Answer: No. However, if existing developments expand by adding 50 or more owner-occupied housing units, the ordinance will generally apply.

11) Do other communities have inclusionary housing requirements?

Answer: Yes. Although not common yet in Florida, many communities in the Washington, D.C. metro area, California, Colorado, North Carolina, the Northeastern U.S., and Illinois have inclusionary housing programs and strategies. In some locales, the programs are referred to as Affordable Dwelling Unit or Moderately Priced Dwelling Unit programs. Many of these programs have similar features and common elements although very few are exactly alike. The inclusionary housing strategy for the City of Tallahassee was developed based to a significant extent upon the practical experience of these other communities.

12) Will developers or the government have to make-up the price difference for

inclusionary housing units?

Answer: No. It is anticipated that the incentives provided in the ordinance will provide the developer with sufficient latitude and flexibility to: a) build a greater number of housing units, thereby off-setting any costs; b) have more flexibility to arrange both inclusionary and market-rate housing on their site, to be able to accommodate more units; and, c) be able to creatively combine housing construction types so that smaller (and therefore, less expensive to construct) units can be provided and aesthetic compatibility within the development maintained.

13) Can developers arrange with a "second party" developer to build their required inclusionary housing development "off-site?"

Answer: Yes, in most instances. The option of providing inclusionary housing at an off-site location isn't available for developments within TPA or CPA zoning districts, nor within DRIs. It is available for other development, so long as the inclusionary housing units are provided within the same census tract or, in a contiguous selected census tract (the green areas on the map) as the development generating the requirement, and so long as the off-site location is within the urban service area.

Potentially, a developer particularly suited to building affordable housing developments could build the inclusionary housing required of one or more developers/developments at an off-site location. The incentives are available at the off-site inclusionary housing development location, and the other developments could be built at 100% market-rate units.

To facilitate this type of arrangement, it will be necessary for both the market-rate and inclusionary housing development orders (for the primary and off-site development) to reflect the method the compliance and be incorporated through annotation in an inclusionary housing letter of agreement, signed by all parties, and recorded by the Leon County Clerk of Courts.

14) The inclusionary housing ordinance allows developers to comply by providing inclusionary housing off-site; are developers still entitled to the incentives if the inclusionary housing is provided off-site?

Answer: They are entitled; however, incentives are not fully transferable. In that, while requirements can be met off-site, the incentives are eligible for use only in the off-site development (that is, the development actually providing the inclusionary housing).

15) The inclusionary housing ordinance allows developers to comply by providing rental inclusionary housing; are developers still entitled to the incentives if the inclusionary housing is provided as rental housing?

Answer: Yes. Incentives would be applicable for on-site rental inclusionary housing development or in the off-site development where the rental inclusionary housing is provided.

16) The inclusionary housing ordinance allows developers to comply by providing the City with lots in the development (that can later be developed by others for inclusionary housing); are developers still entitled to the incentives if lots are provided?

Answer: Incentives are not provided if the developer complies through provision of lots.

17) The inclusionary housing ordinance allows developers to comply by paying a fee in-lieu of providing inclusionary housing; are developers still entitled to the incentives if the fee in-lieu is provided?

Answer: Incentives are not provided if the developer complies through payment of a fee in-lieu.

18) The inclusionary housing ordinance provides developers with an incentive of exemption from transportation concurrency management requirements in exchange for providing inclusionary housing. What is the maximum percentage of housing units in a development that may be exempted from transportation concurrency management requirements through the application of this incentive?

Answer: All of the required inclusionary housing (that is, 10% of the total number of units in the development), plus any additional inclusionary housing provided as a result of the use of the density bonus (that is, up to an additional 25% of the total number of dwelling units in the development); the total maximum percentage of units that could be exempt is 35%.

Development Incentives in Exchange for Inclusionary Housing

Mandatory compliance. Mandatory compliance with the inclusionary housing ordinance is scheduled to begin on October 1, 2005.



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Voluntary compliance in exchange for incentives. Prior to October 1, 2005, applicants for many types of development approval applications within the City of Tallahassee may choose to voluntarily comply with the provisions of the Inclusionary housing ordinance and in exchange obtain development incentives from the City of Tallahassee.

Eligible applications.

The following applications are eligible for incentives: *Site plan; preliminary plat; Planned Unit Development (PUD) rezoning, 163 Development Agreement, Development of Regional Impact (DRI)*

Incentives Available:

- Additional Development Density. Any development providing inclusionary housing pursuant to this section is entitled to a 25% increase in allowable density above that otherwise established by the zoning district in which the development is located.
- Design Flexibility. The developer of inclusionary housing developments shall be eligible to obtain greater flexibility in development design through application of the following:

Choice of Housing Type. Inclusionary housing units may be provided as single family, duplex, townhouse units, or cluster development within the RP-1, RP-2, and RP-MH zoning districts. In all other zoning districts, inclusionary housing units may be provided as single family, duplex, triplex, or townhouse units or as units intended for owner occupancy in a condominium, or multifamily residential structure, provided that the height, setbacks, massing and exterior appearance of the inclusionary units is consistent with other residential units within the development in which they are located.

Alleviation of Setback and Lot Size Requirements Internal to the Development. Housing units (both inclusionary and "non-inclusionary") shall not be subject to yard setback requirements, except for yards adjacent to the exterior boundary of the primary development. Housing units (both inclusionary and "non-inclusionary") shall not be subject to minimum lot size requirements, except where lots are located adjacent to property outside of the primary development.

Alleviation of Buffering and Screening Requirements Internal to the Development. Inclusionary housing units shall not be subject to buffering and screening requirements for purpose of mitigating incompatibility within the primary development. Where adjacent to property outside of the primary development, inclusionary housing units shall be subject to those buffering and screening requirements as set out in this Code as may be applicable.

- Expedited Review. The developer of an inclusionary housing development shall be eligible for expedited development review. The Growth Management Department shall expedite the review of the application to the fullest extent permitted by law and shall notify other reviewing departments/agencies that the application is required to receive expedited review. Expedited applications are to be reviewed prior to other applications filed on the same date or in the same application period, except for other applications including inclusionary housing or affordable housing. This provision shall apply to site and development plan applications, subdivision applications, environmental permits, as well to building permits for individual inclusionary units.
- Modified Criteria for Deviations to Development Standards for Developments Incorporating Inclusionary Housing. Deviation(s) to development standards not already addressed by the Design Flexibility Incentive, above, may be obtained through demonstration of compliance with the following criteria:
 1. The request for deviation shall specify the standard(s) to be deviated, the extent of deviation, and where the deviation will apply (requests for deviations to setbacks should be expressed in terms of linear feet and, requests for deviations to lot sizes should be expressed in square footage; requests may provided on a graphic plan);



2. The deviation shall not result in an increase in gross residential density for the development in excess of the density bonus provided by this section;
3. The deviation shall not result in conditions detrimental to the public's health, safety, or welfare; and,
4. The granting of this deviation shall be consistent with the intent and purpose of this section and the Tallahassee-Leon County Comprehensive Plan.

There is no fee for deviations requested in conjunction with the development of the inclusionary housing.

- Transportation Concurrency Exemption. Any inclusionary units provided, less than or equal to 10% of the total number of units in the development, and any provided through use of the density bonus, shall be exempt from Transportation concurrency requirements.
- Additional incentives. Additional incentives inclusionary housing may be requested. The City Commission may grant additional incentives through approval of a development agreement pursuant to Section 163.3220, Florida Statutes ("163 Development Agreement") or Planned Unit Development Concept Plan.

If you are interested in obtaining these incentives, please review the following then call or e-mail the Planning Department to set up a free consultation.

Inclusionary Housing Links

- Field Guide to Inclusionary Zoning
- Innovative Housing Institute
- Inclusionary Housing: Measuring the Causal Connection
- Montgomery County, Maryland, Moderately Priced Dwelling Unit Program
- Loudoun County, Virginia, Affordable Dwelling Unit Ordinance
- City of Denver, Colorado, Inclusionary Housing Program
- City of Boulder, Colorado, Inclusionary Housing Program
- National Housing Conference
- US Dept of HUD
- League of California Cities, Inclusionary Housing Toolbox
- Florida Housing Coalition
- Florida Housing Finance Corporation
- Tallahassee Lenders Consortium
- GinnieMae
- FreddieMac
- FannieMae
- Federal Home Loan Bank of Atlanta
- Michael Pyatok/Pyatok Architects, Inc.
- Design Matters, Best Practices in Affordable Housing
- Affordable Home Design Advisor
- Affordable Housing: Designing an American Asset
- National Association of Homebuilders, Economic Data



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City Commission Policy 1103

Administration and Implementation of the Inclusionary Housing Ordinance

DEPARTMENTS: Neighborhood & Community Services; Planning; Growth Management; Public Works; Utilities

DATE ADOPTED: , 2005

DATE OF LAST REVISION: N/A

1103.01 Authority: The City Commission

1103.02 Scope and Applicability: This policy shall be used in the administration and implementation of the inclusionary housing ordinance, under Section 9-111, Required improvements, Division 3, Article II, Subdivisions, Chapter 9; Section 9-152, Site plan review process, Division 2, Review and Approval, Article III, Site Plans, Chapter 9; and Article VI, Inclusionary housing, Chapter 9, of the City of Tallahassee Land Development Code.

1103.03 Policy Statement:

- 1) The developer of inclusionary housing shall not be precluded through the application or implementation of the inclusionary housing ordinance from obtaining financial assistance for the inclusionary housing component of a new development in the form of loans, grants, or other assistance as may be available from the City, County, State of Florida, United States Department of Housing and Urban Development, quasi-governmental entities, private lenders, or other non-governmental organizations.
- 2) Homeowners' association or condominium association fees applied within a residential development that includes inclusionary housing units shall not be applied in a manner that distinguishes between inclusionary and non-inclusionary housing units. [Residents of inclusionary housing units shall pay an equal share of homeowners' association fees or similar costs as non-inclusionary housing units.]
- 3) Compliance with the inclusionary housing ordinance shall constitute compliance with the minimum requirements for affordable housing in all Developments of Regional Impact with 50 or more residential units, and in all Target Planning Area and Critical Planning Area zoning districts.

1103.04 Definitions: Words and terminology used here shall have the same meaning as defined within the inclusionary housing ordinance/land development code. In addition, the following term, as used in the Policy is herewith defined:

1103.05 Responsibilities:

- 1) **Determination of eligibility for purchase, rental, and occupancy of Inclusionary Units.** The Neighborhood and Community Services Department shall verify eligibility of households to rent or purchase an inclusionary housing unit. For inclusionary rental units, the Neighborhood and Community Services Department or its designee shall annually verify that each tenant household's income at the time of initial rental and annually thereafter is within the range established in the definition for "eligible households" as appears in the inclusionary housing ordinance.
- 2) **Determination and collection of value of fee in-lieu of inclusionary Units.** The Growth Management Department shall establish the amount of fees owed to the City when the applicant elects to pay a fee in-lieu of providing inclusionary housing unit(s). The Growth Management

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Department shall assure that the payment made by the applicant is for the correct amount. Should it be determined upon the construction and sale of housing units within the applicant's on-site development that the fee paid was insufficient, the Growth Management Department shall suspend any and all future permits until the balance of the required payment has been received. Should it be determined upon the construction and sale of housing units within the applicant's on-site development that the fee paid was in excess of that owed, the Neighborhood and Community Services Department shall inform the Treasurer who shall remit the excess balance, along with any associated interest accrued, to the applicant.

- 3) **Collection and disposition of inclusionary housing fees and bond monies.** Inclusionary housing in-lieu fees and developer financial responsibility bonds due at the time of development order approval shall be paid to the City of Tallahassee Department of Neighborhood and Community Services. The Department of Neighborhood and Community Services shall furnish a receipt as proof of payment to the payer. Copies of the receipt shall be furnished to the City of Tallahassee Growth Management Department, and City Utilities, for authorization for permitting and utility service connection for the development. Copies of the receipt shall also be provided and maintained in the City's official file containing the development order.

Developer financial responsibility bonds shall be tendered in the form of irrevocable surety bonds, irrevocable letters of credit, or other alternative, irrevocable redeemable instrument acceptable to the City. The City shall retain the bond or other instrument for a period of three years, or other time period agreed upon by the applicant and the City. If, within a period of three years, or other time period agreed upon by the applicant and the City, the applicant provides documentation that the requirements for inclusionary housing or in-lieu comparables have been satisfied, the City shall release the bond or instrument to the applicant or their assigns. If after a period of three years, or other time period agreed upon by the applicant and the City, the applicant has not demonstrated compliance with the requirement, the bond or other instrument shall be forfeited and converted to currency and transferred to the Inclusionary Housing Trust Fund, and may thereafter be utilized for purposes of providing inclusionary housing as provided in this policy.

- 4) **Oversight of the Inclusionary Housing Trust Fund.** The Neighborhood and Community Services Department shall oversee the Inclusionary Housing Trust Fund. All disbursements from this fund shall be approved by the director the Neighborhood and Community Service Department or his/her designee according to City Policy.
- 5) **Maintenance of residential lots provided in-lieu of inclusionary units.** The Department of Neighborhood and Community Services shall maintain and dispose of all residential lots provided in-lieu of inclusionary units. The Department of Neighborhood and Community Services shall assume responsibility for the development of these lots with inclusionary units.
- 6) **Maintenance and disposition of residential units if purchased by the City.** The Department of Neighborhood and Community Services or its designee shall maintain and dispose of all inclusionary housing units purchased by the City. As a condition of sale/transfer, these housing units shall be maintained as inclusionary housing units.
- 7) **Assisting the inclusionary housing provider and eligible households in the marketing of available inclusionary housing units.** The Department of Neighborhood and Community Services or their assigns may assist sellers and landlords of inclusionary housing units and eligible households seeking inclusionary housing opportunities through providing information on availability of inclusionary housing opportunities and eligible households. When inclusionary housing units are offered for resale on the market after a period of ownership of no less than three years from the date of original purchase, the Department of Neighborhood Services or their assigns retain the right to arrange and facilitate the purchase of these units by eligible households.

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- 8) **The City maintains right of first resale purchase of City-assisted inclusionary housing units.** The City of Tallahassee or its designee shall maintain the right to purchase any inclusionary unit wherein the City or its designee provided direct financial assistance to the developer, builder, or owner of that unit, including any waivers or reductions of utility fees or charges. If the City or its designee purchases an inclusionary unit pursuant to this provision from the developer or builder prior to first sales to an eligible household, the purchase price shall not exceed a maximum sales price of 100% of the maximum affordable sales price at time of issuance of certificate of occupancy. If the City or its designee purchases an inclusionary unit at any time subsequent to its first sale to an eligible household, the purchase price shall not exceed a maximum sales price of 100% of the maximum affordable sales price at time of resale or the initial sales price of the house inflated over the period of ownership at a rate equal to 2% per annum for that period plus 50% of the value of any improvements made to the property, whichever is greater. In those instances where units are purchased by the City or its designee, they shall be maintained for sale or purchase to other eligible households at prices or rents at or below the maximum affordable sales price or maximum affordable rent, as defined in the inclusionary housing ordinance, in accordance with subsections 1103.064 and 1103.065, below.
- 9) **Penalty for violation. The Neighborhood and Community Services Department shall be responsible for citation of any violations of the inclusionary housing ordinance.** When necessary to ensure compliance, the Neighborhood and Community Services Department shall inform other Departments, such as the City Attorney's Office and the Growth Management Department, to take appropriate action, as described below.
- 10) **Establishment of a designee agency.** The City of Tallahassee may establish one or more agencies to act on its behalf with regard to the administration of any part of this policy.
- 11) **Establishment of a fast-track review/assistance team for inclusionary housing developments.** The City of Tallahassee shall offer technical assistance and expertise to assist the developer to complete the application and review process quickly and successfully, including, assistance with the design of the development and inclusionary housing units. This team is composed of, at a minimum, the following staff: a planner from the Planning Department, a development coordinator from the Growth Management Department, an environmental permitting specialist from the Growth Management Department, a member of the Public Works Department staff, a development coordinator from the City Utilities, and a housing specialist or planner from the Neighborhood and Community Services Department.

1103.06 Procedures:

- 1) **Eligibility for inclusionary units.**
- a. General eligibility. No household may occupy an inclusionary unit unless the City or its designee has first verified the household's eligibility. If the City or its designee maintains a list or identifies eligible households, initial and subsequent occupants will be selected first from the list of identified households, to the maximum extent possible. Eligibility verification shall include review of documents that demonstrate the prospective renter's or owner's total income, such as income tax returns, W-4, or W-2 tax forms for the previous calendar year, documentation of employment along with pay stubs from their current employer, and submit such information on a form approved by the City or City's agent/designee.
- b. Occupancy. Any household who occupies a rental inclusionary unit or purchases an inclusionary unit must occupy that unit as a principal residence.

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- 2) **Limitations and restrictions on eligibility and rent.** The City Commission hereby establishes that rental inclusionary housing units be restricted to occupancy by eligible households and rented at a rate not exceeding the maximum affordable rent for a period of no less than 10 years; thereafter, these units may be rented to any person and at any rent.
- 3) **Limitations and restrictions on eligibility and sales price.** The City Commission hereby establishes that owner-occupied inclusionary housing units be restricted to purchase by eligible households and sold at sales prices not exceeding the maximum affordable sales price for a period of no less than 10 years from the date of sale to the original eligible household; thereafter, these units may be sold to any person and at any price.
- 4) **Sales of owner-occupied inclusionary housing after initial purchase.**
- a. General. Owners of inclusionary housing units that must sell their unit before the termination of the 10-year period of sales price limitation may do so. Notice of intent to sell owner-occupied housing after ownership of less than 10 years shall be provided in writing to the City Neighborhood and Community Services Department or other specified assigns or designated agency no less than two weeks prior to offering the unit for sale.
- b. Remuneration of direct assistance to the City. At the time of sale, or at such point in time as is previously established in contract between the seller and the City, the seller shall remit to the City, the total amount of any direct financial assistance provided to them by the City for purposes of enabling purchase of the inclusionary housing unit, including, but not limited to "downpayment assistance." For purposes of this provision, the amount of remittance shall be equivalent to the "face-value" of the assistance at the time it was provided and shall not include any interest.
- c. Sales within three years of the initial date of purchase. All such sales of inclusionary housing units within three years of the initial date of purchase shall be to another eligible household, as defined in the inclusionary housing ordinance. Electively, the City or their assigns/designated agency may purchase such housing units for purpose of recycling housing to other eligible households. The sales price shall not exceed the Maximum Affordable Sales Price at the time of resale or the initial sales price of the house inflated over the period of ownership at a rate equal to the rate of increase in the CPI all items, for the South US for that period or 2% per annum for that period, whichever is greater, plus 50% of the value of any improvements made to the property.
- d. Sales within the period of three to ten years from the initial date of purchase. Units sold after three years of the initial date of purchase but before the termination of the 10-year period of sales price limitation may be sold to any purchaser, however, the City or their assigns/designated agency shall have first right to consummate such sale to another eligible household as well as to purchase such housing units for purpose of recycling housing to other eligible families at affordable sales prices. The sales price shall not exceed the Maximum Affordable Sales Price at the time of resale or the initial sales price of the house inflated over the period of ownership at a rate equal to the rate of increase in the CPI all items, for the South US for that period or 2% per annum for that period, whichever is greater, plus 50% of the value of any improvements made to the property.
- e. Sales after ten years from the initial date of purchase. Units sold after 10 years from the date of original purchase may be sold to any person at any price.

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- f. Assets acquired by the City. Units acquired from buy-back by the City or their assigns/designated agency should be kept as affordable housing stock, and sold to other eligible households, as may be available. If it is not possible to resell such units to eligible households at or below the Maximum Affordable Sales Price, these units should be sold to other households that the City has recognized as requiring assistance, at as low a price as practicable. Should that not be possible, the City or their assigns/designated agency may sell these units to any person at any price. The revenues from all sales of units bought back by the City or their assigns/designated agency shall be placed in the inclusionary housing trust fund.
- 5) **Rental units.** Rental units will be offered to eligible households at a rent of less than or equal to the amount equal to 100% - 110% of High HOME Rent for the Tallahassee Metropolitan Statistical Area, as established by HUD, and published periodically. The owner or managing entity in control of the rental inclusionary housing units shall annually furnish the Neighborhood and Community Services Department or its designee information to be used for the purpose of certifying the eligibility of tenant. The property owner must obtain and review documents that demonstrate the prospective renter's total income, such as income tax returns, W-4, or W-2 tax forms for the previous calendar year, documentation of employment along with pay stubs from their current employer, and submit such information on a form approved by the City or City's agent/designee.
- a. Selection of Tenants. The owners of rental inclusionary units may fill vacant units by selecting income-eligible households from a waiting list prepared by the City or their designee. In those instances where the rent for inclusionary rental housing is less than or equal to the amount equal to 100% of High HOME Rent for the Tallahassee Metropolitan Statistical Area, as established by HUD, the Section 8 Housing Choice Voucher Waiting List can be used for this purpose. Alternatively, owners may fill vacant units through their own selection process, so long as rents do not exceed 110% of High HOME Rent and provided that rents they publish notices of the availability of these units according to guidelines established by the City. These guidelines may require the owner to identify or describe available units offered for rent to eligible households, state income requirements, indicate where applications are available, state when the application period opens and closes and contact information for additional information. The guidelines can also designate specific newspapers and other media in which a unit's availability may be advertised.
- b. Notification of vacancy. The owners of rental inclusionary units shall notify the City or its designee of any vacancy of rental inclusionary units.
- c. Annual Report. The owner shall submit to the City (Department of Neighborhood and Community Services) or its designee an annual report summarizing the occupancy of each inclusionary unit for the year, demonstrating the continuing income-eligibility of the tenant. The City may require additional information pertaining to the efficiency and effectiveness of the rental aspect of the inclusionary housing strategy. In the case that the City utilizes a designee to administer some or all of aspects of the inclusionary housing strategy pertaining to monitoring renter eligibility and occupancy status, the designee(s) shall forward all reports as required by this section to the City's Department of Neighborhood and Community Services for annual review.
- d. Subsequent rental to income-eligible tenant. The owner shall apply the same rental terms and conditions to tenants of inclusionary units as are applied to all other tenants, excepting any that would preclude compliance with the inclusionary housing ordinance (for example, rent levels, occupancy restrictions and income requirements) or with other applicable government subsidy programs. Discrimination against persons receiving housing assistance is prohibited.

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- e. Changes in tenant income. If, after moving into a rental inclusionary unit, a tenant's household income exceeds the limit for that unit, the tenant household may remain in the unit as long as the household income does not exceed 140% of the income limit. Once the tenant's income exceeds 140% of the income limit, the following shall apply: The tenant shall be given one year's notice to vacate the unit. If within that year, another unit in the development is vacated, the owner may, at the owner's option, allow the tenant to remain in the original unit and raise the tenant's rent to market-rate and designate the newly vacated unit as an inclusionary rental unit affordable at the income-level previously applicable to the unit converted to market rate. The newly vacated unit must be comparable in size (for example, number of bedrooms, bathrooms, square footage, etc.) as the original unit.
- f. Conversion of rental to owner-occupied units. Rental units provided to implement inclusionary housing requirements may be converted to be sold as owner-occupied units. These owner-occupied shall be sold to eligible households and the sales price restricted to the maximum affordable sales price, as provided by the inclusionary housing ordinance, and subject to those term periods and limitations established for owner-occupied inclusionary housing units, and the restrictions upon the maximum affordable sales price and eligible household income of homeowners set forth herein, including that converted owner-occupied inclusionary housing units be restricted to being sold to eligible households and the sales price restricted to the maximum affordable sales price for a period of years equal to 10 minus the number of years it had been rented to eligible households at no greater than the maximum affordable rent.
- 6) **Inclusionary housing units unable to be sold on the market.** In those instances where a property developer has endeavored in good faith to consummate the first sale of an inclusionary housing unit to an eligible household by marketing the unit for sale for a period of no less than 180 days, the property owner may sell the unit to City of Tallahassee or its designee at its originally listed price, so long as that price does not exceed the maximum affordable sales price, as defined in the inclusionary housing ordinance.
- 7) **Phasing of required inclusionary units for developments of more than 100 units allowed.** Developments of more than 100 dwelling units wherein the development requires final approval in two or more site plans or preliminary plats, may meet the requirements for each phase, plat, or site plan separately so long as at the time of the approval of the initial master plan development order (e.g., PUD, DRI) the applicant posts a bond equivalent to the fee in-lieu of 100% of the inclusionary housing requirement for the entire development.
- 8) **Disposition of In-Lieu Fees.**
- a. Inclusionary housing in-lieu fees shall be transferred to the City of Tallahassee Inclusionary Housing Trust Fund. Inclusionary housing trust funds shall be used exclusively for either of the following purposes:
- i. the construction of low- or moderate-income housing within selected census tracts, as defined in the inclusionary housing ordinance/land development code, or within DRIs, CPA or TPA zoning districts with 50 or more residential units; or
- ii. monetary assistance to eligible households, as defined in the inclusionary housing ordinance/land development code, in terms of reducing downpayment or "cash required at closing" for housing located within selected census tracts.
- b. For purposes of implementing the inclusionary housing ordinance, the following activities shall be considered as examples of appropriate uses of fee in-lieu revenues:

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- i. purchase land and or buildings for other affordable housing within selected census tracts or within DRIs, CPA or TPA zoning districts with 50 or more residential units that would be provided to persons that meet the eligibility criteria for inclusionary housing;
 - ii. if approved by the City Commission, payment in full or part of any fees imposed by the City, directly attributable to the development of inclusionary housing units, provide settlement expense, down payment and mortgage write-down assistance to eligible persons or households;
 - iii. purchase and or rehabilitation of rental housing units for conversion to homeownership within selected census tracts or within DRIs, CPA or TPA zoning districts with 50 or more residential units that would be provided to persons that meet the eligibility criteria for inclusionary housing;
 - iv. purchase and or rehabilitation of owner-occupied units within selected census tracts or within DRIs, CPA or TPA zoning districts with 50 or more residential units that would be provided to persons that meet the eligibility criteria for inclusionary housing;
 - v. providing funds to match other state, federal, or other non-governmental homeownership programs that expand homeownership for eligible households within DRIs, CPA or TPA zoning districts with 50 or more residential units; and,
 - vi. contracting with nonprofit developers for development of housing units for sale or rent to eligible households at or below maximum affordable sales price and maximum affordable rent within selected census tracts or within DRIs, CPA or TPA zoning districts with 50 or more residential units.
- 9) **Use of a combination of compliance methods.** Where in-lieu comparables may be provided to comply with the requirements of inclusionary housing requirements, the developer/applicant may utilize a combination of compliance methods, including provision of any portion of the required number of inclusionary housing units and provision of one or more in-lieu comparable compliance method, so long as the method of compliance is approved by the entity with authority to grant development order approval.
- 10) **Restrictions on resale price and rental rates of inclusionary housing imposed by other than the City of Tallahassee.** In those instances where the owner, developer, or resident of any unit receives assistance from entities other than the City of Tallahassee, the resale sales price or rental rate of an inclusionary housing unit may be further restricted through contractual requirement or obligation imposed by the lender, underwriter, or other party to the contractual agreement, for purposes of maintaining the unit as affordable housing stock for other eligible households. Applicable restrictions, if any, shall be specified in the terms of the contract. It shall not be the obligation of the City of Tallahassee to monitor and enforce such terms.

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- 11) **Expedition of review of inclusionary housing applications.** Any application including inclusionary housing shall have a brightly colored cover sheet affixed to it (all copies of the application) that specifies in no less than 3-inch bold face lettering that the application includes inclusionary housing and is to be expedited. In addition, this cover sheet shall specify the date the application was taken into the official review section; what the legally established deadlines are for that application (such as any dates for publishing notice, meeting/hearing dates, agenda item due dates, permit issuance dates); and contact information for staff (from the Planning Department and Neighborhood and Community Services Department) able to provide technical assistance regarding inclusionary housing requirements. In addition, upon receipt of any such applications, the Growth Management Department shall inform the Department director (or chief of staff) of all other applicable development review Departments/Agencies of the application that will be coming to their staff review and that this review shall be expedited. This information is to be conveyed via e-mail followed by hard-copy memorandum.
- 12) **Penalty for violation.** The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with the inclusionary housing ordinance, including:
- a. actions to revoke, deny or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval;
 - b. actions to recover from any violator of this of the inclusionary housing ordinance civil fines, restitution to prevent unjust enrichment from a violation and/or enforcement costs, including attorneys fees;
 - c. revocation of business license;
 - d. eviction or foreclosure; and
 - e. any other appropriate action for injunctive relief or damages. Failure of any official or agency to fulfill the requirements of the inclusionary housing ordinance shall not excuse any person, owner, household or other party from the requirements set forth in the ordinance.

1103.07 Exceptions: Waivers of some or all of the requirements of the inclusionary housing ordinance may be granted by the City Commission, pursuant to the provisions for waiver, provided in the inclusionary housing ordinance.

1103.08 Sunset Provision: This policy is subject to sunset review by the City Commission at least once every five (5) years from the adopted date and thereafter from the most recent date of revision. Revisions to this policy will become effective immediately upon City Commission approval.

1103.09 Effective Date: This Policy shall become effective upon adoption of the inclusionary housing ordinance by the City of Tallahassee.

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MARTIN COUNTY, FLORIDA INTER-OFFICE MEMORANDUM

TO: The Local Planning Agency **DATE:** September 6, 2005

VIA: Nicki van Vonno, AICP **MEETING DATE:**
Growth Management Director September 15, 2005

FROM: David Quigley, AICP **MEMO:** gmp05m.154
Principal Planner

SUBJECT: Inclusionary Housing

I. BACKGROUND

On December 14, 2005, the Martin County Board of County Commissioners (Board) conducted a general workshop on affordable housing issues. The Growth Management Department staff (Staff) presented information on the history of affordable housing initiatives in Martin County, an overview of the current State Housing Initiative Partnership program (SHIP), an assessment of the current challenges of supplying workforce housing, and an overview of possible zoning incentives for supporting workforce housing. Among other things, the Board directed Staff to examine existing models for inclusionary housing programs and to return for another workshop to focus on the various policy issues involved. The Board conducted a second workshop on June 14, 2005, provided direction on the major policy issues, and directed Staff to complete the draft inclusionary housing ordinance and to begin the public review process. The proposed ordinance is provided in Attachment 1.

The Board's initial workshop examined a variety of housing-related issues. The diagram provided in Attachment 2 illustrates the range of existing and potential housing initiatives and how they are related. The diagram provided in Attachment 3 illustrates how the burden of providing affordable and workforce housing might be shared among the community. These diagrams are designed to help illustrate the role that inclusionary housing might play in the County's larger housing program.

Note that Community Land Trusts are another potential housing program that is generating interest in Florida. Community land trusts are private, non-profit corporations, often partially funded and/or heavily supported by local governments, that acquire and hold land, ensuring that it remains available for affordable housing. Staff is continuing to explore the community land trust issue separately from inclusionary housing.

II. GENERAL SUMMARY OF INCLUSIONARY HOUSING

Staff has found that the best single source of background information on inclusionary housing is Inclusionary Zoning: Program Design Considerations (with a Program Design

Checklist), produced by the Enterprise Foundation, a national-level affordable housing advocacy organization (see Attachment 4). Staff used this document as a guide in drafting the proposed ordinance.

Inclusionary housing programs ideally use zoning tools to steer private housing market forces to provide the targeted housing that it is evenly dispersed throughout the community in proportion to other new development. Even though a developer may be required to sell a portion of newly built units at less than the market would normally allow, ideally, the developer makes up the difference by limiting the construction costs going into the inclusionary units, e.g., by limiting amenities, and by using the density and other incentives. Although these are usually for low and very low income housing, it may also be possible for developers to use state or federal housing subsidies in order to make inclusionary housing units cost-feasible. In other words, if the program is functioning properly, the developer is not simply selling a portion of the housing units at a fraction of their true value and spreading the cost among the market-rate homes.

III. LOCAL HOUSING AND RELATED DATA

Staff has compiled data regarding housing and affordability within the County (see Attachment 5). Using census data, Staff has determined that approximately 16.7 percent of the County population falls within the moderate household income range (80-120% of Area Median Income). It is reasonable to assume that inclusionary units will be needed at about this same rate. A 10 to 20 percent set-aside rate is typical for existing inclusionary housing programs. Figures are also provided for housing cost burden. It is generally assumed that housing should not consume more than 30% of household income. The data show that in 1999, about 24% of households in the unincorporated area spent more than 30% on housing. The data also show that younger households and renters are more likely to be cost burdened.

IV. LITERATURE REVIEW AND REVIEW OF EXISTING PROGRAMS

While not yet common in Florida, there are approximately 350 inclusionary housing programs in place throughout the country and Staff has endeavored to use all of the available resources on this topic including:

- Housing and economic data provided by the University of Florida's Shimberg Center for Affordable Housing.
- Model ordinances provided by the American Planning Association's Planning Advisory Service.
- A program design checklist made available by the Enterprise Foundation, a national-level affordable housing advocacy organization.
- Technical advice and other resources provided by 1,000 Friends of Florida's affordable housing program.



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- Technical advice provided by the Florida Housing Coalition, a non-profit organization that provides technical assistance to local governments and others.

To Staff's knowledge, Tallahassee is the only jurisdiction in Florida to have adopted a mandatory inclusionary housing ordinance, although the ordinance does not take effect until October 1, 2005. Palm Beach County currently has a voluntary program. According to the staff of the Florida Housing Coalition, several jurisdictions are considering inclusionary housing ordinances, including Sarasota County, St. Petersburg, Orlando, Tampa and Wilton Manors.

V. PUBLIC REVIEW AND COMMENT

Prior to scheduling this item for the LPA, Staff submitted the draft ordinance to a 30-day public review and comment period. The Growth Management Department's email distribution list includes all individuals and stakeholder groups that have asked to receive notices of land development regulation issues. In addition, Staff has met with a workforce housing committee of the Stuart/Martin County Chamber of Commerce, which includes representatives from the building, development, banking and real estate industries. As of the date of this report, the only written public comment specifically related to the inclusionary housing proposal has come from the Economic Council of Martin County (see Attachment 6 for this and other public comments). The Regional Housing Symposium mentioned in the letter, scheduled for October 27, 2005, will be presented by the Treasure Coast Regional Planning Council. Staff intends to participate in the Symposium but does not believe that the review of the proposed ordinance must be delayed until after October 27, 2005.

VI. CONSISTENCY WITH THE COMPREHENSIVE PLAN

Although the Comprehensive Growth Management Plan (CGMP) does not specifically mention inclusionary housing, the Housing Element provides that the County will explore innovative solutions to affordable housing, including moderate income housing. The most relevant policies are set forth in Section 6.4.A.5 of the CGMP as follows:

5. *Objective. The County shall continue to provide adequate sites for housing for very low, low and moderate income households which currently reside and are projected to reside in unincorporated Martin County.*
 - a. *Policy: Zone lands for housing. Martin County shall ensure that adequate residential land use designations are zoned at densities sufficient to meet current and future housing needs of the County within the urban service district.*
 - b. *Policy: Pursue new innovative programs and concepts in low cost housing. The Affordable Housing Advisory Committee shall continue to investigate innovative concepts that are purported to facilitate the development of very low, low and moderate income housing. Concepts to be investigated may include:*

- (1) *The promotion of innovative design, site plan or construction standards to reduce construction costs and/or infrastructure costs as part of the sustainable community initiative;*
- (2) *The use of density bonuses for projects providing very low and low income housing;*
- (3) *The development of criteria whereby impact fees could be paid by the County for very low income housing developments;*
- (4) *The establishment of a housing trust fund for very low and low income housing. One source of revenue for the housing trust fund could be a local option surtax on documentary stamps for commercial real estate transactions (legislative action is required to allow this revenue source) and/or other sources of funds identified by the Affordable Housing Task Force;*
- (5) *The development of a mortgage program through the Housing Finance Authority for very low, low and moderate income housing;*
- (6) *The promotion of innovative design, site plan or construction standards to reduce construction costs and/or infrastructure costs;*
- (7) *The aggressive pursuit of grant and other funding possibilities.*

The widening gap between household income and housing costs is presenting significant challenges in terms of the County's ability to attract and maintain moderate income workers. The proposed ordinance would adjust the zoning regulations to ensure a sufficient supply of moderate income housing and is thus consistent with the existing goals, objectives and policies of the Housing Element and with the remainder of the CGMP.

VII. RECOMMENDATION

Staff recommends that the LPA find the proposed ordinance consistent with the Comprehensive Growth Management Plan.

cc.
File: LDR - Art. 3, Inclusionary Housing (2005)
Krista Storey, Sr. Assistant County Attorney



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ATTACHMENT 1



BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY

ORDINANCE NUMBER _____

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, AMENDING ARTICLE 3, ZONING DISTRICTS, OF THE LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; ADOPTING SECTION 3.211, INCLUSIONARY HOUSING; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (BCC) has adopted the Martin County Comprehensive Growth Management Plan within which are included goals, objectives, and policies related to the process for review and approval of certain development applications; and

WHEREAS, Chapter 163, Part II, Florida Statutes, requires the implementation of these goals, objectives and policies through the adoption of consistent land development regulations; and

WHEREAS, this proposed amendment to Article 3, Zoning Districts, of the Land Development Regulations, Martin County Code, has received public hearings before the Local Planning Agency and the Board of County Commissioners; and

WHEREAS, The Board of County Commissioners finds the proposed amendment consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA, THAT:

PART 1: Adoption of inclusionary housing requirements.

Section 3.211 is hereby adopted as follows:

Section 3.211. Inclusionary Housing.

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A. Purpose and intent.

The purpose and intent of this Section (3.211) is to:

1. Stimulate private sector production of housing to serve moderate income households in order to ensure that the County can be competitive in attracting and maintaining a local workforce.
2. Encourage development that includes a range of housing opportunities through a variety of rental or sales prices, and a variety of residential unit types.
3. Encourage the even distribution of affordable housing opportunities in all areas of the County wherever new residential development is occurring.
4. Reduce regional commuting by encouraging those who work in Martin County to also live in Martin County.

B. Definitions.

For purposes of this Section (3.211), the following words, terms and phrases shall have the meanings set forth below:

Area median income (AMI) means the median family income for the Fort Pierce/St. Lucie Metropolitan Statistical Area, or Martin County figure if available, as published by the US Bureau of the Census and the US Department of Housing and Urban Development.

Inclusionary housing unit means a newly constructed residential dwelling unit that meets the criteria set forth in Section 3.211.F.

Market-rate unit means a residential dwelling unit that is not an inclusionary housing unit.

C. Applicability.

1. In general. The requirements of this Section (3.211) shall apply to all development applications proposing new residential dwelling units, except as otherwise provided in this



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section (3.211).

2. Exemptions. The following shall be exempt from the requirements of this section:
 - a. The construction or replacement of single-family, mobile home, or duplex dwelling units on lots lawfully established prior to the effective date of this Section 3.211, where site plan approval is not required pursuant to Article 10 of the Land Development Regulations.
 - b. The redevelopment or reconstruction of residential development sites, such as multi-family developments and mobile home parks, where such redevelopment does not involve the development of additional residential dwelling units.
 - c. The construction of accessory dwelling units, as defined in Section 3.3 of the Land Development Regulations.
 - d. Applications for final site plan approval for projects that are otherwise consistent with a master site plan approved prior to the effective date of this ordinance. Except for projects approved as a Development of Regional Impact, where the timetable of development in the approved master site plan has expired, subsequent amendments to such master plan and any associated final site plans shall be required to comply with the provisions of this section in the same manner as new development. The provisions of this section shall not apply to any Development of Regional Impact approved prior to the effective date of this ordinance.
 - e. Public or private institutional residential facilities intended to house specific, special needs populations in a group setting, such as residential care facilities; halfway houses and hospitals.
 - f. Residential facilities associated with any public institutional use.
 - g. Residential development proposals designed to provide affordable housing to households making less than 100 percent of AMI, where legally enforceable affordability controls will be in place for at least 15 years after the initial occupancy.
 - h. Temporary housing associated with post-disaster recovery as determined appropriate by the County Administrator.
 - i. Residential developments proposed in areas designated Agricultural, Agricultural Ranchette, Rural Density, Rural Heritage or Estate Density (1 unit per acre) on the Future Land Use Map.

D. Requirements for Inclusionary Housing.

Note: Using census data, Staff has determined that approximately 16.7 percent of the County population falls within the moderate household income range (80-120% of AMI). It is reasonable to assume that inclusionary units will be needed at about this same rate. A 10-20 percent set-aside rate is typical for inclusionary housing programs in other parts of the country.

1. Number of inclusionary housing units required. A minimum of 12 percent of new residential dwelling units proposed within any residential development application shall be inclusionary housing units.
2. Calculation of Required Number of Units. The total number of residential dwelling units proposed shall be multiplied by 0.12. Fractional units of 0.5 or greater shall be rounded up to

the nearest whole number while fractional unit of less than 0.5 or shall be rounded down to the nearest whole number.

Note that projects with less than 12 dwelling units would not be required to provide inclusionary housing.

3. Required income range. Upon establishing the required number of inclusionary housing units, each inclusionary housing unit shall be identified as serving a maximum household income of 80, 100 or 120 percent of AMI. The inclusionary housing units shall be distributed across these three categories as evenly as possible provided that, where the total number of inclusionary housing units is not evenly divisible by 3, the distribution of the remaining fractional units shall be at the discretion of the applicant.
4. Location of inclusionary housing units. Residential developments proposed in areas designated Low Density, Medium Density, High Density or Mobile Home Density on the Future Land Use map shall be provided on the same parcel as the market rate units ("on-site"). For residential developments proposed in areas designated Estate Density (2 units per acre) the landowner may either provide the required inclusionary housing units "on-site" at or by way of the alternative compliance provision of paragraph G, below.

NOTE: The original proposal provided that all residential projects were required to provide inclusionary housing, with those areas allowing less than 5 UPA having the ability to satisfy the requirement via alternative compliance. While it may seem logical to require all housing developments to provide a "fair share" of workforce housing, in the Estate (1 UPA), Rural, Rural Heritage, Ag. Ranchette and Agricultural areas, the density and/or lot sizes restrictions imposed by the Comprehensive Plan generally prevent these areas from using the lot size reduction provision, which would be the primary incentive feature in those areas. In other words, if these rural and agricultural areas cannot reasonably provide the required units "on-site" and cannot make use of the incentives provided, these inclusionary housing regulations would be more akin to an affordable housing "tax" on such landowners.

5. Minimum standards. Where more than 50 percent of the proposed market-rate dwelling units will be larger than 1,200 square feet, the required inclusionary dwelling units shall have a minimum of three bedrooms and a gross floor area of 1,200 square feet. Where 50 percent or more of the proposed market-rate dwelling units will be smaller than 1,200 square feet, the required inclusionary dwelling units should be similar in size to the market-rate dwellings.
6. Completion of market-rate and inclusionary housing units. No more than 50 percent of the market-rate units within a particular development shall be granted a certificate of occupancy until the required inclusionary housing units within such project or phase are eligible to receive a certificate of occupancy. In the case of a phased development, no more than 50 percent of the market-rate units within a particular phase shall be granted a certificate of occupancy until all of the inclusionary housing units included in such phase are eligible to receive a certificate of occupancy.
7. Affordability period. Once established via approval of a final site plan, inclusionary housing units required by this Section (3.211) shall continue to be restricted as inclusionary housing



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units for a period of 20 years from the date of approval of the final site plan.

8. Restrictive covenants. As part of the application for a final site plan, the applicant shall provide draft restrictive covenants, identifying particular dwelling units as inclusionary housing units. The draft restrictive covenants shall specify the method of compliance with this section (3.211) and must be in a form acceptable to the County Attorney. Where a plat is required in conjunction with the final site plan, the applicant shall be required to record the restrictive covenants in the Official Records of Martin County in conjunction with the approval of the plat. Where no plat is required to implement the final site plan, the applicant shall record the restrictive covenants in conjunction with the final site plan.

E. Incentives for Provision of Inclusionary Housing.

The following incentives shall be available to developments constructing the required number of inclusionary housing units as part of a larger residential development.

1. Choice of Housing Type. Despite any provision to the contrary in Article 3, Zoning Districts, of the Land Development Regulations, inclusionary housing units may be made up of any type of residential dwelling unit otherwise allowable in the zoning regulations and consistent with the Comprehensive Growth Management Plan, specifically excluding mobile homes. In zoning districts where mobile homes are a permitted use, the inclusionary housing units may be made up of any type of dwelling units which are otherwise consistent with the Comprehensive Growth Management Plan, including mobile homes.
2. Alleviation of Lot Size Requirements. Despite any provision to the contrary in Article 3, Zoning Districts, of the Land Development Regulations, a development providing inclusionary housing units shall not be subject to the minimum lot area requirements of the particular zoning district provided that the resulting gross residential density of the development is no more than 20 percent higher than would have been possible if the site were developed for single-family detached dwellings using the minimum lot area requirements set forth in the particular zoning district and provided that the resulting development otherwise complies with the policies of the Comprehensive Growth Management Plan

Note: Most inclusionary housing programs use density bonuses as the major incentive. The above modifications of zoning criteria are currently the only way to increase densities and may have to suffice until a Comprehensive Plan amendment can be considered.

OPTION E1:
Provide incentives only for "on-site" provision of inclusionary housing units.

OPTION E2:
Require projects that will vary from the normal zoning standards to follow the same procedures as a PUD development but with the understanding that additional exactions, such as school or park sites, will not be sought by the County. [The advantage of using the PUD process is that the variation from the normal zoning standards would be memorialized in the PUD documents].

F. Compliance Procedures.

1. Occupancy by eligible persons only. No person shall sell, purchase, rent or lease an inclusionary housing unit created pursuant to this section (3.211) except to income eligible households and in compliance with the administrative provisions set forth in this paragraph (F).
2. *Determination of income eligibility.* Prior to purchasing, renting, leasing or occupying an inclusionary housing unit, the head of the household shall submit an application to the Martin County Growth Management Department. The Growth Management Director shall have the authority to create application forms and to require such documentation as necessary to determine compliance with the provisions of this paragraph (F).

Note: Staff anticipates that the above income qualification process will be conducted as an extension of the existing SHIP program.

3. Maximum household income. For the purchase, rental, lease or occupancy of an inclusionary housing unit, an eligible household will have a combined household income of no more than 80, 100 or 120 percent of AMI, depending on the classification of the unit as established in Section 3.211.D.3. The maximum household income ranges, including the adjustments for family size, shall be as set forth in the Martin County Local Housing Assistance Plan (LHAP), as amended from time to time.
4. Requirements for purchase of inclusionary housing units.
 - a. Maximum initial sales price. The maximum initial sales price for an inclusionary housing unit shall be the same as the maximum sales price used for the First Time Home Buyer Program set forth in the Martin County Local Housing Assistance Plan, as amended from time to time.

Note: The maximum sales price for the First Time Home Buyer Program is currently set at 90% of the median sales price for the area.

- b. Maximum resale price. Once an inclusionary housing unit as been initially sold to a qualified buyer, the maximum resale price during the affordability period set forth in Section 3.211.D.7 shall be no more than five percent per year based on the previous sales price, prorated as necessary. For example, where an inclusionary housing unit initially sells for \$250,000, the maximum sales price after three and one-half years is \$293,750 [$(\$250,000 * 3.5 * 0.05 = \$293,750)$].
5. Requirements for rental or lease of inclusionary housing units.
 - a. Maximum monthly rent. The maximum monthly rent for an inclusionary housing unit shall be the same as the High HOME Rent Limit as determined by the U.S. Department of Housing and Urban Development's (HUD) for the Home Investment Partnership Program (HOME), using the most recent available figures.



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

G. Alternative Compliance.

While provision of the required inclusionary housing units "on-site" is the preferred form of compliance, the Board of County Commissioners may allow other forms of compliance as set forth in this subsection (G).

1. Fee in-lieu of providing inclusionary housing units. For each required inclusionary housing unit not built "on-site", the applicant for the residential development shall pay a fee into the Affordable Housing Fund equal to 25 percent of the difference between the median estimated sales price of the proposed market rate units within the development and the maximum sales price for a new home under the First Time Home Buyer Program set forth in the Martin County Local Housing Assistance Plan, as amended from time to time. For example, if the current maximum sales price is \$190,000 and the estimated median sales price of the proposed market rate units is \$300,000, the fee in-lieu for each required inclusionary unit is:

$$[\$300,000 - \$190,000 = \$110,000 * 0.25 = \$27,500]$$

For purposes of this subsection (G), Affordable Housing Fund means a fund controlled by the Martin County Board of County Commissioners which is solely dedicated to the provision of affordable housing within Martin County.

2. Other forms of compliance. The Board of County Commissioners shall have the discretion to allow other forms of compliance to satisfy the intent of this Section (3.211) as deemed appropriate on a case-by-case basis. Other forms of compliance may include, but are not limited to, the donation of land for future affordable housing development or the rehabilitation of existing residential units.

H. Monitoring and Periodic Review.

The Martin County Growth Management Department shall publish a report at least once per year analyzing the productivity and impact of these provisions, as well as market and other socioeconomic conditions influencing the implementation of these provisions. The report shall provide recommendations to the Board of County Commissioners for modification of the inclusionary housing implementation provisions as appropriate. It is recognized that changes in economic conditions may result in the need to amend this section annually or more frequently to ensure that the standards included therein, such as the maximum affordable sales price, remain reflective of current economic and housing market conditions.

PART 2: APPLICABILITY OF ORDINANCE.

This Ordinance shall be applicable throughout the unincorporated area of Martin County.

PART 3: CONFLICTING PROVISIONS.

Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, Martin County ordinances, County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict except for ordinances concerning either adoption or amendment of the Comprehensive Plan, pursuant to Chapter 163, Part II, Florida Statutes.

PART 4: SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 5: FILING WITH THE DEPARTMENT OF STATE.

The clerk shall be and is hereby directed forthwith to send a certified copy of this ordinance to the Bureau Of Administrative Code, Department of State, R.A. Gray Bldg., Room 101, 500 S. Bronough Street, Tallahassee, FL 32399-0250.

PART 6: CODIFICATION.

Provisions of this ordinance shall be incorporated into the Martin County Land Development Regulations, except that parts 2 through 7 shall not be codified. The word "ordinance" may be changed to "article," "section," or other word, and the sections of this ordinance may be renumbered or re-lettered.

PART 7: EFFECTIVE DATE.

This ordinance shall take effect upon filing with the Office of Secretary of State.



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

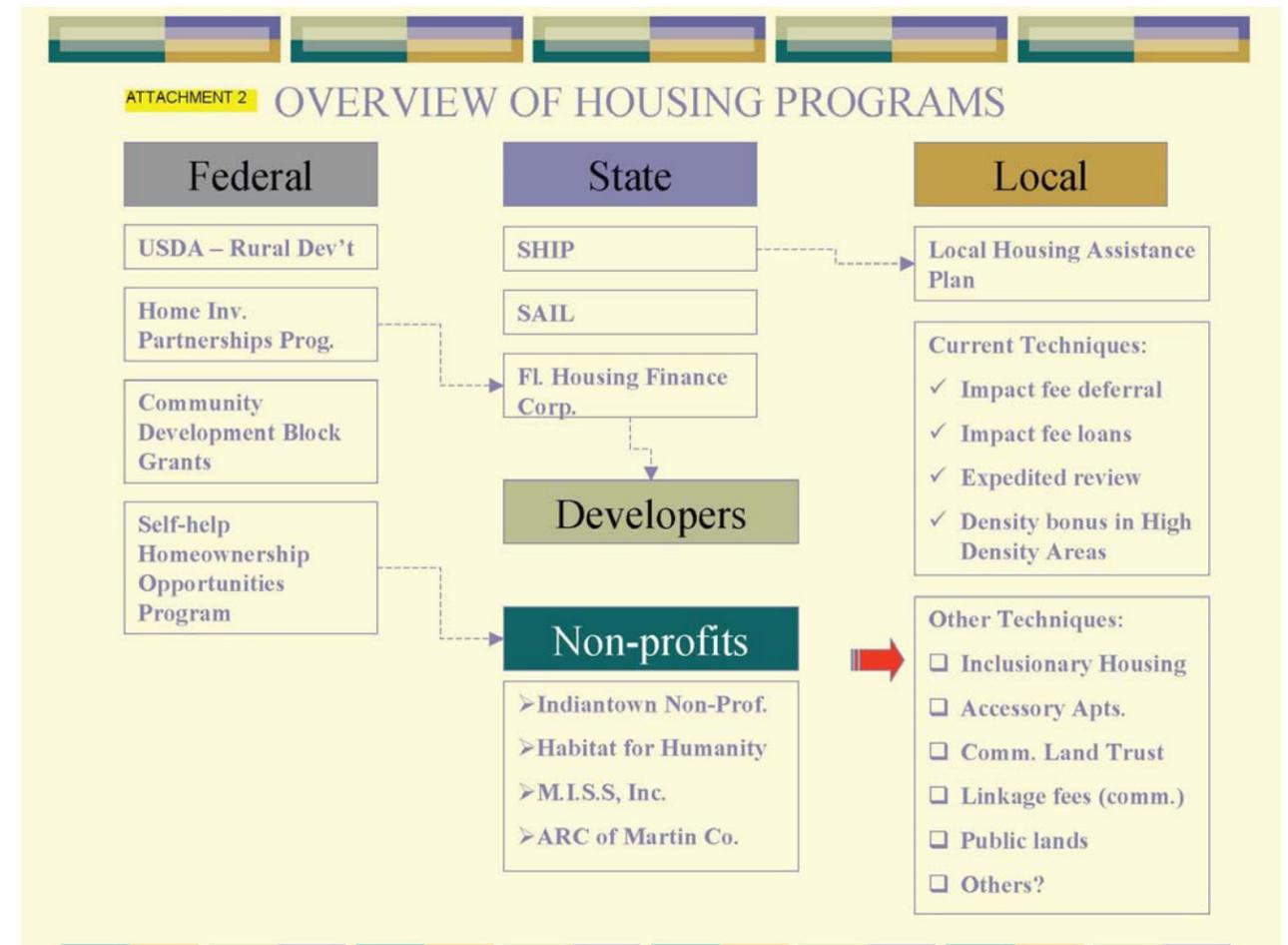
PASSED AND DULY ADOPTED THIS ____ DAY OF _____, 2005.

ATTEST: BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

MARSHA EWING, CLERK LEE WEBERMAN
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

STEPHEN FRY
COUNTY ATTORNEY





APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

ATTACHMENT 4

THE ENTERPRISE FOUNDATION
ENTERPRISE RESOURCE DATABASE™

INCLUSIONARY ZONING: PROGRAM DESIGN CONSIDERATIONS (WITH A PROGRAM DESIGN CHECKLIST)

An Enterprise Foundation Issue Brief

DOCUMENT SUMMARY:

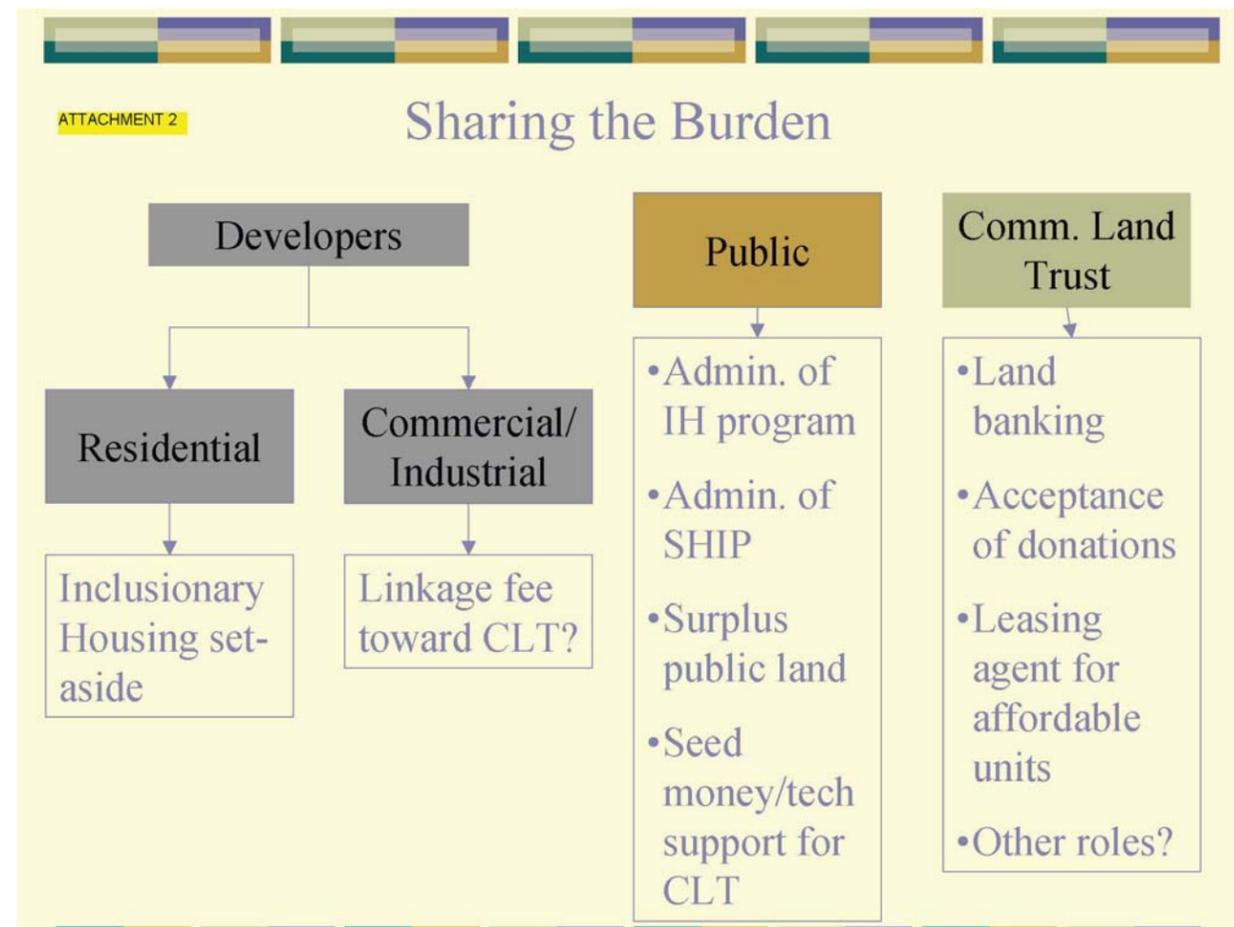
The following document discusses many of the major considerations involved in designing an inclusionary zoning program for the purpose of creating more affordable housing in a community.

Topics covered are:

- Appropriate markets for inclusionary programs
- Mandatory versus voluntary programs
- Impact on landowners and developers
- Need for economic analysis of proposals
- Nexus argument
- Definition of affordable housing
- Applicability of guidelines
- Qualifying individual households
- Percentage and types of affordable housing required
- Construction standards
- Nature and duration of affordability controls
- Provision of affordable housing on-site and off-site
- Payments in lieu of providing affordable housing
- Regulatory agreements and enforcement
- Compensating benefits to developers
- Desired results of guidelines

ATTACHMENT 2

Sharing the Burden





APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Attached at the end of the document is a shorter program design checklist that addresses similar issues more succinctly.

LIMITATIONS OF DOCUMENT:

- Programs of this type are most applicable to strong real estate markets where increasing market prices of land have forced out most affordable housing construction.
- Because of its brief and summary nature, this document does not describe in detail: (1) legal issues, (2) examples of local programs, (3) the general effectiveness of such programs, or (4) many day-to-day administrative issues.
- The brief does not address staffing requirements or internal costs to local governments that implement these programs.

SOURCE OF DOCUMENT:

Author: Peter Werwath, Senior Program Director, Research, Evaluation and Documentation Division, The Enterprise Foundation. The checklist was produced under a contract with the City of Santa Fe.

INCLUSIONARY ZONING: PROGRAM DESIGN CONSIDERATIONS (WITH A PROGRAM DESIGN CHECKLIST)

An Enterprise Foundation Issue Brief

General Considerations

- **What is inclusionary zoning?** The term refers to local ordinances or guidelines that require or encourage residential developments to include a certain percentage of affordable housing. Inclusionary rules are usually triggered by the filing of a residential site development proposal; this sometimes involves a rezoning or annexation. The housing may be on-site or off-site. Often, payments may be made to a trust fund in lieu of building housing. Similar programs affecting non-residential rezonings are called "linkage" programs and are not discussed here.

- **Who benefits?** The poorest households are obviously most in need of affordable housing. Yet most programs are aimed at assisting families with incomes at 80 percent or 100 percent of median income (for the city, county or MSA) which typically means lower middle class or middle-income housing. Developers prefer a higher income standard, because it has less adverse economic impact on their projects. Advocates and planners often prefer a lower income standard; pointing out that the alternative is "creaming" the disadvantaged target group.
- **With what kind of housing?** For philosophical and political reasons, many advocates of inclusionary zoning favor providing owner-occupied housing to the exclusion of rental or special needs housing. However, such housing is more expensive to build than rental housing and excludes many households that are either unable to become homeowners (because of low incomes or other reasons) or disinterested. Whatever the goals of a program, its designers must decide what forms of housing and pricing should result from the ordinance.
- **For how long?** Some newly created inclusionary zoning programs have made the mistake of creating affordable housing that did not remain affordable for very long. Some home buyers in these programs got windfall profits. Developers often resist long-term controls, and they require more regulatory apparatus. But such controls are feasible if desired.

Appropriate Markets for Inclusionary Programs

Virtually all inclusionary programs have occurred in strong housing markets, presumably because developers' and land owners' profit margins were wide enough for them to make economic concessions.

Mandatory vs. "Voluntary" Requirements

Anecdotal evidence indicates that so-called "voluntary" programs are more common and have produced much more affordable housing than local mandatory requirements. Up-to-date studies are needed to verify this, but it appears many inclusionary programs have been based on "guidelines" or resolutions asking voluntary compliance.

The reasons are often unspoken but obvious: (1) voluntary programs are harder to assail in court and (2) their administration can be more flexible. The negative side is also obvious: there is no absolute authority to make people comply. However, many jurisdictions underestimate the clout of their silent power in ruling over the entire development process.

Impact on Landowners and Developers

It is an unprovable, but fair, assumption that every inclusionary zoning ordinance has somehow taken into account its economic impact on land owners and developers. This is the likely reason that no ordinance in the country requires a developer to provide 100 percent affordable housing to households with poverty incomes. That would be wholly uneconomic.

Programs that require delivery of "near market rate" housing cost developers very little, if any, money out-of-pocket, so that program administrators can more feasibly require higher percentages of affordable housing. However, looking at the opposite extreme, rentals costing \$400 a month or home prices at \$50,000 are absolute money losers for developers in most markets.



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

An ordinance that is too aggressive with the pricing of affordable housing can have the effect of devaluing the land and might be considered a "taking." Some inclusionary zoning ordinances offer a quid pro quo in the form of density bonuses, expedited development processing, or both.

Most communities enacting such ordinances have sought review and input by citizens, advocates and real estate development professionals. In the best of circumstances, everyone sees the greater economic and social good of providing some affordable housing, and also respects developers' needs to make a profit.

Need for Economic Analysis of Proposals

Because of the considerations just mentioned, it is best to allow developers maximum flexibility in **how** they provide affordable housing. Otherwise, putting a \$80,000 home on a \$200,000 lot could be an absurd result.

Some may want to build affordable housing off-site. Some may want to pay money. Some may want to pay money up-front and some over time. If this flexibility is built in, expert analysis of each deal is required, either by the local government or an expert third party. The analysis involves: (1) what is the developer really giving up in economic terms, and (2) if this is part of the program, what does the developer get back?

Another technical but important point: how do you treat two developers who got to the same result by very different routes? Developer A produced his required 20 apartments renting for \$550 a month by using massive federal subsidies and making no financial concessions on his own. When Developer B was building, the subsidies had run out and she had to absorb \$500,000 in lost profits to create \$600 rents in her 20 affordable apartments.

Such intricacies of affordable housing development required highly skilled evaluation and flexible administration.

Nexus Argument

From a legal standpoint, an inclusionary zoning ordinance must have a reason. More specifically, it must have data and an argument that proves an historical relationship or "nexus" between: (1) the construction of higher-priced housing or commercial properties and (2) the lack of affordable housing and the social and economic ills that have resulted from that.

This argument is similar to the one used by local governments to require developers to contribute impact fees for roads, fire stations and other off-site infrastructure. With impact fees, the nexus can be proven with traffic projections, population projections, costs and other statistical data.

With an inclusionary zoning program (particularly a mandatory one), it is generally believed that the nexus argument must be made with great care so the ordinance will stand up to potential law suits. It can take the form of a report referred to by the ordinance.

Applicability of Guidelines

These are typical issues:

- To what kinds of housing will it apply? Both rental and for-sale housing? How will it treat proposals for low-cost housing?
- To what scale of project will it apply? Most ordinances exclude projects with less than a specified minimum of dwelling units or square footage.

Definition of Affordable Housing

Every effective inclusionary program must include a firm definition of what developers must deliver, and to whom. Otherwise, developers will have no standard with which to comply. The results will be called affordable housing, but may not serve the most serious housing needs of the community.

The definition usually follows these logical steps:

- **A statement of the income groups to be served** (e.g. below 80 percent of median, below 50 percent, etc.) There may also be a tiered standard, that is, quotas for units at different price levels or at least inducements to "go lower." One inducement is to require a lower percentage of affordable units if the units are lower priced.
- **Income eligibility standards** are usually adjusted by family size. The easiest standard to use are HUD's, which are updated annually for each MSA.
- **Formulas to calculate to maximum prices for housing units**, adjusted by bedroom sizes that relate to the family size/income standards above. Different formulas are used for rental and for-sale housing, usually 30 percent of income for rent and 28 percent of income for mortgage payments on a home. Formulas for home sales usually take into account current interest rates.
- **Optionally, some other requirements.** These may include preferences for smaller or larger units, rental vs. for-sale units, special needs housing etc. These would typically relate back to the findings of the needs study and nexus argument.

Qualifying Individual Households

Every program has some system for the following:

- Verifying and certifying incomes and perhaps other characteristics (such as disabilities) of households that are eligible to live in this "discount" housing.
- Indexing over time (e.g. by using updated HUD figures).
- In rental housing (and sometimes for-sale housing) certifying incomes in "turnover" units.

Percentage and Types of Affordable Housing Required

Programs typically require developers to make 10 to 20 percent of the units in their projects affordable. The rationale for this percentage could be the estimated "shortfall" of affordable housing in the community, and the estimated amount of new affordable units needed each year. The often unspoken factor is the perception of what developers will accept without rebelling.

As mentioned, a rational system might accept a lower percentage of very low-priced units if this represents an economic concession similar to providing a larger number of moderately-priced units. A program might (based on community needs) also set quotas for various types and sizes of housing (small and large units, rental and for-sale units, types of special needs housing, etc.).

Developers, left to their own devices, may not meet the most serious community needs. For example, larger affordable apartments for very low-income families are needed in



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

most communities, but many developers don't like to include them because they cost more to build and maintain.

Construction Standards

It is also essential for programs to have construction standards for the affordable units to be delivered. These usually consist of minimum square footages and amenities, which may be subject to considerable negotiation. Otherwise, affordable housing may simply turn out to be cheap housing.

Minimum square footages need not necessarily relate to the minimum square footages that are proscribed in most building codes--those are usually too minimal to be marketable.

Nature and Duration of Affordability Controls

These are some key considerations in this area:

- Rental projects are often required to maintain affordable rents over 10 to 20 years, with an indexing method tied to current income data.
- A program might include incentives for developers to provide housing, land or cash to nonprofit rental or special needs housing developers that pledge to maintain affordability in perpetuity.
- Programs involving for-sale housing might utilize one or more of the following control mechanisms: (1) "soft" second mortgages for the difference between appraised value and the delivered price, (2) terms for repayment of such mortgages upon sale and/or forgiveness over 10 to 20 years, (3) ownership of the underlying land by a land trust, which is a stronger mechanism for sharing equity appreciation, and (4) other related devices such as rights of first refusal.
- To enforce some affordability controls such as shared equity arrangements, it may be necessary for the local government or an agent (such as a nonprofit group) to take title to the affordable units.
- Where the affordability control involves a cash repayment, funds can be recycled through a trust fund to develop additional affordable housing.

Provision of Affordable Housing On-Site or Off-Site

A program may benefit from giving developers the flexibility of delivering affordable housing on-site or off-site. In some cases, off-site housing may be much more desirable for these reasons:

- If the site subject to rezoning is very expensive land, more affordable housing can be delivered off-site, given the economic capacity of the project.
- Some types of housing such as rental and special needs housing may require locations near services, on bus lines and/or near employment. The subject site may not have these desirable attributes.

Payments In-Lieu of Providing Affordable Housing

Many developers may prefer the ease of making an in-lieu payment of cash rather than delivering affordable housing directly. These are the benefits of such an approach:

- "Market-rate" and "high-end" developers may not have the skills and experience to market and operate an affordable housing program, particularly programs involving social services and long-term affordability controls.
- Qualified affordable housing producers are almost always starved for subsidy capital, which is typically the main limitation on production. Sometimes the lack of subsidy capital has led to a complete lack of local capacity to produce affordable housing, whether by for-profit or nonprofit entities.
- "Trust fund money," particularly if it is used to write down project costs through "soft" financing, is the most flexible device to deliver the exact kind of affordable housing the community needs. As long as there is land available for affordable housing development, communities that are land starved might at times want land contributions more than cash. For this and other reasons, the program administrator ought to have some flexibility to ask for the kinds of contributions that meet current needs.

Because in-lieu payments are often made at the time of pulling building permits on specific lots within a land development, it typically takes three to eight years for all the funds to be paid in.

Well thought-out programs will include formulas for evaluating the present value of in-lieu funds delivered on various schedules. Needless to say, a dollar today is worth a lot more than a dollar ten years from now.

Formulas for in-lieu payments are difficult to devise. One rational basis is to relate them to the financial concession a developer would have to make to deliver the desired products. For example, assume 10 three-bedroom affordable homes were required of Developer A. The price had to be \$80,000. The cheapest comparable homes in the market cost \$110,000. That amounts to a \$30,000 concession per home, or \$300,000 total, a reasonable in-lieu payment.

For simplicity sake, it may be advisable for a program to use similar logic to establish a schedule of "buy-out amounts" for units of various sizes, that otherwise would have been provided on-site or off-site. These amounts could be indexed over time, for example, by the percentage increase per year in median income.

Regulatory Agreements and Enforcement

Programs that are fair and effective in producing a wide range of affordable housing will generally **not** have simple rules. Projects are typically subject to regulatory agreements defining very carefully what will be delivered, when and to whom, along with longer-term affordability controls. Some controls must be passed along to successor developers, rental property owners and home owners.

Sometimes, a third party might become involved in certain aspects of the program. In some communities, nonprofit groups qualify home buyers in for-profit developments that are subject to inclusionary requirements. A nonprofit may also administer trust fund monies and be owner of any "soft" second mortgages involved.

Agreements may set forth financial penalties; however, in the end, they must be constructed with an eye to enforceability in court.

Compensating benefits to Developers



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Some inclusionary programs have offered developers such benefits as density bonuses and expedited development processing as "carrots" to go along with the "stick" of the inclusionary requirements.

Needless to say, such programs are much more popular with land owners and developers. However, in very strong markets, such inducements may not be necessary because of higher profits on land and housing sales relative to those in ordinary markets.

Desired Results of Guidelines

Inclusionary programs are only as good as their results. So, it is wise to design them with careful thought to the desired outcomes. Designers should ask questions such as:

- What types of affordable housing do we want, and at what price ranges? Do we want these prices tiered to help poorer households, or simply all within one range?
- How much of a financial concession can we expect of land owners and developers, in terms of the percentage of affordable units and "depth" of affordability?
- Do we want the program to build the capacity and output of nonprofit developers? Who will serve clientele not being reached by the free housing market?
- Do we want to create a flexible trust fund? Do we need land for special projects? Or both?
- Perhaps most importantly, do we want to build in the flexibility to respond to evolving needs and market conditions that are not predictable at this time?

*By Peter Werwath
Senior Program Director
The Enterprise Foundation
12/6/94
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INCLUSIONARY ZONING:

A PROGRAM DESIGN CHECKLIST

1. Will the program be mandatory or "voluntary?"
2. To what class of residential developments will the program apply?
 - Single-family:
 - Multifamily:
 - Mobile home:

Threshold number of units:

Other characteristics?:

3. What income group(s) will benefit from the affordable housing?

Local or MSA median income standard?:

- o <100 percent of median:
 - o <80 percent of median:
 - o <50 percent of median:
 - o <30 percent of median:
 - o Some of each?:
 - o Different percentage to deliver depending upon category (e.g. 5% affordable if <30%; 15% affordable if <100% etc.)?
4. How will these income limits be adjusted for family size?
 5. How will income limits be updated over time?
 6. What formulas and factors will be used to derive affordable rentals and sales prices?

Percent of income considered affordable for:

- o Rent:
- o Mortgage payment:

Will utilities be included in any calculation?

What standard will be used for an interest rate?

Will "affordable prices" be calculated and published on a periodic basis or will they be calculated deal-by-deal?

7. What system will be used to qualify beneficiaries?
8. What types of "affordable housing" may be delivered?

For-sale homes?

Rental housing?

Group homes?

Shelters?

Other?



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

How will these be valued in relationship to each other? E.g. dwelling units vs. beds.

Is there a presumption that certain of these types of housing are more appropriate for certain income groups, and that they should be priced accordingly? E.g. for-sale units for incomes 50-100% of median; rental 30-80% of median; shelters under 30% of median.

Will a unit be considered "complying" if it was made affordable only by outside subsidies (such as subsidies from the city or state)?

On the other hand, will developers be encouraged to incorporate subsidies to make the housing even more affordable than required?

With regard to the last two questions, will for-sale and rental housing be treated differently?

9. How can the City assure a high quality **program** vs. just dwelling units delivered?

Review and approval of property management and service plans?

Require involvement of nonprofits in homebuyer training?

Encourage joint ventures with qualified nonprofits?

10. Will there be any mechanism for the City to control the bedroom sizes or other basic characteristics of the housing offered? If so, what?

11. What percentage of affordable housing must be delivered?

Set percentage?

More if near market prices?

Less if very low priced?

12. Can the housing be provided off-site?

13. Can the developer make in-lieu contributions?

Land?

Money?

Other in-kind?

What is the formula for deriving the value of the "buyout"?

14. When are affordable units or in-kind contributions to be delivered?

Upfront?

Staged pro-rata with rest of development?

How is the time value of money accounted for?

15. What minimum standards will the city have for an "affordable housing unit."

Square footage:

Amenities:

16. What will be the duration and of affordability controls on rental housing?

Number of years:

Will there be a regulatory agreement?

How will it be monitored and enforced?

17. What will be the duration and nature of affordability controls on for-sale housing?

"Soft" second mortgages?

Rights of first refusal?

Equity sharing?

Land leases/land trusts?

If some mechanisms require an intermediary owner, is that OK?

18. Can the city use third parties:

In any part of negotiations?

To monitor compliance?

19. Will the program administrator be given discretion in any of the following areas?

To analyze the internal economics of each proposal?

To assess and take into account the economic impact on landowner/developers?



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

To analyze the impact of "outside" subsidies?

To analyze the "efficiency" of requirements as applied on-site, off-site or in-lieu and to have the discretion to dictate which should be provided?

To take into account the desirability of social and economic integration?

To analyze the desirability of the site for proposed affordable housing use? E.g. re: services, transportation, etc.

To have the discretion to dictate the "type" of housing delivered: for-sale, rental, group home, shelter, etc.

Ditto for unit sizes?

Ditto for percentage of affordable housing units to be delivered in various price classes?

*By Peter Werwath
Senior Program Director
The Enterprise Foundation
Produced under a contract with the City of Santa Fe, NM
12/10/94*

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ATTACHMENT 5

Municipal and Unincorporated Permanent Population

Place	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Jupiter Island	620	620	620	620	620	620	620	620	620	620	620
Ocean Breeze Park	463	463	463	463	463	463	463	463	463	463	463
Sewalls Point	2,115	2,151	2,187	2,223	2,259	2,295	2,331	2,367	2,403	2,439	2,475
Stuart	15,816	16,095	16,375	16,655	16,935	17,215	17,486	17,758	18,029	18,301	18,572
Unincorp. Martin Co.	121,186	123,551	125,915	128,279	130,643	133,007	135,300	137,592	139,885	142,177	144,470
Total County	140,200	142,880	145,560	148,240	150,920	153,600	156,200	158,800	161,400	164,000	166,600

SOURCE:
Population Technical Bulletin, 2004, Martin County

Estimated Need for New Residential Dwelling Units for Unincorporated Martin County

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2005-2015
Population Increase	--	2,365	2,364	2,364	2,364	2,364	2,293	2,292	2,293	2,292	2,293	23,284
Res. Unit Needed (all income levels) (1)		1,037	1,037	1,037	1,037	1,037	1,006	1,005	1,006	1,005	1,006	10,212
Moderate Income Units Needed (2)		172	172	172	172	172	167	167	167	167	167	1,695

(1) Assumes 2.28 persons per household.

(2) The need for moderate income housing is based on the 2000 Census, which shows that 16.6% of Martin County residents fall in the moderate income range of 80% to 120% of the Area Median Income.



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Household Cost Burden (CB): Percentage of Income Spent on Housing by Household Income, 2002

County	Place	Household Income	Less than 30% CB		30-49.9% CB		More than 50% CB		More than 30% CB		Total Households	
			Number	%	Number	%	Number	%	Number	%	Number	%
Martin	Martin-Unincorporated	Less than 30% AMI	1,423	32.2	943	21.3	2,053	46.5	2,996	67.8	4,419	100
Martin	Martin-Unincorporated	30-59.9% AMI	3,860	54	2,000	28	1,291	18.1	3,291	46.1	7,151	100
Martin	Martin-Unincorporated	60-79.9% AMI	3,445	65	1,501	28.3	353	6.7	1,854	35	5,299	100
Martin	Martin-Unincorporated	80+ % AMI	28,023	88.9	2,949	9.4	554	1.8	3,503	11.2	31,526	100
Martin	Martin-Unincorporated	Total	36,751	75.9	7,393	15.3	4,251	8.8	11,644	24.1	48,395	100

Household Cost Burden (CB): Percentage of Income Spent on Housing by Age of Householder, 2002

County	Place	Age	Less than 30% CB		30-49.9% CB		More than 50% CB		More than 30% CB		Total Households	
			Number	%	Number	%	Number	%	Number	%	Number	%
Martin	Martin-Unincorporated	15-34	3,557	69.4	1,051	20.5	515	10.1	1,566	30.6	5,123	100
Martin	Martin-Unincorporated	35-64	17,938	74.7	4,088	17	1,980	8.2	6,068	25.2	24,006	100
Martin	Martin-Unincorporated	65-74	7,768	81.4	1,082	11.3	696	7.3	1,778	18.6	9,546	100
Martin	Martin-Unincorporated	75 or older	7,488	77	1,172	12.1	1,060	10.9	2,232	23	9,720	100
Martin	Martin-Unincorporated	total	36,751	75.9	7,393	15.3	4,251	8.8	11,644	24.1	48,395	100



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Household Cost Burden (CB): Percentage of Income Spent on Housing by Household Size, 2002

County	Place	Household Size	Less than 30% CB		30-49.9% CB		More than 50% CB		More than 30% CB		Total Households	
			Number	%	Number	%	Number	%	Number	%	Number	%
Martin	Martin-Unincorporated	1 to 2	26,443	76.2	4,917	14.2	3,341	9.6	8,258	23.8	34,701	100
Martin	Martin-Unincorporated	3 to 4	8,101	76	1,967	18.5	587	5.5	2,554	24	10,655	100
Martin	Martin-Unincorporated	5 and more	2,207	72.6	509	16.7	323	10.6	832	27.3	3,039	100
Martin	Martin-Unincorporated	total	36,751	75.9	7,393	15.3	4,251	8.8	11,644	24.1	48,395	100

Household Cost Burden (CB): Percentage of Income Spent on Housing by Tenure, 2002

County	Place	Tenure	Less than 30% CB		30-49.9% CB		More than 50% CB		More than 30% CB		Total Households	
			Number	%	Number	%	Number	%	Number	%	Number	%
Martin	Martin-Unincorporated	owner	31,688	79.8	5,103	12.9	2,902	7.3	8,005	20.2	39,693	100
Martin	Martin-Unincorporated	renter	5,063	58.2	2,290	26.3	1,349	15.5	3,639	41.8	8,702	100
Martin	Martin-Unincorporated	total	36,751	75.9	7,393	15.3	4,251	8.8	11,644	24.1	48,395	100



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

ATTACHMENT 6



RECEIVED

AUG 30 2005

GROWTH MANAGEMENT
DEPARTMENT

c: BCC
DN
NV
JS
DQ.

August 24, 2005

The Honorable Lee Weberman
Chairman, Board of County Commissioners
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

RE: Inclusionary Housing Ordinance

Dear Chairman Weberman:

I am writing on behalf of the Economic Council to ask the Board of County Commissioners to consider delaying the process for reviewing the County's proposed Inclusionary Housing Ordinance. In speaking with staff, we have learned that the Ordinance may be presented to the LPA on September 15th to begin the review process and seek public input.

The Council is very interested in providing input on a program which provides much needed workforce housing in our area. The Treasure Coast Regional Planning Council is conducting a Workforce Housing Symposium on October 27th, which will provide examples of programs used in other areas. We believe this symposium will educate all of us involved in this issue, and enable us to informatively provide comments on your proposed ordinance.

We encourage the County Commission, LPA members and County staff to participate in the Regional Planning Council's Symposium on October 27th, and respectfully request that the Board of County Commissioners begin review of its Inclusionary Housing Ordinance after that date.

Thank you for your consideration.

Sincerely,

Linda McCann Hake
Executive Director

2307 S.E. Monterey Road, Stuart, FL 34996 • Telephone (772) 288-1225 • Fax (772) 288-9905

Page 1 of 1

David Quigley

From: Nicki vanVonno
Sent: Friday, June 10, 2005 9:58 AM
To: Eric Brent; Larry Massing; David Quigley
Subject: FW: Affordable housing

-----Original Message-----

From: Lee Weberman
Sent: Thursday, June 09, 2005 10:23 AM
To: Nicki vanVonno
Cc: Comish@martin.fl.us
Subject: FW: Affordable housing

Nicki,

For your files & research. Maybe this will be of some use to your Staff.

Lee W..

-----Original Message-----

From: JRIZZOTTOSR@aol.com [mailto:JRIZZOTTOSR@aol.com]
Sent: Wednesday, June 08, 2005 7:42 AM
To: Lee Weberman
Subject: Affordable housing

Dear Commissioner Webberman,

I read the article in the Stuart News regarding your quest for affordable housing and was compelled to write you. I have been on the same mission for the past four years. I have traveled around the State and half the country. I had meetings with past Commissioner Gainey and I have built 4 homes in Martin County under the ship program.

I have developed and patented a new building system that meets or exceeds all wind shear, uplift, seismic, tornadic and snow load codes worldwide. It is also fire resistant, mold resistant, termite resistant and is super energy efficient, the difference in temperature from living area to attic space is 3-5 degrees. Two things people purchasing affordable housing cannot afford are:
Wear and tear maintenance and high energy bills
Currently, I am building in the City of Riviera Beach for a woman under section 8 housing.

More importantly, I have developed an affordable housing program concept using work force development, a non profit organization and local labor to create jobs. Land banks are a small portion of the solution, material prices are on the rise and in a lot of cases, out of control.
The other piece of the solution is to control time and labor costs including sweat equity for potential buyers.

Thanks to the Martin County economic council, I became the 125th success story in NASA's SATOP program and I am featured in the Oct-Dec 2004 news letter. I was also featured in the July issue of Professional Builder Magazine 2004 and I am in the May issue of Fortune Magazine 2005 under the title "Steel Dreams" which can be found online. The only way to complete a puzzle is to combine all the pieces. Enclosed is my web site for your review: www.innovativestructuralsystems.com If I can be of any assistance please feel free to contact me.

Thank you

John L. Rizzotto Sr.
Direct Contact 772 201 6522

6/10/2005



APPENDICES

Voluntary Inclusionary Zoning for Affordable Housing Development

Anthony J. Nitkowski
5357 Running Oak Circle
Stuart, FL. 43997
(772) 223-5401

June 6, 2005

Chairman Lee Weberman
Martin County Commission
Martin County Administrative Center
2401 SE Monterey Road
Stuart, Florida 34996

Dear Chairman Weberman;

I read with great interest the Sunday June 5th, Stuart News report on your affordable housing initiative. I have an extensive background in both government and affordable housing development and thought this might be an opportunity to offer general suggestions to your effort.

In that regard I enclose a memo and hope it will be of some assistance. If you desire further comment please call me at the above number.

Very truly yours,

Anthony J. Nitkowski

Anthony J. Nitkowski
5357 Running Oak Circle
Stuart, FL 34997

MEMORANDUM

To: Chairman Lee Weberman
Martin County Commission

Re: Affordable Housing

Date: June 6, 2005

The following observations are meant to provide a point of view.

- 1) **Land Cost** – Is clearly a variable of great impact on new housing construction. The suggestion of a percentage of new housing subdivisions being reserved for affordable housing appears one worth investigating by analyzing impact on developers and options to satisfy requirements such as off-site land reservation.
- 2) **Housing Rehabilitation** – It appears that areas of the county have homes both in need of and capable of being rehabilitated. A program designed to address this part of a comprehensive approach should be included. Upon scrutiny, this may be a primary source of affordable housing.
- 3) **Problem Definition** – Although it seems clear that a crisis may be imminent, if not exists, a public policy definition to both community and developers should be offered. Providing that perspective will facilitate action by all parties, including opposition sectors. Consciousness raising will frame the discussion and make possible movement toward solution.
- 4) **Subject Definition** – A Martin County definition of “Affordable Housing” will provide additional clarity and if coupled with a sense of the Commission that “all possible effort to facilitate should be undertaken” implication could indicate a priority for that type of housing and would be recognized by related parties as the path of least resistance. The introduction of calculations including county priority as a function of overall project profitability can direct development in a fashion that satisfies participants.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

Target Business Incentive Program

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Application Form for the Jobs Growth Incentive Trust Fund

The graphic features a large blue number '1' containing several images: a modern office building, a warehouse interior with a forklift, a sign for 'CONNERGYS', and a stone monument for 'COLONIAL CENTER TOP'. The Seminole County logo is in the top left, and the application form text is in a blue box at the bottom.



INTRODUCTION

This document contains the Seminole County Jobs Growth Incentive Trust Fund application and overview of the Seminole County Economic Development Business Incentives Program. The program is designed to attract new business and assist existing Seminole County businesses develop and flourish. The assistance available through the program is aimed at specific target businesses and jobs whose manufacturing or service focus is clean, sustainable and beneficial to the citizens of Seminole County.

Seminole County has disbursed funds to assist new or expanding companies assist in reducing the costs of items like impact fees and expansion and relocation costs. These financial incentives have enabled past recipient companies to get a jump on start - up costs and one step closer to profitability.

Seminole County, located in Central Florida, has a legendary business climate and boasts one of the top ranked school systems in the nation. Combined with breath-taking environmental splendors such as Wekiva Springs and the St. John's River and a renowned trail system, the resulting quality of life attracts a well educated and affluent workforce.

All this, and a business friendly County government, no wonder 100+ businesses have located or expanded in Seminole County since 1995. We are the heart of the Florida High Tech Corridor. If you would like more information regarding our business incentive programs and other opportunities available in Seminole County, please contact the Economic Development Department at (407) 665-7132 or send an email to: wmcdermott@seminolecountyfl.gov.



Jobs Growth Incentive Trust Fund



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SEMINOLE COUNTY TARGET INDUSTRY AND BUSINESS INCENTIVES PROGRAM

Seminole County is committed to providing the best possible environment for Target Industry and Business expansions and relocations. The Jobs Growth Incentive Funds, Customized Job Training Programs and Rapid Response Team are services Seminole County can provide to assist in your location and expansion needs.

The **Jobs Growth Incentive Fund** provides monetary incentives for qualified Target industries and businesses. Incentive funds may be used for relocation, impact fee, permitting and any other legitimate business costs. Applicants must demonstrate the creation of high paying jobs and substantial capital investment to be eligible to receive funds and incentives are awarded on a case-by-case basis by the Board of County Commission.

The **Customized Job Training Program** offers free job training to qualified companies and employees. Customized Training is provided through the Business and Industry Support Center at Seminole Community College.

Once your decision is made to locate in Seminole County, our **Rapid Response Permitting Team** will hold pre-application meetings with your consultants and fast track your site plan and building permit approvals and inspections.

TARGETED SECTORS SEMINOLE COUNTY, FLORIDA

- ◆ RESEARCH DEVELOPMENT AND TESTING
- ◆ SPACE TECHNOLOGY, AVIATION AND AEROSPACE
- ◆ SIMULATION, MODELING AND TRAINING
- ◆ LASER TECHNOLOGY
- ◆ PHOTONICS
- ◆ COMPUTER SOFTWARE AND HARDWARE
- ◆ MEDICAL LABS AND TECHNOLOGY
- ◆ COMMUNICATIONS

Jobs Growth Incentive Trust Fund

SEMINOLE COUNTY JOBS INCENTIVES TRUST FUND MINIMUM AWARD CRITERIA

The following minimum award criteria will be used in awarding Trust Funds:

- ◆ The company must be classified as a Target Industry under the County's guidelines;
- ◆ No project development related activities have been taken prior to Board of County Commissioner approval;
- ◆ New jobs for which Trust Fund awards are made must be permanent, full-time jobs paying a minimum of the County's average annual salary of \$33,494;
- ◆ Refer to the table below to determine criteria based on expanding company, new start-up company, or relocating company;

CRITERIA	EXPANDING	NEW START-UP	RELOCATING
Number of new jobs	10% increase	3	25
Salary requirements per new job	80% of county's average annual salary	80 % of county's average annual salary	115% of county's average annual salary
Facility	Preference given to new construction	Preference given to new construction	Preference given to new construction
Other factors for consideration	Willingness to hire county residents, use of local suppliers, provide healthcare and benefits, and locate in targeted area	Willingness to hire county residents, use of local suppliers, provide healthcare and benefits, and locate in targeted area	Willingness to hire county residents, use of local suppliers, provide healthcare and benefits, and locate in targeted area

* Relocating companies seeking to locate in "targeted areas" only require 80% of Seminole County's Average Annual Salary (sec 218.17 g.)

Jobs Growth Incentive Trust Fund



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

- ◆ Jobs must be created within two (2) years of the award of funds and must be retained during a two (2) year period from the date of job creation and hire;
- ◆ Trust Fund awards must be expended within 12 months of award and contract execution;
- ◆ An emphasis will be placed on "bricks and mortar" projects that generate new construction.

If a company is approved to receive a Trust Fund award they will also be required to:

- ◆ Enter into an Agreement with Seminole County outlining project specifics and details including capital investment and job creation;
- ◆ Provide a surety instrument (Letter of Credit or Performance Bond), as an integral part of the above mentioned Agreement, in the amount of the Trust Fund award;
- ◆ Provide an annual report including the number of jobs created and maintained, the capital investment, and the average annual salary of the new employees for up to a five year period.

Additional important information:

- ◆ Use of Funds-See section 218.14-Funds can be used for any legitimate business expenses pertaining to a new location or expansion of a target industry or business. Expenses that are eligible for award include impact and permit fees, relocation costs, equipment purchases, land acquisition, building construction, loan interest pay down, lease-hold improvements or any other legitimate business expense as determined by the Board of County Commissioners.
- ◆ Long-term lease payments-section 218.17 (j.)-The County will consider long-term lease payments as a measure for capital investment. The long-term lease payments represent the company's commitment to the site and the facility which would not have been created had the company not come to the area.

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APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)



SEMINOLE COUNTY JOBS GROWTH INCENTIVE TRUST FUND APPLICATION FORM

I. Industry/Business Name: _____ Federal I.D. NO. _____
 Name of Primary Contact: _____ Title: _____
 Address: _____ Phone: _____

II. **Business Description:** Briefly describe your business including major product lines, current location and levels of operation, divisions and subsidiaries, growth characteristics and any other pertinent information. Please note if this is a new business to Seminole County or an existing business expansion.

Industry or Business Type:

NAICS Code/Number _____
 North American Industry Classification System, 6 digit code for industry classification and statistical use.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

III. **Proposed Physical Development:** (describe location and square footage of buildings by type of proposed use, existing or new construction or lease and other major on-site or near site improvements).

IV. **Property, Construction and Utility Estimates**

- A. Value of property to be purchased \$ _____
- B. Value of new construction \$ _____
- C. Machinery, equipment or personal property value \$ _____
- D. Total proposed capital investment \$ _____

V. **Total Grant Funds Requested:** \$ _____

Proposed Use of Grant Funds:

VI. **Job Creation:**

- A. Number of Jobs Currently on Payroll _____
 - _____ Full-time
 - _____ Part-time
 - _____ Temporary

B. Number of Increased Jobs Proposed _____

Over the Next Two (2) Years	(actual number of new job proposed)	Over the Next Five (5) Years	(actual number of new jobs proposed)
Full-time		Full-time	
Part-time		Part-time	
Temporary		Temporary	

C. Average Base Annual Salary of New Jobs Created (Salary excluding benefits) \$ _____

Breakdown of New Jobs by Type/Number/Salary

Type	Number of New Jobs	Average Annual Base Salary
Management/Administration		
Professional		
Technical		
Service		
Trades		
Other		



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

VII. Project Spinoff Impacts

- A. Identify any additional business development that is anticipated as a result of this relocation/ expansion.

- B. Identify if **local or regional** contractors would be used for proposed development.

- C. Identify local products that would be used by type and general amount.

I hereby acknowledge that this application constitutes a request for a Jobs Growth Incentive Trust Fund Grant in the amount shown in Section V of this application and the information provided herein is a true and accurate representation of the company's existing and projected job formation, salary and construction schedules. I also acknowledge that award of funds are subject to Board of County Commissioner discretion for approval. If awarded, an executed contract and performance surety (e.g., letter of credit or performance bond) would be required. Also, I acknowledge that no action has been taken to date regarding the acquisition of buildings or property.

Signature of Chief Company Officer: _____
Date

Printed Name: _____

Witness: _____

ORDINANCE NO. 2001-40 SEMINOLE COUNTY, FLORIDA

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 218 "PUBLICITY AND PROMOTION" OF THE SEMINOLE COUNTY CODE; AMENDING THE WHEREAS CLAUSES AND LEGISLATIVE FINDINGS; ADDING DEFINITIONS OF TARGET AREAS, SMALL BUSINESS AND AVERAGE ANNUAL WAGE; ADDING CRITERIA FOR THE AWARD OF AND THE AMOUNT OF GRANTS; CHANGING CERTAIN JOB TITLES; ADDING PROVISIONS RELATING TO COMPLIANCE WITH GRANT AGREEMENTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Economic Impact Statement has been appropriately prepared and made available for public review in agreement with the provisions of the Seminole County Home Rule Charter; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Amendment of Chapter 218, Seminole County

Code. Part 1 of Chapter 218, PUBLICITY AND PROMOTION, is amended to read as follows:

Part 1 Jobs Growth Incentives Fund, §§ 218.1 - 218.30

WHEREAS, Seminole County has initiated an aggressive economic development program to diversify the local economy, provide for protection against economic recession and downturns, reduce the dependency of the tax base on single-family homes and create high paying jobs for its residents; and

WHEREAS, the establishment of a Jobs Growth Incentives Program is necessary in order for Seminole County to remain competitive in attracting target industries and businesses, large and small, to the County; in providing incentives to



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

existing target industries and businesses seeking to relocate within targeted "redevelopment areas" that need assistance in expanding and creating new high paying jobs; and to inspire the development of new or start up companies of targeted or high technology oriented industry sectors; and

WHEREAS, the establishment of a Jobs Growth Incentives Program which is accessible to large and small businesses is one of many implementation actions set forth in the County's Economic Development Strategic Plan and is consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan and the Economic Development Element of the Plan; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this ordinance in accordance with the provisions of the Seminole County Home Rule Charter.

Sec. 218.11 Findings.

The Board of County Commissioners finds and declares that:

(a) The recitals set forth in the preamble to this Part are adopted herein as legislative findings of the Board.

(b) The Board finds that attracting, retaining, and providing favorable conditions for the growth of target industries and businesses within targeted areas provides high quality employment opportunities for the citizens of Seminole County and enhances the economic tax base of the County. It is the policy of Seminole County to encourage the growth of large and small businesses that provide high-value-added employment opportunities.

(c) There is a public need to enhance economic activity in specific targeted areas of Seminole County, as identified by the Board of County Commissioners, including but not limited to the US 17-92 Community Redevelopment Area, Small Business Administration identified Historically Underutilized Business Zones, Front Porch Communities and other targeted areas. The

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economic well-being of the citizens of Seminole County and the economic resources of the County would be enhanced by the provision of a Jobs Growth Incentives Program to target industries and businesses.

(d) To improve the prosperity and welfare of Seminole County and its inhabitants, it is necessary and is in the public interest for the County to establish a Jobs Growth Incentives Fund and provide incentives to appropriate target industries and businesses in targeted areas therefrom.

(e) The establishment of a Jobs Growth Incentives Fund and a Jobs Growth Incentives Program and grants derived thereunder consistent with the provisions of this Ordinance serves a public purpose.

Sec. 218.12 Definitions.

(a) "Business" or "Industry" means any business entity authorized to do business in this state and Seminole County, including all members of an affiliated group of corporations as defined in s.220.03(1)(b), Florida Statutes.

(b) "Expansion of an existing business or industry" means the expansion of a business or industry by or through additions to real and personal property on a site co-located with a target industry or business operation owned by the same owner.

(c) "Jobs" means full-time equivalent positions, as such terms are consistent with terms used by the Florida Department of Labor and Employment Security and the United States Department of Labor for purposes of unemployment compensation tax administration and employment estimation. Special emphasis will be made to create jobs that provide health care and other benefits to full time employees. Jobs shall not include temporary construction jobs involved with the construction of facilities for the project or any jobs which have previously been included in any application for benefits in this Ordinance.

(d) A "New business" is a business that has been in existence less than twelve (12) months and has not existed in another form with the same principals or products and is not an expansion of a company presently in operation in Seminole County.

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APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

(e) "Project" means the creation of a new target business or industry or the expansion of an existing target business or industry.

(f) "Target business or industry" means the target industries or businesses identified pursuant to criteria developed by the Board of County Commissioners and also as identified by the Economic Development Task Force. The Board may revise or augment and adopt the list annually by resolution.

(g) "Targeted Areas" shall mean geographic areas specifically identified by the Board of County Commissioners, including but not limited to, the US 17-92 Community Redevelopment Area, Small Business Administration identified Historically Underutilized Business Zones, Front Porch Communities and other targeted areas to be identified by the Board of County Commissioners.

(h) "Small Business" shall mean any business that does not employ over five-hundred (500) full-time employees or their full-time equivalent (FTE) as defined by the US Department of Labor.

(i) "Average annual wage" means the statistic reported by the State of Florida showing the average (on an annual basis) of all wages paid in Seminole County. When calculating the average wages a proposed project will generate, all new jobs created by the project shall be considered.

Sec. 218.13 Jobs Growth Incentives Fund established.

(a) The County hereby establishes the "Jobs Growth Incentives Fund". The Board of County Commissioners may, as part of the annual budget process, provide funding for this fund. Additional funding from other sources may be identified and authorized by the Board of County Commissioners.

(b) The Jobs Growth Incentives Fund shall be utilized to implement the County's Jobs Growth Incentive Program which is hereby established.

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Sec. 218.14 Use of funds.

Funds can be used for any legitimate business expenses pertaining to a new location or expansion of a target industry or business. Expenses that are eligible for award include impact and permit fees, relocation costs, equipment purchases, land acquisition, building construction, loan interest pay-down, lease-hold improvements or any other legitimate business expense as determined by the Board of County Commissioners.

Sec. 218.15 Amount of grant award.

Grants available to target businesses and industries for relocating or establishing new and expanding target industries and businesses in Seminole County shall be decided on a case-by-case basis by the Board of County Commissioners based on Grant Fund availability, proposed use of funds, the award criteria contained in Section 218.17, community impact resulting from establishment, loss or retention of the target business, jobs created and tax revenue generated by the location of the project within target areas or HUB zones, etc., and other considerations deemed appropriate by the Board of County Commissioners.

Sec. 218.16 Customized job training.

Target businesses and industries receiving Job Growth Incentive Fund grants will also be encouraged to apply for job training for each new qualified job created. Customized job training classes will be provided for eligible existing and new employees through Seminole Community College's Business and Industry Support Center or another provider designated by the County. The Fund may reimburse Seminole Community College or other provider pursuant to the terms of an agreement. The grant agreement shall provide that if an employee fails to successfully complete job training the grantee shall reimburse all training costs to the Fund.

Sec. 218.17 Minimum award criteria.

The following criteria will be applied in awarding grants from the Jobs Growth Incentive Fund on a case-by-case basis:

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APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

(a) The grantee must be designated as a target industry or business by the Board of County Commissioners pursuant to an adopted resolution.

(b) New jobs created must be permanent, high paying jobs with employer paid benefits such as, but not limited to, medical insurance.

(c) New jobs must be created and retained for a specified time frame from grant award.

(d) Funds must be expended within a specified time frame from grant award.

(e) Non-targeted industries may be eligible for consideration if proposed expansion or relocation is scheduled to occur within targeted areas (i.e., CRA areas, HUB-Zones, other areas identified by the Board of County Commissioners) pursuant to an adopted Resolution.

(f) Minimum job creation criteria:
Relocating Companies = 25 new jobs;
Expanding Companies = 10% increase in present employment;
New or Start-up Companies = 3 new jobs.

(g) Minimum salary level criteria for new jobs created:
Relocating Companies = 115% of Seminole County's Average Annual Wage
New or Expanding Companies = 80% of Seminole County's Average Annual Wage

Relocating or Expanding Companies seeking to locate in "targeted areas" = 80% of Seminole County's Average Annual Wage

(h) Whether there will be construction of a new facility, or 'bricks and mortar' addition to the tax base

(i) In addition to this minimum criteria, the County will consider other factors:

- Willingness to hire Seminole County residents;
- The purchase of a substantial amount of locally produced goods and services;
- Employer's offering healthcare and other benefits to employees;
- Employer's locating facility within targeted areas (as identified by BCC, Federal, State or local City governments, and Resolution)
- The strategic importance of the facility relative to State, regional, national, and local economic development efforts;

(j) The County will consider long-term lease payments as a measure for capital investment. The long-term lease payments represent the company's commitment to the site and the facility which would not have been created had the company not come to the area.

Sec. 218.18 Review of Jobs Growth Incentives Fund applications.

(a) Applicants may make application for grant funds with the Seminole County Economic Development Manager. A staff level review team comprised of the County Manager, Deputy County Manager, Economic Development, Planning and Development Director and Fiscal Services Director, or their designees, will review the application and make recommendations with regard to the application. Recommendations shall be made as to whether the grant application shall be approved and, if so, the award amount and conditions to be placed on the award. The recommendations shall be provided to the Board of County Commissioners for approval and award of funds or denial of the application.

(b) The Economic Development Manager is responsible for providing the County Commission with a report on each application. The Economic Development Manager shall also provide the Board of County Commissioners with periodic reports providing for the monitoring of recipient contracts, new jobs created and, included in such reports, shall be an analysis relating to the success of the Jobs Growth Incentives Fund and Program.

(c) The grant application shall be made on an Application Form approved by the County.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

Sec. 218.19 Grant agreements.

(a) Each applicant that is approved for a grant shall execute a grant agreement. In addition to implementing the award criteria set forth in Section 218.17 each agreement shall specify the criteria and time frames for meeting grant requirements. The County shall be provided annual audits and performance reports in a form satisfactory to the County which detail whether the criteria contained in the grant agreement have been met.

(b) An additional mandatory provision in each agreement shall be that repayment is required when a grant recipient fails to perform any condition of the grant agreement or violates any provision of law. The County may require security, in the form of irrevocable letters of credit or performance bonds, to ensure compliance with the terms and conditions of the grant agreement and repayment in the event of non-compliance.

Sec. 218.20 Company records, and reports and compliance.

(a) Each grantee shall, in addition to other requirements in the grant agreement, document the use of funds and certify that funds have been expended in accordance with the grant agreement; create and maintain records of new jobs created; and supply all records relating to the grant to the County as requested. The company shall also be required to submit annual reports in a format acceptable to the Board of County Commissioners. These annual reports will be due each year on the anniversary of the execution of the agreement.

(b) Should the grantee fail to comply with the terms and conditions of the grant agreement, the County may terminate the grant agreement and impose sanctions including, but not limited to, pursuit of a refund of all grant monies, reimbursement of all costs incurred in the processing and administration of the project and debarment from participation in future grants.

Sec. 218.21 Sunset provision.

Unless the Board of County Commissioners adopts a resolution on or before October 1, 2003, finding that the continuing effectiveness of the Jobs Growth Incentives Program

accomplishes a legitimate public purpose and that there is a need for a continuation of the Program; then this Part shall be of no further force or effect on the next day. If the Board takes said action it may continue the effectiveness of this Ordinance for a one (1) year period. On or before October 1 of each succeeding year, the Board may further continue the effectiveness of this Part in the manner specified in this subsection.

Section 2. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and that the word "ordinance" may be changed to "section," "article," or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 3. Effective Date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ADOPTED this ___ day of _____, 2001.

Attest: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE,
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
DICK VAN DER WEIDE, Chairman

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APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)



SEMINOLE COUNTY JOBS GROWTH INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ 2003, by and between the Seminole County, a political subdivision of and in the state of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred as the "COUNTY") and _____, authorized to do business and doing business in the State of Florida, whose address is _____, (hereinafter referred to as the (COMPANY), whose Federal Employer I.D. Number is _____.

WITNESSETH:

WHEREAS, it is the policy of the COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or encouraging the expansion of existing business within Seminole County; and;

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and;

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and;

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has the fiscal capacity to conduct and accomplish the programs relating thereto; and;

WHEREAS, the COMPANY will locate and or expand its business to Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and to make certain capital investments all in accordance with the COUNTY'S Economic Development Strategy, the COUNTY'S Economic Development Element and the COMPANY'S Jobs Growth Incentive Grant Application and the COUNTY'S Jobs Growth Incentive Ordinance; and;

WHEREAS, the COMPANY and COUNTY desire to enter into this agreement for the purpose of giving additional assurances to the COUNTY that certain expenditures by the COUNTY will produce the desired economic impact in Seminole County as a result of the COMPANY'S activities; and;

WHEREAS, the COMPANY is proposing the construction of a _____ square foot operating facility at a location in Seminole County at an approximate cost of _____, which sum represents a significant capital investment; and;

WHEREAS, the new jobs created and capital investment made by the COMPANY will make the project economically viable in terms of Seminole County's economic development; and;

WHEREAS, the COMPANY is eligible to receive a Jobs Growth Incentive Grant from the COUNTY; and;

WHEREAS, the COUNTY has determined that in order to enhance and preserve the health, education, and welfare of the citizens of the COUNTY it is necessary, proper, and desirable to enter into this agreement with the COMPANY in order to enhance and sustain the economic development of the Seminole County; and;

WHEREAS, the COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to the COMPANY pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contain and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. - Recitals

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. - Definitions

(A) "New Permanent Jobs" - means new permanent jobs made available to persons not having been previously employed by the COMPANY, such jobs being established for a minimum of two (2) years and having a minimum annual base wage of _____ dollars.

(B) "Project" - means the physical construction of a building to be _____ square feet, located at _____.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SECTION 3. - Representations of the COMPANY

The COMPANY hereby represents and warrants to the COUNTY the following:

(A) The COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do and is doing business in the State of Florida.

(B) The COMPANY has the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANY have been duly authorized by all necessary corporate and shareholder action.

(C) The COMPANY'S Project Manager shall be _____ or his/her designee.

SECTION 4. - Covenants of the COMPANY

The COMPANY hereby covenants with the COUNTY to do the following:

(A) The COMPANY agrees to locate or expand its business operations in Seminole County and agrees to create and provide certain employment opportunities in the County as more specifically set forth below. The COMPANY will secure its obligations relating to this agreement by causing to be issued, in favor of the COUNTY, a performance bond, letter of credit, real property lien, or other surety satisfactory to the COUNTY.

(B) In consideration of approval of its application for funds under the provisions of the Agreement by the COUNTY, the COMPANY guarantees that new permanent jobs for at least _____ persons will be provided at the project within the COUNTY between _____. The total number of new jobs represents a COUNTY expenditure of _____ per new job created. Said new jobs shall be maintained for a period of at least twenty-four (24) months from date of hire. All jobs must be created, occupied (personnel may change), and sustained for twenty-four months within a forty-eight (48) month period. Job announcements and vacancies must be advertised in a local newspaper and notice of need must be forwarded to Workforce Central Florida.

(C) New permanent employment means permanent jobs made available by the COMPANY to persons not previously employed by the COMPANY and shall be compensated to an annual minimum salary of \$ _____.

(D) The COMPANY agrees that the project will result in the expenditure of at least _____ of capital investment relating to the Project.

(E) The COMPANY agrees that construction will commence on or before _____ and be complete on or before _____.

(F) The COMPANY shall provide written verification, satisfactory to COUNTY, demonstrating compliance with this Agreement.

(G) When the jobs have been created or capital investments have been made, the COMPANY shall cause notice to be given to the COUNTY and will make the documentation available for review and inspection by the COUNTY.

SECTION 5. - Covenants of the COUNTY/Grant Funds

(A) The COMPANY agrees to fully secure its obligations relating to this Agreement by causing to issued, in favor of the COUNTY, a letter of credit, performance bond, or other surety acceptable to the COUNTY.

(B) The COUNTY conditions its obligation herein, subject to the COMPANY promptly furnishing to the COUNTY, with evidence satisfactory to the COUNTY, that the COMPANY has accomplished its obligations relating to the Project. Reports shall be made to the COUNTY by the COMPANY every twelve (12) months, in a format provided by and satisfactory to the COUNTY.

SECTION 6. - Term

This Agreement shall become effective upon execution by the COUNTY and the COMPANY and shall remain in effect through close out of the Agreement pursuant to and consistent with its terms.

SECTION 7. - Reports

(A) The COMPANY shall provide the COUNTY with reports at least every twelve (12) months starting on _____, and every twelve months thereafter, or as frequently as specified by the COUNTY, on forms provided by the COUNTY for the duration of the Project. These reports shall give information regarding the number of new permanent jobs that have been provided by the Project, and of all activities affecting the implementation of this Agreement including, but not limited to, a narrative summary of progress on the Project in the report form approved by the COUNTY.

(B) The COMPANY shall provide the COUNTY a written annual verification, satisfactory to the COUNTY in its sole discretion, of compliance by the COMPANY with all agreed upon performance standards as set forth herein which verification must be certified by an officer of the COMPANY and submitted to the COUNTY. Annual verifications shall cover the entire twelve (12) months period subsequent to the effective date of this Agreement and subsequent twelve (12) months period for total of five annual verifications. The COMPANY, at its sole cost and expense, shall provide such verification to the COUNTY.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SECTION 8. - Force Majeure

In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 9. - Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and assigns of the parties.

SECTION 10. - Assignment

This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 11. - Public Records

The COMPANY shall allow public access to all documents, papers, letters or other materials, which have been made or received by the COMPANY in conjunction with this Agreement.

SECTION 12. - Records and Audits

(A) The COMPANY shall maintain in its place of business all books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such records shall be and remain available at the COMPANY place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement closure.

(B) The COMPANY agrees that the COUNTY or its duly authorized representatives shall, until the expiration of five (5) years after Agreement closure, have access to examine any of COMPANY'S books, documents, papers, and records involving transactions related to this Agreement. The COMPANY agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, based on audit examination, not to constitute allowable costs.

(C) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of the Agreement, in writing, and submission of the final invoice, whichever is sooner. COMPANY will provide proper facilities for access to and inspection of all required records.

SECTION 13. - Notices

(A) Whenever either party desires to give notice unto the other, notice may be sent to:

Seminole County
County Manager
1101 East First Street
Sanford, Florida 32771

With copies to:

Economic Development Director
1101 East First Street
Sanford, Florida 32771

COMPANY

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

SECTION 14. - Indemnity and Insurance

(A) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

(B) To the extent allowed by law, each party to this Agreement shall indemnify, save and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against other party to this Agreement, by reason of any act or omission of the responsible party, its respective officers, agents, subcontractors, or employees, in the execution of the work relating to this Agreement.

(C) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State Of Florida, nor as a waiver of sovereign immunity of the COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(D) The COMPANY shall provide necessary workers compensation coverage and unemployment compensation for its employees.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SECTION 15. - Conflict of Interest

(A) The COMPANY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part 111, Chapter 112, Florida Statutes, relating to ethics in government.

(B) The COMPANY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 1 12.3 12, Florida Statutes) either directly or indirectly, in the business of the COMPANY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(C) Pursuant to Section 216.347, Florida Statutes, the COMPANY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

SECTION 16. - Equal Opportunity Employment

(A) The COMPANY agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement, because or on account of race, color, religion, disability, sex, age, or national origin and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 17. - Compliance with Laws and Regulations

(A) In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 18. - Employee/COMPANY Status

(A) Persons employed or retained by the COMPANY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY officers and employees, either by operation of law or by the COUNTY.

(B) The COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, federal, state and local employment taxes if any attributable to the COMPANY personnel or contractors, and agrees to indemnify and hold the COUNTY harmless from any responsibility for same.

(C) In performing this Agreement, planning, developing, constructing, equipping, and operating the Project or carrying out any of the activities to be carried out by the COMPANY, the COMPANY will be acting independently, in the capacity of an independent entity, and not as a joint venturer, partner, associate, employee, agent or representative of the COUNTY.

SECTION 19. - No Third-Party Beneficiaries

(A) This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to the COMPANY'S interest in the Project, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 20. - Contingent Fees/Conflicting Employment

(A) The COMPANY covenants that it has employed and retained only bona fide employees working for the COMPANY and attorneys and consultants, to solicit or secure this Agreement. The COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual or from other than a bona fide employee working for the COMPANY, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement.

(B) The COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which adversely affect any interest or position of the COUNTY. The COMPANY shall not accept during the terms of this Agreement any retainer or employment from a third party whose interest appear to be conflicting or inconsistent with those of the COUNTY.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SECTION 21. - Governing Law/Attorneys' Fees

This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be entitled to recover from the other, reasonable trial and appellate attorneys, fees and costs.

SECTION 22. - Construction of Agreement

(A) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Its being recognized that both parties, COUNTY and COMPANY, have contributed substantially and materially to the preparation hereof.

SECTION 23. - Constitutional and Statutory Limitation on Authority of the COUNTY

(A) The terms and conditions of this Agreement placed upon the COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the COUNTY. Specifically, the parties acknowledge that the COUNTY is without authority to grant or pledge a security interest in any of the County's revenue sources or property.

SECTION 24. - Events of Default/Remedies

(A) For purposes of this Agreement, "Event of Default" shall mean any of the following:

- (1) The COMPANY shall misapply or cause the misapplication of COUNTY funds or credits received pursuant to this Agreement.
- (2) Any representation or warranty made by the COMPANY herein or in any statement, invoice or certificate furnished to the COUNTY in connection with the performance of the Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to the COMPANY by the COUNTY.
- (3) The COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to the COMPANY by the COUNTY, provided however; that the COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety or welfare.
- (4) The COMPANY fails to provide to the COUNTY the written verification, satisfactory to the COUNTY, of its performance obligations herein.

- (5) The COMPANY fails to expend Grant Funds in accordance with this Agreement.
- (6) The COMPANY fails to create and fill the minimum number of permanent new jobs within the limit prescribed in this Agreement.
- (7) The COMPANY fails to maintain the permanent new jobs created for the time period required by this Agreement.
- (8) The COMPANY fails to maintain an average salary level for such new jobs created equal to or greater than the per annum salary set forth in this Agreement.
- (9) If within forty-five (45) days after receiving written notice from the COUNTY that an Event of Default has occurred, the COMPANY shall either: (i) refund to the COUNTY that amount of funds equal to \$_____ per new job not created pursuant to terms of this Agreement; or (ii) refund such disbursed funds which the COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court, subject to determination of the COUNTY'S entitlement thereto. The COUNTY may proceed to assert any and all legal or equitable remedies provided by law.

SECTION 25. - Counterparts

(A) This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 26. - Headings

(A) All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 27. - Time

(A) Time is of the essence of this Agreement.



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SECTION 28. - Severability

(A) If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, effect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall preclude the continuing effect of this Agreement if a failure of consideration were to occur.

SECTION 29. - Entire Agreement

(A) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(B) No waiver or consent to any departure from any term, condition or provision of this Agreement shall be effective or binding upon any party hereto unless such waiver or consent is in writing, signed by an authorized officer of the party giving the same and delivered to the other party.

(C) The COMPANY agrees that no representations have been made by the COUNTY in order to induce the COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

NAME OF CORPORATION

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
The Board of County Commissioners
at their regular Meeting of _____, 20__.

County Attorney



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

SAMPLE

PERFORMANCE BOND (Economic Development Incentive Program)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, hereinafter called the "COMPANY" (the principle herein), and _____, a surety company authorized to do business and doing business in the State of Florida, (hereinafter called "SURETY") are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of _____ (_____), lawful money of The United States of America, to be paid to the Board of County Commissioners of the **County of Seminole**, to which payment well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

WHEREAS, the above COMPANY has entered into an Economic Development Incentive Program Agreement with **Seminole County Government**, dated _____, 2002, (hereinafter referred to as the "AGREEMENT") in which the COMPANY has made numerous representations, commitments, covenants and agreements and the City has agreed to provide the COMPANY with funds in the amount of _____ (_____), to assist the COMPANY in expansion cost, relocation expenses, equipment purchase, training and other legitimate business cost incentives needed for the expansion of the COMPANY in the City of Sanford, and;

WHEREAS, the COMPANY has agreed and adjourn hereby covenants and guarantees, among other things, that (_____) new permanent positions will be created and maintained for a period of two (2) years by _____, and;

WHEREAS, it is a condition of the AGREEMENT that this bond be executed:

NOW THEREFORE, SURETY unconditionally covenants and agrees that if the COMPANY fails to perform all or any part of the AGREEMENT, within the time specified, the SURETY upon forty-five (45) days written notice from the County, or its authorized agent or officer, of the default, will forthwith perform and complete the requirements of the AGREEMENT to which the COMPANY and SURETY unconditionally agree.

The COMPANY and the SURETY further jointly and severally agree that Seminole County Government, at its option shall have the right to call once or, up to the amount of this bond, on several occasions the funds guaranteed herein in the event of any failure to adhere to the terms of the AGREEMENT. In the event that Seminole County Government should exercise and give effect to such right, the COMPANY and the SURETY shall be jointly and severally liable hereunder to reimburse Seminole County Government the total amount hereof, including but not limited to legal cost which may be sustained on account of the failure of the COMPANY to carry out and execute all the provisions of the AGREEMENT or resulting from the SURETY failure to comply with its obligation herein made.

IN WITNESS WHEREOF, the COMPANY and the SURETY have executed the present performance bond, this ____ day of _____, 2002.

Address: _____

(SEAL)
(Company)

By: _____, its _____
(If corporation) CORPORATE SEAL

ATTEST: _____, its _____
(If corporation) CORPORATE SEAL

Surety

Address: _____

By: _____

ATTEST: _____



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)



ECONOMIC DEVELOPMENT INCENTIVE FUNDING ANNUAL PERFORMANCE REPORT

- I. Business Name: _____ Federal I.D. No. _____
 Name of Primary Contact: _____ Title: _____
 Address: _____ Phone: _____
- Summary of Agent Provisions:
 On _____ an agreement was executed between _____
 (Date) (Company)
 and Seminole County containing the following major provisions:
1. County to provide \$ _____ in Economic Development Funds for _____
 (Use of Funds)
 2. Capital Investment _____ in the amount of \$ _____ to be
 made by _____ by _____
 (Company) (Date)
 3. New jobs created totaling _____ over a _____ year period which
 jobs are to be created and maintained for a minimum of two (2) years.
 4. New jobs created to be compensated at a base salary of \$ _____.
 5. Surety in the form of _____ provided by the
 (Type)
 Company to the County for a _____ year duration.
 6. Company verification of capital investment and job creation.

II. Physical Development to Date: (describe location and square footage of buildings by type of use, existing or new construction or lease and other major on-site or near site improvements).

- III. Property, Construction and Utility Estimates
- A. Value of property purchased \$ _____
 - B. Value of new construction \$ _____
 - C. Established personal property value \$ _____
 - D. Total capital investment \$ _____

- IV. Job Creation
- A. Number of Jobs on Payroll as of Contract Execution Date
 Full-Time _____
 Part-Time _____
 Temporary _____

B. Breakdown of New Jobs by Type/Number/Salary over the reporting period:

Type	Number of New Jobs	Average Annual Salary	Number of Months New Job Filled
Management/Administration			
Professional			
Technical			
Service			
Trades			
Other			

C. Average Annual Salary of New Jobs Created (excluding Benefits) \$ _____



APPENDICES

Jobs Growth Incentive Fund Sample (Seminole County)

I hereby acknowledge that the information provided herein is an accurate representation of the company's existing job formation, salary and property values for the reporting period _____ to _____.

Signature of Chief Company Officer: _____ Date: _____
Printed Name: _____
Witness: _____

Mixed Use Transit Center RFP (Kirkland, Washington)

REQUEST FOR PROPOSALS

DOWNTOWN TRANSIT CENTER AND MIXED USE DEVELOPMENT 424 KIRKLAND WAY

CITY OF KIRKLAND DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT June 3, 2004

- Opportunity:** Mixed-use redevelopment of a privately-owned parcel in Kirkland's Central Business District with opportunities for retail space, office, parking, or combinations thereof in conjunction with a downtown transit center. The parcel contains approximately 73,900 square feet.
- Location:** 424 Kirkland Way. The property is south of the Park Place Shopping Center, east of the Kirkland Performance Center and Peter Kirk Park, west of the Emerald Office Building and north of a proposed retail/residential mixed use project.
- Development Team:** Qualified developers must have significant urban mixed use experience and a demonstrated ability to develop successful, high quality mixed use development in conjunction with a bus transit center. Qualified developers will have experience working in public/private partnerships and working effectively with community groups and transit agencies.
- Developer Selection Process:** The selection process will be in 5 stages:
 1. Submittal of proposals
 2. Evaluation and short listing of proposals by City, Sound Transit and property owner.
 3. Interviews of finalists
 4. Recommendation to City Council
 5. City Council selection of preferred developer
- Proposals Due:** Submittals are due no later than 5:00 p.m. on July 2, 2004.
- Contact Person:** Paul Stewart, Deputy Planning Director
 City of Kirkland
 Department of Planning and Community Development
 123 5th Avenue
 Kirkland, WA 98033
 425-828-1252 or pstewart@ci.kirkland.wa.us

The RFP is available at <http://www.ci.kirkland.wa.us/depart/planning/planning.htm>



APPENDICES

Mixed Use Transit Center RFP (Kirkland, Washington)

I. THE OPPORTUNITY

The City of Kirkland is seeking a qualified developer to work with property owner, Sound Transit and the City on redevelopment of a potential mixed use site in Kirkland's Central Business District. The City has selected the property at 424 Kirkland Way as its preferred site for a downtown transit center. The City is desirous of developing the property for a transit center along with a mixed use development that could include office or retail or combinations thereof. The transit center would be financed by Sound Transit and operated by King County Metro. Subject to Sound Transit approval, Sound Transit may fund up to \$13.3 million to develop a transit center with 8 bus bays based on a determination of public value.

The property is currently under control of the Quadrant Corporation. The owner of the property is a Limited Liability Company with the Quadrant Corporation as the current managing member implementing the major decisions of the company. The Quadrant Corporation will be available to assist and answer questions through the City of Kirkland during the time period prior to July 2, 2004. Price and terms for the sale of the property are subject to the sole discretion of the property owner and will be negotiated directly with The Quadrant Corporation (Managing Member). The Quadrant Corporation is also pursuing development opportunities on their own that may or may not include the transit center. **The developer must be able to secure the property by December 31st, 2004.**

The selected developer will have a demonstrated ability to build exceptional mixed-use buildings along with a transit center and work in partnership with public agencies and potential private partners

The City desires a quality project that meets the following objectives:

- Construct a transit center consistent with the schedule, budget, standards and requirements of the City, Sound Transit and King County Metro.
- Develop an economically, high quality mixed use project on an important property within downtown Kirkland
- Promote an active pedestrian environment.
- Pursue opportunities for partnerships with adjoining property owners if partnering results in a feasible project.

II. BACKGROUND INFORMATION

Downtown Profile

Downtown Kirkland is a high quality, lakefront, pedestrian village that is the social, cultural and civic center of the community. Its vibrant environment is a successful mix of unique shops, restaurants, art galleries, retail and personal services, finance, and parks, public art and entertainment for residents and visitors of all ages and incomes. It derives its uniqueness from its

historic downtown community roles, its physical setting along the shoreline of Lake Washington, its distinctive topography, the small-town, friendly atmosphere, and the human scale of existing development. The downtown economy is bolstered by a growing housing and office density and superb demographics. Information on the City's demographics can be found in the City's Community Profile <http://www.ci.kirkland.wa.us/depart/planning/pdfs/communityprofile.pdf> or through the Kirkland Prospector www.KirklandNOW.com.

Subject Property Profile

Site: The site has approximately 355' of frontage along Kirkland Way and Kirkland Avenue. There is 333' along the north end of the property and approximately 265' at the west end abutting Peter Kirk Park. The site is below grade from Kirkland Ave. and Kirkland Way. It slopes downward from east to west.

The site is improved with a 1964 constructed 16,473 square foot one-story structure which used to be the Kirkland True Value Hardware Store. The rest of the site is paved with parking stalls. The land is assessed at \$3,191,600 and 2004 taxes are \$34,672.

Zoning: The property is within the Central Business District 5 (CDB-5). This zone allows a number of uses including retail, restaurant, office and hotel. Residential is not allowed. The maximum building height for all uses is 2 to 5 stories above the average building elevation. The number of stories depends upon the setback from Kirkland Way.

Within 20 feet of Kirkland Way	2 stories
Within 40 feet of Kirkland Way	4 stories
Within 50 feet of Kirkland Way	5 stories

Also, no portion of a structure within 100 feet of Peter Kirk Park shall exceed three stories. The maximum lot coverage for all uses is 80% and the minimum required setback is 20'. The required front yard is 0' for those portions of buildings with continuous retail or restaurant uses at the street level. The minimum required yard abutting Peter Kirk Park is 10'.

Parking Requirements: Code parking requirements are:

Retail:	1 stall/350 square feet of gross floor area
Office:	1 stall/350 square feet of gross floor area
Restaurant:	1 stall/125 square feet of gross floor area
Hotel:	1 stall/guest room

The City encourages shared parking and will consider lower parking standards due to its location in the downtown and accessibility to the transit center.

Additional Review: Development in the downtown requires review and approval by the City Design Review Board to determine compliance with the City's design guidelines and design regulations. The transit center must be approved by the City and Sound Transit.



APPENDICES

Mixed Use Transit Center RFP (Kirkland, Washington)

Property Considerations:

All utilities are available to the site. The site has excellent frontage along Kirkland Way and is centrally located with proximity to retail, recreation, office, civic uses, and downtown activities. Central Way, located one block to the north, provides east/west access to and from I-405. Lake Street runs north to south along the Kirkland waterfront and provides access to Kirkland Ave.

The property contains utility easements as well as a 20' wide pedestrian and vehicular ingress/easement on the west side of the property. There is also a 10 foot wide utility easement on the west and east portions of the property. There is a cross-parking easement between this site and the Park Place Shopping Center to the north, however, the number of stalls and location is not specified.

Transit Center: The City has selected the site as the preferred location for a downtown transit center. A sketch layout of the transit center consisting of 8 bus bays has been designed and field tested. The development must include a transit center meeting the requirements and specifications of the City, Sound Transit and King County Metro. Environmental review will need to be undertaken to fulfill the requirements of Sound Transit.

Sound Transit has indicated that the City must demonstrate a feasible project by September, 2004 in order to qualify for funding and to be included in *Sound Move*. The scope, schedule and budget must be demonstrated in sufficient detail to ascertain probable cost. The transit center must be completed by 2009.

III SELECTION PROCESS

General Information

All questions regarding this RFP should be directed to:

Paul Stewart, Deputy Planning Director
City of Kirkland
Department of Planning and Community Development
123 5th Avenue
Kirkland, WA 98033
425.828.1252
pstewart@ci.kirkland.wa.us

Projected Schedule of Key Activities

July 2, 2004	Submittals Due
July 12, 2004	Interviews (tentative)
July 20, 2004	City Council selection (tentative)

Public Disclosure

All responses and accompanying documentation will become the property of the City. Respondents should be aware that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). Respondents should mark all materials they deem confidential or proprietary as such. However, the City will have no obligation to any respondent in the event the City must disclose information that a respondent may define as confidential or proprietary.

IV. SUBMITTAL REQUIREMENTS

Materials

Six copies of the following:

1. A description of the project, including:
 - a. Project concept.
 - b. General development proposal (this should consist of a narrative description and may include schematic visual depictions).
 - c. Timeline and steps to define the project in enough detail to ascertain scope, budget and schedule by September, 2004 to meet the criteria of Sound Transit.
 - d. Development timeline from selection to completion of development.
 - e. Description of anticipated City and Sound Transit's role in the development process, including actions, financial commitments and timeline needed for the proposed concept.
 - f. Response to the selection criteria.
2. Identification of team members, team roles, and team qualifications. Identification of the person or persons with the authority to represent and make legally binding commitments on behalf of the team.
3. Names and phone numbers of relevant references and clients.

Format

Submittals should be in the form of 8-1/2" x11" for text portions. Graphics which are larger than 8-1/2"x11" should be folded to 11"x17".

Miscellaneous Process Considerations

Proposals must include sufficient supporting material for City staff to evaluate. The City reserves the right to disqualify any response due to insufficient supporting or explanatory information or to request additional supporting information.

References may be checked for all parties identified under qualifications and experience of the respondents.



APPENDICES

Mixed Use Transit Center RFP (Kirkland, Washington)

Respondents may submit more than one response to this RFP. However, each response must be a separate, complete package that can be considered independently of any other response from the same respondent.

The City may amend or revise the RFP as a result of questions submitted by respondents or for any other reason that causes the City to believe it would be in the best interests of the City to do so. Such amendments or revisions will be sent to all persons or firms who have been provided copies of the RFP.

The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Late responses will not be accepted nor will additional time be granted to individual respondents unless the City extends the required submittal date for all respondents.

The City will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP or in the participation negotiations or any other aspect of this RFP process.

Respondents are responsible for errors and omissions in their responses, and any such errors and omissions will not serve to diminish their obligations to the City.

All firms or individuals doing business with the City of Kirkland shall have all required State of Washington licenses.

This RFP and the responses, including all promises, warranties, commitments and representations made in the successful response shall be binding.

The City reserves the right to disqualify respondents if the submittals are not based on reasonable market assumptions.

The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in responses.

V. SELECTION CRITERIA

The proposals will be evaluated to determine the developer most responsive to the City's and Sound Transit's objectives and most highly qualified to implement the project based on the following criteria:

1. Qualifications and Experience of the Firm and/or Principles

- a. Staffing with strong team experience, including a history of previous working relationships among the principal respondent and consultants.
- b. Demonstrated ability of the respondent to lead a development effort from predevelopment to full occupancy, particularly in the Puget Sound area.
- c. Experience in developing high-quality mixed use projects.

- d. Project staff capacity and ability to ensure that the project is designed and developed on time and within budget.
- e. Experience with complex transactions containing integrated planning and approaches to implementation of proposals, cost estimating, and project administration.
- f. Ability to be accountable on any matter affecting the City's and Sound Transit's interest throughout redevelopment.
- g. Ability to accommodate and respond to public review.
- h. Knowledge and experience working with public agency projects and requirements, and with community groups.

2. Demonstrated Responsiveness to City Objectives

- a. Compatibility of developer's project vision and general development concept with the City's objectives, and responsiveness of development concept to the City's objectives.
- b. Quality and breadth of schematic approach to the project.
- c. Timeliness of proposed development schedule.
- d. Ability to adjust the development concept to address evolving design, conceptual alternatives, plans, specifications, and financial conditions.

3. Demonstration of Ability to Implement Project Concept

- a. Plan for site control consistent with development concept.
- b. Financial capacity to complete development in a timely manner.
- c. Level of interest of potential tenants.
- d. Level of current involvement or presence in Puget Sound development projects.

Submission Date and Location

The deadline for proposals is **5:00 p.m. on July 2, 2004**. Any submittals arriving thereafter will not be accepted. Six copies of the materials should be submitted to:

Paul Stewart
City of Kirkland
Department of Planning and Community Development
123 5th Avenue
Kirkland, WA 98033

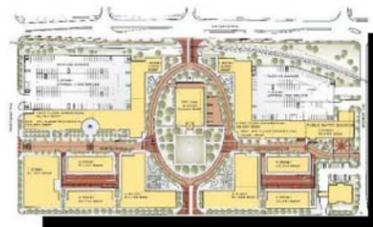


APPENDICES

Town Center RFQ/RFP (City of Maitland)



Request for Qualifications Joint Venture Redevelopment Maitland Town Center



Downtown Maitland Redevelopment Agency
RFQ 151-01-21
November 17, 2003

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City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

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REFERENCE DOCUMENTS

Reference Document A.	DOWNTOWN MAITLAND REVITALIZATION PLAN
Reference Document B.	MAITLAND TOWN CENTER DESIGN STANDARDS, ACI ARCHITECTS
Reference Document C.	MAITLAND TOWN CENTER DEVELOPMENT MASTER PLAN, 2003, DRMP, ENGINEERS
Reference Document D.	AutoCad DRAWING PACKAGE CD
Reference Document E.	Maitland Town Center Demographics



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

I. Project Overview

A. Introduction

The City of Maitland is located in north Orange County, Florida, and is part of the Orlando Metropolitan Statistical Area (MSA), one of the fastest growing areas in the United States. The City is physically located just minutes north of Orlando, Florida. (See Figure 1 – Location Map) Maitland, with a population of 15,360 (estimate) in 6.37 square miles, serves as a residential suburb within this metropolitan area and is a stronghold for established, quality schools and single-family neighborhoods. The City's major employment center is the mixed-use activity center west of I-4, known primarily as Maitland Center and Maitland Summit. With over 6.5 million square feet of Class A office, hotels and retail space, the area's daytime employment population exceeds 35,000 people. In addition to the City's central location in the Orlando Metro Area and proximity to the Orlando International Airport and the Orlando Sanford International Airport, the community's assets include direct access to Interstate 4 plus some of the best schools and parks in the region. The 2000 Census reflects an average household income of \$69,504. Since its inception, a Maitland address has always been desirable, as is illustrated by the established neighborhoods in the community.

Within the City, the Orlando Avenue corridor is approximately two miles in length and incorporates approximately 200 acres of property. The majority of the corridor was developed in the 1950s and 1960s. It represents a typical 'Strip Center' or linear orientation which fails to project the character of Maitland as a City with some of the most desirable office parks and residential areas in Central Florida and the southeast region.

Recognizing the need for an economic and visual realignment along the corridor, the City recently established a Community Redevelopment Agency (CRA) in cooperation with Orange County to revitalize the City's original commercial area. The effort has been rewarded with a series of development agreements approved for properties in the corridor. In addition to the several development agreements already in place, the CRA is soliciting qualification statements from developers interested in building a mixed-use Town Center project on an 18-acre site in the downtown area of Maitland Florida. The Town Center site (or "Site") is located at the intersection of Orlando Avenue (U.S. Highway 17 & 92) and Horatio Avenue. Figure 2 illustrates the location of the proposed Town Center site in the City.

Potential Master Developers should note that the City and the Community Redevelopment Agency have made every effort to provide accurate information in this RFQ/P. As such, the costs, dimensions, acreages, and other units of measure are intended to be accurate. **However, all such data is subject to change and updating and should be verified.**

B. History of Downtown

Through evolution, cities are constantly created by the reactions and accommodations of changing conditions. The manner in which Maitland has evolved reflects a unique and special area. Maitland has been sincere in its efforts to prepare for the future, with an appreciation of past accomplishments and good character. The Downtown Maitland Master Plan incorporates the City's past experiences into the future; understanding that a sustainable success for the future is dependent on how well the City preserves its good qualities today.

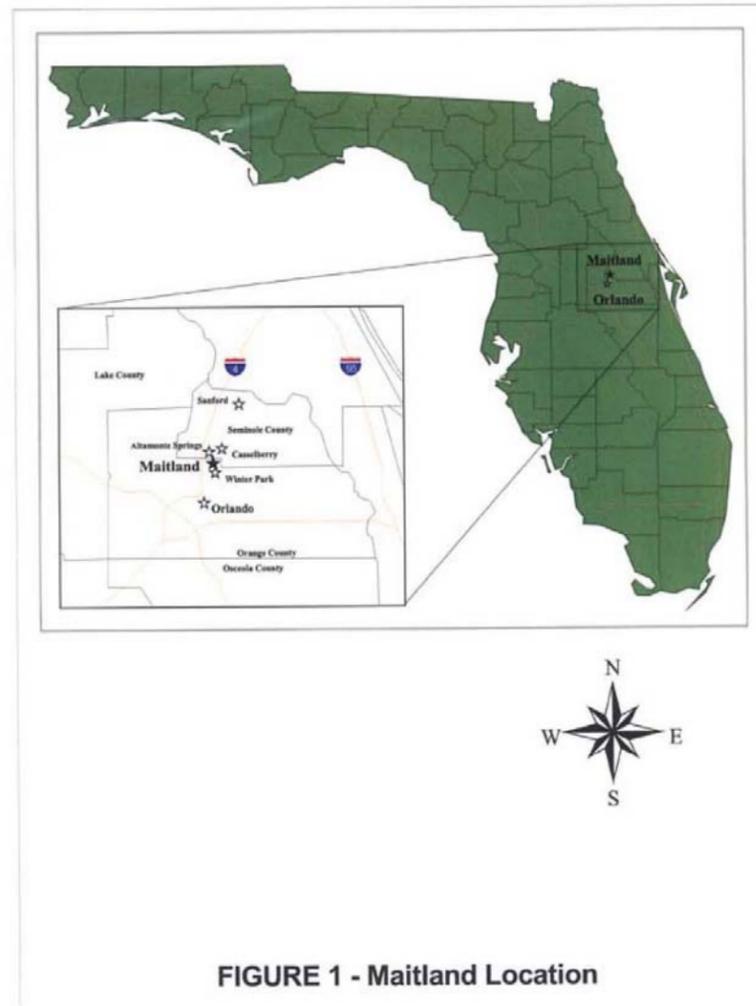


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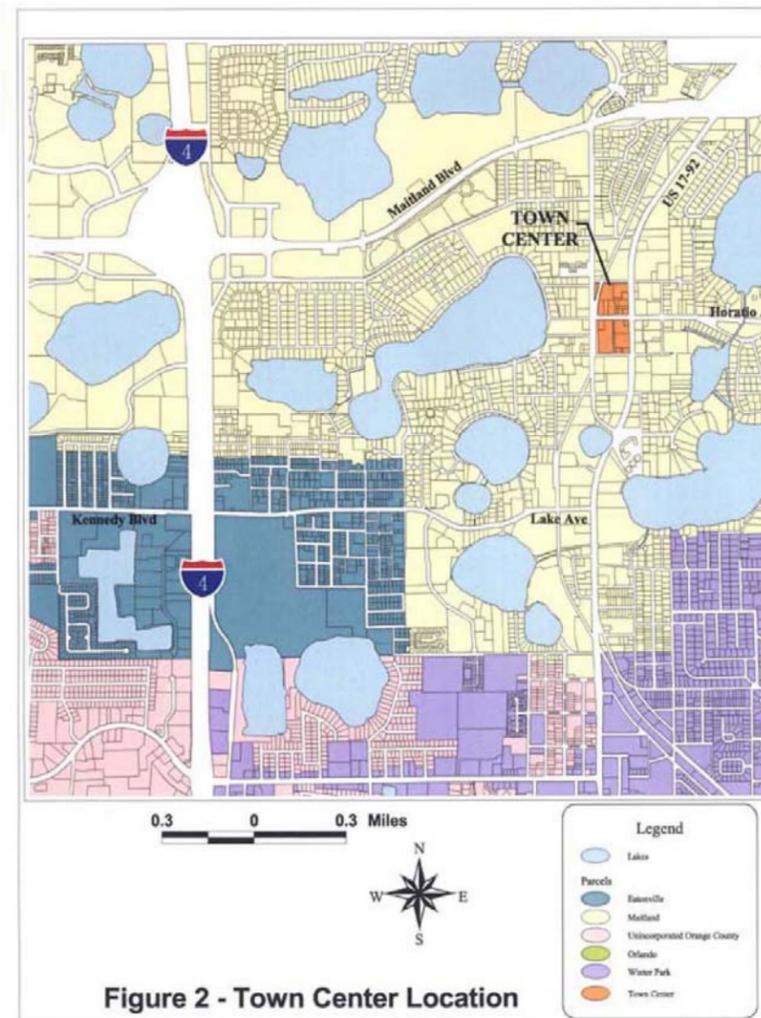
Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal





APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

The history of Maitland and the Orlando Avenue Corridor represents a litany of progressive leaders promoting the good will of the town. Thirty-one registered voters residing within the proposed corporate limits of Lake Maitland assembled on July 17, 1885 to incorporate, select officers, and organize a municipal government.

A boom period followed during the mid-1920's. Originally, the main road through the City was Maitland Avenue, known as Dixie Highway. Then, in 1925, the City and the State Road Department created State Road Number 3 or Dixie Highway, which became the current Orlando Avenue or U.S. Highway 17-92. The City wisely insisted on a 100-foot right-of-way. Today the Orlando Avenue Corridor includes numerous vibrant businesses and uses including the Bank of America, Parker Lumber, First Presbyterian Church, Antonio's La Fiamma restaurant, and Bucca de Beppo restaurant. Issues such as right-of-way, traffic circulation, safety, tree planting and coordination with businesses are the same today as when the corridor was first established.

As in any corridor, history provides challenges to the market and character of the Orlando Avenue corridor. To summarize the City's planning of the Corridor, the City's 1986 Comprehensive Development Plan determined that a special district for the City's commercial corridor would provide the focus for the downtown. The Plan called for changing development patterns from strip commercial or linear orientation to a more concentrated mixed use of government, office and commercial activities. As a first step the City adopted a Master Plan for the Cultural Corridor in 1995. Assets such as the Maitland Art Center and Lake Lily were integrated into a comprehensive landscape, design and infrastructure project.

Since adoption of the Downtown Maitland Master Plan in 1997, the City has invested over two million dollars in public infrastructure to encourage reinvestment in the Downtown area. Entry features, median and streetscape upgrades, transportation off-ramp improvements plus a regional stormwater pond illustrate the City's commitment to revitalization. The City has renewed this effort, adopting an aggressive Redevelopment Plan and, in September 2003, establishing the Maitland Community Redevelopment Agency (in cooperation with Orange County and in compliance with Florida Statutes 163, Part III). Figure 3, the Downtown Maitland Revitalization Area, depicts the properties subject to the Community Redevelopment Agency. The commercial history of Maitland and its economic survival and prosperity are key considerations in the redevelopment of the commercial district. The Redevelopment Plan's careful preparation included the participation of the City Council, Planning and Zoning Commission, and the Orlando Avenue Revitalization Committee, a volunteer working group including talented professionals, business owners and property owners in the corridor, developers and residents of adjacent neighborhoods. As such, the Plan intends to reflect a market driven approach to revitalization, including a balance of incentives for mixed use development and detailed design and material standards to ensure very high quality, long-lasting civic and community improvements. Three distinct districts are set forth in the Redevelopment Plan - each with distinct standards. The proposed redevelopment project is in the Packwood District of this Plan. (See Reference Document A--Downtown Maitland Revitalization Plan, which is also on the City's web site at http://www.itsmymaitland.com/downtown_revitalization.pdf)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

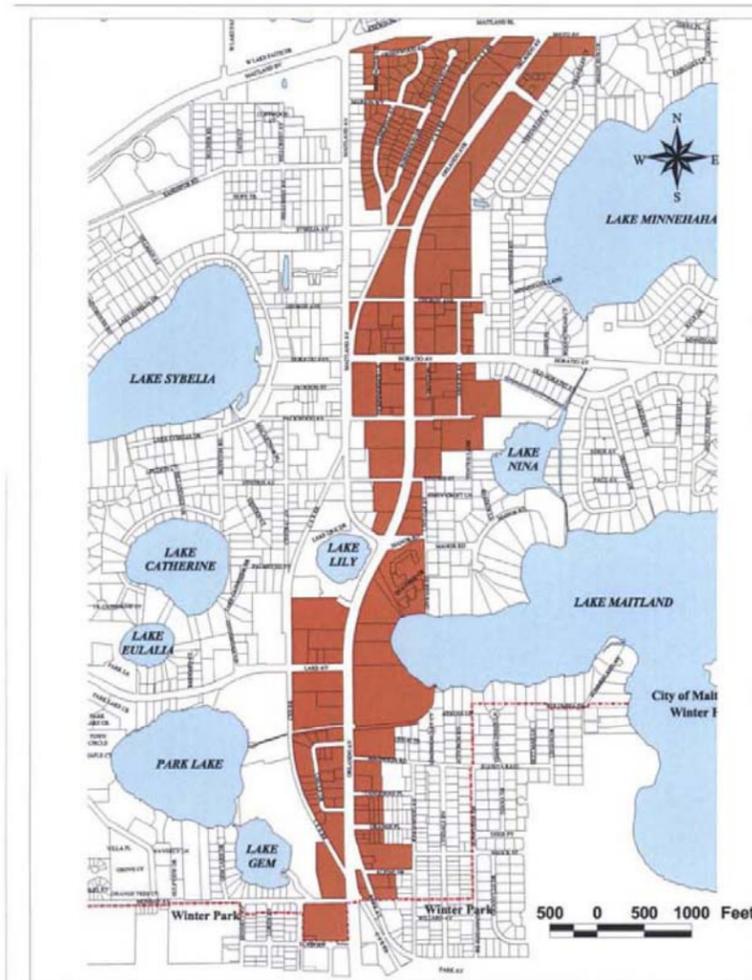


Figure 3 - Community Redevelopment Area



APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

C. Market Demographics and Traffic

Market demographics, roof-tops and traffic counts reflect the character and economic viability of an area. From a traffic standpoint, major four-lane facilities lead into and out of the Town Center. US 17-92 evidences over 41,000 daily trips (segment south of Horatio Avenue). Horatio Avenue (segment east of US 17-92) evidences 35,000 daily trips. Maitland Avenue (north of Horatio Avenue) averages 28,000 trips per day. These figures reflect an active "crossroads" location for the Town Center project. In addition to significant traffic counts, the below table reflects an affluent community with a \$91,250 average household income within one mile of the Town Center Site. See Reference Document E for more detail.

Table 1 - Market Demographics for Maitland Town Center			
	1 Mile Radius	2 Mile Radius	3 Mile Radius
Population & Housing Units			
2000 Census	6023	34243	88105
2001 Estimate	6377	35490	90515
2007 Projection	7232	38594	96606
Population by Race			
White (Non-Hispanic)	89.02%	78.34%	78.41%
Black (Non-Hispanic)	7.56%	15.41%	13.39%
Asian/Pacific Islander	1.31%	1.64%	2.25%
Other	2.11%	4.61%	5.95%
2002 Est. Average Household Income	\$91,250	\$77,794	\$67,790
2002 Est. Median Household Income	\$63,834	\$50,222	\$46,000
2002 Est. Per Capita Income	\$37,153	\$32,714	\$29,803
Median Age	42.06	39.74	37.66

D. Ongoing Projects

The Maitland Community Redevelopment Area already evidences substantial redevelopment. All such development is being accomplished in compliance with the Downtown Maitland Revitalization Plan, including but not limited to streetscape and design guidelines. Besides the public investment noted in the above section, the City has entered into Development Agreements with the following projects. Figure 4, Ongoing Development Projects, illustrates the project locations within the corridor.

1. First Presbyterian Church

The Developers Agreement with First Presbyterian Church of Maitland facilitated the expansion of the church and school while upgrading all street frontages to the streetscape standards in the City's Design Standards. Located in the northwest portion of the Packwood District, the First Presbyterian Church constructed a 25,500 square foot addition for education, day care, recreation and office. The City provided fee waivers in order to gain cross-access easements as well as right-of-way for the extension of Independence Lane and the George Avenue realignment at Maitland Avenue. These are vital to the implementation of the Town Center redevelopment project. Construction has been completed for this project.



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

2. Friday's Foresome

The City executed a Developers Agreement with Friday's Foresome to allow construction of a two-story building, with up to 24,800 square feet of retail/office space, on US 17-92 in the Sawmill District just north of Versailles Drive and the Versailles Office Park. The City required construction of a sewer lift station plus line extensions for use by adjacent properties. The City provided connection fee waivers to offset the actual construction costs for the system and long-term maintenance of the system. In addition, the City obtained a cross access easement to facilitate access from Versailles Drive to Mayo Avenue in conjunction with a similar easement obtained via the Mayo Maitland Developers Agreement. The development plan and streetscape were designed consistent with the Design Standards in the Downtown Plan. Construction has been completed for this project.

3. Sawmill

The City executed a Developers Agreement with Sawmill Properties to develop up to 40,000 square feet of restaurant/retail/bank/office space located on the west side of US 17-92. The City received assurances for a lift station easement to serve the west side of Orlando Avenue north of Sybelia Avenue and the commitment to construct the first interim regional stormwater pond on property owned by the City on the east side of Orlando Avenue. The City provided fee credits for the off-site construction and construction of the lift station and gravity line to serve adjacent properties. The City extended the deadline for this development for two additional years, beginning in 2003. Development approvals have been received, but construction has not begun on this project.

4. Maitland Place – Publix Supermarket

The Developers Agreement with Maitland Place LLC facilitated a new 32,000 square foot Publix supermarket with two 3,000 square-foot retail shops to serve as a beacon to shoppers at the southeast corner of Orlando Avenue and George Avenue. The City will receive a new grocery store and additional retail, with all streetscape improvements to meet the Design Standards. The developer receives impact fee and development fee credits in an amount of up to \$132,000 to reimburse it for relocating utilities underground. The City provides stormwater retention facilities, reserving the right to assess an annual maintenance fee for stormwater to the development. Certain City property is long-term leased to the developer, with a sale scheduled upon completion of a cleanup of groundwater contamination. All streetscape and building improvements meet the Downtown Maitland Revitalization Plan's Design Guidelines. The project is under construction, with completion scheduled for February/March 2004.

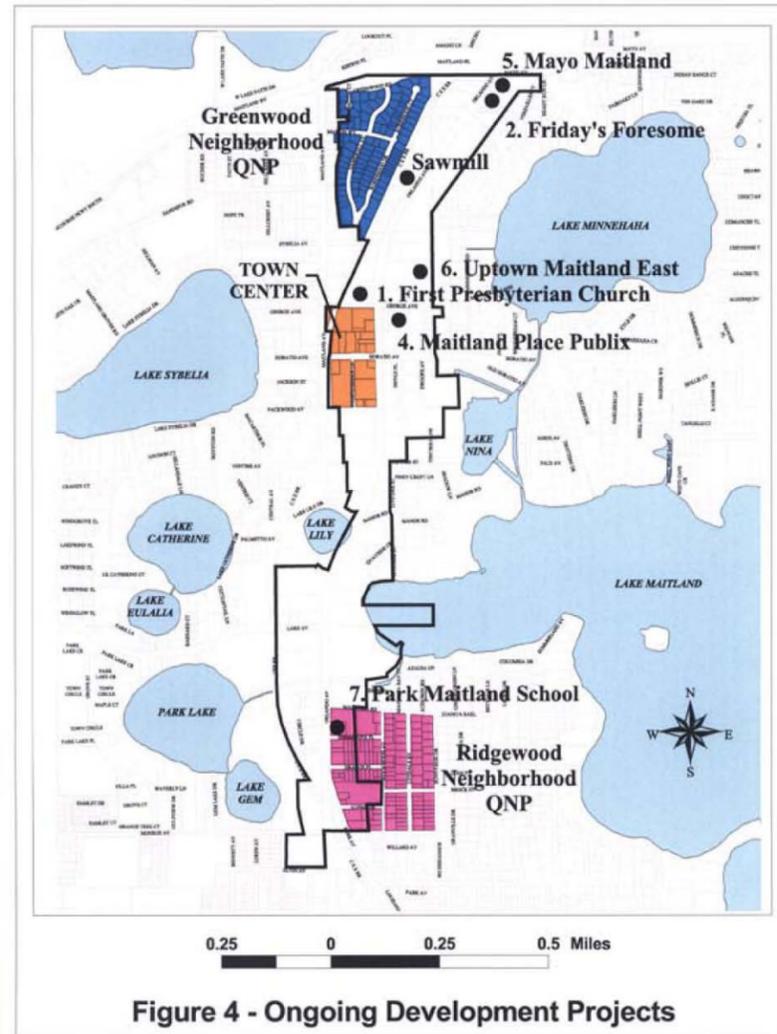


APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

5. Mayo Maitland

The Mayo Maitland Developers Agreement incorporates approximately one acre of vacant property at the southeast corner of the intersection of Orlando Avenue and Mayo Avenue. Several City goals coincide with the Mayo Maitland project. First, the City has been working to redevelop several obsolete and deteriorated properties including Mahoney's Auto Repair. The new 3,800 square foot repair shop constitutes relocation within the redevelopment area from the Packwood District to the southeast corner of the Mayo Avenue (just south of Maitland Boulevard) and Orlando Avenue (US 17-92), which is in the Sawmill District. The new two-story building façade will meet the Revitalization Plan's Design Guidelines including clapboard siding, stucco base, and architectural shingles. Most importantly, the redevelopment project implements the Revitalization Plan's traffic circulation objective to realign Mayo Avenue perpendicular to US 17-92 and facilitate a signalized intersection at this location. That realignment includes all streetscape elements in compliance with the Downtown Maitland Revitalization Plan. The intersection will eventually align with the proposed Maitland Boulevard off-ramp, which will provide direct eastbound access from Maitland Avenue to US 17-92. In addition to the business relocation and traffic safety improvement, the Mayo Maitland project eliminates one of three billboards in the Revitalization Area and provides a much needed cross access easement for area residents to access Mayo Avenue from Versailles Drive to the south. The project includes \$995,000 in City funding. The Agreement was approved in September 2003, and development is anticipated to begin in March 2004.

6. Uptown Maitland East

Uptown Maitland East consists of a minimum of 70 up to a maximum of 96 multi-family residential townhouses with a minimum of 18,000 square feet of retail/professional office space and up to 65,000 square feet of retail/professional office space, located in the Packwood District. A property swap will facilitate several objectives including the construction of a master stormwater retention area to be improved to a "Lake Lily" quality amenity and right-of-way to facilitate the City's construction of Sybelia Parkway and Swoope Avenue extension from George Avenue. The project is anticipated to commence construction in Spring 2004.

7. Park Maitland School

Park Maitland private school provides high quality education for primary and secondary grades. The popular facility is expanding 30,000 square feet to provide office space, classroom, and gymnasium multi-purpose space. The City will compensate the school for the costs to design and construct improvements outside the school property through waiver of development fees associated with the redevelopment. In addition, the City will credit the school for impact fees to offset the costs of streetscaping, traffic calming devices, traffic signage and utility relocation costs. One of the City's objectives is to prevent backup parking and circulation during student pickup periods as well as limit the capacity of the school (to 712 students) based on adequate facilities and services. Construction has begun, and the phased project anticipates completion of initial parking and internal circulation improvements with the kindergarten expansion in 2003, with anticipated completion of all improvements in 2005.

Besides private development generated through developers' agreements, the City has also completed two Quality Neighborhood Programs (QNP's) in cooperation with area residents to stabilize and upgrade residential neighborhoods in the Orlando Avenue Corridor. Both the Greenwood Gardens QNP and the Ridgewood Neighborhood QNP have been approved by the City Council, with implementation scheduled over the next five years. Public improvements include the relocation of all utilities underground, upgrades to the water and sewer systems,



APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

traffic calming devices (brick roadways on selected roads, chokers and raised brick crosswalks, and a roundabout), sidewalks, pedestrian lighting, and a street tree planting program. The QNP's are designed to encourage reinvestment in the existing neighborhoods. These neighborhood areas are also highlighted on Figure 4 with the properties affected by Developers' Agreements. (A more complete description of proposed neighborhood upgrades is available in Reference Document A, the Downtown Maitland Redevelopment Plan.)

Finally, the ongoing construction activity and establishment of the CRA have generated enthusiasm in the development community and with property owners in the Corridor. New construction projects are being developed within all three districts, as well as in the neighboring Cultural Corridor District. Likewise, public reinvestment continues, with the resurfacing of Orlando Avenue scheduled by FDOT in the next two years and the construction of critical roadway improvements scheduled by the City within the next eighteen months. This will ensure that the positive development activity is supported by the infrastructure.

E. The Town Center Redevelopment Project

The Town Center constitutes the focal point in Maitland's Downtown and is the subject property for this RFQ/P. Centrally located in the Packwood District (See Figure 5 – Packwood District Plan and Figure 6, Town Center Master Plan), the Town Center project represents the anchor development for redevelopment of the Packwood District. The properties are located on the west side of Orlando Avenue and east of Maitland Avenue, one block north and south of Horatio Avenue. The Revitalization Plan envisions a mixture of private and public uses to create a pedestrian oriented mixture of civic and private spaces. The Maitland Town Center Design Standards report by ACI Architecture is included as Reference Document B of this RFQ/P. Figure 6 (Plate B of ACI report) depicts the proposed layout of the Town Center. The Town Center will include a new Public Safety building (under 30,000 square feet in total square footage) to replace the aging Police and Fire Stations located in the same properties. The City has completed a preliminary Needs Assessment and is in the process of developing Schematic Plans for the building. The proposed Public Safety building will consolidate Police and Fire services in a three-story building designed to serve as a liner building on the parking garage. This civic improvement will serve an immediate need and is required to be constructed early in the first stages of development.

In addition, a new City Hall is proposed in the center of the development, surrounded by over an acre of open space/park land. The Needs Assessment has been completed (the current City Hall building is over thirty-five years old and cannot accommodate consolidation and expansion as originally anticipated), but Schematic Design documents have not begun, as this building is expected to follow the Public Safety building in priority and construction staging. The building is proposed as a three-story structure, including 40,000 gross square feet.

Two medium-sized parking garages are proposed on either side of Horatio Avenue to provide easily accessed parking for the development, providing over 1,700 parking spaces. Likewise, over two hundred street-level parking spaces are provided for convenient access to retail and service uses which cater to drop-in services. The Plan ties into the City's Cultural Corridor amenities, which are in turn tied to planned regional bicycle and pedestrian routes. Horatio Avenue, currently a four-lane through street, is proposed as a one-way loop road providing nearly the same capacity, but routing the traffic in grid fashion to the north and south via an extended Independence Lane. The roadways include parallel parking and bicycle lanes.



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

FIGURE 5
PACKWOOD DISTRICT





APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

The Town Center Site includes the properties shown in Table 3. Figure 7 illustrates the actual properties.

Table 3 – Parcel Information on Properties in Site			
Map Reference	Site Address/Uses/Public-Private Ownership	Parcel Number	Square Feet (acres)
A	155 South Orlando Ave/part of grocery store site/private	25-21-29-1452-00010	8669.97 (0.2)
B	155 South Orlando Ave/part of grocery store site/private	25-21-29-1452-00050	2125.00 (0.05)
C	235 South Orlando Ave/part of grocery store site/private	25-21-29-6516-02200	10,988.89 (0.25)
D	155 South Orlando Ave/part of grocery store site/private	25-21-29-6516-02160	64,575.38 (1.48)
E	111 South Orlando Ave/ice cream shop/private	25-21-29-6516-02121	8199.73 (0.19)
F	145 South Orlando Ave/retail plaza/private	25-21-29-6516-02110	49,738.87 (1.14)
G	1776 Independence Lane/ city hall and police-fire campus/public (city)	25-21-29-6516-01010	149,298.43 (3.43)
H	221 East Horatio Ave/dry cleaner-retail bldg/private	25-21-29-5472-01130	9986.29 (0.23)
I	111 North Orlando Ave/used car lot-auto repair (old gas station)/private	25-21-29-5472-01140	12,151.84 (0.28)
J	125 North Orlando Ave/storage bldg (old hardware store)/private	25-21-29-5472-01022	10,604.98 (0.24)
K	105 East Horatio Ave/parking lot/public (city)	25-21-29-5472-02010	42,738.75 (0.98)
L	201 East Horatio Ave/vacant bank bldg/private	25-21-29-5472-02100	31,450.88 (0.72)
M	203 East Horatio Ave/access to retail-service bldg/private	25-21-29-5472-01021	12,827.47 (0.29)
N	141 North Orlando Ave/retail-service bldg/private	25-21-29-5472-01011	16,852.16 (0.39)
O	203 East Horatio Ave/retail-service bldg/private	25-21-29-6516-07061	6273.52 (0.14)
P	233 North Orlando Ave/auto repair facility/private	25-21-29-6516-07060	16,805.12 (0.39)
Q	253 North Orlando Ave/bank w/drive-thru/private	25-21-29-6516-07050	56,990.43 (1.31)
R	290 East George Ave/parking lot/private	25-21-29-6516-07020	57,306.67 (1.32)
S	110 North Maitland Ave/civic bldg/public (city)	25-21-29-6516-07030	16,119.22 (0.37)
Total			583,703.60 (13.39)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal





APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

1. Land Uses, Comprehensive Plan and Zoning

The Revitalization Plan is consistent with the Maitland Comprehensive Development Plan and the City's Zoning Code. Therefore, no plan amendments or rezonings are required if the proposed plan is used or if modifications remain consistent with the Design Standards. The Revitalization Plan provides for Preferred Land Uses which reduces administrative review from 60 days to 30 days and Planning and Zoning Commission Approval (for Conditional Uses) with a time reduction from 270 days to 90 days.

Preferred Land Uses include the following:

- Grocery and specialty shops
- Daily retail such as: groceries, pharmaceuticals, jewelry, apparel and similar products
- Retail nurseries, lawn and garden supply
- Banks and financial institutions
- Restaurants
- Wine retailer with a shop
- Hotels (limited in size)
- Multifamily residential
- Barber or beauty shop
- Retail hardware, lumber and building supplies
- Movie theater
- Business, medical and professional office
- Coffee shop, café/deli, sidewalk café
- Micro-brewery
- Bed and Breakfast/Inns
- Mixed use (retail/office/residential w/2-3-story height)
- Museums, Galleries and Performing Arts Facilities

Conditional land uses are exemplified by: Veterinarian and veterinary services; Building trades contractor (w/o outside storage); Department stores; Gasoline service station; Laundry or dry cleaning pickup station/establishment; Country general store; Home services (caterer, pest control, etc.), Child care center, Plant nursery or landscaper, Print shops/job printing/bindery/silk screening; Catalog showrooms; Repair and service garage; Entertainment (bowling alley/billiards).

Prohibited land uses are exemplified by: Manufacturing; Package store for sale of alcoholic beverages; Auction house or pawnshop; Rental of automobiles or trailers; Hospital; Duplex, triplex, quadraplex; Wholesale; Secondhand merchandise; Drive-in restaurant; Auto laundry; Single-family detached residential.

2. Architectural Design Standards for Maitland Town Center

The Revitalization Plan reflects General Design Guidelines as well as specific guidelines for each of the three districts. The Packwood District guidelines include two distinct street types which dictate building placement, building height, hardscape and landscape. The Maitland Town



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

Center Design Standards report by ACI Architecture details the minimum requirements for the Town Center project and is included as Reference Document B of this RFQ/P. Project elements are summarized as follows:

- **New Public Safety Building** – Block and stack diagrams depict each of three floors for the 13,012 square foot building footprint.
- **New City Hall** – Block and stack diagrams depict each of three floors for the 13,300 square foot footprint.
- **Building Archtype** – Traditional forms, patterns and materials are set forth as guiding principles. Ground floor for all building types will be a minimum of 16'-0" floor to floor, upper level residential floors being a minimum of 10'-6" floor to floor and upper level commercial floors (including City Hall and the Public Safety Building) being a minimum of 14'-6" floor to floor. Materials are noted as minimum quality levels.
- **Hardscape Patterns** - Careful consideration of hardscape patterns and materials include color, pattern and texture types for each Plaza, Parallel Parking, Crosswalk and Street. The document outlines specifications for the various materials accepted as a minimum quality level.
- **Streetscape Patterns** – Specific street lighting and post design specifies fixtures such as Sternberg Vintage Lighting model numbers. Specialty lighting and signalization are specified by location within the Town Center.
- **Section Profiles** - Section Profiles depict dimensions of sidewalks, streets, parking, curbs and building heights. Typical curb and paving details are included.
- **Landscape Patterns** – Three distinct Park and Placemaking Realms are identified with specific landscape and streetscape treatments for each realm including plant, shrub and groundcover specifications.

In summary, the Architectural Design Standards for the Maitland Town Center clarify the City's vision for the Town Center. While these standards continue to evolve and be refined, the Master Developer is provided with clear direction and a minimum level of quality required by the City. Any alterations or modifications must be submitted with the RFP (Stage II) portion of the responses, with the intent to consider only equal or better quality levels for approval. An annual design review fee shall be assessed until project completion (\$125,000 per year).

3. Infrastructure

The City's commitment to the Maitland Town Center project is reflected in the advanced permitting and infrastructure engineering that has already been accomplished. The City's consultant engineer, DRMP, has prepared preliminary engineering for the entire Town Center project, including stormwater, environmental, roads, traffic control, site development, and utilities (See Reference Document C - Maitland Town Center Redevelopment Master Plan, 2003). The report includes geotechnical analysis, soil borings, street, parking and utility layouts as well as traffic control.

Underground Utilities and Electric. All electric and phone, cable and similar utilities shall be underground.

Potable Water and Sewer. The City's has pre-engineered all major anticipated water and sewer improvements. Overall improvements in the Redevelopment Area are included in the DRMP Plan.

Stormwater. The Downtown Maitland Plan incorporates a Stormwater Master Plan featuring a shared off-site stormwater system. The system allows private property to be used more



APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

effectively for site design, and limited parking. Furthermore, it reduces the approval process time. The Stormwater Master Plan is general outlined as follows:

1. The City has submitted a Master Stormwater Plan for approval by the St. John's Water Management District (SJWMD).
2. The City has submitted and shall obtain permits from SJWMD for constructing the master regional pond for treating storm-water for the Packwood District.
3. The City has committed to advance purchase of property for the regional pond for the Packwood District through Developers Agreements and land contracts, although construction may not occur immediately.
4. Property owners and developers shall purchase credits for the regional pond(s) from the City's Stormwater Impact Bank (\$\$/cubic foot) when applying for a permit for a specific development. The fee is based on the pro rata share of the acquisition, design, construction and maintenance cost, with the pro rata share calculated based on the volume required for the proposed development by the Water Management District. The Town Center's share of the Stormwater Impact Bank is approximately \$350,000.00.
5. Property owners and developers shall apply for a general permit from SJWMD (approximately 30-60 day approval process), with the review limited to capacity requirements and the conveyance system.
6. Developers shall also be responsible for a pro-rata share of annual operations and maintenance.

Essentially, the Town Center's drainage will be provided by the Swoope Master Pond located on the east side of U.S. Highway 17 & 92. Figure 8 illustrates the planned storm water treatment for the proposed project.

Transportation – Access management and traffic circulation patterns are proposed to be modified with the Town Center project. The main entry into the development is at the intersection of Orlando Avenue and Horatio Avenue. Additional access points include George Avenue at both Maitland Avenue and Orlando Avenue, and Packwood Avenue at both Maitland Avenue and George Avenue. Several significant transportation improvements are proposed with the project, including the realignment of Horatio Avenue to become a traffic circle surrounding the new City Hall and park areas, realignment of George Avenue at Maitland Avenue to provide a true plus intersection, as well as replacement of existing signals with mast arm signals at US 17-92 and Maitland Avenue.



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

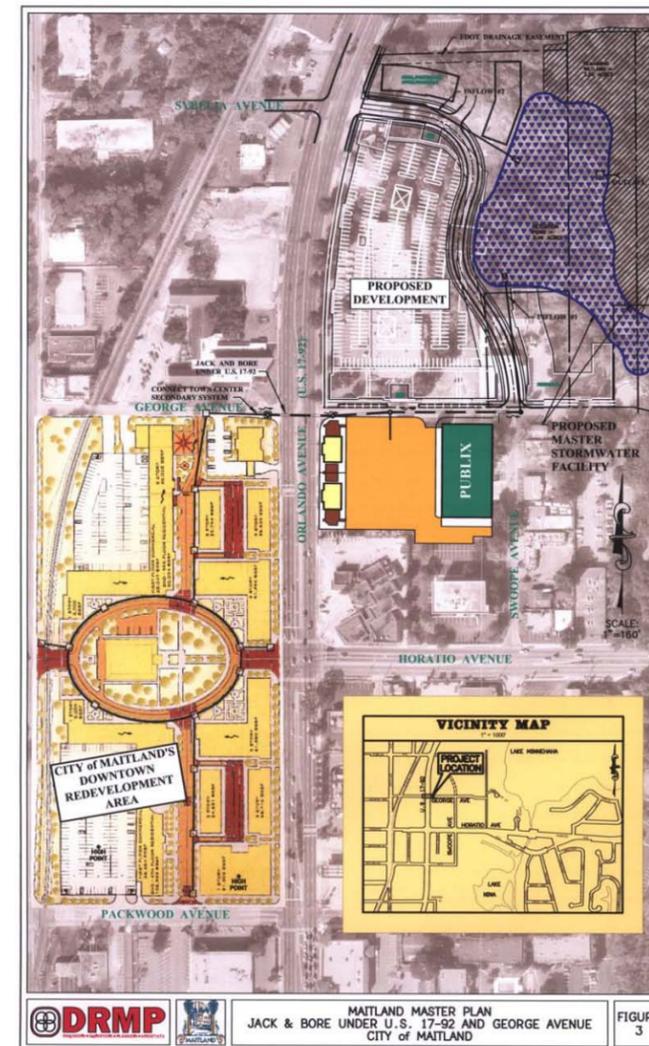


FIGURE 8 OFF-SITE STORM WATER



APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

Summary - The DRMP plan reflects preliminary design of the entire Town Center project as well as a realistic cost estimate of infrastructure costs.

Table 4 - Town Center Infrastructure Improvement Summary	
Description	Cost*
Construction of Improvements including roads, water and sewer, lines, lift stations, stormwater pond, street lights, signs, railroad crossings, etc.	\$5,043,300
Professional Fees and Field Data Collection – 20%	\$1,008,660
Permits, primarily railroad	\$32,000
Total Estimated Cost	\$6,083,960
30% Contingency (Construction)	\$1,512,990
Total with Contingency	\$7,596,950
*These costs are estimates. They do not include relocation of utilities, which are assumed to be at the expense of individual utility owners. Various other costs are not included including but not limited to reconstruction, landscaping, hardscaping, sidewalks around perimeter of Town Center, landscaping, hardscaping, streetscaping and irrigation, demolition of buildings, other unknown items such as potential contamination clean-up.	

4. Permitting and Entitlements

As noted above, Comprehensive Development Plan and Zoning designations are already in place and do not require change. The proposed Master Site Plan included with the RFQ/P package in the Design Standards has been reviewed and substantively approved by the various boards in the City (Planning and Zoning Commission and City Council). The City will negotiate a developer's agreement with the master developer chosen to implement the project. This agreement will outline the time frames for procedural approvals for replatting the properties, administrative site plan review approvals for individual buildings, and other permits required for the project. Permits are required from the Department of Transportation and Water Management District, but these have been streamlined based on the early permitting processed by the City. See the below table for major permit status. Subject to any modifications agreed to by the City and the Master Developer, preliminary engineering and conceptual permitting has been accomplished. Final engineering will be required prior to actual construction. Regarding the building program and land use mix, again, the City's vision is well defined; the Master Developer can follow the Design Standards with confidence of approval. The public buildings and common areas are also well thought out and ready for final construction drawings.



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

Table 5 – Permit Matrix		
Permit Description	Agency	Status
Master Stormwater Permit	St. Johns River Water Management District	City formally applied November, 2003. Anticipated approval date: May 2004
Off-Site Stormwater Conveyance	St. Johns River Water Management District	Permit issued November 2003; Construction contract approved November 2003 with completion scheduled for February 2004
Dredge and Fill (Off-site Stormwater)	Army Corp of Engineers	Submitted August 2003; Anticipated approval: April 2004
State Right-of-way Use Permits	Florida Department of Transportation	Not submitted; typical turn-around 60 days.
Railroad Crossings	CSX Transportation	Not submitted; 60-90 days.
Vegetation Removal	City of Maitland	Approved upon installation of tree barricades and silt fencing.
Site Permit	City of Maitland	Seven (7) to (14) day approval (after site plan approval)
<i>Note: This table reflects many of the major permits required for the Town Center project; it does not include all required permits. See Reference Document C, DRMP Engineering Study for detailed infrastructure information.</i>		

F. Financial Participation By City, Incentives and Land Purchase

The City of Maitland has expended hundreds of thousands of dollars in developing the proposed development plan, including surveys of the entire project boundary, geotechnical studies, preliminary engineering, and the permit and construction plans for the regional stormwater pond and conveyance system from the intersection of George Avenue and Orlando Avenue east. Workshops and hearings have been held with the Local Planning Agency and City Council to ensure the plan is acceptable to the City. The information is made available for detailed discussions at an early stage. Likewise, the City has applied for permits from the Army Corps of Engineers and the St. Johns River Water Management District to streamline the permitting stage of the development. This is intended to allow construction to begin soon after land assemblage. This is considered a critical incentive for the Town Center project.

The City has approved a Community Redevelopment Agency for the area and has joined in partnership with Orange County to provide additional funding options for the project, using tax increment revenues to offset some of the infrastructure/parking costs. This is an added incentive. The City also anticipates financial participation relative the new City Hall and Public Safety facilities, and is a willing

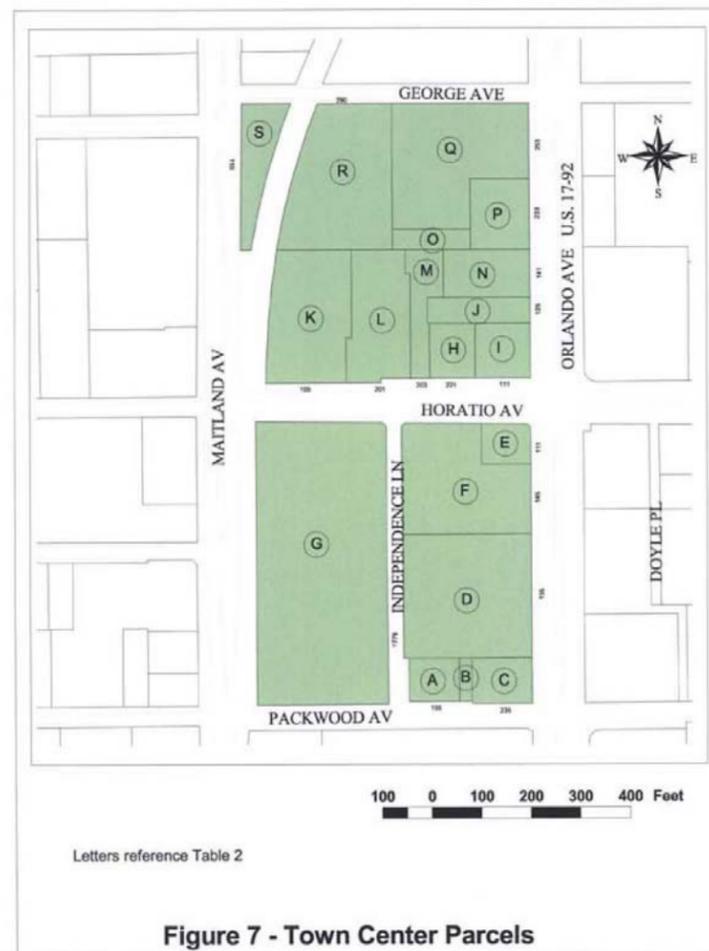


APPENDICES

Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

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Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

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3. Infrastructure

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City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

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3. The City has committed to advance purchase of property for the regional pond for the Packwood District through Developers Agreements and land contracts, although construction may not occur immediately.
4. Property owners and developers shall purchase credits for the regional pond(s) from the City's Stormwater Impact Bank (\$\$/cubic foot) when applying for a permit for a specific development. The fee is based on the pro rata share of the acquisition, design, construction and maintenance cost, with the pro rata share calculated based on the volume required for the proposed development by the Water Management District. The Town Center's share of the Stormwater Impact Bank is approximately \$850,000.00.
5. Property owners and developers shall apply for a general permit from SJWMD (approximately 30-60 day approval process), with the review limited to capacity requirements and the conveyance system.
6. Develops shall also be responsible for a pro-rata share of annual operations and maintenance.

Essentially, the Town Center's drainage will be provided by the Swoope Master Pond located on the east side of U.S. Highway 17 & 92. Figure 8 illustrates the planned storm water treatment for the proposed project.

Transportation – Access management and traffic circulation patterns are proposed to be modified with the Town Center project. The main entry into the development is at the intersection of Orlando Avenue and Horatio Avenue. Additional access points include George Avenue at both Maitland Avenue and Orlando Avenue, and Packwood Avenue at both Maitland Avenue and George Avenue. Several significant transportation improvements are proposed with the project, including the realignment of Horatio Avenue to become a traffic circle surrounding the new City Hall and park areas, realignment of George Avenue at Maitland Avenue to provide a true plus intersection, as well as replacement of existing signals with mast arm signals at US 17-92 and Maitland Avenue.



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Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

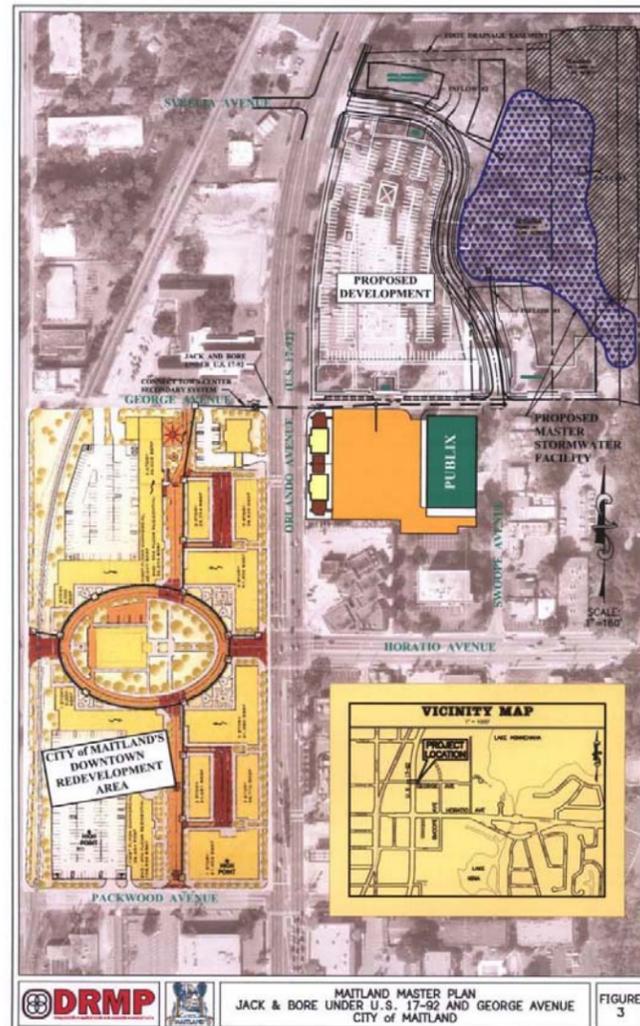


FIGURE 8 OFF-SITE STORM WATER



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

Summary - The DRMP plan reflects preliminary design of the entire Town Center project as well as a realistic cost estimate of infrastructure costs.

Table 4 - Town Center Infrastructure Improvement Summary	
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30% Contingency (Construction)	\$1,512,990
Total with Contingency	\$7,596,950

*These costs are estimates. They do not include relocation of utilities, which are assumed to be at the expense of individual utility owners. Various other costs are not included including but not limited to reconstruction, landscaping, hardscaping, sidewalks around perimeter of Town Center, landscaping, hardscaping, streetscaping and irrigation, demolition of buildings, other unknown items such as potential contamination clean-up.

4. Permitting and Entitlements

As noted above, Comprehensive Development Plan and Zoning designations are already in place and do not require change. The proposed Master Site Plan included with the RFQ/P package in the Design Standards has been reviewed and substantively approved by the various boards in the City (Planning and Zoning Commission and City Council). The City will negotiate a developer's agreement with the master developer chosen to implement the project. This agreement will outline the time frames for procedural approvals for replatting the properties, administrative site plan review approvals for individual buildings, and other permits required for the project. Permits are required from the Department of Transportation and Water Management District, but these have been streamlined based on the early permitting processed by the City. See the below table for major permit status. Subject to any modifications agreed to by the City and the Master Developer, preliminary engineering and conceptual permitting has been accomplished. Final engineering will be required prior to actual construction. Regarding the building program and land use mix, again, the City's vision is well defined; the Master Developer can follow the Design Standards with confidence of approval. The public buildings and common areas are also well thought out and ready for final construction drawings.



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Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

tenant/owner for the project, providing a stable occupancy for the area. Furthermore, the City is open to creating assessment districts for parking garages and/or infrastructure costs to assist the developer (subject to a uniform collection method, i.e., \$3.50/square foot for office retail, \$300/unit for residential units/year, etc., and a guaranteed payment provision-lien on property) and the use of a portion of its development fees (total fees estimated at \$5.5 million, depending on the actual land use mix and structural square footage) for construction of the infrastructure and parking garages. Finally, the City anticipates participation in land value of public property that may be transferred as part of the development process, as well as cooperation in the private land assemblage, including but not limited to, introductions, coordination and eminent domain proceedings for acquisition, if necessary. All costs including the purchase price of land will be reflected in the Developer's Agreement executed between the Master Developer and the City. Purchase price will be established for land presently owned by the City based upon a pro forma financial analysis of the land value related to the development project and appraisal, as appropriate. An overall cost summary of public elements of the project is provided below.

Table 6 - Town Center Project Infrastructure/Civic Building Summary	
Cost Summary	Total
Town Center Infrastructure	\$7,596,950
City Hall	\$7,600,000
Public Safety Complex	\$5,500,000
Total	\$20,696,950



City of Maitland Community Redevelopment Agency
Town Center Request for Qualifications/Proposal

II. RFQ/P Process Description and Schedule

This is a joint Request for Qualifications and Request for Proposals (RFQ/P) document. It is intended to provide interested developers with enough information to participate in both the RFQ and RFP stages of the developer selection. **Please note, while participation in the RFQ is open to all interested developers, participation in the RFP (Stage 2) will be restricted to developers pre-qualified in Stage 1. Also, proposers should recognize that addenda will be issued for the Request for Proposal after receipt of responses to the Request for Qualifications.**

Participation in the RFQ stage is open to all interested developers or development teams who can demonstrate both the experience and financial backing to execute the proposed project. Development proposals are not requested as part of the RFQ stage, and will not be accepted. Information that is requested is identified in the Stage 1: Qualification Submittal section of this document.

Participation in the RFP stage will be by invitation only. Only the most highly qualified developers or development teams will be asked to participate in this final stage, which is expected to conclude with the selection of several top-ranking Master Developers. Information that is requested as part of the RFP stage is identified in the Stage 2: Proposal Submittal section of this document.

The RFP stage will conclude with a final ranking of the Master Developers. Once approved by the CRA Board, the top-ranked Master Developer will be invited to enter into an agreement with the Agency for development of the Site. The Agency's intent is to negotiate a Developer's Agreement (DA) with the Developer containing terms governing the land assemblage (including City's willingness to assist and provide eminent domain proceedings, if necessary), public development approvals, and responsibilities to ensure a quality development. If no Agreement is reached with the top-ranked Master Developer, the second-ranked Master Developer will be invited to enter into negotiations and this process will continue until a successful Agreement is reached or no Agreement is reached.

A. Stage 1: Qualifications Submittal

The Agency requests ten copies of a Statement of Qualifications. Please include the following information with your response. Responses shall be organized in a tabular fashion, with each section starting with a new tab. The qualifications submittal shall include the following elements:

1. Letter of Transmittal

Include a letter of transmittal demonstrating the Proposer's understanding of the proposed development and the names and titles of the persons who will be authorized to make representations for the Proposer.

2. Statement of Interest and Vision

In a brief statement, please discuss why you are interested in developing the Site.

3. Team Identification

Describe the makeup of the team that would be involved in the implementation of the project; e.g., developer, design architect, urban designer, leasing consultant, retail broker, financial partners, construction contactor (if identified) and other team members you feel are important to your approach.

Provide an explanation of the development team's preliminary proposed organizational and management approach for this project, including a description of the roles and responsibilities of each team member. Identify the decision-makers for the project, including the individual who



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Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

will serve as the principal or managing partner for the development.

Describe how your team would like to engage current as well as neighboring business owners, property owners, residents, and other interested community members in the development process. There are existing businesses operating on the site desirous of being relocated within or in close proximity to the proposed project site. Describe the experience your team has with business relocation within developments or/and outside development borders, as well as with community engagement and identify whether your team includes a community liaison. How will community concerns be factored into your approach to the project and ultimate decision-making about the project?

In addition, describe the extent of previous collaboration among team members. Identify when each entity in the development firm, company or partnership was formed and the extent and nature of development experience of the firm, company or partnership. Please describe how your team will work together to ensure success of each development component, i.e., residential, retail commercial, office and civic uses.

For key members of the team, please enclose resumes as well as brief descriptions of their key roles and responsibilities for this project.

4. Type of Relevant Experience

The Agency seeks a development team with experience in mixed-use developments; redevelopment agency projects; infill development in urban areas; and projects executed in partnership with local governments and community interests. Also, the Agency seeks experience in solving urban problems, such as brownfield development (that is, development on contaminated or previously contaminated property). Please describe your most relevant project experience that you feel exemplifies your qualifications for this project in each of these areas, and explain how this experience qualifies you to implement the City's vision for the project.

Along with your description of each project, please include the name and location of the site and contact information for a key project official. If the project included a public or community partner, please provide the contact information for that partner.

Please also provide information on your safety record and ability to minimize impacts of construction on neighboring properties and uses. Finally, please identify any projects completed in Florida.

5. Review the Town Center Plan

While the City involved the development community and many experts in careful preparation of the City's Revitalization Plan as well as the Town Center plan, the Agency understands that the project continues to evolve and be refined. Provide a critique of the City's plans to date. Comment on the land use mix. Address market conditions related to the proposed development program. Describe the changes you would make and why.

6. References from Public Agency and Community Partners

The Agency seeks a developer with experience working with public agencies and community interests on development projects. Please provide contact information for individuals in public agencies and community partners with whom your team has implemented joint development projects. These references can be the same as those provided under the section on Relevant Experience.

7. Financial Capacity

Provide evidence of your firm's financial capacity to carry out the development of the Site,



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

including ability to raise potential sources of equity/debt dollars. Describe relationships with equity partners and major lenders that would be involved. Disclose any filings for bankruptcy, fines levied by government agencies, and any legal proceedings that may have a significant impact on your ability to perform the negotiated agreement. Submit your firm's most recent financial statements (for at least the past three years).

B. Stage 1: Schedule

Interested developers should submit a complete Statement of Qualifications no later than **3:00 PM, December 22, 2003** to the Community Development Department at Maitland City Hall. If sending the package by courier or mail, send to:

Jay Marder, Executive Director
Maitland Community Redevelopment Agency
1776 Independence Lane
Maitland, Florida 32751

TENTATIVE SCHEDULE OF EVENTS * **DOWNTOWN MAITLAND TOWN CENTER** **RFQ/P -151-01-21**

1.	Legal advertisement and public notice	MONDAY, NOVEMBER 17, 2003
2.	Information Session and Tour – City Hall at 1:00 P.M.	FRIDAY, DECEMBER 5, 2003
3.	Last Date to Submit Written Questions, Communicate with City	FRIDAY, DECEMBER 12, 2003
4.	Sealed responses due to Executive Director	MONDAY, DECEMBER 22, 2003 3:00 pm (EST)
5.	Selection committee review of responses	WEEKS OF DECEMBER 22 AND 29, 2003
6.	Invitations to top-ranked teams to submit formal responses to RFP	FRIDAY, JANUARY 9, 2004

***ALL ACTIONS, TIMES AND DATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

RFQ/P Information Session and Site Tour. An information session, followed by a tour of the properties, will be held on December 5, 2003 at 1:00 p.m. in the Council Chambers at Maitland City Hall, 1776 Independence Lane. All interested developers are strongly encouraged to attend the information session. A list of attendees will be provided to those who sign in at the session.

To attend the session, please call or e-mail **Jay Marder**.

Telephone: 407-539-6212 or 407-975-1273 ext. 306



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City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

E-mail: jmarder@itsmymaitland.com

After December 5, 2003, all questions MUST be submitted in writing to the CRA Executive Director. Facsimiles directed to the CRA Executive Director will be accepted at (407) 539- 6282. Any other contact with City staff, members of the evaluation team, or elected officials may be grounds for disqualification. Future information regarding this RFQ/P, including answers to written questions from prospective respondents, will be mailed to those who attend the information session or telephone the number above to express their interest. The deadline for receipt of written questions or to be added to the mailing list is 3:00 p.m. on December 12, 2003.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Proposers are required to acknowledge the number of addenda received as part of their proposals.

The proposer should verify with the CRA Executive Director prior to submitting a proposal that all addenda have been received.

C. Stage 2: Proposal Submittal

Each developer or development entity invited to respond to this Request for Proposals (RFP) is required to submit fifteen (15) copies of a Response to Request for Proposals and a deposit in the form of a cashier's check or an irrevocable letter of credit in the amount of \$100,000 payable to the City of Maitland, by February 23, 2004 at 3:00 p.m. The \$100,000 deposit will be refunded without interest to developers not entering the negotiations for a Developers Agreement. If chosen for negotiations, negotiations will continue until a successful Developers Agreement is reached or no Agreement may be reached. The deposit will be refunded to all others (those not entering negotiation process) within ninety (90) days of the final ranking approval by the CRA Board or upon conclusion of a successful negotiation process, whichever is less. The information required for the Response to the RFP is outlined in this section.

Responses should be directed to:

Jay Marder, Executive Director
Maitland Community Redevelopment Agency
C/o Community Development Department
City of Maitland, Florida
1776 Independence Lane
Maitland, Florida 32751

Submittals may be mailed to the address above or delivered on February 23, 2004 before 3:00 PM to the Community Development Department at Maitland City Hall, 1776 Independence Lane, Maitland, Florida.

1. Developer Identification

- Identify the lead development entity's name, street address, mailing address, phone number, fax number, and e-mail address. Specify the legal form of the organization (e.g., corporation, partnership, joint venture, other). Specify the date the organization was established.



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- Identify the principal point of contact with the CRA, who will be authorized to represent the developer in negotiations and make legally binding commitments for the entity. Describe the limitations of the negotiator's authority.
- List all officers, partners, or owners of the development entity by name, title, and distribution (percentage) of ownership.
- Identify development partners and other members of the development team, including planning, design and financial consultants. Identify the specific role and responsibilities of each member of the team. Provide relevant experience for each, a description and photographs of relevant previous projects, and their role in the cited projects. This section cannot exceed 20 pages for all members of the team combined.
- Provide an organization chart including the key personnel for both the development and the Specific Plans teams.

2. Relevant Development Team Experience

List and describe the development entity's experience in developing: (a) comparable mixed-use projects with major investments in public amenities and infrastructure, and (b) public-private partnerships. In total, this section is limited to a maximum of 20 pages, including photographs. For each project, provide the following:

- Project description, including date of initiation and completion, location, size of development, concept, price points, land uses and size for each components, and cost.
- A description of the entitlement process, including participation in a Specific Plan, Planned Unit Development or other public approval process, as well as the length of time required to secure approvals.
- The precise role that the entity and principals of the entity who are assigned to this project played in the project's development.
- Financial structure of the project, including amount and source of equity and debt financing.
- Key performance dates, including date property acquired, date construction started, date completed.
- Extent to which public financing mechanisms were used, including redevelopment tax increment, special assessment districts, tax-exempt financing, credit enhancements, brownfield tax credits, or others.
- Evidence of market and economic success.
- Use of energy conservation techniques.
- Description of involvement with Federal, State, and local government agencies, including the US Army Corps of Engineers, Environmental Protection Agency, Water Management District, Department of Transportation, and Regional Planning Council, among others.
- Experience in dealing with site contamination issues, including testing, characterization, and remediation of soil and groundwater contamination.
- Application of sustainable development policies and/or "green Building" principles and practices.
- Experience in creating community consensus and successful public outreach.



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other first-class developments.

The Proposer should identify any changes proposed to the Design Standards identified in the Request Package for this project, with description of the benefits and improved quality resulting from such change.

5. Character Elevations and Materials List

The Proposer should include up to five color character elevations for representative areas of the proposed project. Include a list of materials proposed for the development and a description of how this is consistent with the Design Standards. Also, explain how the proposed elevations and materials provide long-term quality for the project. If clarification is required, Proposer may be required to submit material samples or locations where material is best representative of the application proposed. Computer-generated graphics must be submitted in a commonly readable digital format.

6. Schedule for Performance

The Proposer shall include an outline of the process proposed to execute this project, incorporating public approvals, land purchase/assembly (assuming set time for private assembly and potential eminent domain, if necessary), bidding and construction of infrastructure and each building in the Plan. Milestones for review should be incorporated, as well as a discussion of any contingencies in the Plan. The City intends to use this information in negotiations for the Developers Agreement, incorporating incentives and penalties for performance or non-performance, respectively.

7. Proposed Financial Plan

Information shall include:

- a) Project development costs for the entire development plan.
- b) Anticipated sources of financing for the entire project, including predevelopment working capital, equity and conventional or other debt, and public contributions.
- c) Anticipated uses of capital, including TIF eligible uses and timing of public contribution.
- d) Provide a detailed project pro forma to include projected development budget, revenue, capital structure, and cash flow. Pro Forma may include tabular data and projections including but not limited to the following: Property Purchase Costs; Permits and Fees; Source of Funds, Loans, Financing Costs, Amortization, and Interest Rates; Public Funding including anticipated use of City funding; Depreciation Rates; Projected Equity; Demolition Costs; Broker's Commissions; Appraisal Costs; Taxes; Potential Income and Operating Expenses including but not limited to vacancy factors, sales, gross leasable areas, insurance, utilities, maintenance costs, debt service, and net income. Provide spreadsheet in digital format.
- e) Identification of any property owned or controlled and an affidavit affirming ownership interest. (Note: Failure to disclose the exact nature of ownership or control of parcel within the proposed project development area may be considered sufficient cause for disqualification of a proposal).
- f) For land to be acquired, indicate the anticipated timing of assembly, and whether the developer(s) will be relying in part or whole on the use of CRA powers to assist in purchasing these properties. (For parcels acquired via the CRA, provide an estimated acquisition cost and developer(s) financial resources to purchase the



City of Maitland Community Redevelopment Agency Town Center Request for Qualifications/Proposal

property (ies). All land assembly through the CRA will be at the developer's cost.

- g) For land owned or controlled by the City or CRA, or proposed to be owned or controlled by the City or CRA, indicate how the property will be acquired and on what basis (e.g., land swaps, direct purchase, lease, etc.)

8. Required Public Investment/Actions

Clearly provide a detailed list of actions and assistance required from the City of Maitland or CRA to complete this project in its entirety within the schedule provided in the Response to the RFP. Outline rationale for requested actions or assistance and its importance to the completion of this project. If selected, developer(s) will be required to provide further economic justification for all public investment and are advised that the public investment will be subject to negotiations of terms prior to execution of a formal development agreement.

9. Public Outreach Program

Outline a public outreach program including but not limited to public informational meetings, mailings, displays, visitor center, etc.

10. Relocation Plan for Existing Businesses

Detail the development team's philosophy, policies and plan of action regarding current business tenants on the properties subject to the redevelopment plan.

11. Deposit

A Good Faith Deposit of \$100,000, in the form of a cashier's check or letter of credit payable to the City of Maitland. The deposit will be returned without interest to all developers not selected for exclusive negotiations. The deposit from the developer selected for exclusive negotiations is non-refundable. If chosen for negotiations, negotiations will continue until a successful Developers Agreement is reached or no Agreement may be reached. The deposit will be refunded to all others (those not entering negotiation process) within ninety (90) days of the final ranking approval by the CRA Board or upon conclusion of a successful negotiation process, whichever timeframe is less.

12. Guarantees of Performance

With the understanding of the public investment required for the proposed project, provide a detailed proposal of the guarantees offered to the CRA and City of Maitland that the proposed commitments and schedule will be honored by the development team. Sureties include, but are not limited to, property liens, letters of credit, payment bonds, escrow accounts, and voluntary tax assessments.

D. Stage 3: Schedule

Invited developers should submit a complete Response to the Request for Proposals no later than **3:00 PM, January 30, 2004** to the Community Development Department at Maitland City Hall. If sending the package by courier or mail, send to:

Jay Marder, Executive Director
Maitland Community Redevelopment Agency
1776 Independence Lane, Maitland, Florida 32751



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Town Center RFQ/RFP (City of Maitland)



City of Maitland Community Redevelopment Agency
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TENTATIVE SCHEDULE OF EVENTS *
DOWNTOWN MAITLAND TOWN CENTER
RFQ/P -151-01-21

1.	Invitations to top-ranked teams to submit formal responses to RFP	FRIDAY, JANUARY 9, 2004
2.	Deadline to submit written questions to Executive Director	FRIDAY JANUARY 30, 2004 3:00 pm (EST)
2.	Sealed responses due to Executive Director	MONDAY, FEBRUARY 23, 2004 3:00 pm (EST)
3.	Selection committee review of responses	WEEK OF FEBRUARY 23, 2004
4.	Oral Presentations	MARCH 4 AND 5, 2004
5.	Final Ranking Approval; Begin Negotiations of Development Agreement	MARCH 15, 2004
6.	Execution of Development Agreement	APRIL 12, 2004

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III. Selection Process

The Agency will conduct the developer selection process with the Agency Board being the sole and final decision-maker regarding this selection. The Agency reserves the right to reject any or all responses. It also reserves the right to request clarification or additional information from individual respondents and to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each respondent.

Late submittals will not be considered. Fax or e-mail submittals are not acceptable. In addition, proposals may be disqualified or rejected if a Proposer misstates or conceals any material fact in the written proposal, or if the proposal has not been executed through, or by, an authorized officer or representative of the development team.

A. Selection Criteria

Upon receipt of the Request for Qualification responses submitted in a timely manner, staff will conduct a preliminary review of the responses, including compliance with the RFQ/P. After staff has conducted its initial review for completeness, the responses deemed complete will be submitted to the Selection Committee, which Committee will select developers to participate in the RFP process. The basis for selecting qualified developers to participate in the RFP stage will be the contents of the development team's Statement of Qualifications and the results of the Agency's due diligence and reference checks.



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The Agency may not check references and review the Statement of Qualifications for all submissions, but it will do so for all finalists selected for participation in the RFP process.

The criteria for selection include:

- 1) Strength of the Development Team
 - a. Prior success with projects of a similar size and scale
 - b. Ability to respond to public objectives
 - c. Ability to deliver the project proposed
 - d. Track record in public-private development ventures
 - e. Organizational resources to be dedicated to the project, including key personnel
 - f. Strength of references
- 2) Interest in and vision for Downtown Maitland Town Center
- 3) Demonstration of relevant project experience (including Brownfield development, Redevelopment, mixed use projects, infill projects, and working with community interests);
- 4) Evidence of financial resources and access to capital;
- 5) Understanding of the project and development plan.

The basis for selecting the developers to be invited to participate in the RFP process will include all of the above and the degree to which the development proposal meets the goals and objectives of the Redevelopment Agency as identified herein.

B. Selection and Final Ranking of RFP Respondents

In addition to the criteria noted above for selection of the RFP participants, the RFP respondents will be evaluated by these same criteria, as well as the following:

- 1) Strength of Development Team (see details above)- 30%
- 2) Master Site Development Plan/Quality of Materials and Character- 30%
 - a. Proposed scale and mix of uses
 - b. Timing and staging
 - c. Integration and use of public space
 - d. Appropriateness of physical configuration and design of structures
 - i. Excellence of building design including creativity and imagination
 - ii. Attractiveness of landscaping and public spaces
 - e. Appropriateness of vehicular access
 - i. Impact on traffic flow
 - ii. Proximity of parking
 - iii. Pedestrian/bicycle access
 - iv. Impact on surrounding land uses



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- f. Potential for stimulating the development of nearby parcels
- g. Compatibility with surroundings
- h. Quality of Materials
- i. Building Elevations
- j. Development Character and Conformance to Design Guidelines
- 3) Economics- 30%
 - a. Strength of Financial Plan
 - i. Viability of overall capital structure
 - ii. Developer's immediate resources to commit to the project, including demonstration of current financial liquidity to commence the project
 - iii. Track record in securing debt and investor capital for projects of a similar size and risk profile
 - iv. Financial resources to complete land acquisition
 - v. Proportion of public investment to equity capital in the overall project
 - vi. Underwriting assumptions on third party debt
 - vii. Proposed terms for lease of City buildings/parking structures, if applicable
 - viii. Proposed guarantees to ensure quality, timely development
 - ix. Public Investment and Economic Benefits
 - x. Total public investment requested
 - xi. Strength of justification for public investment
 - xii. Identified sources of public investment requested
 - xiii. Timing and terms of public investment
 - xiv. Direct and indirect economic benefits from the project
 - xv. Use of local contractors, subcontractors and other labor
 - xvi. Relocation plan for current businesses
- 4) Schedule of Development and Public Outreach - 10%
 - a. Milestones
 - b. Required Actions by City of Maitland/CRA
 - c. Contingencies
 - d. Clarity of Public Outreach



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IV. DISCLOSURE AND DISCLAIMER

This Request for Proposals ("RFP") is being issued by the Downtown Maitland Community Redevelopment Agency (hereinafter known as the "CRA"). As more fully set forth in the RFP, the CRA has appointed an ad hoc five-member Town Center RFP Committee (the "Committee"). The Committee will make a written recommendation to the CRA of the successful proposer. Any action taken by the CRA or the Committee in response to the proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation or award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Committee, the CRA, the City or their advisors.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, the City nor their advisors provide any assurances as to the accuracy of any information in this proposal. Any reliance on the contents of this RFP, or on any communications with CRA or City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the CRA and its advisors without any warranty or representation, express or implied as to its content, accuracy or completeness and no proposer or other party shall have recourse to the CRA, City or their advisors if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA, City or their advisors that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA, the City, and their advisors shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the CRA, the City nor their advisors warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to the correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.



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Formal presentations by the Proposer shall be made before the Committee, which will make a recommendation to the CRA including one or more Proposers. Contract negotiations will take place with the first choice of the CRA and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice, or the CRA may, at its sole option, withdraw this RFP.

The CRA reserves the right to select the Proposal which in the opinion and sole discretion of the CRA will be in the best interest of and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request resubmittal of proposals. All expenses in preparing the proposal and any resubmittals shall be borne by the Proposer.

The CRA and Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the CRA, and then only pursuant to the terms of agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA, the City, the Committee, or their advisors.

The CRA, the City and the Committee are governed by the Sunshine Law and the Public Records Law of the State of Florida; all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records Law until the date and time selected for opening responses.