

# **WORKSHOP**

## **Consideration of Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)**

**Tuesday, October 29, 2013**

**1:00 – 3:00 p.m.**

**Leon County Board of County Commissioners' Chambers  
Leon County Courthouse, 5<sup>th</sup> Floor**

**Leon County  
Board of County Commissioners**

**Notes for Workshop**

# Leon County Board of County Commissioners

## Cover Sheet for Workshop

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Future Uses for the One-Cent of Tourist Development Tax  
Currently Dedicated to a Downtown Performing Arts Center(s)

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Economic Development & Business Partnerships Lee Daniel, Division of Tourism Development

### **Fiscal Impact:**

This item has no current fiscal impact; however, one-cent of the Tourist Development Tax (budgeted at approximately \$863,300 during FY 14) is dedicated to a performing arts center in the downtown district of the Community Redevelopment Agency. That account has a current unencumbered balance of approximately \$3.86 million for a project that is unlikely to come to fruition. Staff proposes a series of recommendations on the utilization and allocation of Tourist Development Taxes to take place in FY 15 to enhance economic development through tourism.

**Staff Recommendation:**

- Option #1: Authorize the County Administrator, to take steps necessary to return the \$3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:
- a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and Community Redevelopment Agency to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
  - b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the \$508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
  - c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.
- Option #2: Authorize the County Administrator to explore leveraging the unencumbered Tourist Development Tax funds to ensure the desired amount of meeting space is sought through Florida State University's Request for Proposals process for a conference hotel that will enhance visitation and economic development.
- Option #3: Authorize the County Administrator to extend an invitation to Florida State University President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent Florida State University - branded conference hotel.
- Option #4: Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:
- a. The current funding levels for the Council on Cultural Arts.
  - b. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
  - c. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

## **Report and Discussion**

### **Background:**

The Board has conducted a fall workshop over the past several years to discuss the current and future allocation of Tourist Development Tax (TDT) revenues. This workshop item was prepared based on the Board's direction during the July 8, 2013 FY 2014 Budget Workshop to discuss the future use of the one-cent TDT currently dedicated to the performing arts center (Attachment #1). This direction was based on Leon County Sales Tax Committee's June 13<sup>th</sup> decision to not fund the Florida Center for Performing Arts and Education's (FCPAE) project and the ongoing cultural needs identified by Cultural Plan Review Committee's interim report on June 18<sup>th</sup>. The 12-2 vote by the Sales Tax Committee, in essence, eliminates the project from receiving funding through the sales tax extension, which is a fundamental component of the business and construction plan developed by FCPAE.

Leon County currently collects all five cents allowable under section 125.0104, Florida Statutes. Four of the five cents are used to fund the Tourist Development Plan (Attachment #2), including \$504,500 for the Council on Cultural Arts (COCA) and one cent is set aside, by interlocal agreement with the City and Community Redevelopment Agency (CRA), in an account dedicated for a performing arts center(s) in the downtown district of the CRA. This Workshop provides the Board with a forum to discuss and provide direction on:

1. The repurposing of the TDT funds, both the unencumbered \$3.86 million and the ongoing revenues, currently set aside for the performing arts center.
2. The reimbursement of \$508,425 of TDT funds used for the demolition of the Johns Building as the proposed site of the performing arts center.

### **Tourist Development Tax Historical Context**

Leon County has levied a TDT since 1988 to support tourism activities and to attract visitors to the destination. The Leon County Tourist Development Council (TDC), established by the Board in 1986 pursuant to section 125.0104, Florida Statutes, provides guidance to the Board for the development and adoption of the County's Tourist Development Plan. The initial levy of the TDT in 1988 was 2% on overnight stays. On November 23, 1993, the Board adopted Ordinance 93-19 to increase the Tourist Development Tax from 2% to 3% to further support the Tourist Development Plan.

In June 2004, the Board approved an interlocal agreement with the City and the CRA to address the overall structure, financing, and project approval process for the Downtown Community Development District (Attachment #3). The Agreement provided that the County would impose an additional one-cent TDT, increasing the TDT from 3% to 4%, and segregate the proceeds exclusively for the costs associated with the construction and operation of a performing arts center(s) to be located in the Downtown District Community Redevelopment Area. On October 12, 2004, the Board adopted Ordinance 04-35 authorizing the imposition of the additional 1% of the TDT for the construction and operation of a performing arts center(s) in the downtown district. The interlocal agreement was amended on October 4, 2007 to address the composition of the CRA Board to include four members of the County Commission, expand the Downtown CRA boundaries and other funding issues (Attachment #4). Additionally, the Agreement was amended to include that "any portion of the TDT not needed for the payment of debt service, construction and/or operational costs for the performing arts center(s) shall be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof."

The Board adopted Ordinance 09-06 on March 3, 2009 to authorize the imposition of the fifth-cent of the TDT which is the maximum levy that Leon County may impose under Florida Statutes. Proceeds from this fifth-cent are utilized to fund the tourist development plan and to support funding for the Council on Culture & Arts (COCA). Since FY 2009, COCA has received \$504,500 from the TDT to support its re-granting program to Leon County cultural attractions and organizations. The Board has also provided an additional \$150,000 from the general fund each year to support COCA's administrative expenses.

For FY 2014, estimated TDT collections total \$4,450,000, or \$890,000 per penny. As in previous years, two percent of collections go to the Leon County Tax Collector and one percent is directed to the Leon County Clerk of Court to assist with the audit function. Net collections (97%) would total \$4,316,500, or \$863,300 per penny. One cent continues to be budgeted for a performing arts center(s). Table #1 demonstrates the breakdown using net figures.

**Table #1: FY 2014 TDT Allocations**

TDT Funding Recipient	Allocation by Ordinance (Cent)	Current Funding Level (\$)	% of Total Annual Revenue
Downtown Performing Arts Center <i>(per Interlocal Agreement)</i>	1	\$863,300	20%
Tourism Development Division -Marketing & Public Relations -COCA Re-granting*	4	\$3,453,000	80%
<b>Total</b>	<b>5</b>	<b>\$4,316,300</b>	<b>100%</b>

\*COCA received \$504,500 of TDT in FY 2014 as part of the County budget process. The \$504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA \$150,000 in general revenue support for administrative purposes. The TDT funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

Performing Arts Center Agreements and Financial Support

As previously mentioned, the Board adopted Ordinance 04-35 on October 12, 2004, authorizing the imposition of the fourth-cent of the TDT for the construction and operation of a performing arts center(s). Since that time, the Board has been relentless in its support of a downtown performing arts center for nearly ten years. The commitment of 1% of the TDT and approval of the associated expenditures for a site analysis and market assessment, marketing and promotional materials, demolition of the site, and the funding of annual operating expenses demonstrate the Board's efforts to bring the vision for this venue to fruition. Table #2 illustrates all of the Board approved expenditures from the designated Performing Arts Center Tourist Development fund since the imposition of the 4<sup>th</sup> cent, including the FCPAE operational expenses.

**Table #2: Total TDT Expenditures on FCPAE**

Fiscal Year	Operational Exp.	Demolition Exp.
2005	\$120,796	
2006	\$66,091	
2007	-	
2008		\$508,425
2009	\$562,496	
2010	-	
2011	\$215,000	
2012	\$149,700	
<b>Total</b>	<b>\$1,114,083</b>	<b>\$508,425</b>

During FY 2005 and 2006, approximately \$186,887 was utilized to complete a site analysis and needs/facility assessment for a performing arts center. On March 5, 2007, the City of Tallahassee and the FCPAE entered into an Option Agreement for the Sale and Purchase of the proposed site (formerly the Johns Building) for a performing arts center. The Option Agreement stipulated that FCPAE would meet certain fundraising milestones to demonstrate their capacity to fund the construction of the proposed performing arts center, including raising \$20 million for the project with incremental performance measures requiring 25% (\$5 million) of the amount raised by July 1, 2010 and 50% (\$10 million) raised by July 1, 2012. The plan called for a two-venue facility at a cost of \$113.7 million (in 2005 dollars), providing a 2,200-seat concert hall and a multi-purpose theatre with 650 seats.

On January 28, 2008, the CRA conceptually approved a request by FCPAE for \$562,500 from the designated Performing Arts Center Tourist Development funds to hire professional staff to provide public information, marketing and fundraising services necessary to develop the proposed performing arts center. The funding was requested to support FCPAE operating expenses for an 18-month period, March 1, 2008 through September 30, 2009. The Board formally approved this request on October 14, 2008. FCPAE also sought and received subsequent financial support for annual operational expenses from the designated Performing Arts Center Tourist Development funds as previously illustrated in Table #2.

Subsequently, in July 2008, the County entered into an agreement with the City and the CRA to utilize a portion of the existing TDT proceeds collected for the performing arts center to demolish and clear the Johns Building site (Attachment #5). The total cost of the demolition and clearing of the building was \$508,425. Should the City terminate its Option Agreement with FCPAE for the Johns site, enter into an Option Agreement for the Johns site with another entity for the purpose of constructing anything other than a performing arts center, or if the performing arts center is not constructed on the Johns site, then the City would have to reimburse the County's TDT Trust Fund through the CRA for the demolition and clearing expenses.

On August 6, 2010, FCPAE notified the City that they did not meet the \$5 million fundraising threshold and requested an amendment to extend the term of the agreement for the Johns site by two years. On August 25, 2010, the City Commission approved an amendment to the Option Agreement for Sale and Purchase, which included the following:

- Extended the term of the agreement to July 1, 2014;
- Provided that by July 1, 2012, FCPAE must provide documentation demonstrating that it has raised cash, binding commitments, or equivalents totaling at least \$5 million;
- Provided that by July 1, 2014, the FCPAE provide documentation demonstrating that it has raised in cash, binding commitments, or equivalents totaling at least \$10 million; and
- Provided language that if FCPAE fails to meet any of these performance deadlines, the City, at its sole discretion, may terminate the Option Agreement.

FCPAE gave a presentation to the Board on October 11, 2011 and distributed a letter regarding the status of the performing arts center (Attachment #6). Due to challenging economic conditions, FCPAE had scaled back the scope of the performing arts center and its operations which included the resignation of the FCPAE Director. The following month at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes, the Board reaffirmed its commitment to a performing arts center until such time as the Leon County Sales Tax Committee made its determination on funding projects (Attachment #7). In addition, the Board allocated funding from the designated Performing Arts Center Tourist Development tax account to the Cascades Amphitheater's stage covering, temporary fencing, permanent sound system, permanent seating near the stage, audience lighting and color kinetic kit for the stage canopy for an amount of up to \$1.2 million. An additional \$576,604 was subsequently approved for further enhancements to the Cascades Amphitheater to include electrical upgrades and permanent restrooms bringing the total transfer of funds to \$1,776,604.

In a September 6, 2012 letter to the City, FCPAE sought another extension on the Option Agreement with the City on the Johns Building site as it did not reach the \$5 million performance milestone (Attachment #8). Further, FCPAE acknowledged in the letter that the viability of the performing arts center depends on its inclusion as part of the sales tax extension and requested that the terms of the Option Agreement for the former Johns Building site be modified and linked to the current discussions regarding the extension of the local option sales tax. The letter requested the current option agreement remain in place until the final determination has been made on the projects which would be recommended for the extension of the sales tax. Based on the City Commission's direction at its October 24, 2012 meeting, an amendment was brought back and approved by the City Commission on November 7, 2012 that extended the expiration date of the Option Agreement with the following terms (Attachment #9):

- An extension to September 30, 2013; or
- The date when the Leon County Commission adopts the project list for the sales tax extension proposal, whichever date is earlier; and provided that,
- The City may consider other purchase offers for the for Johns Building property during the term of the agreement. However, FCPAE would be given the right of first refusal to purchase the property before the City would enter into a sales agreement with another party.

Based on the terms of the latest extension approved by the City, FCPAE's Option Agreement for the Johns Building site expired on September 30, 2013. The City may provide FCPAE notice of termination, at its sole discretion, at any time. On October 15, 2013, the President of the FCPAE sent a letter to the County Administrator (Attachment #10) requesting continued support for the FCPAE including the permanent dedication of the one-cent TDT for a future performing arts center. The letter also expressed support for using a portion of the accumulated funds to construct other performing arts projects.

#### Sales Tax Committee

Since the first open house of the Leon County Sales Tax Committee on April 26, 2012, FCPAE has been very active in advocating support for a performing arts center. FCPAE presented to the Sales Tax Committee on three separate occasions and a project description was developed for the Committee's consideration based on the latest revision to the scope of the facility (Attachment #11). FCPAE requested \$30 million from the proceeds of the sales tax to go toward the anticipated \$50 million construction cost of a 1,700 seat center. \$10 million is still being sought from private donations, corporate sponsorships, and grants and the FCPAE anticipates another \$10 million in public funds from a combination of CRA funds and/or TDT that has accumulated for the proposed performing arts center. The latest document listing FCPAE contributions was received on October 12, 2012. It showed cash contributions of \$248,177, in-kind contributions of \$156,863 and conditional contributions of \$1,138,250 totaling \$1,543,290.

On April 26, 2013, the Committee began prioritizing project proposals and openly discussed their hesitation to support the performing arts center given the lack of broad community support, long-term financial viability, and potential to negatively impact the sales tax extension referendum. At that time, the Committee voted to place it in the Tier 2 category. On June 13, 2013, Committee members again noted their concerns that the public might vote against the sales tax if the performing arts center was one of the projects to be funded by the sales tax proceeds, citing straw polls and conversations throughout the community. At that time, the Committee voted 12-2 to place it in the Tier 3 category (Not Recommended for Funding).

The total anticipated sales tax revenue over 20 years for 'traditional infrastructure projects' is \$491 million (net the up to \$113.4 million [up to 15%] currently set aside for Imagine Tallahassee and the \$151.2 million [20%] set aside to the County and City for project maintenance). The anticipated costs for all of the projects currently designated as Tier 1 and Tier 2 are just over \$719 million which means the Sales Tax Committee must continue to refine its recommendations by approximately \$228 million to fully fund the first two tiers of projects. The Imagine Tallahassee Steering Committee has acknowledged the value of cultural activities for economic development, discussing the possibility of creating a jazz/blues music festival and highlighting cultural and historical venues. To date, there has not been much consideration of a capital improvement project for cultural arts to the order of the \$30 million being sought by FCPAE which would be over 25% of the funds currently set aside for the economic development portion of the sales tax extension. Given the Sales Tax Committee's overwhelming 12-2 vote to not fund the FCPAE proposal citing fears that it could threaten the passage of the sales tax extension, and FCPAE's reliance on sales tax funds for the construction of the performing arts center, it is unlikely to be part of the final recommendations to the Board.

The analysis section of this workshop item provides several opportunities for the repurposing of the unencumbered \$3.86 million in TDT funds, along with future ongoing revenue generated from this bed tax, and the processes for each.

**Analysis:**

As reflected in the background, the fate of the FCPAE's performing arts center appears imminent given the lack of private fundraising, the inability to garner support from the Sales Tax Committee, and the City's readiness to put the former Johns Building site on the market. Should the Board concur, the City and CRA should be notified of the County's desire to return the current \$3.86 million unencumbered balance to the TDT Trust Fund pursuant to the interlocal agreement. Further, the County should also seek a reimbursement of \$508,425 for the demolition of the Johns Building site since the latest Option Agreement between the City and FCPAE expired on September 30, 2013.

As part of the process to ensure all parties concur with the performing arts center project no longer being pursued as part of the interlocal agreement, the County should request the City and the CRA to formally acknowledge and concur. The interlocal agreement contemplates the possibility of the performing arts center not being constructed and, under said circumstances, returning the accrued funds back to the TDT Trust Fund without the dissolution or renegotiation of the interlocal agreement. It is the position of staff, and the County Attorney's Office, that formal acknowledgment by all three parties would suffice in order to return the accrued funds back into the TDT Trust Fund. At that time, the TDT funds be under the sole auspices of the County and could be appropriated in any matter consistent with state law and County policy.

To have an unencumbered balance of TDT funds of this significance is an exceedingly rare, if not unheard of, opportunity for a County government in general, but especially in this economic era. Dozens of organizations with endless needs have formally and informally begun reaching out to Commissioners and staff to calculate the potential use(s) of these funds. Given the initial intent of these funds to build such a prominent venue and the significance of the unencumbered balance relative to our market, an emphasis should be placed on utilizing these funds to enhance economic development through tourism with a project of equal or greater prominence and impact.

**Maximizing Tourism Funds**

To achieve the goal of maximizing the \$3.86 million, these tourism funds would have to be leveraged with another project and/or partner(s) to be fully realized. One such project still in its infancy is a convention/conference center hotel which is currently being sought by FSU with plans to collocate the College of Business' School of Hospitality. FSU has been exploring this idea since the County and City transferred the ownership and operations of the Donald L. Tucker Civic Center to the University in 2012. Shortly thereafter, President Barron published a prospectus in September 2013 entitled; "A Comprehensive Plan for Job Creation and Student Career Success," which is a seven-point comprehensive plan that articulates, among other things, FSU's increased engagement in local economic development issues (Attachment #12).

In particular, FSU has focused on three local economic development issues:

1. Greater participation in the Economic Development Council, the Greater Tallahassee Chamber of Commerce, Imagine Tallahassee, and the Town & Gown Initiative.
2. Exploring public/private partnership opportunities for business incubators to shepherd startup businesses and technology conceived by students and faculty.
3. Revitalizing the Civic Center and adjacent areas to include an FSU-branded conference hotel with retail and restaurants. The revitalized Civic Center and conference hotel would emphasize connectivity to the Augustus B. Turnbull Center to attract visitors for conferences and complete the pedestrian-friendly "Madison Mile" from the College Town district.

Since taking over the Civic Center, FSU has spent approximately \$2 million on repairs and cosmetic enhancements and hired a consulting firm which provided recommendations for major facility upgrades ranging from \$25 - \$100 million. Over the summer, County staff participated in a visioning session hosted by FSU on the revitalization of the Civic Center and a discussion on the types of activities that could flourish in the area. Since that time, another consultant has been hired to prepare an economic feasibility report and a conceptual master plan for the Civic Center and adjacent properties will soon follow, with participation by both the County and City.

Over the past several months, FSU has sought visitation data through the County's Division of Tourism Development to gauge the local market for the addition of an FSU-branded conference hotel. The Civic Center and O'Connell properties, across the street from the Civic Center with frontage on Gaines and Madison Streets, have been identified as potential development sites for the hotel. After the conceptual master plan is completed, FSU plans to issue an RFP to gauge the market interest for the hotel under a public/private partnership that includes the collocation of the School of Hospitality which is currently located in the University Center. This matter is of particular interest to the County, City, and CRA as it provides an opportunity to enhance the available meeting and convention space in the downtown area, a long-standing and acknowledged concern of each organization.

Today, the downtown area is severely limited in the size of the conference groups that can be accommodated due to the lack of contiguous meeting space for exhibits, meal functions, and/or breakout sessions. Leon County Tourism Development currently has to limit its meetings and conference sales focus to groups of 200 delegates and fewer under one roof.

In recent years, two studies have been conducted confirming the need for additional downtown event space and the associated market potential for attracting additional visitors. At the direction of the TDC, Bonn Marketing, Inc. conducted a survey in June 2010 of 86 executive directors of Tallahassee-based statewide associations to determine their preferences for holding meetings in Tallahassee (Attachment #13). The survey found that Leon County would benefit greatly by having a venue with enough meeting and convention space to accommodate the hundreds of statewide associations based in Tallahassee and to host the conferences of out-of-state organizations to help support local hotels, restaurants, and attractions. For example:

- On average, 450 sleeping rooms were used each night during annual association conferences. That is about 1/3 of the current capacity for downtown Tallahassee and would enable the entire downtown hotel market to benefit from a series major conferences and conventions.

On average, over \$50,000 was spent on food and beverages for annual association conferences.

- 49 association executives indicated that they would consider Tallahassee as a site for their annual conference if there was a convention center hotel that could accommodate their needs.
- 14 association executives would consider Tallahassee for their annual conference every year.
- 31 association executives wanted to hold an annual conference in Tallahassee but could not do so because of their requirements for a full service hotel.
- On average, 450 sleeping rooms were used each night during annual association conferences which is about 1/3 of the current capacity for downtown Tallahassee.
  - The largest room at the Turnbull Center is 5,083 sq. ft. and accommodates 240 attendees for a banquet style meal.
- On average, events required 15,000 sq. ft. of ballroom space plus an average of 5,425 sq. ft. in breakout space.
  - For perspective on the available space in the downtown vicinity, the Four Points by Sheraton offers 7,096 sq. ft. of total meeting across several rooms. The Horizon Ballroom at Hotel Duval is 2,700 sq. ft.

This survey was specific to Tallahassee-based associations and did not take into account other government, corporate, national association or SMERF (social, military, educational, religious and fraternal) market opportunities.

The second study was the Conference Center and Hotel Market and Feasibility Analysis conducted by HVS Convention, Sport & Entertainment Facilities Consulting (HVS) in October 2011 (Attachment #14). The HVS analysis indicated that market conditions support a 300 room conference center hotel, with a 15,000 sq. ft. ballroom and 12,000 sq. ft. of flexible meeting space. In addition to the hotel, the analysis also showed support for a convention center with a 100,000 sq. ft. multipurpose hall and 15,000 sq. ft. of flexible meeting space but it required significant public support for construction and operation needs. County staff maintains that market needs can be addressed with a multipurpose hall well under 100,000 sq. ft. and still attract large conferences that could serve up to 1,000 delegates and dramatically grow economic development through tourism.

The County Administrator met recently with the President of Florida State University on this issue to determine the level of interest in, and feasibility of, exploring this concept further. There was great interest expressed by President Barron given the mutual interests of the development and the early stage of the conceptual planning of the project. As such, should the Board choose to return the \$3.86 million set aside for the performing arts center back into the TDT Trust Fund, there may be an opportunity to leverage these funds and future TDT revenues with the proposed FSU-branded hotel adjacent to the Civic Center in order to garner the desired level of meeting space capable of hosting larger conferences and conventions. If so, staff recommends that the Board authorize the County Administrator to explore this concept with FSU to ensure the desired amount of meeting space is sought through FSU's RFP process, identify the appropriate level of financial support, and other associated terms to be brought back for Board consideration. The County's financial support of conference space with TDT funds must ensure that the facility has the capacity to host events large enough to support nearby existing hotels.

Further, staff recommends extending an invitation to President Barron and his staff for the Board's Annual Retreat scheduled for December 9, 2013 to provide the Board with additional information on FSU's plans to revitalize the Civic Center and develop an adjacent hotel.

Staff strongly believes this represents a rare opportunity for the County to play a significant role with an important community partner(s) to achieve long-sought and long-lasting economic, tourism and revitalization goals with this project. The addition of a large venue to host major conferences and conventions at this site would contribute to the redevelopment of downtown and Gaines Street, increase passenger traffic at the airport, and enhance the regeneration of the TDT to support other investments such as the visitor marketing program and cultural organizations.

### Cultural Plan Review and Needs

While the Board has not received the final report from the Cultural Plan Review Committee, staff anticipates a request for County financial support of the revised cultural plan. In order to more formally develop an ongoing partnership with the cultural community, staff is proposing consideration by the Board and the TDC of funding the cultural plan by dedicating a full one-cent of TDT beginning in FY 2015. This proposal has three goals:

1. To provide a mechanism for support of the new cultural plan through the TDT.
2. To build a true partnership with the cultural community that allows for growth in the amount of funding support.
3. To build a stronger partnership with the cultural community that benefits economic development through cultural tourism for Leon County.

The concept is to take the current one-cent dedicated for a performing arts center and utilize this penny to support the revised cultural plan which would include the current financial support provided to COCA. By dedicating one-cent (20%) for arts and culture, Leon County would be dedicating the greatest percentage of its TDT to fund the arts than any other county in Florida. The next four highest Florida counties include: Alachua (17%), St. Johns (15%), Palm Beach (13%), and Sarasota (10%). Based on FY 2014 budget projections, one-cent of TDT generates approximately \$863,300 that would go to support the cultural plan. This would represent an increase of \$358,800 (71%) over the current FY 2014 funding of \$504,500 that goes to COCA for re-granting. The COCA grant program could remain whole and the additional \$358,800 could be invested in other cultural arts needs based on input from the Board, the Cultural Plan Review Committee, and the TDC under the statutory guidelines set forth in section 125.0104, Florida Statutes. An illustration of these recommendations can be found under the *Conclusions and Recommendations* section in Table #3.

One of the ongoing needs of the cultural community that has been articulated through years of interaction with the Board, COCA, TDC, and County staff, has been the need for grant funding to support capital improvements. This may include the expansion of a facility, a roof repair, or other physical needs. Today, TDT funds that are re-granted through COCA are specifically designed to support program needs. The Cultural Review Committee acknowledged this concern in its interim report to the Board on June 18, 2013. On September 3, 2013, Kelly Dozier, on behalf of the Cultural Plan Review Committee, contacted the County Attorney via email to request a legal opinion regarding capital funding for cultural and arts organizations (Attachment #15).

Subsequently, the County Attorney issued an opinion on the types of organizations and facilities that would be eligible under section 125.0104, Florida Statutes (Attachment #16). On October 9, 2013, the County Administrator received a memorandum from the Cultural Plan Review Committee regarding a proposal to establish a program called Matching Grant for Capital Needs of Arts and Cultural Facilities (Attachment #17).

Later that afternoon on October 9<sup>th</sup>, the City Commission received an update on using portions of the Northwood Center as a potential location for a black box performance center. A volunteer committee was formed in June 2013 and charged with assessing the possibility of converting the Northwood Center into a black box theater. Gilchrist Ross Crowe Architects was commissioned by the City to lead the inspection of Northwood Mall's physical structure and its possible use as a performing arts center. The concept is to reinvent an existing facility into a venue that can cultivate the process, presentation, and the collaborative experiences of arts and technology. Initial plans call for a 55,000 square-foot flexible black box theater designed for 250 seats. The citizens committee intends to have a final written proposal prepared by the end of this calendar year.

The level of financial support from public funds is not yet clear however; this proposal would not fall under the terms and obligations of the interlocal agreement between the County, City, and CRA to support the construction and operation of a performing arts center(s). The interlocal agreement specifically requires that the performing arts center(s) be constructed within the downtown district of the CRA. Further, the spirit of the interlocal agreement was to build a facility on a scale that would generate visitation. The black box performance center is being described as small multipurpose community venue with a variety of features. While the Board is under no obligation to fund proposed black box theater under the current interlocal agreement, a competitive opportunity for capital funding would be available should the Board adopt the staff recommendation to dedicate a full one-cent of the TDT to cultural arts and utilize a portion of those funds for capital improvement needs.

The County does have a track record in supporting capital improvements with TDT funds, but lacks a structured program and dedicated revenue stream to support such requests. Instead, previous improvement projects have been funded on a case-by-case basis such as the Riley House Museum, the Goodwood Carriage House Conference Center, the relocation and rebuilding of the Red Hills Horse Trials course, and the County-owned Apalachee Regional Park. Should the Board reallocate the one-cent currently dedicated for the performing arts center to cultural and art needs, staff would recommend engaging the TDC to bring back recommendations in conjunction with the Cultural Review Planning Committee's final report to include:

1. The current funding levels for COCA.
2. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
3. Additional arts and culture investment opportunities available with TDT funds to enhance visitation.

### **Conclusion and Recommendations**

To ensure that all parties concur with the performing arts center project no longer being pursued as part of the interlocal agreement, the County should request the City and the CRA to formally acknowledge and concur. The interlocal agreement contemplates the possibility of the performing arts center not being constructed and, under said circumstances, returning the accrued funds back to the TDT Trust Fund without the dissolution or renegotiation of the interlocal agreement. It is the position of staff, and the County Attorney's Office, that formal acknowledgment by all three parties would suffice in order to return the accrued funds back into the TDT Trust Fund. At that time, the TDT funds be under the sole auspices of the County and could be appropriated in any matter consistent with state law and County policy.

To maximize the existing balance of TDT revenue previously set aside for a performing arts center, staff recommends the County work closely with FSU to explore leveraging the unencumbered TDT funds to ensure that the desired amount of meeting space is sought through FSU's RFP process for a conference hotel that will enhance visitation and economic development. To further explore the partnership opportunities, staff recommends the County Administrator extend an invitation, on behalf of the Board, to President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent FSU-branded conference hotel.

With regard to the recurring one penny of TDT, it is recommended that an additional \$358,800 be allocated toward cultural funding (i.e. COCA granting, cultural capital grant program) to elevate the County's financial support of cultural organizations. This additional \$358,800 would represent a 71% increase in TDT funding for cultural arts from the current FY 14 County budget and 20% of the overall TDT revenues, more than any other county in the State of Florida. To address the proposed cultural capital grant program, it is recommended that the TDC bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report. Table #1 is provided again to compare with Table #3, which illustrates the proposed FY 15 TDT allocations as recommended herein by staff. For illustrative and consistency purposes, the TDT revenue per penny is assumed to be the same as FY 14.

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**Table #1: FY 2014 TDT Allocations (from page #4)**

TDT Funding Recipient	Allocation by Ordinance (Cent)	Current Funding Level (\$)	% of Total Annual Revenue
Downtown Performing Arts Center ( <i>per Interlocal Agreement</i> )	1	\$863,300	20%
Tourism Development Division -Marketing & Public Relations -COCA Re-granting*	4	\$3,453,000	80%
<b>Total</b>	<b>5</b>	<b>\$4,316,300</b>	<b>100%</b>

\*COCA received \$504,500 of TDT in FY 2014 as part of the County budget process. The \$504,500 for COCA is re-granted to various cultural institutions and organizations in Leon County. Additionally, the County provides COCA \$150,000 in general revenue support for administrative purposes. The TDT funds are not dedicated by Ordinance under the Tourism Development Plan, but are allocated as part of the annual budget development process; whereas the FCPAE funding is dedicated in the Tourism Plan.

**Table #3: Proposed FY 15 TDT Allocations**

Proposed TDT Funding Recipient	Allocation by Ordinance (Cent)	Proposed FY 15 Funding Level	% of Total Annual Revenue
Arts & Culture -COCA Re-granting -Capital Improvement Grants	1	\$863,300	20%
Tourism Development Division -Marketing & Public Relations -Conference/Convention Space*	4	\$3,453,000	80%
<b>Total</b>	<b>5</b>	<b>\$4,316,300</b>	<b>100%</b>

\*Any commitment of a portion of future TDT revenues for conference/convention space would be brought back to the Board at a future date.

And finally, the remaining balance of the one penny currently allocated towards a performing arts center would be available for either additional support for the convention center/conference space and/or additional marketing and public relations for the County's tourism program. This determination would be made by the Board, and in consultation with the TDC, at the appropriate time after additional work with FSU has occurred.

**Options:**

1. Authorize the County Administrator, to take steps necessary to return the \$3.86 million unencumbered balance set aside for the downtown performing arts center back into the Tourist Development Tax Trust Fund including:
  - a. Issue a notification letter to the City of the Tallahassee, the Community Redevelopment Agency, and the Tourist Development Council summarizing the Board's direction and request the City and Community Redevelopment Agency to formally acknowledge and concur with this action as it relates to the Interlocal Agreement.
  - b. Request that the Board's actions taken at this workshop be placed on the January 23, 2014 Community Redevelopment Agency agenda for discussion to include the \$508,425 reimbursement to the County for the demolition and clearing of the Johns Building site.
  - c. Schedule a Public Hearing to modify the Tourist Development Plan in accordance with the Board's direction.
2. Authorize the County Administrator to explore leveraging the unencumbered Tourist Development Tax funds to ensure the desired amount of meeting space is sought through Florida State University's Request for Proposals process for a conference hotel that will enhance visitation and economic development.
3. Authorize the County Administrator to extend an invitation to Florida State University President Barron for the Board's Annual Retreat scheduled for December 9, 2013 to provide additional information on the revitalization plans for the Civic Center and the development of an adjacent Florida State University-branded conference hotel.
4. Direct the Leon County Tourist Development Council to bring back recommendations to the Board on the utilization of a full cent dedicated to arts and culture in conjunction with the Cultural Review Planning Committee's final report to include:
  - a. The current funding levels for the Council on Cultural Arts.
  - b. The creation of a capital grant program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
  - c. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.
5. Board direction.

**Recommendation:**

Options #1a-c, #2, #3, and #4a-c.

Attachments:

1. July 8, 2013 Budget Discussion Item on TDT Allocation
2. Leon County Ordinance 2013-03 and Tourist Development Plan, February 12, 2013
3. Interlocal Agreement with the City of Tallahassee and CRA, June 23, 2004
4. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007
5. Option Agreement between the City and FCPAE regarding the Johns Building site, July 22, 2008
6. Letter from FCPAE, October 10, 2011
7. Ratification of November 15, 2011 Workshop
8. Letter from FCPAE to Deputy City Manager, September 6, 2012
9. Amendment to Option Agreement for the Johns Building site and the City Commission minutes for November 7, 2012
10. Letter to County Administrator from FCPAE President, October 15, 2013
11. Performing Arts Proposal to Sales Tax Committee, March 14, 2013
12. FSU Prospectus – “A Comprehensive Plan for Job Creation and Student Career Success,” September 2013
13. Association Study Executive Summary by Bonn Marketing Inc., June 2010
14. CRA agenda item and presentation by HVS on the Conference Center and Hotel Market and Feasibility Analysis, October 2011
15. Email from Kelly Dozier to the County Attorney on September 3, 2013
16. County Attorney memorandum on eligible uses of TDT funds, September 6, 2013
17. Memorandum from the Cultural Plan Review Committee on a Capital Grant Program, October 9, 2013

VSL/KM/ld

# Leon County Board of County Commissioners Budget Workshop Item #11

July 8, 2013

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

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

**Title:** Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Office of Financial Stewardship Ken, Morris, Economic Development & Business Partnerships
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Division of Tourism Development

**Fiscal Impact:**

This budget discussion item seeks Board approval of several new expenditures from the Division of Tourism Development’s unallocated fund balance, attempts to address some of the long-term community needs identified by the Cultural Plan Review Committee with ongoing operating revenue, and the scheduling of a future workshop on the consideration of funds dedicated to the Florida Center for Performing Arts and Education. This item has a fiscal impact of \$234,500 for FY 2014 and possible implications for an additional \$50,000 in FY 2015 from the unallocated fund balance of the Tourism Development account.

**Staff Recommendation:**

- Option #1: Approve the \$234,500 from the Tourism unallocated fund balance to support the Red Hills International Horse Trials, the development of the Word of South Festival, and additional marketing activities related to several new area amenities.
- Option #2: Direct staff to set aside \$125,000 in grant funds to support a signature community event fund and to bring back an agenda item detailing the process and criteria to access these grant funds.
- Option #3: Direct staff to increase the sports grants funding by \$25,000 and remove any maximum restrictions for an individual award.
- Option #4: Direct staff to remove any maximum restrictions for an individual grant awarded from the special events grant program.
- Option #5: Schedule a workshop on the consideration of funds dedicated to the Florida Center for Performing Arts and Education for October 22, 2013, from 12 – 3 p.m.

## **Report and Discussion**

### **Background:**

Over the past several months, the Board has directed staff to provide budget discussion items for consideration as part of the current budget cycle to address a number of funding requests. The following provides a summary of this direction and additional policy guidance that will be addressed in the item:

- On January 29, 2013, the Board approved a funding request in the amount of \$36,350 for the 2013 Red Hills Horse Trials (RHHT) event and directed the Tourist Development Council (TDC) to consider a three-year funding commitment to the RHHT that would be brought back to the Board as a budget discussion item (Attachment #1).
- Following an extensive discussion on a separate issue at the May 28, 2013 Commission Meeting, the Board directed staff to bring back the funding request for the Word of South Festival as a budget discussion item (Attachment #2).
- In addition to the RHHT and Word of South funding requests for the County's FY 2014 budget, the TDC made several recommendations at its June 13<sup>th</sup> meeting for one-time expenditures from the Division of Tourism Development's unallocated fund balance. These one-time expenditures are designed to further capitalize on a number of new products within our destination to enhance visitor awareness such as the improvements to the cross country course at the Apalachee Regional Park, the launching of the Trailahassee.com website, and the opening of the Capital Cascades Amphitheater at Cascades Park.
- As discussed with the Board at the June 18, 2013 meeting, the Board and the TDC continue to receive a number of requests for funding of significant community events outside of the traditional grant cycles. This item provides an approach to establish a signature event fund to formerly address these types of requests.
- This item provides a remedy to the concerns raised by the Board at the May 28, 2013 meeting regarding the current sports grant process.
- In light of recent activity related to the Performing Arts Center, this item seeks the Board's approval to schedule a future workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education that would address some of the long-term community needs identified by the Cultural Plan Review Committee and provide consistent funding for the cultural grant program.

### **Analysis:**

Over the past year, there have been a number of requests seeking funds from the Division of Tourism Development's unallocated fund balance. This analysis provides an update on the Tourism Division's unallocated fund balance, seeks Board approval of several new expenditures

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education

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from the Tourism Division's unallocated fund balance, attempts to address some of the long-term community needs identified by the Cultural Plan Review Committee with ongoing operating revenue, and the scheduling of a future workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education. This item has a fiscal impact of \$234,500 for FY 2014 and possible implications for an additional \$50,000 in FY 2015 from the Tourism Division's unallocated fund balance account.

The unallocated fund balance in the Tourism Division's account is \$1,246,349. This includes recent adjustments and appropriations approved by the Board including the \$125,000 for improvements to the cross country course at the Apalachee Regional Park, \$150,000 to support the hiring of a private management firm and related promotional expenses for the first year of County-sponsored events at the Capital Cascades Amphitheater, \$36,350 to support the 2013 RHHT, and \$35,000 to build a new web site for Trailhassee.com.

Based on the success of recent marketing efforts, the opening of the amphitheater, and the rollout of Trailhassee.com, the TDC would like to invest an additional \$234,500 of resources into the County's FY 2014 marketing efforts to further capitalize on a number of new products within our destination to enhance visitor awareness. The TDC recommends the following expenditures to enhance economic development through tourism:

1. Provide \$84,500 to RHHT to assist with the relocation and rebuilding of the cross country course in time for the group to host the spring 2014 event that continues to draw participants from across the United States and internationally. The Board previously approved \$36,350 for the 2013 RHHT event and RHHT does not anticipate a need for additional funds for the 2014 event beyond the recommended \$84,500 in relocation and rebuilding assistance. RHHT is unable to determine its needs for the spring 2015 event at this time so the TDC was reluctant to make a recommendation for the third year of the County's financial commitment.
2. Provide \$50,000 during FY 2014 to support the development of the Word of South Festival that would commence in the spring of 2015. At the June 13, 2013 meeting of the TDC, staff shared some of the concerns raised at the May 28<sup>th</sup> Commission meeting including the need for multi-year funding support, the level of financial commitment from the City of Tallahassee, and a review of the process by which such large funding requests are sought through the TDC. The City anticipates providing some unspecified in-kind services through its management and operation of Cascades Park. Mr. Mustian and the KCCI group working to develop the Boca Chuba Music Festival have been meeting and are discussing opportunities to possibly merge these events or work in close collaboration. Board approval would be required to allocate the remaining \$50,000 being sought for this festival. Finally, the next section of this analysis may address some of the Board's concerns about the process in which such large funding requests are made through the TDC and the ongoing need for dedicated funds to satisfy these requests.
3. \$100,000 to be utilized for additional marketing during FY 2014 in a combination of uses by both staff and the advertising/public relations agency to include:

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education

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A. Increase the number of trade shows attended; enhancing the number of media and tour operator familiarization tours; increasing and updating the destination photography and video libraries; and improving signage for the Visitor Information Center.

B. Develop a signature promotion with *Garden & Gun Magazine* or a similar publication; or develop a native application for iPhone users for Trailahassee.com or the new VisitTallahassee.com websites.

If all of the aforementioned budget issues are approved by the Board, the unallocated fund balance for the Tourism Division would be reduced by \$234,500 to \$1,011,849. The remaining unallocated fund balance would be 24% of the Tourism budget, well above the Board's minimum requirement of 15%.

#### Proposed Signature Event Funding and Adjustments to the Sports and Special Event Grant Process

To address some of the Board's concerns articulated at the May 28<sup>th</sup> Commission meeting during the Word of South discussion in which such large funding requests are made through the TDC, staff is proposing a remedy to the volume of funding requests for events that occur outside of the current grant program cycle and/or that seek funding beyond the current program thresholds. These requests often target the Division of Tourism Development's unallocated fund balance on a case by case basis rather than allowing for a more deliberative process. During the presentation of the Cultural Plan Review Committee' Interim Report on June 18, 2013, the Board reiterated the need for a dedicated revenue source to satisfy the funding requests for these large events that have the potential to draw visitors to the community.

Staff is seeking Board approval to create a community signature event program fund from recurring Tourism revenue in the amount of \$125,000 previously set aside for the Mary Brogan Museum through the Council on Culture and Arts (COCA) budget. This fund would be available for large cultural, athletic, or heritage themed events that have the potential to draw visitors to the community without regard to the grant cycles. Should the Board approve this option, staff will bring back an item for the Board's consideration outlining the process and strict criteria to access these funds.

Another modification to the allocation process relates to the existing Sports Grant program. Currently, the Sports Grant process has a maximum award of up to \$6,500. Unless otherwise directed by the Board, staff intends to revamp the grant program by removing the maximum award. This will allow the County to not impose artificial caps, but rather award grants based on the overall return on investment an individual event has on the community. Staff, in utilizing the existing grant application process, would further develop specific criteria possibly including such factors as:

- Room nights generated in Leon County commercial lodging establishments
- Tourist Development Tax and Sales Tax generated
- The number of expected participants
- The number of anticipated total visitors (family and friends)

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- Timing of the event to coincide with lower hotel occupancy periods
- Potential for future event growth
- Potential for positive media exposure for Leon County
- Total economic impact as calculated by the Florida Sports Foundation or the Destination Marketing Association International economic impact models

To ensure the sports grant has adequate funding, it is recommending that an additional \$25,000 be added to the existing appropriation of \$90,000 for a total of \$115,000. This allocation is in addition to the existing sports “bid pool” funding which is used by the County to proactively seek sporting events to come to our community.

Similar to the sporting events grant fund, there is a special event grant fund with a \$6,500 cap. Staff recommends lifting this cap as well and establishing similar criteria to determine grant awards.

This action will bring the FY 14 COCA funding to \$354,500 for re-granting purposes and provide for \$125,000 to be utilized by the County for large signature events and \$25,000 more for sports grants.

#### Existing 1 Cent Allocation for the Performing Arts Center

Based on the recent direction of the Leon County Sales Tax Committee to not fund the Florida Center for Performing Arts and Education project by a 12-2 vote and the ongoing cultural needs identified in the Cultural Plan Review Committee’ Interim Report, the Board may want to identify a process for staff to start evaluating the future use of the one-cent bed tax dedicated to the performing arts center and the \$3.5 million currently set aside for its construction. While the final report of the Sales Tax Committee is not anticipated until February 2014, staff is recommending that the Board schedule a workshop for October 22, 2013, from 12 – 3 p.m. to review the existing agreements and obligations with the City and CRA regarding the performing arts center and to provide guidance on the use of these funds for future cultural or other needs.

Based on the needs identified in the Cultural Plan Review Committee’ Interim Report, staff anticipates including for the Board’s consideration, at minimum, the inclusion of grant funding for capital projects, ongoing support of the COCA re-granting process and the possible support for the proposed signature event series. Staff will develop a proposed process by which capital projects would be eligible to apply for and receive capital grant funding. A detailed analysis will be provided examining the statutory uses and limitations of tourism funds for capital improvements and cultural activities.

**Options:**

1. Approve the \$234,500 from the Tourism unallocated fund balance to support the Red Hills International Horse Trials, the development of the Word of South Festival, and additional marketing activities related to several new area amenities.
2. Direct staff to set aside \$125,000 in grant funds to support a signature community event fund and to bring back an agenda item detailing the process and criteria to access these grant funds.
3. Direct staff to increase the sports grants funding by \$25,000 and remove any maximum restrictions for an individual award.
4. Direct staff to remove any maximum restrictions for an individual grant awarded from the special events grant program.
5. Schedule a workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education for October 22, 2013, from 12 – 3 p.m.
6. Board direction.

**Recommendation:**

Options 1, 2, 3, 4 and 5 are included in the preliminary budget.

**Attachment:**

1. January 29, 2013, agenda item requesting \$36,350 for the 2013 Red Hills Horse Trials.
2. May 28, 2013 agenda item requesting \$100,000 for the Word of South Festival

**Leon County  
Board of County Commissioners  
Cover Sheet for Agenda #29**

**January 29, 2013**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Vincent S. Long, County Administrator
<b>Title:</b>	Approval of Red Hills International Horse Trials Funding Request in the Amount of \$36,350

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review and Approval:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Economic Development & Business Partnerships
<b>Lead Staff/Project Team:</b>	Lee Daniel, Director, Division of Tourism Development

**Fiscal Impact:**

This item has a fiscal impact. The recommended funding of \$36,350 to support the 2013 Red Hills International Horse Trials would come from the unallocated fund balance of the Tourism Development account. The current balance is approximately \$1 million.

**Staff Recommendation:**

Option #1: Approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials (Attachment #1).

## Report and Discussion

### **Background:**

The Red Hills International Horse Trials (RHHT) is one of Tallahassee's premier events and considered one of the equestrian world's top competitions. Since 1998, this annual competition has drawn spectators and participants from across the United States and numerous other countries. RHHT is governed by the Federation Equestre Internationale (FEI), which sanctions all major international trials. The 2013 event features three days of competition; dressage on March 8 with FEI Show Jumping that afternoon, cross country on March 9 and the national divisions of stadium jumping on March 10. Riders and horses from different skill levels take part, and seven different classifications are offered including: Preliminary Rider, Open Preliminary, Intermediate, and Advanced at the national levels, including the USEA Gold Cup Series, plus Concours International Combine (CIC) 1 Star, CIC 2 Star and CIC 3 Star at the international levels. Last year, four out of five members of the United States Olympic Team competed at Red Hills.

The 2013 event is expected to draw riders and horses from at least 28 states and 10 countries including many of the leaders in the US and international eventing community. More than 20,000 spectators are anticipated. The 2013 event will celebrate Florida's 500<sup>th</sup> anniversary of Spanish discovery with the theme "Red Hills salutes VIVA Florida 500; the role of the horse in Florida development." The Five Flags of Florida will fly over the Elinor Klapp-Phipps Park, and the history of the horse, first brought to the United States by Spanish explorers, will be highlighted in many ways. Exhibitions and a parade of breeds are among the plans. The sport of Eventing will be featured since it evolved from the dressage of the Spanish Riding School and used in cavalry training.

In addition to generating overnight stays in commercial lodging establishments, the RHHT brings national and international media exposure for our destination in both equestrian-related media and non-equestrian print and electronic media.

### **Analysis:**

The County has traditionally supported RHHT through the Tourism Development Council (TDC) funds with a special event grant and provided dedicated ambulance and EMS personnel on site. For the 2012 event, the TDC awarded a grant of \$6,500 and contributed \$10,000 for EMS.

Unfortunately, RHHT is facing a number of challenges this year including the following: (1) loss of three major benefactors, (2) departure of its administrative assistant, (3) having to relocate the cross country course beginning in 2014, and (4) ability to generate sponsorship funds in this depressed economy. Total expenses for hosting the 2012 event were in excess of \$320,000. Expenditures for the 2013 event are estimated to be \$355,000.

Red Hills Horse Trials has approached the City of Tallahassee and Leon County for support through cash and in-kind services for the relocation of the cross country course in time for the 2014 event. The estimated cost of moving the course to another part of the property is from \$100,000 to \$125,000.

To host an official competition, RHHT must utilize officials sanctioned by FEI. Just some of these are: two FEI stewards, one foreign and one from the US; President of the Ground Jury FEI, who in 2013 is from Great Britain, and President of the National Ground Jury, this year from New Jersey; two additional members of each ground jury, dressage judges; two FEI-approved cross country course builders; a safety officer; a cross country controller; a show jumping course designer and five sanctioned veterinarians. The funding request is for \$6,650 to offset costs associated with travel for these sanctioned officials, \$26,200 in salaries, and \$3,500 in housing. If the Board approves the recommendation of the TDC, the funds would come from the approximately \$1 million that is in the unallocated fund balance of the Tourism Development account. At its January 10, 2013 meeting, the TDC unanimously approved a recommendation to provide the additional \$36,350 support for the 2013 event (Attachment #2), with the hope that RHHT officials can raise additional sponsorship money for the 2014 event and beyond.

In March 2007, Dr. Mark Bonn conducted an estimated economic impact study for RHHT. At that time, the event was estimated to have a total economic impact of almost \$300,000. The event has grown in both national and international importance and recognition in the last five years.

RHHT and Springtime Tallahassee are probably the area's best-known special events. RHHT is the single most important special event from the public relations standpoint, in terms of generating national and international media exposure. Some of the visitors to Tallahassee during the trials are the leaders in the equestrian community and could be excellent contacts for future economic development opportunities. According to the local RHHT organizers, the allocation of the requested funds is critical to the success of the 2013 event.

RHHT officials have expressed some concern about the future sustainability of the event, given the aforementioned challenges. With approval of this one-time funding request, the County will contribute \$50,849 (Funding request of \$36,350; \$10,000 for EMS; and awarded grant of \$4,499) toward the 2013 RHHT total expense projections of \$355,000. Staff has provided RHHT a list of local management companies to assist in raising additional sponsorship dollars for future events, and has encouraged RHHT to engage the Cultural Plan Review Committee as they evaluate community programming and funding needs.

Based on TDC's recommendation to support this request, the Board would need to approve the attached Resolution and associated Budget Amendment Request.

**Options:**

1. Approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials.
2. Do not approve the Resolution and associated Budget Amendment Request to provide \$36,350 from the Tourism Development unallocated fund balance to support the 2013 Red Hills International Horse Trials.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. [Resolution and Associated Budget Amendment Request](#)
2. [Memo from the Chair of the Leon County Tourist Development Council](#)

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Print

**Leon County  
Board of County Commissioners  
Cover Sheet for Agenda #10**

**May 28, 2013**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Vincent S. Long, County Administrator
<b>Title:</b>	Consideration of a One-Time Funding Request for the Word of South Festival in the Amount of \$100,000

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review and Approval:</b>	Ken Morris, Director, Economic Development & Business Partnerships
<b>Lead Staff/Project Team:</b>	Lee Daniel, Director, Division of Tourism Development

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**Fiscal Impact:**

This item has a fiscal impact of \$100,000 to the Tourist Development fund. If the request is funded, staff would be directed to include \$50,000 in the FY 2014 budget from Tourist Development Tax Funds, with the remaining \$50,000 included in the FY 2015 budget.

**Staff Recommendation:**

Board direction.

**Report and Discussion**

**Background:**

Former City Commissioner Mark Mustian is working to develop a new annual festival for Tallahassee and Leon County called "Word of South." The proposed festival would be unique to Tallahassee and would combine literature and music to be held over a weekend beginning in the spring 2015. Mr. Mustian has established a non-profit corporation and has, at present, a 12-member steering committee, with a willingness to add additional members.

Mr. Mustian made a presentation to the Tourist Development Council (TDC) at its March 6, 2013 meeting and requested financial support from the Tourist Development Tax (TDT) in the amount of \$100,000. This amount would be a dollar-for-dollar match to the funds Mr. Mustian is personally contributing. The TDC approved a motion to support the festival in the amount of \$100,000. Mr. Mustian intends to leverage his personal funds and the potential County TDT funds in a state cultural grant application due June 1, 2013.

**Analysis:**

As a published author, Mr. Mustian has spoken and appeared at several literary festivals. He began to question why there is not a similar festival in Tallahassee. The Word of South is a proposed special event designed to draw

people from outside Tallahassee and will feature well-known writers and musicians combining their talents in different ways. The festival has initial funding through a gift of \$100,000 from Mr. Mustian.

The festival is committed to a broad range of programming, including minority authors and musicians, programming for children and other events to match the interests of the community. Although there is some flexibility in the date, the tentative days for the initial year are February 28 to March 1, 2015.

The festival's initial budget is targeted at \$300,000 with one-half of this amount used to pay for bringing artists to Tallahassee. The remaining budget would be used for marketing/publicity and the logistics of putting on the various events. Private companies will be solicited for sponsorships, and Tallahassee Community College has indicated an interest in being a major supporter. The festival has developed an active outreach effort for private and public donations. Additionally, the group expects to submit a state grant application in June 2013.

Mr. Mustian's March 6, 2013 presentation to the TDC requested the council recommend the Board approve matching his initial \$100,000 gift with proceeds from the TDT. There was lengthy discussion followed by a question and answer period (Attachment #1). The TDC unanimously approved a recommendation to the Board in support of \$100,000 from the TDT with funding being spread out over two fiscal years to allow staff to determine the final payment schedule. Should the Board concur with the TDC to provide \$100,000 for the Word of South Festival, staff would recommend using \$50,000 from the unallocated fund balance during FY 2014 and another \$50,000 in FY 2015.

Word of South is not eligible to apply for COCA grants because the festival has not been providing programming in its discipline for at least three complete fiscal years nor does the organization have multiple-event cultural programming that is regularly available to the public or produced throughout the year (Attachment #2). Word of South would be eligible to apply under current guidelines for the Tourism Development Special Event Grants, but their application would have to occur in June 2014 for the FY 2014-2015 budget cycle, and the maximum award would only be \$6,500. Aside from the \$6,500 award limit, Mr. Mustian is seeking a commitment from the Board to enhance a cultural grant application due to the state on June 1, 2013.

Members of the TDC, who have worked with Mr. Mustian in the past, expressed confidence in his thoroughness and in the amount of research put into the plan thus far. The fact that he has made a personal financial commitment was also persuasive. Mr. Mustian was able to overcome some concerns that if the total \$300,000 budget is not raised, TDT funds would be returned and that his private donation would be spent before any bed tax funds are used. If successful, Mr. Mustian hopes additional sponsors will help sustain future festivals.

There are a number of ongoing community efforts relating to culture and tourism that will require the Board's attention during the July budget workshops, as they are seeking or contemplating funds from the TDT unallocated fund balance. Some of these programs have been requested by the Board, while others have independently sought support through the TDC. For example, a KCCI Catalyst Group made a presentation at the May 8, 2013 TDC meeting for the Boca Chuba Music Festival, scheduled to take place on April 11-13, 2014 at Cascades Park (Attachment #3). The group did not make a formal request for funding support at that time, but provided the TDC with an update of its activities and suggested that TDC funds may be sought in the future.

At the Board's direction, staff is continuing to work with organizers of the Red Hills International Horse Trials to develop a recommendation for additional funding support through the TDT that would include assistance in relocating the course prior to the 2014 event. This will impact the amount of funds in the unallocated fund balance of the TDC to support the Word of South event or other requests. Therefore, staff will prepare a budget discussion item explaining each of the ongoing funding requests and their impact to the overall TDT fund balance. For these reasons, a Budget Amendment and Resolution (BAR) have not been prepared for this agenda item. Instead, the BAR will be included in the July budget discussion item to offer the Board a comprehensive summary of the expenditures being sought from the TDT fund balance.

The Board's approval to support the recommendation of the TDC by funding the Word of South Festival in the amount of \$100,000 over the next two fiscal years will provide Mr. Mustian the commitment needed to enhance his cultural grant application for state funds.

**Options:**

1. Approve the recommendation of the Tourist Development Council to support the Word of South Festival in the amount of \$100,000, and direct staff to include \$50,000 in the proposed FY 2014 budget and \$50,000 in the proposed FY 2015 budget.
2. Do not approve the recommendation of the Tourist Development Council to support the Word of South Festival in the amount of \$100,000.
3. Board direction.

**Recommendation:**

Board direction.

**Attachments:**

1. [Minutes of the March 6, 2013 meeting of the Leon County Tourist Development Council](#)
2. [COCA Grant Eligibility Guidelines](#)
3. [Boca Chuba Music Festival Fact Sheet](#)

Back

Print

ORDINANCE NO. 2013- 03

1  
2  
3  
4 AN ORDINANCE OF THE BOARD OF COUNTY  
5 COMMISSIONERS OF LEON COUNTY, FLORIDA,  
6 AMENDING ARTICLE III OF CHAPTER 11 OF THE  
7 CODE OF LAWS OF LEON COUNTY REGARDING THE  
8 TOURIST DEVELOPMENT TAX; AMENDING SECTION  
9 11-47 RELATING TO THE TOURIST DEVELOPMENT  
10 PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR  
11 SEVERABILITY; AND PROVIDING AN EFFECTIVE  
12 DATE.  
13  
14

15 WHEREAS, the Leon County Tourist Development Plan serves as the blueprint to guide  
16 the activities of the Leon County Tourist Development Council and the expenditure of tourist  
17 development tax revenue; and

18 WHEREAS, the Board desires to amend the Leon County Tourist Development Plan;

19 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON  
20 COUNTY, FLORIDA, THAT:

21 **Section 1.** Section 11-47 of Article III of Chapter 11 of the Code of Laws of Leon  
22 County, Florida, entitled "Tourist Development Plan Funded," is hereby amended to read as  
23 follows:

24 **Sec. 11-47. Tourist Development Plan Funded.**

25 The tax revenues received pursuant to this article shall be used to fund the Leon County  
26 Tourist Development Plan dated February 12, 2013 ~~April 12, 2011~~, which is attached hereto as  
27 Exhibit A and which is hereby adopted and incorporated into this article.

28 **Section 2.** **Conflicts.** All ordinances or parts of ordinances in conflict with the  
29 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
30 extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended,

1 which provisions shall prevail over any part of this ordinance which is inconsistent, either in  
2 whole or in part, with the said Comprehensive Plan.

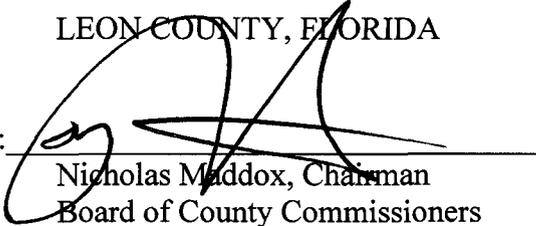
3 **Section 3. Severability.** If any word, phrase, clause, section or portion of this  
4 ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such  
5 portion or words shall be deemed a separate and independent provision and such holding shall  
6 not affect the validity of the remaining portions thereof.

7 **Section 4. Effective date.** This ordinance shall have effect upon becoming law.

8 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon  
9 County, Florida, this 12<sup>th</sup> day of February, 2013.

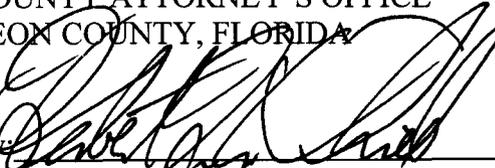


LEON COUNTY, FLORIDA

By:   
Nicholas Maddox, Chairman  
Board of County Commissioners

17 ATTESTED BY:  
18 BOB INZER, CLERK OF THE COURT

20  
21 By:   
22 CLERK

24 APPROVED AS TO FORM:  
25 COUNTY ATTORNEY'S OFFICE  
26 LEON COUNTY, FLORIDA  
27  
28  
29 By:   
30 HERBERT W.A. THIELE  
31 COUNTY ATTORNEY

## **EXHIBIT A**

### **LEON COUNTY TOURIST DEVELOPMENT PLAN**

**(Date of Adoption: February 12, 2013 ~~April 12, 2011~~)**

The Tourist Development Plan contained herein will serve as a blueprint to guide the activities of the Leon County Tourist Development Council (TDC) and the expenditure of tourist development tax revenue. The goal of this plan is, including but not limited to: increasing the number, length of stay and expenditures of visitors to the County in pursuit of business, conference/convention, leisure, educational, sports or film related travel.

As designed in Section 125.0104, Florida Statutes, the TDC shall act as an advisory council to the County Commission on matters pertaining to the expenditure of tourist development tax proceeds. This body shall meet at least quarterly and, from time to time, shall make recommendations to the County Commission for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The TDC shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the County. Expenditures which the TDC believes to be unauthorized shall be reported to the County Commission and the Department of Revenue.

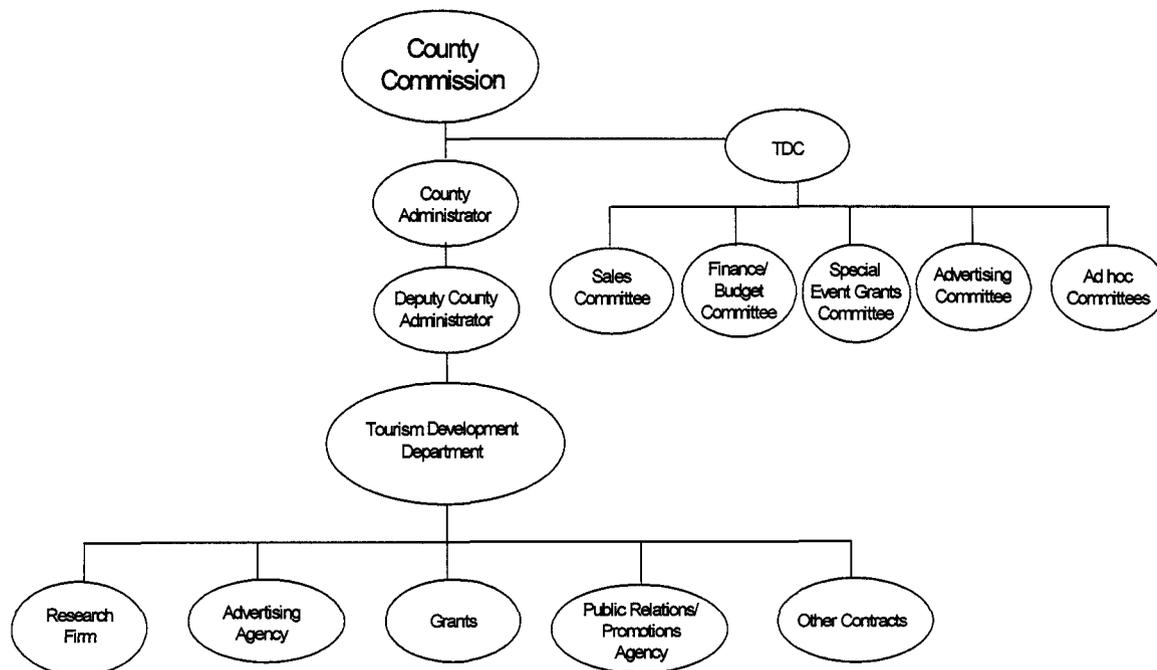
An annual Marketing Plan and budget will be developed by County staff, utilizing industry stakeholder input, and thereafter presented to the TDC for its consideration. The TDC will then issue a recommended Marketing Plan to the County Commission.

Expenditures which the TDC believes support an optimum Marketing Plan for Tourist Development may be allocated to the following elements: (1) advertising; (2) public relations/promotions; (3) research and analysis; (4) direct sales; (5) convention and visitor services; (6) special events; and (7) administration. The budget allocations for construction, operation, maintenance, and associated costs of a Performing Arts Center have been established by Ordinance at 20% of tourist development tax collections, ~~and 30% commencing on October 1, 2013. In addition, commencing on October 1, 2013, 10% of tourist development tax collections will be allocated for a purpose consistent with Section 125.0104(5), Florida Statutes.~~

All expenditures of tourist development tax revenues, including the Marketing Plan shall be presented to the County Commission as annual recommendations of the TDC, but in no case, shall the total of all budget allocations exceed 100 percent of the annual estimated revenue budget.

It is the intent of the County Commission that excess funds accumulated annually in the Fund Balance may be used in non-budgeted tourism promotion situations, such as following natural disasters, emergencies, or other unanticipated events, subject to the approval of the County Commission.

Staff assistance to the TDC shall be provided by Leon County employees in the Department of Tourism Development under the direction of the County Administrator or his designee, on behalf of the Board of County Commissioners. The director of this department shall report to the County Administrator through the Deputy County Administrator. The operational flow of the TDC is presented below:



In order for the TDC to have best possible information to serve as an advisory council to the County Commission, tourism development staff will provide at least quarterly reports to the

TDC on its activities. In addition, the contractors providing services for marketing research, advertising and public relations/promotions will also make similar reports. Periodic issues relating to the tourism industry will be presented and discussed as desired or necessary.

The TDC will recommend expenditure of available tourist development tax dollars in the following categories:

### **Advertising**

Advertising is an important component in the TDC's Marketing Plan. An advertising agency or agencies may be retained by the County after a thorough search of appropriate firms is conducted. The agency will work with staff and the TDC's advertising committee and be responsible for developing an image of the County that will be uniformly projected in all the visitor related advertising including TV, radio, print, internet, etc.

The agency, as directed and coordinated by staff, will be responsible for the following tasks:

1. Create, produce and place advertising messages that increase awareness of the County as a destination for business, convention, sports, film, leisure travel and other niche markets once identified.
2. Develop a media plan that identifies the optimum utilization of available advertising dollars to both leisure and various trade markets.
3. Develop cooperative advertising programs with hotels, airlines, attractions and other industry stakeholders.
4. Maximize the reach and effectiveness of [www.visittallahassee.com](http://www.visittallahassee.com) and any other Web sites that may be utilized by the County for tourism promotion.
5. Provide support in the development and production of targeted collateral materials such as the Visitor Guide.
6. Other tasks as assigned.

### **Public Relations/Promotions**

A public relations firm may be retained by the County to perform the following functions:

1. Develop a public relations strategy consistent with the goals of the Marketing Plan for Tourist Development.

2. Develop and coordinate promotions to support advertising efforts.
3. Develop and implement publicity strategies for key markets and targeted media.
4. Design and implement strategies to communicate with local citizens the achievements and goals of the TDC.
5. Develop and coordinate strategies to support advertising and publicity efforts.
6. Other tasks as assigned.

### **Research and Analysis**

Research will help provide a clear understanding of who is the County's core customer and identify the size and scope of certain target markets to help to refine the creative message intended to be conveyed. The research firm of record will seek to generate information from visitors and potential visitors which can be utilized in developing marketing strategies. The information will be gathered by interviews with visitors at hotels, airports, attractions and other businesses frequented by tourists, business conferences and conventions, and special events. Interviews may also be conducted with visitors in key target cities and via the Internet to determine their perceptions of Tallahassee as a destination for convention, vacation, business, etc. Questions will be asked and research analyzed on items such as length of stay, money spent, demographic considerations and interest in specific activities, etc. Research and analysis will be utilized to help establish benchmarks from which to measure the TDC's success with advertising, promotion and direct sales strategies. Research will provide the necessary information to make course corrections in marketing strategy.

### **Direct Sales**

Direct sales shall comprise a very important component of the Marketing Plan. It is vital to effectively mesh the direct sales efforts with the advertising and public relations strategies in order to be successful in winning leisure, sports and convention and conference business. Direct sales involves a host of activities directed at conference planners, travel agents, tour operators, consumers, film producers, sports promoters and others as identified including attending related trade and consumer shows, conducting sales missions, direct mail and email, and joining and becoming active in trade associations. It also involves doing a good job of servicing these groups when they come to Leon County. The advertising and public relations agencies will be

supportive and ensure printed materials, ads, and publicity are cohesive and effectively communicate the tourism related messages of the TDC and County.

### **Convention and Visitor Services**

An essential ingredient in marketing conventions to prospects is the quality of services rendered. Details must be efficiently handled to make a convention a success, such as: hotel rooms, air and ground transportation, support services, catering, etc. A welcoming and informative visitor services program is also important in making all guests feel that the County is a special destination and one worth returning to on a regular basis.

### **Special Events**

The Marketing Plan shall also recognize the importance of special events in drawing visitors to the destination, especially in shoulder months. The TDC will recommend a grant program to assist groups and organizations in marketing new and existing events that are proven or have the potential to draw overnight visitation to the County.

### **Administration**

The County will hire professional staff as necessary to handle administrative matters and to carry out its policies. The responsibilities of the director shall include but not be limited to the following:

1. Ensure all programs and activities comply with state and federal statutes and local ordinances.
2. Direct, coordinate and monitor activities of all professional staff and tourism related firms or vendors under contract with the County.
3. Develop, direct, coordinate and monitor the annual Marketing Plan as recommended by the TDC and approved by the County Commission.
4. Direct, coordinate and monitor the marketing grant program as approved by the TDC.
5. Coordinate and act as liaison to all local and regional stakeholders involved with tourist related development including the Chambers of Commerce, universities, arts groups, state and local tourist agencies, hotels, attractions and restaurant associations, etc. Also work with local, state and regional media to effectively communicate TDC and County

programs to the public and to convey the importance of increased visitor business to the local economy.

6. All other duties as assigned.

### **Performing Arts Center**

~~Commencing on October 1, 2013, 30% of the tourist development tax collections shall be utilized for the construction, operation, maintenance, and associated costs of a Performing Arts Center.~~

### **Arts Exchange**

~~Commencing on October 1, 2013, 10% of the tourist development tax collections shall be utilized to support the Arts Exchange project, or other use consistent with Section 125.0104(5), Florida Statutes.~~

### **Summary**

The goal of the Tourist Development Council is to be a respected and trusted advisory council to the County Commission on matters relating to the expenditure of tourist development tax proceeds. It is the intention of the TDC to maximize the involvement and coordination among local stakeholders for the overall achievement of our community visitor goals. The TDC will work closely with staff and the contractors to develop and recommend the best possible annual Marketing Plan and budget with the understanding that maximizing the amount of tourist development tax dollars available for marketing is a vital consideration.

The County Commission shall adopt, upon recommendation of the TDC, a tourism vision statement and a tourism mission statement that will provide additional guidance for all TDC recommendations.

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

This Interlocal Agreement ("Agreement") is made and entered into as of this 23<sup>rd</sup> day of June, 2004, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, Florida, a municipal corporation created and existing under the laws of the state of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

**RECITALS**

WHEREAS, under the authority of Part III of Chapter 163, Florida Statutes (the "Act"), the City has previously created the Agency, which has the authority under the Act to plan, coordinate, and cause the redevelopment of areas of the City determined under the Act to be "slum or blighted areas"; and,

WHEREAS, the Agency is currently implementing a "community development plan" for a "community redevelopment area" (as those terms are defined in the Act) known as the "Downtown District Community Redevelopment Area" (the "District"), and the City may, from time to time, seek to declare other additional areas to be "slum" or "blighted" areas and to cause the Agency similarly to implement such "community redevelopment plans" within those "community redevelopment areas" to address the identified conditions of "slum" or "blight" in those areas; and,

WHEREAS, the County is of the belief and position that neither the City, nor the Agency may legally create or designate any new "community redevelopment area", or expand the boundaries of any existing "community redevelopment area" or exercise any powers within a new or expanded "community redevelopment area", without first obtaining from the County the specific delegation of powers enumerated in the Act or otherwise the County's consent thereto; and,

WHEREAS, the City and the Agency are of the belief and position that the City has the power and authority to create and designate any new "community redevelopment area", or expand the boundaries of an existing "Community Redevelopment Area" and exercise those powers enumerated in the Act, within the new "community redevelopment area" without first obtaining from the County any approval, delegation of powers, or consent; and,

WHEREAS, the County and City engaged in the procedures enumerated in the Intergovernmental Conflict Resolution Act, Chapter 164, Florida Statutes, in an effort to resolve their differences concerning the District; however, both parties reached an impasse, and subsequently on March 5, 2004, the County filed a Complaint against the City, challenging the creation of the District; and,

WHEREAS, the parties to this Agreement agree that the conflict between them is better resolved through negotiation and agreement rather than by litigation; and,

WHEREAS, the parties to this Agreement agree that should either party breach this Agreement or should the Agreement be terminated pursuant to Section 10 of the Agreement, that both parties specifically reserve the right to put forth their legal arguments previously articulated, and nothing herein shall be deemed to be a waiver thereof; and

WHEREAS, the parties to this Agreement agree that the establishment of a Community Redevelopment Agency and Tax Increment Financing are effective tools for the redevelopment of slum or blighted areas of the City; and

WHEREAS, the parties to this Agreement agree that it is the intent of both the City and the County that properties acquired by the Agency for the purpose of redeveloping slum or blighted areas of the District, with the exception of those intended to be maintained in public ownership, be placed back on the tax rolls as quickly and as expeditiously as possible and consistent with the approved redevelopment plan; and

WHEREAS, the County, the City and the Agency (hereinafter collectively referred to as the "parties") desire to enter into an Agreement of understanding to delineate their areas of responsibility with respect to the redevelopment of the District and the Agency's obligations and responsibilities to each taxing authority; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

Section 1. Authority

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

Section 2. Definitions

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

- a. "Agency" means the Community Redevelopment Agency, or its successor, a public body corporate and politic.

- b. **“Act”** means Part III of Chapter 163 of Florida Statutes (2003).
- c. **“Agreement”** means this document and other terms and conditions which are included and the exhibits and documents that are expressly incorporated herein by reference.
- d. **“City”** means the City of Tallahassee, a Municipal Corporation under the laws of the State of Florida.
- e. **“Community Redevelopment Area”** means a slum area, and blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment.
- f. **“County”** means Leon County, Florida, a Political Subdivision of the State of Florida, a Charter County.
- g. **“Downtown Community Redevelopment Plan”** or **“Plan”** means the plan adopted by the City Commission on June 23, 2004, (attached hereto as Exhibit B) for redevelopment of the District, and any amendments or revisions to such plan as the City Commission may from time to time approve in compliance with and subject to the limitations of this Agreement.
- h. **“Downtown District Community Redevelopment Area”** or **“District”** means the area located within the corporate limits of the City and found and determined by the City Commission in Resolution No. 02-R-43, adopted on September 11, 2002, to be a slum and blighted area (as the term is defined in the Act), a copy of which Resolution is attached hereto as Exhibit A.
- i. **“Effective Date”** means the date upon which the last party to this Agreement has fully executed same in accordance with the formalities imposed upon such entity required by Florida Law.
- j. **“Increment Revenue”** means the amount calculated pursuant to Section 163.387(1), Florida Statutes.
- k. **“Project”** means land sales, purchases, proposals, programs, development agreements, and public and private construction related to redevelopment in the District, unless specifically prohibited by the terms of this Agreement, which are projected to exceed \$500,000, or the portion thereof

funded by the Downtown District Community Redevelopment Area Trust Fund ("Trust Fund"), is expected to exceed \$500,000. For purposes of calculating the threshold amount of \$500,000, only direct monetary expenditures on a Project from the Trust Fund, shall be included.

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

- a. The term of the District for purposes of completing all Projects contemplated hereunder shall be no later than thirty-five (35) years from the Effective Date of this Agreement. The City reserves the right to reduce the term of the District to less than 35 years as provided for in this Agreement, provided that all indebtedness, in whatever form agreed to, and other contractual obligations involving County funds have been fully satisfied. The City shall notify the County of such intent to terminate the District at least 180 days prior to such termination in accord with Section 13 (e) of this Agreement. During the term of the District, the County method of investment in any redevelopment activities proposed by the Agency within the boundaries of the District shall be subject to the terms and conditions of this Agreement and any amendments hereto.
- b. The term of this Agreement shall commence upon the Effective Date, and shall end upon dissolution of the District, however, in no event to exceed thirty-five (35) years from the Effective Date, unless earlier terminated pursuant to Section 9 of this Agreement.
- c. This Agreement is non-terminable and non-cancelable during its term, and any amendments thereto, except as provided in Section 9 herein.

Section 4. Community Redevelopment Area.

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

Section 5. Downtown District Community Redevelopment Area.

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

- a. The District shall have duration of no more than thirty-five (35) years from the Effective Date of this Agreement. However, annual Increment Revenue, if necessary to meet the respective obligations set forth in

Section 6(c) hereof or to secure debt issued to meet such obligation, shall be collected for a period of no more than thirty (30) years from the date upon which the District was created by the City.

- b. The membership of the Agency shall consist solely of the membership of the City Commission, who shall act as its governing body and who shall have all those powers enumerated under the Act, unless otherwise conferred or delegated hereunder. In addition thereto, the County shall appoint two (2) ex officio members to the CRA, who each shall have a two-year term.
- c. There is hereby created a Project Review Committee for the District, which shall be comprised of four members, two of whom shall be City Commissioners and two of whom shall be County Commissioners, who shall each have a two-year term. The Agency shall not remove or otherwise diminish the authority conferred upon the Project Review Committee established herein. All decisions made by the Project Review Committee shall be made by a majority vote. In the event of a tie vote on any matter, such matter shall be referred to both the County Administrator and City Manager who shall jointly be required to propose a "Resolution" to the Project Review Committee. The Project Review Committee shall then be reconvened for purposes of consideration of the "Resolution" to said matter. Should the Project Review Committee not adopt the "Resolution," an impasse shall be declared. In the event that an impasse occurs, the Agency shall have the right, in its sole discretion, to withdraw that Project from further consideration.
- d. The Agency confers upon the Project Review Committee all those powers necessary and convenient to carry out and effectuate the specific purposes and provisions of this Agreement which relate to the Project Review Committee. The Project Review Committee shall be required to review and approve or reject all Projects, which are authorized by the Agency for funding from the Trust Fund at both the conceptual stage and at the acquisition, sale and/or construction stage, as the case may be. Every Project shall be reviewed by the Project Review Committee and be subject to their approval. The Project Review Committee shall be required to review and approve or reject all Requests for Proposals and Bids responsive thereto related to any Project, but shall not be responsible for the award and administration of such contract or agreement resulting from such procurement efforts. Final scope of such Projects shall also be subject to review and approval or rejection by the Project Review Committee.
- e. Oversight Review Board. There is hereby created an Oversight Review Board, which shall be comprised of five members consisting of the Mayor of the City of Tallahassee, the Chairman of the Leon County Board of County Commissioners, the Leon County Property Appraiser, the

Superintendent of the Leon County Schools, and the Leon County Clerk of the Court. The Oversight Review Board shall be convened solely to address matters upon which the Project Review Committee reaches an impasse. The decision of the Oversight Review Board shall be final and binding upon the Project Review Committee and all Parties. In the event that the Oversight Review Board is unable to resolve a matter by majority vote, referred to it by the Project Review Committee, an impasse shall be declared and the matter shall be resolved in accordance with Section 10, Dispute Resolution.

**Section 6. Financial Provisions**

- a. **Tourist Development Tax.** The County agrees to impose an additional one-cent tourist development tax on a County-wide basis, as set forth in Section 125.0104(3)(l), Florida Statutes (2003). The proceeds of one cent of the tax imposed pursuant to Section 125.0104(3)(c) and (d), Florida Statutes (2003) which is required to be remitted to the County Tourist Development Trust Fund, in accordance with Section 125.0104(3)(i), Florida Statutes (2003), shall be dedicated exclusively for costs associated with a Performing Arts Center(s) to be located in the Downtown District Community Redevelopment Area. The Performing Arts Center project(s) shall be specifically subject to the review and approval or rejection of the Project Review Committee. Upon the request of the Agency, the County shall authorize, approve, and execute such documents as are necessary to authorize and permit the Agency to issue debt and pledge the above referenced proceeds for the repayment of that debt including the payment of debt service and costs of issuance. Any portion of the Tourist Development Tax not needed for the payment of debt service, construction and/or operational costs for the Performing Arts Center(s), shall at the option of the Agency and upon approval of the Project Review Committee be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof.
  
- b. **Gaines Street Reconstruction Project.** The County agrees to contribute \$10.7 million, to be derived from its share of sales tax extension revenues as identified in Leon County Ordinance 00-35, to be used exclusively for the Gaines Street Reconstruction project as set forth in Leon County Resolution 00-30, dated June 1, 2000, as amended by Leon County Resolution No. R.03-63, dated September 23, 2003, provided the City contributes a minimum of \$17 million, derived from its share of sales tax extension revenues, to be used for the Gaines Street Reconstruction project, as identified herein, and the east/west pairing reconstruction project associated with the Gaines Street Reconstruction project and associated land acquisition and transportation related improvements in connection therewith. The County shall remit the subject funds to the City not later than 180 days from receipt of written notice from the City that the City funds have been contributed and the County funds are needed for the project. The subject funds shall be deposited into a City Project Work

Order for the project and the responsibility for design, construction and operation of the project shall be strictly that of the City.

- c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund. The County agrees to pay \$15,000,000 and the City agrees to pay \$13,000,000 by September 30, 2005, to the Trust Fund. In no event shall funds from Sales Tax, Municipal Service Taxing Unit or utility service revenues be used to make these contributions. If these payments are made prior to September 30, 2005, then the entity making the payment will be relieved from any future Increment Revenue payments required to be made to the District.

Based on the need for the funding of Projects approved by the Project Review Committee, and other permitted uses of Trust Fund monies, the Agency, shall make written demand on the City and County for payment into the Trust Fund of all or a portion of the outstanding balance owed, which may be due after September 30, 2005. Any such partial payment shall be in the respective percentages of the total obligation set forth above. Such payment shall be made, with accrued interest, within 180 days of Notice by the Agency.

In the event the Agency does not demand payment as described above of the full agreed upon amount prior to September 30, 2005, interest on the outstanding balance will be paid into the Trust Fund on October 1 of each year in which payment is deferred, accruing at 4.50 % or the annual Consumer Price Index ("CPI") rate in effect on October 1 of each year, whichever is greater. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84-100 (unadjusted), as published monthly by the Bureau of Labor Statistics, United States Department of Labor.

Until the principal and all accrued interest, if any, of the agreed amounts are paid (County - \$15,000,000; City - \$13,000,000), the City and the County agree to pay annually the Increment Revenue to the Trust Fund. The Agency will remit to the account designated by the County the increment amount attributed to the EMS Municipal Services Taxing Unit and the Indigent Health Care Municipal Services Taxing Unit collected within the District. Such remittance will be made within ten (10) calendar days of receipt of payment by the Agency. The remaining amount contributed by each entity will be applied to the outstanding balance owed by that entity, including interest owed as described above.

If either the City or the County desire to finance its required contribution or any portion thereof through the issuance of debt secured by Increment Revenue collected within the District, the Agency agrees upon the request of such party to authorize, approve, and execute such documents as are necessary to authorize and permit that Party to issue debt and pledge the

Increment Revenue for the repayment of that debt, including the payment of debt service and cost of issuance.

Once the total amount owed is paid off by either Party, that Party shall be fully relieved of any obligation to remit Increment Revenue to the Agency or District Trust Fund.

- d. Trust funds shall not be used to provide direct lease subsidies within the District. Trust funds shall not be used to provide indirect lease subsidies unless they are specifically approved by the Project Review Committee. A lease subsidy is defined as any payment from the Trust Fund, through the Agency, to either a property owner or a tenant for the express purpose of reducing the tenant's lease costs. The requirement of inclusion of retail or commercial space in a given Project shall not constitute a lease subsidy.
- e. Funds and other assets received by the Agency unrelated to the District or through grants, gifts, donations, or in any other manner accruing to the District, including Increment Revenue contributed by the City in excess of its required obligation under Section 6(c) hereof and Increment Revenue from the Downtown Improvement Authority, except as described below, shall remain the assets and/or funds of the Agency and shall not be in any way subject to the provisions of this Agreement. Funds and other assets received by the Agency from the sale or lease of Projects financed by the Agency within the District shall remain subject to the provisions hereof for the entire Term of this Agreement
- f. In the event of any subsequent refinancing of debt secured by Increment Revenue or Tourist Development Tax revenue issued pursuant to this Agreement, any debt service savings shall accrue to the benefit of the Trust Fund.
- g. As a result of the provisions of this Agreement, subject to the provisions of Section 6(c) hereof, the County is hereby relieved of its obligation under the Act to deposit Increment Revenue or any other funds into the Community Redevelopment Downtown District Trust Fund, and the City and the Agency shall be deemed to have waived their rights under the Act to require the County to make such payments.

Section 7. Records and Reporting. For Projects within the Downtown District Community Redevelopment Area. The Agency shall:

- a. Maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures and practices, which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City and/or Agency in connection with the Projects or otherwise paid or to be paid from either Incremental Revenues or the proceeds of increment obligations, or paid from revenues derived from the Tourist Development Tax or revenues otherwise contributed by

the County to the District, and said books, records, documents and other instruments shall be retained by the City and the Agency for a period of three full years after termination of this Agreement. However, notwithstanding the above, construction records, documents, and reports shall be retained by the City and the Agency for a period of five full years after completion of any such Project, unless said records, documents, and reports are required to be maintained pursuant to federal income tax regulations for arbitrage rebate calculation purposes, upon which said records, documents, and reports shall be retained for a period of three years after termination of this Agreement; and

- b. Provide to the Project Review Committee, within 45 days after March 31 and September 30 of each year, a report which shall contain a narrative description of the work completed on any Projects according to the project schedule, a description of any change orders then pending or executed, and a budgetary summary detailing planned expenditures and actual expenditures; and
- c. Provide the County and the City upon completion of construction of any Project with a certification to the County from a professional engineer licensed to practice in the State of Florida, that the improvements have been completed according to the plans and specifications approved for such Project; and
- d. Within 120 days after the end of each fiscal year, provide the Project Review Committee a report for the preceding fiscal year itemizing all expenditures made by the City and/or Agency from proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or other County contribution to the Trust Fund, setting forth all interest earnings from the investment of proceeds of Increment Revenue, increment obligations, Tourist Development Tax proceeds, and/or County revenue contributions, and calculating the balance of any unexpended proceeds.

Section 8. Audit.

- a. The County shall have the right from time to time at its sole expense to audit the compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, the right to audit from time to time for compliance by the City and the Agency with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement as it relates to construction of Projects shall extend for a period of five (5) years after the completion of the Projects.
- b. The County shall have full access, for inspection, review, and audit purposes, to all items referred to in the preceding paragraph.

- c. The City and the Agency shall insure that all aforementioned recordkeeping, reporting, and audit requirements are included in any contracts and subcontracts entered into by the City and/or Agency with any party for the construction, purchase, sale or lease related to a Project authorized in this Agreement.
- d. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide to the County an annual report as required by Sections 163.387(8) and 163.356(3), Florida Statutes. The City and the Agency shall include a comparison of plan goals, objectives, and policies to annual program accomplishments and an analysis comparing current tax base to the base year, in addition to the statutorily required financial statements.
- e. During the term of this Agreement, or any amended term of this Agreement, the City and the Agency shall provide a report to the County on an annual basis, as required by Section 163.356(3)(c), Florida Statutes, to effectively demonstrate accountability for the resources and activity. The activity report shall be provided in a format approved by the County, City and Agency, and must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the Community Redevelopment Area Plan. Specific details of the reporting shall be part of the terms and conditions of any amendments to this Agreement.

**Section 9. Termination.**

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

- c. The grounds for termination and the remedy set forth in this Section are intended to be cumulative with those set forth in other paragraphs in this Agreement, as well as those otherwise available to the parties at law or at equity.

**Section 10. Dispute Resolution.**

- a. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Paragraph. The provision of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this Section 10. The aggrieved party shall give written notice to the other party, in the manner set forth in Section 13.e., setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the “Dispute Notice.”
- b. Should the parties be unable to reconcile any dispute, the appropriate Agency, City and County personnel shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision, in writing, to the City Manager and County Administrator. If they are unable to reconcile their dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting of the City Manager and County Administrator at their earliest opportunity, but in any event within 20 days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
- c. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either party may require the dispute to be submitted to mediation by delivering written notice thereof (the “Mediation Notice”) to the other party. The mediator shall meet the qualifications set forth in Rule 10.010(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.
- d. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be

conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

1. Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), or a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

2. Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government issues relating to Community Redevelopment Agencies.

3. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

Section 11. Procedure for the Creation of New Community Redevelopment Agencies or the Expansion of Existing Community Redevelopment Agencies.

The City and County agree either Party may only propose new Community Redevelopment Areas in areas within the City limits or boundary adjustments to existing Community Redevelopment Areas, subject to the provisions of this Section. Should either the City or County propose a new Community Redevelopment Area, or a boundary adjustment to an existing Community Redevelopment Area, it shall be required to first receive the prior written approval of the other Party. The City and the County agree to negotiate the boundaries, the duration of future Community Redevelopment Areas and such Increment Revenue in good faith.

Section 12. Charter Amendments

The City and County pledge that neither the City nor the County shall initiate any charter amendment to either the City or County Charter during calendar year 2004 which

in any way concern, effect or otherwise impact the budgetary or operational matters of either entity.

Section 13. General Provisions.

- a. Assignment. The parties shall not assign any portion of this Agreement without written consent first obtained from the other parties and any assignment made contrary to the provisions of this Paragraph may be deemed a default of the Agreement and, at the option of the other parties, shall not convey any rights to the assignee.
- b. Compliance with Applicable Law. In providing services and otherwise carrying out its obligations under this Agreement, the parties shall comply with Applicable Law. Such compliance shall include obtaining any and all federal, state, or local permits or licenses required to perform its obligations under this Agreement.
- c. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship or employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provision of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County, the City and the Agency.
- d. Non-waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- e. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

and to the City as follows:

City Manager  
City Hall

300 S. Adams Street, Box A-21  
Tallahassee, Florida 32301

and to the Agency as follows:

Executive Director  
City Hall  
300 S. Adams Street  
Tallahassee, Florida 32301

- f. Force Majeure. A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Paragraph 6 of this Agreement.
- g. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- h. Indemnification. To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent that same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations of Florida law,

including the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligations imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the indemnifying party may be entitled.

- i. Amendment. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective successors and assigns, if any. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.
- j. Third Party Beneficiary. This Agreement is solely for the benefit of the County, the City, and the Agency, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- k. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should a material term, provision, covenant, or condition of this Agreement be held unenforceable by a Court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternative contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position, or otherwise mitigate the loss of protection or benefit resulting from the mitigation.
- l. Litigation. In exchange for the full compliance of the terms and conditions of this Agreement, the County agrees to dismiss with prejudice the lawsuit filed against the City of Tallahassee, Case No. 2004-612 dated March 5, 2004 with each party to pay its own attorneys fees and costs. In

addition, the Parties agree not to challenge an Agency bond validation, if any, for the funding of the other parties' contribution to the Trust Fund.

- m. Limited Application. Except with respect to Sections 4 and 11 herein, this Agreement shall in no event be construed as applying to the Frenchtown Southside Community Redevelopment District established September 23, 1998.

**IN WITNESS WHEREOF**, the parties cause this Agreement to be executed by their duly authorized representatives this 16<sup>th</sup> day of August, 2004.

Approved as to form:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney



Attest:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: [Signature]

**LEON COUNTY, FLORIDA**

By: [Signature]  
Jane G. Sauls, Chairman  
Board of County Commissioners

Date: August 16, 2004

Approved as to form:  
CITY ATTORNEY'S OFFICE

By: [Signature]  
James R. English, Esq.  
City Attorney

**CITY OF TALLAHASSEE, FLORIDA**

By: [Signature]  
John R. Marks, III  
Mayor, City of Tallahassee

Date: August 16, 2004

Attest:

By: [Signature]  
Gary Herndon  
City Treasurer-Clerk

**COMMUNITY REDEVELOPMENT AGENCY**

By: [Signature]  
Chairman

**EXHIBIT "A"**

**RESOLUTION NO. 02-R-43**

1  
2  
3 A RESOLUTION OF THE CITY OF TALLAHASSEE,  
4 FLORIDA, RELATING TO COMMUNITY  
5 REDEVELOPMENT; FINDING THE EXISTENCE OF BLIGHT  
6 CONDITIONS IN AN AREA OF THE CITY; FINDING  
7 SHORTAGE OF HOUSING AFFORDABLE TO  
8 RESIDENTS OF LOW OR MODERATE INCOME;  
9 MAKING CERTAIN FINDINGS AND DETERMINATIONS;  
10 FINDING A COMMUNITY REDEVELOPMENT AREA  
11 EXISTS; FINDING THE EXISTING COMMUNITY  
12 REDEVELOPMENT AGENCY WILL BE THE AGENCY FOR  
13 THE AREA; PROVIDING AN EFFECTIVE DATE.

14 WHEREAS, a study has been done of the conditions in the City of Tallahassee, Florida,  
15 finding conditions of blight in that part of the City known as the downtown area as more  
16 particularly described on Exhibit "A" hereof (such area being referred to herein as the "Area");  
17 and

18 WHEREAS, the results of that study have been presented to the City Commission for its  
19 consideration and included in the public record; and

20 WHEREAS, after having considered the study's determinations and the facts and  
21 evidence of conditions in the Area and has received and considered such other evidence of the  
22 conditions in the Area as have been presented to it, the City Commission has determined that  
23 certain actions are appropriate and necessary and should be taken to address the conditions now  
24 present and expected to be present in the Area;

25 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE  
26 CITY OF TALLAHASSEE, FLORIDA:

27 Section 1. Findings of Conditions. Based upon the evidence, data and facts presented to  
28 it, the City Commission does hereby find:

29 (a) In that area of the City described in Exhibit "A" attached hereto (such area being  
30 referred to herein as either the "Area" or the "Redevelopment Area") there are a substantial  
31 number of deteriorated, or deteriorating structures, in which conditions, as indicated by  
32 government-maintained statistics or other studies, are leading to economic distress or endanger  
33 life or property, and in which two or more of the following factors are present; and

34 (1) Predominance of defective or inadequate street layout, parking facilities, bridges,  
35 or public transportation facilities exists within the Area; and

1 (2) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness exists  
2 within the Area; and

3 (3) Unsafe and unsanitary conditions exist within the Area; and

4 (4) Deterioration of site and other improvements within the Area.

5 (b) In addition to the conditions set forth in (a) there is a shortage of housing  
6 affordable to residents of low or moderate income, including the elderly, within the Area

7 Section 2. Finding of Necessity. The City Commission does hereby expressly find that  
8 the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area,  
9 including, if appropriate, the development of housing which residents of low or moderate  
10 income, including the elderly, can afford, are necessary and in the interest of the public health,  
11 safety, morals or welfare of the residents of the City of Tallahassee.

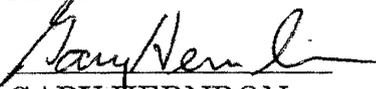
12 Section 3. Community Redevelopment Area. Based upon facts presented to it and  
13 contained in the public record, the City Commission does hereby find the Area contains  
14 conditions of blight as defined in Section 163.340, Florida Statutes (2001), as amended by  
15 Chapter 2002-294, Laws of Florida, and that such area constitutes a community redevelopment  
16 area as defined in Section 163.340(10), Florida Statutes (2001), as amended by Chapter 2002-  
17 294, Laws of Florida.

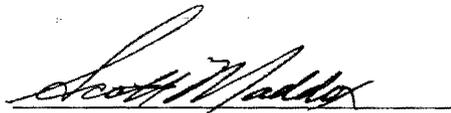
18 Section 4. Community Redevelopment Agency. The City Commission does hereby  
19 find and declare that the Community Redevelopment Agency created on September 23, 1998, by  
20 the enactment of Ordinance 98-O-0046, is the community redevelopment agency for the Area.

21 Section 5. Effective Date. This resolution shall take effect immediately upon its  
22 approval.

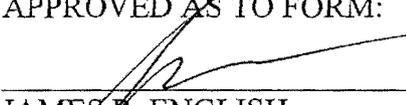
23 PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF SEPTEMBER, 2002.

24 Attest:

25   
26 GARY HERNDON  
27 City Treasurer-Clerk

  
SCOTT MADDOX, Mayor

28 APPROVED AS TO FORM:

29   
30 JAMES R. ENGLISH  
31 City Attorney  
32

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

This First Amendment to the Interlocal Agreement (“Agreement”) is made and entered into as of this 4<sup>th</sup> day of October, 2007, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), the City of Tallahassee, a municipal corporation created and existing under the laws of the state of Florida (the “City”), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the “Agency”).

**RECITALS**

WHEREAS, the County, City, and Agency entered into the Agreement as of the 23<sup>rd</sup> day of June, 2004, regarding the Downtown District Community Redevelopment Area (the “District”); and

WHEREAS, the Agreement defines the area encompassed by the District; and

WHEREAS, the Agreement includes provisions for the joint funding of the Downtown District Community Redevelopment Area Trust Fund (the “Trust Fund”) by the County and the City; and

WHEREAS, the Agreement provides for funding of costs associated with the Performing Arts Center and Gaines Street Reconstruction projects;

WHEREAS, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the “Parties”) to expand the boundaries of the District, modify the Parties’ funding obligations, expand the membership of the Agency Board, and provide for consideration of additional Projects; and

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

WHEREAS, the Agreement provides that any proposed boundary adjustment to the District requires the prior written approval of the City and County; and

WHEREAS, the Parties desire to enter into an amendment to the Agreement to provide the prior written approval of the proposed adjustment to the District boundary, change the calculation method for City and County contributions, expand the membership of the Agency Board, and provide for consideration of additional Projects.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

1. Section 2.h. is hereby deleted, replaced, and superceded by the following:

**2.h. “Downtown District Community Redevelopment Area” or “District”** means the area located within the corporate limits of the City and found and determined by the City Commission in Resolution No. 02-R-43, adopted on September 11, 2002, to be a slum and blighted area (as the term is defined in the Act), a copy of which Resolution is attached hereto as Exhibit A. The District shall also include the areas depicted on Exhibit A-1 attached hereto and made a part hereof, contingent upon City adoption of the appropriate resolution and that shall be incorporated herein by reference.
2. Section 5.b. is hereby deleted, replaced, and superceded by the following:

b. The membership of the Agency shall consist of the Mayor of the City, the four (4) members of the City Commission, and the four (4) members of the County Commission as appointed by the Board of County Commissioners, who shall act as its governing body and who shall have all those powers enumerated under the Act, unless otherwise conferred or delegated hereunder.
3. Sections 5.c., 5.d., and 5.e. are hereby deleted.
4. Section 6.a. is hereby deleted, replaced, and superceded by the following:

a. Tourist Development Tax. The County agrees to impose an additional one-cent tourist development tax on a County-wide basis, as set forth in Section 125.0104(3)(1)(4), Florida Statutes (2003). The proceeds of one cent of the tax imposed pursuant to Section 125.0104(3)(c) and (d), Florida Statutes (2003) which is required to be remitted to the County Tourist Development Trust Fund, in accordance with Section 125.0104(3)(i), Florida Statutes (2003), shall be dedicated exclusively for the debt service, construction and/or operational costs of a Performing Arts Center(s) to be located in the Downtown District Community Redevelopment Area. Upon the request of the Agency, the County shall authorize, approve, and execute such documents as are necessary to authorize and permit the Agency to issue debt and pledge the above referenced proceeds for the repayment of that debt including the payment

of debt service and costs of issuance. Any portion of the Tourist Development Tax not needed for the payment of debt service, construction and/or operational costs for the Performing Arts Center(s), shall be returned to the Leon County Tourist Development Trust Fund, for use for the purposes thereof.

5. Section 6.c. is hereby deleted, replaced, and superceded by the following:

c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund.

(1) The County's annual contribution of Increment Revenue to the Trust Fund shall be equal to an ad valorem tax rate of 4.29 mills of the incremental increase in ad valorem taxes and the City's annual contribution of increment revenue to the Trust Fund shall be equal to an ad valorem rate of 3.7 mills of the incremental increase in ad valorem taxes, except as provided in section (2) below. The incremental increase in ad valorem taxes shall be determined as provided in Section 163.387(1), Florida Statutes.

(2) The City and County recognize that the modifications to the contributions to the Trust Fund made by this amendment results in a reduction in the revenue previously available for the Trust Fund in the early years of the District. To mitigate the impact of this revenue reduction, the City and County agree to provide supplemental contributions to the Trust Fund in fiscal years 2006-07, 2007-08 and 2008-09. The supplemental contributions will be in the amounts to ensure that the Trust Fund receives the total revenue equal to \$1,537,659, which is the amount of revenue that the Trust Fund received in fiscal year 2005-06. The amount the City and County will contribute will be determined by applying the annual contributions to the Trust Fund that are collected for those years to the \$1,537,659 revenue target. If the Increment Revenue contributions do not equal or exceed the \$1,537,659 revenue target, then the City and County will make supplemental contributions to the Trust Fund sufficient to reach that revenue target. The County will provide 53.6% and the City will provide 46.4% of the required total supplemental contribution amount. These contributions shall be made at the same time as the City and County submit their required Increment Revenue payment to the Trust Fund.

6. Section 6.d. is hereby deleted, replaced, and superceded by the following:

d. Lease subsidies shall be an eligible expenditure of Trust Funds. A lease subsidy is defined as any payment from the Trust Fund, through the

Agency, to either a property owner or a tenant for the express purpose of reducing the tenant's lease costs.

7. Section 6. is hereby amended to add item 6.h. as follows:
  - h. The Agency agrees that it shall consider continuing to provide further financial support for the Performing Arts Center project, contingent upon: (1) determination of the actual total costs; (2) availability of a funding source for Agency participation; (3) availability of other funding sources for the majority of the costs of the Performing Arts Center project, and (4) location of the Performing Arts Center within the boundaries of the District.
8. Section 6. is hereby amended to add item 6.i. as follows
  - i. The Agency agrees that it shall work with the County to develop a plan for additional public parking in the District, particularly to address the needs for parking to accommodate those serving on jury duty at the Leon County Courthouse. The Agency will provide funding to support bus service to transport jurors from the County's public parking lot on Duval Street to the County Courthouse. The schedule and frequency of such service shall be coordinated with the Clerk of the Courts.
9. Section 7 b. is hereby deleted:
10. Section 7.d. hereby deleted:
11. The City and County execution of this amendment shall constitute the City and County required prior written approval to the proposed District boundary adjustment as required by Section 11 of the Agreement.

All other terms and conditions of the Agreement remain in full force and effect, except as amended herein.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this 4<sup>th</sup> day of October, 2007.

**LEON COUNTY, FLORIDA**

By: C.E. DePuy, Jr.  
C.E. DePuy, Jr., Chairman  
Board of County Commissioners



ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida  
BY: [Signature]

Approved as to Form:  
Leon County Attorney's Office  
BY: [Signature]  
Herbert W.A. Thiele, Esq.  
County Attorney

**CITY OF TALLAHASSEE**

By: [Signature]  
John R. Marks, III  
Mayor, City of Tallahassee

Date: 10/1/07

ATTEST:  
By: [Signature]  
Gary Herndon  
City Treasurer-Clerk

Approved as to Form:  
By: [Signature]  
James R. English  
City Attorney

**COMMUNITY REDEVELOPMENT  
AGENCY**

By: [Signature]  
John R. Marks, III  
Chair

**INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE USE OF DESIGNATED TOURIST DEVELOPMENT TAX FUNDS FOR DEMOLITION AND SITE PREPARATION TO SUPPORT THE PROPOSED DOWNTOWN PERFORMING ARTS CENTER IN THE DOWNTOWN DISTRICT COMMUNITY DEVELOPMENT AREA**

**WHEREAS**, the City of Tallahassee (“City”), Leon County, Florida (“County”), and the Tallahassee Community Redevelopment Agency (“CRA”) entered into an interlocal agreement (“Interlocal Agreement”) dated June 23, 2004 concerning the Downtown Community Redevelopment District (“District”); and

**WHEREAS**, Section 6.a. of the Interlocal Agreement provided that the County would levy an additional one-cent of Tourist Development Tax to support the development of a Performing Arts Center, which the County has adopted by ordinance; and

**WHEREAS**, in 2006 the City, County and CRA approved the First Amendment to the Interlocal Agreement which provided that the CRA would be responsible for the allocation of the designated Tourist Development Tax revenue to support the development of the Performing Arts Center; and

**WHEREAS**, in 2005 the City acquired the property bounded by Bronough Street, Gaines Street, Madison Street and Duval Street (“Johns Building Block”) from the State of Florida; and

**WHEREAS**, in 2007 the City entered into an Option Agreement for Sale and Purchase with the Florida Center for Performing Arts and Education Inc. (“Florida Center”) for the Johns Building Block for the purposes of constructing a Performing Arts Center subject to the Florida Center meeting certain milestones to demonstrate the capacity to fund the construction of proposed Performing Arts Center; and

**WHEREAS**, in 2008, the CRA and the Florida Center entered into an agreement for funding in the amount of \$562,500.00 for a public awareness program and a private fundraising campaign for the proposed Performing Arts Center; and

**WHEREAS**, the Florida Center has requested that the existing Johns and Clemons buildings on the Johns Building Block, (the “Johns and Clemons Buildings”) be demolished and the site restored to support the development of the proposed Performing Arts Center; and

**WHEREAS**, on June 17, 2008 the CRA Board of Directors approved an action to enter into an agreement with the City to provide funding up to \$796,000.00 from the

designated Tourist Development Tax to fund the costs associated with the demolition of the Johns and Clemons Buildings; and

**WHEREAS**, on July 9, 2008 the Tallahassee City Commission approved an agreement with the CRA to administer and oversee the demolition and site preparation work associated with the demolition of the Johns and Clemons Buildings, with the CRA providing the funding for the demolition and associated site work in an amount not to exceed \$796,000.00; and

**WHEREAS**, on July 22, 2008 the Leon County Board of County Commissioners approved an agreement with the City and CRA to release the designated Tourist Development Tax funds in an amount not to exceed \$796,000.00 to the CRA for the costs associated with the demolition and site preparation work on the Johns Building Block to support the proposed Performing Arts Center.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do enter into this Agreement and do hereby agree as follows:

Section 1. Authority

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

Section 2. Definitions

Unless otherwise defined herein, the words and phrases used herein shall have the same meanings as defined in Section 2 of the Interlocal Agreement, as amended, and are incorporated and made a part hereof by reference.

Section 3. Incorporation of Sections of the Interlocal Agreement

Sections 7, 8, 9, 10 and 13 (a)-(k) of the Interlocal Agreement, as amended, are incorporated and made a part hereof by reference.

Section 4. Provision of Funds

The County will provide the CRA with \$508,425.00 from the designated Tourist Development Tax revenue upon full execution of this Agreement. The CRA will provide funding to the City for the expenses associated with the demolition of the Johns and Clemons Buildings and associated site preparation (collectively the "Scope of Work") as provided in the Proposed Demolition Costs (Attachment 1). The City will execute and administer all contracts for the work identified in Attachment 1 and provide direct project oversight.

If during the course of the Scope of Work, additional costs are encountered, above those identified in Attachment 1, the City shall provide the CRA with a written justification for the additional expenses and a revised Demolition Cost estimate. CRA

staff shall review the revised Demolition Cost estimate and determine whether the additional costs are consistent with the approved Scope of Work and costs to support the proposed Performing Arts Center. If the CRA staff determines that the revised Demolition Cost estimate is consistent with the approved Scope of Work, then the CRA will submit a request to the County for the additional funds identified in the revised Demolition Cost estimate. The County shall provide the CRA with the requested additional funds from the designated Tourist Development Tax revenue. In no event shall the total amount of funding provided under this agreement exceed \$796,000.00.

Upon the completion of the Scope of Work, the City shall provide to the CRA and the County a final report identifying all expenses incurred. The CRA shall verify that the City has been properly reimbursed for all approved expenses as provided for in the Demolition Cost estimate. Upon the completion of the Scope of Work, the CRA shall remit to the County any unexpended Tourist Development Tax funds that were provided through this Agreement. These remitted funds shall be returned to the appropriate funds available for the Performing Arts Center from the Tourist Development Tax.

#### Section 5. Reimbursement of Tourist Development Tax Funds

The reimbursement of the Tourist Development Tax funds by the City to the CRA, and by the CRA to the County, will be required if or (a) the City terminates its Option Agreement for Sale and Purchase of the Johns Building Block with the Florida Center; or (b) the City enters into another Option Agreement for Sale and Purchase of the Johns Building Block and the terms of that agreement do not require the construction of a Performing Arts Center, the City must provide the reimbursement to the County within twelve months of the date of either action described in (a) or (b). However, if the City terminates the Option Agreement for Sale and Purchase with the Florida Center, and within a twelve month period of the termination, enters into a new Option Agreement for Sale and Purchase for the Johns Building Block that provides for the construction of a Performing Arts Center by another party, the reimbursement will not be required..

If the proposed Performing Arts Center is not constructed on the Johns Building Block then the City agrees to reimburse the CRA, which agrees to reimburse the County, for the Tourist Development Tax funds that were expended for the demolition and associated site improvements described in the Scope of Work. The County shall return the funds reimbursed by the City to the funds available for the Performing Arts Center from the Tourist Development Tax.

**IN WITNESS WHEREOF**, the parties cause this Agreement to be executed by their duly authorized representatives this 22<sup>nd</sup> day of July, 2008.

**LEON COUNTY, FLORIDA**

Approved as to form:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

*[Handwritten Signature]*

Herbert W.A. Thiele, Esq.  
County Attorney

By: *[Handwritten Signature]*  
Jane G. Sauls, Chair  
Board of County Commissioners

Date: 8-26-08



Attest:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: *[Handwritten Signature]*

**CITY OF TALLAHASSEE**

ATTEST:

By: *[Handwritten Signature]*  
Gary Herndon  
City Treasurer-Clerk

By: *[Handwritten Signature]*  
John R. Marks, III  
Mayor, City of Tallahassee

Date: 9-11-08

Approved as to Form:

By: *[Handwritten Signature]*  
Ann Wild  
Assistant City Attorney

**COMMUNITY REDEVELOPMENT  
AGENCY**

ATTEST:

By: *[Handwritten Signature]*  
Gary Herndon  
City Treasurer-Clerk

By: *[Handwritten Signature]*  
John R. Marks, III  
Chair

Date: 9-11-08

Approved as to Form:

By: *[Handwritten Signature]*  
Ann Wild  
Assistant City Attorney

**Attachment 1**

**GAINES STREET DEMOLITIONS - PROPOSED COSTS**

<b>ITEM</b>	<b>JOHNS BLD</b>	<b>CLEMONS BLD</b>	<b>319 WEST MADISON</b>	<b>TOTAL</b>
Environmental Assessment (provided by State)				
Permit Application	\$ 800.00	\$ 325.00	\$ 1,000.00	\$ 2,125.00
Abatement	98,125.00	44,187.50	31,780.00	174,092.50
Deconstruction	5,800.00	1,000.00	7,750.00	14,550.00
Mechanical	2,900.00			2,900.00
Demolition	119,564.00	15,035.00	19,755.00	154,354.00
* Below Grade Abatement (1 ton)		272.57		272.57
Site Cleanup	15,370.00	1,500.00	5,650.00	22,520.00
<b>TOTAL LOW BIDS:</b>	<b>\$ 242,559.00</b>	<b>\$ 62,320.07</b>	<b>\$ 65,935.00</b>	<b>\$ 370,814.07</b>
Permitting (estimated)	3,000.00	1,500.00	1,500.00	6,000.00
Abatement Monitoring	25,500.00	15,500.00	12,500.00	53,500.00
Estimated 108 tons of concrete @ \$272.57		29,437.56		29,437.56
Oil Tank	16,608.00			16,608.00
Well	7,342.00			7,342.00
Contaminated Soil	16,643.00			16,643.00
HVAC Removal	13,256.00			13,256.00
Fencing (Johns and Clemons in one block)	7,630.00		1,680.00	9,310.00
Construction Management	20,000.00			20,000.00
<b>TOTAL RELATED COSTS:</b>	<b>\$ 109,979.00</b>	<b>\$ 46,437.56</b>	<b>\$ 15,680.00</b>	<b>\$ 172,096.56</b>
<b>PLUS: TOTAL LOW BIDS (ABOVE):</b>	<b>\$ 242,559.00</b>	<b>\$ 62,320.07</b>	<b>\$ 65,935.00</b>	<b>\$ 370,814.07</b>
	<b>\$ 352,538.00</b>	<b>\$ 108,757.63</b>	<b>\$ 81,615.00</b>	<b>\$ 542,910.63</b>
10% Contingency	35,253.80	10,875.76	8,161.50	54,291.06
<b>GRAND TOTAL:</b>	<b>\$ 387,791.80</b>	<b>\$ 119,633.39</b>	<b>\$ 89,776.50</b>	<b>\$ 597,201.69</b>
<b>CRA / BED TAX FUNDING:</b>	<b>\$ 387,791.80</b>	<b>\$ 119,633.39</b>		<b>\$ 507,425.19</b>
<b>COT FUNDING:</b>			<b>\$ 89,776.50</b>	<b>\$ 89,776.50</b>

\* Below Grade Abatement: The Clemons Building has asbestos insulated piping underneath the building that is encased in solid concrete. The pricing in the bids was on a per ton basis as there is no way to calculate the exact volume and weight of the concrete.

The **FLORIDA**  
CENTER for Performing Arts  
and Education

*Building the Stage for Our Future*

October 10, 2011

Office  
612 South Copeland St.  
Tallahassee, Florida  
32304

Mail  
Post Office Box 20012  
Tallahassee, Florida  
32316-0012

Phone  
850.597.8020

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Chief Executive Officer  
Jean S. Frey

County Commissioners  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301

Dear Commissioners:

On behalf of the Board of Directors of The Florida Center for Performing Arts and Education, Inc. (The Florida Center), thank you for the opportunity to update you on the status of our efforts and share the Theatre Projects Consultants report, with which you have already been provided. The purpose of this letter is to provide you with additional information and make you aware of our progress, as well as the issues and challenges we face in order to continue moving forward with a performing arts center that will enhance the arts and entertainment, provide educational opportunities for students of all ages and fuel economic growth and development in our community.

#### **Background**

In 2005, Theater Projects Consultants (TPC) was retained to assist in determining the needs in our community for performance space. The result of this study was a two-venue performing arts center, consisting of a 2,200-seat performance hall and a 650-seat multi-purpose theatre with an estimated construction cost of \$113.7 million, in 2005 dollars. This study was presented and accepted by the City and County Commissioners.

Since 2005, the economic environment has greatly changed. At the time of the study, unemployment was low, population was increasing and fiscal resources were more abundant. The Florida Center Board of Directors recognized that given this change in both resources, and potentially demand, a "second look" at the facility was appropriate at this time.

#### **Re-evaluation Process**

TPC was retained to update its study and was tasked first with reassessing the need for additional performing arts venues based on the facilities that exist today and any planned additions or enhancements. Second, TPC was asked in light of the change in the economic environment, what changes could be made to the proposed plan to reduce costs and still plan a facility that met the needs of our community.

TPC interviewed the major performing arts groups including the Tallahassee Symphony Orchestra, Tallahassee Ballet and FSU's 7 Days of Opening Nights. Interviews were also held with Peggy Brady, COCA and The Arts Exchange, and Ron Spencer, Leon County Civic Center, to determine the future facility plans of their organizations. The meeting with Ron Spencer also included a very general

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discussion of possible ways the Civic Center and The Florida Center could combine some operations, such as ticketing, food services, and building maintenance, in order to reduce The Florida Center operating costs.

### **Revised Project**

The re-evaluation resulted in the adoption of the TPC recommended Option 1 by The Florida Center Board of Directors. This option consists of a one-venue facility with a 1,800-seat performance hall/theatre, a rehearsal hall, public areas that can be used for events, and modest, but adequate, administration space and services areas with an estimated total project cost of \$89,875,000 in 2014 dollars. The large performance hall/theatre option was recommended after TPC determined that such a venue was the most crucial community need, while acknowledging that additional venues could be added at a later date, if the need and available funding exists. The consultant was asked to inflate the project from current costs to projected 2014 dollars since the sales tax extension referendum is now anticipated in 2014.

The report provides an outline of scope, amenities and quality of the facility. The direction from the committee to the consultant was, to the extent possible, reduce costs while at the same time, insure the proposed facility meets community demands and is appropriate in terms of furnishings and sound quality. The Board direction was that the building should be handsome, but not extravagant. Sound quality should be very good, but not "world class". Furnishings should be attractive, functional and durable, but should not consider high costs luxury materials (marble, granite, etc.). The final report adopted by the Board includes a description of materials of sound quality consistent with the Board's direction.

### **Funding Plan**

With the revised plan and reduced project costs, it will be necessary to reconsider and revise the previously adopted funding plan. All performing arts centers in the United States have been built with a combination of public and private funds. Given that Tallahassee/Leon County's employment is dominated by government, a mix that includes public support is all the more appropriate for this project. This project cannot be funded without a significant investment of public dollars and the most appropriate primary source is from the sales tax extension. It is also essential that The Florida Center continues to build public support for the project to ensure inclusion in the funding priorities and passage of the referendum by voters. Without inclusion and passage, there is no other viable option for funding the performing arts center now or in the near future.

Additionally, while a portion of the project costs will still be funded with private dollars, it is also necessary to reconsider the timing of private fundraising efforts, due to the difficult state of the economy and the postponement of the anticipated date of the sales tax extension.

When The Florida Center began planning for a private fundraising campaign in September 2008, just prior to the government's announcement in November of that year that the U.S. economy was officially in recession, the sales tax referendum was anticipated in 2010 or 2012. The referendum is now anticipated for 2014, or possibly even 2016. Additionally, The Florida Center Board of Directors strategically decided not to solicit private donations during the worst of the recession in 2009, and also suspended solicitations this year as we undertook the project re-evaluation process with TPC.

However, during 2010, The Florida Center did cultivate and solicit major corporations that are either headquartered in Florida, or have a major presence in Florida, to become Founding Partners by making a \$1 million contribution. Without exception, these prospective donors

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expressed support and interest, but felt the project was too early in its development for them to make a financial commitment. The project failed to enjoy either a commitment from the elected leaders or the public that it would be built. There was no commitment that the project would be included in the sales tax extensions. The public has yet to express through its vote a commitment and if it is approved, there is no commitment as to when it would be built. They expressed an interest and suggested that we continue the discussion after we have a more definitive project. It is simply not feasible for a corporation or grant-making foundation to make legally binding pledges or gifts with these uncertainties and contingencies.

The economy was also cited by many potential donors as a major deterrent. Surveys and studies have shown that charitable giving has dropped significantly in the past several years and is only beginning to improve from the historical lows of the recession.

The Board recommends that the project be included in the sales tax extension as a conditional project. The facility will only be built if the private dollars are raised subsequent to the referendum. If the dollars are not raised, then the dollars would be freed up for other approved projects. Secondly, the Board believes that all fund-raising should be postponed until after the referendum. The Board will be significantly reducing its budget to reflect this revised scope in committee activities.

#### **Public Outreach and Education**

The Florida Center Board of Directors believes the main focus of the organization over the next few years should be in the area of public outreach. Most people in our community do not appreciate the value a performing arts facility will add to the cultural, educational, entertainment and economic well being of our community. Ruby Diamond is not a community facility; it is part of the university and the university's needs get first priority. It will be less and less available to the general public. The Tallahassee Ballet can no longer get dates in Ruby Diamond to perform and the Symphony is very limited in the performing and rehearsal times.

The Committee's primary role will be to engage the community in a public dialogue, in order to build the needed community support for inclusion in the sales tax extension funding priorities and passage of the referendum. These efforts will also result in continued cultivation of prospective donors who will be able to make contributions as the economy continues to recover. The existing Public Outreach and Education Committee will continue and grow its efforts to inform, involve and engage the community in support of The Florida Center.

Since The Florida Center will include a major educational programming component, the Education Committee recently appeared before the School Boards in Leon, Gadsden, Jefferson and Wakulla counties to inform them about the project and ask for their support. Each of the school districts voiced unanimous support for the project with Wakulla County already passing a resolution of support, and discussions are underway with the other school districts to do the same.

With the completion of the TPC study re-evaluation and the completion of a promotional video about The Florida Center, community groups are also being contacted and presentations are being scheduled to inform and garner support.

#### **The Johns Site**

TPC once again reviewed the location for the Performing Arts Facility and again affirmed that the Johns site is the best location. The advantages of this site are (1) 5,000 adjacent parking spaces, (2) excellent visibility of site at the beginning of the Gaines Street cultural corridor, (3)

County Commissioners  
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under public control, (4) sits in the shadows of the Capital and thus appropriately named the Florida Center, and (4) as a standalone facility will avoid conflicts in parking or activities with other events. The Johns site will encourage foot traffic between it and the downtown area (Gaines Street), which is expected to result in the development of expanded retail activities and restaurants and should contribute to the creation of a vibrant 18-hour downtown.

Given the proposed changes in private funding component of the funding plan a revised option agreement for the site will need to be considered. The committee looks forward in working with the city on the revised option plan.

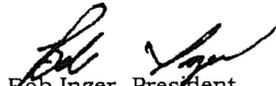
**Commission Presentation**

The committee looks forward to introducing the revised plan to the community and the presentation to the City and County Commissions this week will be the beginning of our revised project roll out. Given the limitations of time, the primary focus of our presentation will be on the changes to the facility plan and costs. A detailed discussion with the commissions this week encompassing all facets of the project is beyond the allotted time.

A discussion on the other changes outlined in this letter will continue in the near future. The committee remains committed to bringing this project to fruition. In these difficult times it is hard to lift your eyes and to have a vision of the future. It is even harder to make an investment in the future given the pressing needs of today. Failure to invest in our future will relegate our community to yesterday and Tallahassee will fail in reaching its full potential. We believe this project more than any other will make a difference in the quality of life in our community and in facilitating the growth and diversity of our businesses. Today, the internet allows individuals to work from anywhere and it is the quality of life in our community that will attract individuals and businesses to move to Tallahassee.

Thank you for the opportunity to make this public announcement of the revised plan for The Florida Center. We seek your comments, suggestions and guidance, as we work together to continue building the stage for our future and moving forward with this important community project.

Sincerely,



Bob Inzer, President  
The Florida Center for Performing Arts  
and Education, Inc.

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**Leon County  
Board of County Commissioners  
Cover Sheet for Agenda #6**

**December 13, 2011**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Vincent S. Long, County Administrator
<b>Title:</b>	Ratification of the Actions Taken by the Board at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review and Approval:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development & Business Partnerships
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Director of Tourism Development

**Fiscal Impact:**

The balance of the tourist development taxes set aside, pursuant to the Interlocal Agreement between the County, City, and Community Redevelopment Agency (CRA) dedicated toward a Performing Arts Center(s), (PAC) and currently earmarked for the Florida Center for Performing Arts & Education stands at \$4.1 million. This item seeks to ratify the reallocation of up to \$1.2

million from the Tourist Development Trust Fund to be used for improvements to the Meridian Marker Amphitheater at Cascades Park. This would leave \$2.9 million earmarked for the Florida Center for Performing Arts & Education, which will continue to collect \$800,000 annually through the dedication of the one-cent tourist development tax. Funds were appropriated in the FY 12 budget through the carry-forward process and are available for distribution as directed by the Board.

**Staff Recommendation:**

Option #1: Ratify the actions taken by the Board at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes.

## Report and Discussion

### **Background:**

On November 15, 2011, the Board conducted a workshop to consider the allocation of tourist development taxes (TDT), and to consider utilizing funds, currently set aside for the construction of a performing arts center, for improvements to the Meridian Marker Amphitheater at Cascades Park.

### **Analysis:**

Following comments by Bob Inzer, President of the Florida Center for Performing Arts & Education, and a presentation by staff, the Board reaffirmed the current allocation of TDT funds for the PAC and clarified that any future discussions regarding the allocation of tourist development taxes will not include the reallocation of the penny currently dedicated to the PAC. Additionally, the Board requested that the allocation changes scheduled for October 1, 2013 that will provide an additional ½-penny dedicated to the PAC, a ½ penny to the Arts Exchange project, and one penny to COCA, be revisited some time in the next year following completion of the management review of COCA.

The Board requested the reallocation of up to \$1.2 million from the Tourist Development Trust Fund be used for improvements to the Meridian Marker Amphitheater, as shown in the following table.

**Proposed Amphitheater Enhancements**

<i>Type of Improvement</i>	<i>Cost</i>
Amphitheater Roof	\$620,700
Temporary Fencing	\$18,750
Color Kinetic Kit for Canopy	\$20,000
Permanent Sound System	\$20,000
Audience Lighting	\$25,000
Additional Restroom & Dressing Room	TBD
Seating Near Stage	TBD
<b>Tentative Total</b>	<b>\$704,450</b>

This direction by the Board is contingent upon the City's willingness to amend its current policy to allow ticketed events in Cascades Park, and in the City's support to explore joint management and programming opportunities for the Meridian Marker Amphitheater at Cascades Park. The Board considered possible amenities needed to make the venue more suitable for concerts and performances, and directed staff to include the need for dressing rooms to the proposed list of needed enhancements for the amphitheater. Blueprint 2000 staff is conducting research on possible locations and costs for another restroom that might be combined with a dressing room together with either permanent or temporary seating near the stage.

In addition, the County Attorney advised that the reallocation of TDT funds to make improvements to the Meridian Marker Amphitheater would not require an amendment to the Interlocal Agreement between the County, City, and the Community Redevelopment Agency. However, the Board would need to seek concurrence with the City and CRA on any recommended reallocation of TDT funds.

The CRA Board met on November 21, 2011 and unanimously approved the allocation of up to \$1.2 million of TDT funds, set aside for a PAC, for various improvements, as referenced in the previous table to the planned Meridian Marker Amphitheater at Capital Cascades Park, contingent upon the City amending its current policy to allow ticketed events in the park. The CRA Board also authorized its Chairperson to execute an amendment to the Interlocal Agreement, if needed.

The County Administrator has convened a workgroup of County staff to coordinate with Amanda Sauer, Executive Director of the Tallahassee Symphony Orchestra and Alexander Jimenez, Director of Orchestras at the College of Music at Florida State University, to ensure the quality and production value of the improvements slated for the Meridian Marker Amphitheater. Wayne Tedder and Lee Daniel will lead this effort on behalf of the County and have scheduled a field trip to St. Johns County with community stakeholders (including representatives from KCCI) to examine the operations and programming for its outdoor amphitheater.

**Options:**

1. Ratify the actions taken by the Board at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes.
2. Do not ratify the Board's actions taken at the November 15, 2011 Workshop on the Allocation of Tourist Development Taxes.
3. Board direction.

**Recommendation:**

Option #1.

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The **FLORIDA**  
**CENTER** for Performing Arts  
and Education

*Building the Stage for Our Future*

**Office**  
1018 Thomasville Road  
Suite 110  
Tallahassee, Florida  
32303

**Phone**  
850-597-8020

**Email**  
[info@TheFLCenter.org](mailto:info@TheFLCenter.org)

**2012  
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Lori Donello Roberts  
Pamela Shields  
Andre J. Thomas

Karen Wendland  
*Community Outreach  
Coordinator*

[www.TheFLCenter.org](http://www.TheFLCenter.org)

September 6, 2012

Mr. Jay Townsend  
Deputy City Manager  
City of Tallahassee  
300 S. Adams Street  
Tallahassee, FL 32301

Dear Mr. Townsend:

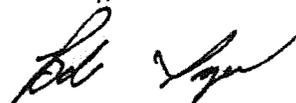
The Florida Center for the Performing Arts and Education (the Center) has entered into an option agreement with the City to purchase the Johns property from the City of Tallahassee as the future home for a performing arts theater. The Center believes this property is perfectly suited for this purpose. It is in the downtown area and will contribute to a vibrant downtown, supporting both restaurants, hotels and other retail activities. The site sits at the entrance to Gaines Street and will enhance the redevelopment of this area. It is located two blocks from the R. A. Graves Museum and four blocks from the Brogan Museum along Duval Street; it makes this a cultural corridor in the downtown. I want to compliment the City Commission and staff for having the foresight to acquire the property and the courage to hold it for "the highest and best" long-term use.

As we have been discussing, the option agreement is expiring. At the same time, the citizens' Sales Tax Committee is still evaluating projects for inclusion in the sales tax extension. The Center's position is that if this project is not included in the sales tax extension, there are no other funds that are likely to become available in the near future to finance this project. Therefore, the Center's Board of Directors wishes to bring this issue back to the City for reconsideration to decide whether or not it is in the community's best interest to continue to hold this property for this purpose.

Given that understanding, it is our opinion that we hold off approaching the City Commission until the Sales Tax Committee has completed its work. If you believe that we need to request the option agreement be brought back before the City Commission prior to then, please let me know; otherwise, I will assume you are in agreement.

Thanks for your continued efforts to work with us as we jointly work to improve the community and the quality of life for our citizens. If you have any questions, please let me know.

Sincerely,



Bob Inzer  
President

BI/cam

AMENDMENT TO OPTION AGREEMENT FOR SALE AND PURCHASE #999020

THIS AMENDMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Tallahassee, a Florida municipal corporation, whose address is 300 South Adams Street, Tallahassee, Florida 32301, (“Seller”) and the Florida Center for Performing Arts and Education, Inc., a Florida not for profit corporation whose address is 612 South Copeland Street, Tallahassee, Florida 32304, (“Purchaser”).

Whereas, the Seller and Purchaser entered into that certain Option Agreement for Sale and Purchase dated March 5, 2007 (“Agreement”), for the real property described therein and for use as a performing arts and education center (“Performing Arts Center”);

Whereas, the Purchaser has requested extension of the Option Period of the Agreement and on November 7, 2012, the Tallahassee City Commission approved this request subject to certain terms to be included therein.

Now, therefore, the parties agree to amend the Agreement as follows:

1. Section 2. is hereby deleted, replaced and superceded by the following:
  2. Option Period. The option shall commence March 5, 2007, and shall continue until the earlier of 12:00 p.m. on September 30, 2013, or on the date when the Leon County Commission formally adopts the project list for the BluePrint 2000 sales tax extension funding (“Option Period”).
2. Section 4. is hereby deleted, replaced and superceded by the following:
  4. Maintenance of Option. If the Performing Arts Center is included in the adopted project list for the above described funding, the Option Period may be further extended and the Agreement amended to modify the terms. At the discretion of the City Commission, if the Performing Arts Center is not included in this project list for funding, the Seller may, at its sole discretion, terminate the Agreement by giving notice as provided herein.

During the Option Period, the Seller may consider other purchase offers on the Property. Prior to the Seller’s entry into a purchase and sale agreement with another party during the Option Period, Seller shall notify the Purchaser and it shall have the right of first refusal and may exercise its option to purchase upon demonstration, satisfactory to the Seller, that it has (1) the necessary funds to purchase the Property; and (2) raised in cash or binding commitments or equivalents, 10 million dollars, which is 50% of the fundraising goal of 20 million dollars. For purposes of this provision (1) cash shall mean monies on hand; and (2) binding commitments shall mean written commitments to provide financial sums to support the Performing Arts Center.

Unless specifically amended hereby, all other terms and conditions of the Agreement, as amended, shall remain and continue in full force and effect.

**SELLER:**  
City of Tallahassee, a Florida  
municipal corporation

By: \_\_\_\_\_  
John R. Marks, III  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
James O. Cook, IV  
City Treasurer-Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lewis E. Shelley  
City Attorney

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**PURCHASER:**  
Florida Center for Performing  
Arts and Education, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

directed to scale down the scope of the project to contain the cost of maintenance to between \$10,000 and \$20,000 annually. Mr. Menendez noted that staff was also directed to clean the medians and make them as neat as possible in the immediate future.

Commissioner Miller requested more information regarding the plans for the roadway median and also inquired about the timeline for the project. Mr. McBerny noted that there are crape myrtles currently in the medians and that these would remain. Mr. McBerny stated that certain design standards prevent large trees from being planted in the medians, but throughout the years, the design standards have changed. Mr. McBerny noted that no additional trees will be planted in the median in order to preserve the view of the Capitol, Cascades Park, and other scenery. Mr. McBerny stated that the plan should be complete in December, 2012 and the project will be let to a contractor in June, 2013. Mr. Menendez noted that the reason for the delay in the project is because the King and Queen of Spain are rumored to visit Tallahassee at that time for the Quincentennial of Spanish explorer Ponce de Leon's 1513 discovery of *La Florida* and staff wanted there to be fresh plantings and color for the arrival of the King and Queen.

Commissioner Ziffer noted that he did not believe that the King and Queen of Spain would be visiting, but was unable to confirm this information. Commissioner Ziffer commented about some plantings that were 10 to 15 feet tall that had been cut down to approximately 1 foot in height. Commissioner Ziffer inquired about the standard to which those plantings will be maintained. Mr. Menendez stated that the plantings will be maintained at a certain height to honor the view of the Capitol corridor. Commissioner Mustian **moved to approve the aesthetic direction of the proposed concept plan for enhancing and beautifying the landscaping along Apalachee Parkway between Magnolia Drive and the Capitol, and authorized the City Manager to execute a Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) to reimburse the City \$13,304.33 for the preparation of the landscaped areas for future planting;** upon second by Commissioner Miller, **the vote was unanimous in favor thereof.**

### **INTRODUCTION OF ETHICS ADVISORY PANEL CHAIRPERSON**

Commissioner Gillum introduced Ms. Martha Barnett, Chair, Ethics Advisory Panel, who just arrived at the meeting. Ms. Barnett expressed her appreciation for the opportunity to serve on the Panel. Commissioner Miller thanked Ms. Barnett for agreeing to serve on the Panel and noted that the community was fortunate to have Ms. Barnett and the other panelists. Commissioner Mustian concurred with Commissioner Miller and expressed his appreciation to Ms. Barnett for agreeing to serve.

### **OPTION AGREEMENT - JOHNS BUILDING SITE**

**Item 13.02** - was a discussion and approval of amendment to the Purchase Option Agreement with the Florida Center for Performing Arts and Education, Inc. (FCPAE) *(Recommended by Economic & Community Development)*

City Manager Thompson stated that on October 24, 2012, the City Commission considered a request from the FCPAE to amend the terms of the Option Agreement as FCPAE was unable to meet the 2012 fundraising requirement. The amended agreement required that the FCPAE demonstrate that they have raised \$5 million in cash or binding commitments by

July 1, 2012. FCPAE has revised their funding strategy for the Performing Arts Center (PAC) and is now seeking to have the project funded through the proposed extension of the local option sales tax (the Blueprint2000 sales tax). FCPAE has requested that the Option Agreement be maintained while the group seeks to have the PAC considered for one-cent sales tax funding.

City Manager Thompson also indicated the Commission favored the amended language to allow the City to consider other development proposals for the Johns property during the amended option agreement term. During the Commission discussion, it was also suggested that FCPAE be given a right-of-first-refusal to purchase the property during the term of the option agreement. This right-of-first-refusal would give FCPAE the right to purchase the property for the specified amount of \$2,972,000 before the City could enter into a sales agreement with another party. FCPAE would have to demonstrate that they had the necessary funds to purchase the site in order to exercise this right-of-first-refusal.

Mr. Michael Parker, Director, Economic & Community Development, was available to answer the Commission's questions relative to this item, but was not called to speak.

Commissioner Mustian noted that he supports the item and also expressed concern that the action taken fosters a different impression than what he wanted to portray. Commissioner Mustian stated that he appreciates everything that the Center is doing and, as Commissioner Ziffer stated at the last meeting, the Center needs to change course and develop a new approach. Commissioner Mustian noted that he did not want to give the impression that the Commission was endorsing the Performing Arts Center (PAC) as a sales tax extension project. Commissioner Mustian noted that he does not support the PAC as a Blueprint2000 sales tax project.

Commissioner Ziffer noted that he was still in support of a PAC, but not as a sales tax extension project. Commissioner Ziffer noted that he met with Mr. James Baudoin, Executive Director/Project Manager for the Asheville Area Center for the Performing Arts in Asheville, North Carolina. Commissioner Ziffer noted that Asheville, North Carolina had a situation that was similar to Tallahassee's situation and that Asheville's center was originally very expensive, but Asheville was able to revise its project and come back with a project that was less expensive. Commissioner Ziffer noted that the PAC may have other alternatives that may be of interest to the Commission.

Commissioner Miller concurred with comments made by Commissioner Ziffer in regards to changing directions and that the visit by Mr. Baudoin was very informative; Mr. Baudoin offered options for revenue generation.

Mayor Marks noted that everyone was in agreement that the current scope of the PAC project of over \$100 million was unacceptable as part of the Blueprint2000 sales tax extension.

**Commissioner Ziffer moved to authorize the City Manager to execute an amendment to the Option Agreement for Sale and Purchase of the Johns Building site which revises the expiration date of the agreement to September 30, 2013 or the date when the Leon County Commission adopts the project list for the Blueprint2000 sales tax extension proposal, whichever date is earlier, and provides that the City may consider other purchase offers for the property during the term of the agreement, but Florida Center for Performing Arts and Education, Inc. (FCPAE) would be given the right-of-first-refusal to purchase the property before the City would enter into a sales agreement with**

**another party;** upon second by Commissioner Miller, **the vote was unanimous in favor thereof.**

## **AMENDMENTS TO THE GENERAL EMPLOYEES' PENSION PLAN**

### **ORDINANCE NO. 12-O-38AA**

**AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, SECTIONS 14-1.001 AND 14-1.005, AND ADDING IN ARTICLE II, SECTIONS 14-2.400 THROUGH SECTION 14-2.499 IN THE TALLAHASSEE CODE OF GENERAL ORDINANCES REGARDING CITY OF TALLAHASSEE GENERAL EMPLOYEES' PENSION BENEFITS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**Item 13.03** - was a discussion and approval of Pension Ordinance No. 12-O-38AA; proposed amendment to City Pension Ordinance as it relates to changes to General Employees' Pension Plan. *(Recommended by the Treasurer-Clerk's Office)*

City Treasurer-Clerk Cooke stated that based on discussion and recommendations at the October 24, 2012 Regular Meeting the following changes are being brought forward along with the following options:

#### Changes

- A. Increase DROP from a 3-year period to a 5-year period.
- B. Increase Normal Retirement age by 3 years to age 65 or 33 years of service, and increase Early Retirement by 3 years to age 58 or 28 years of service.
- C. Increase average compensation, used to determine pension benefits, from highest 3 years to highest 5 years.
- D. Change early retirement penalty to an actuarial cost basis.
- E. Increase Cost of Living Adjustment (COLA) age from 55 to 65.
- F. Reduce pension accrual rate from 2.25% to 2.15% per year.

**Option 1** would adopt Ordinance 12-O-38AA and approve change "A" for all employees entering DROP after January 1, 2013 and to approve changes B-F for all new employees hired after April 1, 2013.

**Option 2** would adopt Ordinance 12-O-38AA and approve change "A" for all employees entering DROP after January 1, 2013 and to approve changes B-E for all new employees hired after April 1, 2013. This option would leave the accrual rate at its present level of 2.25%.

**Option 3** would not adopt Ordinance 12-O-38AA and would approve an employee contribution rate increase of 1.25% for all new employees hired after April 1, 2013. This would increase the employee contribution rate for new hires from 3.75% to 5% and would make no changes to benefits. This option would require introduction of a separate Ordinance and public hearing on this Ordinance.

The City's actuarial consultant, Buck Consultants, has determined that since the changes recommended are for newly-hired employees only, there will be no immediate financial impact to the pension plan. As new employees become participants in the pension plan, and

*Building the Stage for Our Future*

October 15, 2013

**Office**  
1018 Thomasville Road  
Suite 110  
Tallahassee, Florida  
32303

**Phone**  
850-597-8020

**Email**  
[info@TheFLCenter.org](mailto:info@TheFLCenter.org)

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Karen Wendland  
*Community Outreach  
Coordinator*

[www.TheFLCenter.org](http://www.TheFLCenter.org)

County Administrator Vince Long  
301 South Monroe Street, 5<sup>th</sup> Floor  
Tallahassee, Florida 32301

Dear Mr. Long:

As current stewards responsible for creating a performing arts center for our community, the Board of Directors of The Florida Center for Performing Arts and Education offers you this Status Report of the proposed project. Over the past ten years, several thousand residents have been engaged in the planning of the Performing Arts Center, expressing their strong desires for a center and donating their personal resources to support its creation. In response to these citizens, the Board has affirmed their commitment to continuing to work for the creation of the performing arts center and is exploring a range of options.

Recognizing that many of the current City/County Commissioners were not in their elected positions when this work began, we have included a brief history and are also offering the following recommendations:

- 1. Continue to designate the John's site as an option for the performing arts facility in the future.** The John's site was recommended by a professional theatre consulting firm as the right place for a performing arts center. However, the Board's first priority is to provide this community with a performing arts center. To achieve that goal, we are open to suggestions from the City or County for consideration of an alternative site.
- 2. Support the Florida Center in its exploration of Public/Private Partnerships.** Across the nation, Public Private Partnerships are becoming an effective method of developing and implementing important public infrastructure. These projects require the full panel of governmental tools and incentives and exceed the authority and resources of our Board. Therefore, the Board requests that the City and County work with us to explore the development opportunities of this project using both public and private resources.
- 3. Use of Existing Trust Fund Resources.** Since the accumulated bed tax funding will not immediately be used to build the main performing arts center, we would support a decision by the Commissions to allocate a portion of it for capital construction needs for one or more current performing arts projects.
- 4. Ensure the dedicated bed tax continues to be allocated permanently to the performing arts center.** We anticipate the Commissions will maintain the designation of the bed tax revenue stream for the future performing arts center.

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We would appreciate the opportunity to meet with you to discuss these recommendations. The Board believes our community needs and will benefit educationally, culturally and economically from a performing arts center. The scope may change, the location may change, the design may change – we continue to be committed to providing this asset for our community. And, we are confident it will happen. Leadership in the public and private sectors is essential to this vision becoming a reality.

Sincerely,



Bob Inzer, President

The Board of Directors of the Florida Center for Performing Arts and Education

Copies sent to each Leon County Commissioner, each City of Tallahassee Commissioner, County Administrator Vince Long and City Manager Anita Favors Thompson.

A Status Report on The Florida Center for Performing Arts and Education  
October 2013

To: Leon County Commission  
Tallahassee City Count Commission

From: The Florida Center for Performing Arts and Education Board of Directors

**Current Status**

The Leon County Sales Tax Committee has elected not to include the performing arts facility in the list of projects they will be submitting to the City and County Commissions. While there is still the possibility to be included in the Imagine Tallahassee Report, our assessment is that it is unlikely to be. The purpose of this communication is not to ask for you to include it, although everyone knows that public dollars will be needed to fund the performing arts center, but rather to explain where we go from here. To inform that discussion, we are offering a brief history of how we got to this point, identifying where we are, and sharing some facts/findings we've discovered through this process. Many of you were not on the Commissions when this began, so a brief history to put this in context seems appropriate.

**History:**

Consideration of a Performing Arts Center (PAC) is something this community has long sought. It was originally included in the civic center development. In fact the plans provide for it and the pilings to support it were set. Due to cost considerations (mainly from the overruns on the foundation and high rates of inflation), it was never built. Subsequently in 1992, over 20 years ago, a referendum was held asking the voters if they wanted a performing arts facility. There was no campaign, no definition of the project, and it failed by a mere 500 votes. **The City Commission initiated a Cultural Plan in 2003 that determined the number one facility need in our community was a Performing Arts Center.**

As a result, a Performing Arts Committee was formed. Eighteen months later the Committee formed a 501 (c) 3 corporation and created the name: The Florida Center for Performing Arts and Education. It was the instrument of the City and County to develop the project, identify funding, raise public awareness of the need and benefit, and lastly to raise private support for the project. With the City Commission's encouragement, the County Commission adopted a two-penny bed tax dedicated to the performing arts center. The City and County Commissions entered into an interlocal agreement to have these pennies deposited into the CRA for support of the PAC. It is important to point out that the interlocal was entered into prior to any funding model for the PAC and is not contingent upon being included in the sales tax extension and is, therefore, not extinguished by the action of the Sales Tax Committee. Clearly, the City and County Commissions can cancel, modify or otherwise amend the interlocal.

The original Performing Arts Center plans included two venues with an estimated cost of \$113 million. The largest hall could accommodate 2,200-2,400 people with a main floor and two balconies. The smaller venue was a local community facility for local groups to perform and for touring groups attracting a smaller audience. This was planned during the boom period of the when both real estate markets and the stock markets were climbing daily.

The work of The Performing Arts Center Board was funded from the bed tax that was deposited into the CRA. Original funding was for a multi-year period to provide both for staffing, hiring consultants to determine need and provide an estimated cost for such facility. In the fall of 2004, the study was presented to the City and County Commissions. A funding plan was also developed that provided for funding from the sales tax, private funding, CRA, and grants. This funding model is routinely found throughout the country.

The Board then began identifying sites and, with the help of a consultant, determined that the best location was the John's site. The advantages were that it was in public ownership, provided 5,000 covered public spaces adjacent to the site, and was ideally located to stimulate downtown and Gaines Street development. The City, at the request of the Board, entered into an option agreement that provided for reservation of this site for the PAC. The option agreement was later conditioned upon inclusion of the facility in the sales tax extension.

The Board could not realistically begin building public support for the facility until the location was set. Unfortunately, by the time we began fundraising, we had entered the deepest recession since the Great Depression. Given the number of foreclosures, layoffs and other bad economic news, raising dollars for a visionary cultural facility seemed a low priority for most contributors. For a few years during the worst of the recession, we discontinued active solicitation. We found that companies we would have anticipated making six- to seven-figure contributions were considering a low five-figure contribution. We also appreciated that going back to them when times changed was not as likely to be successful since they would have already made their contribution.

Projects of this nature are not funded from a large number of small gifts, but by a limited number of large contributions from individuals of significant wealth or private corporations. Tallahassee is not a community with a significant population of wealthy individuals, nor is it a community that is the home base of many large corporations. We are a government town of working people and would have to build off of that base. Many of Florida's large corporations have business before the State; those were our targeted donors for the private funding. While we found great interest from these corporations and their foundations, they were unwilling to make a firm pledge until there was a commitment by the community to build the project.

In 2011, recognizing the depth of the recession, the Committee, to make the facility more affordable, eliminated the community theater. While it was judged to be needed and beneficial, there were existing facilities including facilities at FSU, FAMU, TCC, Tallahassee Little Theater and even the high schools. The larger multipurpose facility was the unmet need in our community and, while slightly reduced, basically remained intact. The estimated price was reduced to \$90 million.

In 2012, we again made a review of the facility. With the efforts of the Performing Arts Facility Director from Asheville, North Carolina, and with the help of Gilchrist Ross and Crowe (the local architects responsible for the Ruby Diamond renovations) we determined how we could further reduce the construction costs. By eliminating the third floor balcony and reducing seating to 1,700, we brought down the cost to \$52 million in 2014 dollars. We proposed that the facility's funding consist of \$30 million from the sales tax extension (approximately 5% of the proceeds of the tax), \$10 million in private contributions, and the balance in CRA and other grants.

The proposal we made to the Sales Tax Committee was to request \$30 million subject to the raising of \$10 million in private contributions. If the private dollars were not raised, then the \$30 million would be available for other projects. After a compelling presentation to the Sales Tax Committee, we were surprised and disappointed that they voted not to include the dollars in the list of projects. Based upon comments we've received, we understand their decision was based on a belief that this project might adversely affect passage of the tax.

#### **Facts and Findings:**

**1. There is a need for a multipurpose performing arts facility.** This need is still unmet. FSU's Ruby Diamond Concert Hall, which seats 1,150 attendees, is first and foremost an FSU facility, not a community facility. The Dean of FSU School of Music, who is responsible for managing Ruby Diamond, spoke at the Sales Tax Committee, indicating that Ruby Diamond was fully booked. He said the limited use by community groups (Tallahassee Symphony and Ballet) is currently being grandfathered in but FSU would love to have them find another venue. Currently, any traveling shows are booked at the civic center, which has also become an FSU facility. While continued use of this facility is expected, it is an arena designed for basketball, circuses and tractor pulls and not for performing artists. The design, acoustics, and seating all result in a less-than-satisfying experience for quality entertainment.

A facility seating at least 1,700 is needed to attract most large traveling shows. The fixed costs in putting on a show must be recovered through either ticket sales or sponsorships. To determine the ticket cost you divide the cost by the number of available seats. Facilities of less than 1,700 generally increase the ticket cost and restrict access.

**2. A performing arts facility will not be built without significant public funding.** A very limited number of PAC's across the country have been built solely with private contributions. Almost all are built with significant public financing and with some level of ongoing public support. In Florida, Orlando is moving ahead with a new performing arts facility to enhance the existing 2,800-seat Bob Carr facility. The new PAC is a multi-venue facility with an estimated construction cost of \$500 million. It is important to point out that even with Orlando being home to many large national and multinational corporations such as Disney, Universal, Sun Bank, Harris Corporation, and others, it is still seeking private contributions for only 20% of the facility with 80% coming from government funding. This is the same percentage that was proposed by our Performing Arts Board.

PAC's are no different from museums, parks, libraries and other public facilities. They are built to provide citizens with a facility that is open to the public for education, inspiration, entertainment and enrichment. We support them with public dollars just as we support the museums, libraries, schools and other facilities: To ensure all citizens have access and prices are accessible to the general public.

**3. John's site:** The City Commission has reserved the John's site for the performing arts. The option agreement with the PAC provided that the option agreement would expire if the project was not included in the sales tax extension. Unfortunately, it is likely that the project will not be included. As stated earlier, the need and support for this facility will only increase over time. The site provides for abundant covered parking adjacent to the facility, which is empty during the periods of expected high usage, thus avoiding

the high cost of building structured parking or the cost of additional land for surface parking.

The PAC needs to be downtown. In almost every city, the performing arts center is located downtown as are museums, concert halls, and other major community amenities. This is by design. The City has long held a goal for an 18-hour downtown. Our downtown struggles from a lack of reasons to be there. No other facility or enhancement will make a bigger difference to the downtown than this facility. It will bring thousands of citizens and tourists each week to the downtown for entertainment, educational and cultural activities. It will generate the traffic to support new restaurants and other evening activities. There are few great cities in the world that don't have a vibrant downtown. Continued reservation of this site is critical to the future development of Tallahassee's downtown.

**4. Economic benefit:** Glenn Robertson, principal in Glenn Robertson and Associates and former budget director under Governor Bob Graham, studied the economic impact that performing arts facilities had on other communities. He found, on every occasion, significant development and redevelopment around the facility. The PAC will generate people traffic, and other businesses will want to be near this traffic generator to sell and service the needs of those attending.

It will also increase tourism. In every facility where information was available, a significant percentage of the population was from outside the county. Most of these visitors can be accounted for in two groups. First, residents in a 100-mile radius generally do not have access to a facility that will have the breadth and quality of entertainment this facility will support. While some will drive in just for the event, many will come early to shop, eat and enjoy Tallahassee before going home. Second, we have visitors who are already coming to Tallahassee for business, to visit friends, or passing through. The performing arts programming will give them a reason to extend their stay and come more often. It is, therefore, not a surprise that Orlando is using \$400 million of its bed tax to support construction of its performing arts facility.

**5. Private support will always follow public commitment:** There are many cultural, environmental, educational, and social causes seeking philanthropic support. Individuals and foundations routinely have to make choices not only based upon their own interests, but the impact their contributions will make to their community and individuals in need. They are not interested in having their funds warehoused, but want them put to work and making a difference as soon as possible. They also want to know before they make a commitment if the cause will become a reality.

Private dollars are interested in pushing projects across the finish line, not getting you out of the starting blocks. They want to be the last dollar in, not the first dollar. While there are some challenge grants that match contributions, those tend to be for ongoing causes, not capital campaigns. Therefore, a public commitment of resources will need to be made prior to a successful public campaign.

**6. Visionary projects require strong leadership.** The performing arts facility is a visionary project and a transformational project. Visionary projects, such as Kleman Plaza, Adams Street, Civic Center, Gaines Street, downtown library and the Blairstone extension, have always drawn significant opposition from people afraid of change. The remarks ("We can't afford it" | "We don't need it" | "It is a luxury that

government can't afford") are always rolled out. Now each of these projects are, or are becoming, an integral part of our community. Each required strong, outspoken leadership from our elected officials. The performing arts center will not happen until our elected officials make this project their own.

**7. The cost of the project as recommended is the floor:** The project cost has been reduced from \$113 million in 2004 dollars to \$52 million in 2014 dollars. Our collective assessment is: we should not build a facility smaller than 1,700 seats, which is clearly on the low end of facilities being built today. Orlando's performing arts facility under construction is \$500 million, 10 times what we are recommending for Tallahassee – and for a community that is only 3 to 4 times our size.

### **Next Steps**

Throughout the process, the Board of the Performing Arts Center has reported back with goals, plans, site selection, funding plans for construction and operations and various other issues. Today, based on our findings, we recommend the following:

- 1. Continue to designate the John's site as an *option* for the performing arts facility in the future.** The John's site was recommended by a professional theatre consulting firm as the right place for a performing arts center. However, the Board's first priority is to provide this community with a performing arts center. To achieve that goal, we are open to suggestions from the City or County for consideration of an alternative site.
- 2. Support the Florida Center in its exploration of Public/Private Partnerships.** Across the nation, Public Private Partnerships are becoming an effective method of developing and implementing important public infrastructure. These projects require the full panel of governmental tools and incentives and exceed the authority and resources of our Board. Therefore, the Board requests that the City and County work with us to explore the development opportunities of this project using both public and private resources.
- 3. Use of Existing Trust Fund Resources.** Since the accumulated bed tax funding will not immediately be used to build the main performing arts center, we would support a decision by the Commissions to allocate a **portion** of it for capital construction needs for one or more current performing arts projects.
- 4. Ensure the dedicated bed tax continues to be allocated permanently to the performing arts center.** We anticipate the Commissions will maintain the designation of the bed tax revenue stream for the future performing arts center.

### **Conclusion**

A Performing Arts Center is in the future for Tallahassee. The name may change, the location may change, the scope of the project may change, and new private/public partnerships may emerge. Leadership in the public and private sectors is vital to this vision becoming a reality.

# The FLORIDA CENTER for Performing Arts and Education

*Building the stage for our future.*



**Leon County Sales Tax Committee Presentation  
March 14, 2013**

March 14, 2013

**Office**

1018 Thomasville Road  
Suite 110  
Tallahassee, Florida  
32303

**Phone**

850-597-8020

**Email**

[info@TheFLCenter.org](mailto:info@TheFLCenter.org)

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*Community Outreach*

*Coordinator*

[www.TheFLCenter.org](http://www.TheFLCenter.org)

Members of the Leon County Sales Tax Committee,

The Board of Directors for the Performing Arts Center appreciates the daunting task you face. From a long list of worthwhile projects, recommending priorities that will best meet the needs of our community for the next 20+ years will be challenging.

We believe no other project will make as positive an economic impact upon the future of our community as the proposed Performing Arts Center. We are convinced the Performing Arts Center supports these community goals and will further efforts to accomplish them:

- Generate jobs and economic development opportunities
- Stimulate redevelopment of the Gaines Street Corridor
- Promote and advance an 18-hour downtown
- Support and enhance downtown residential development
- Enrich the quality of life for all citizens
- Complement the efforts of the school board and local arts groups as they strive to enhance cultural enrichment for our children

We thank you for the opportunity to make a formal presentation this evening. Our presentation is focused specifically on the issues you raised at the December 11<sup>th</sup> Meeting, which are as follows:

1. The economic development benefit from the proposed Performing Arts Center, comparing it to similar Performing Arts Centers around the country.
2. Affordability and sustainability.
3. Whether the need for a community Performing Arts Center exists based on current venues in Tallahassee.
4. Engagement and support from local performing arts groups.

There is no question that our vibrant and exciting arts, culture and heritage community is a major part of Tallahassee' identity and one of the reasons that graduates of our schools and universities choose to make Tallahassee home. We have outgrown today's resources; it is time to plan for tomorrow. Our vision for our community has to be more than roads, ditches and sewers; it must include what will bring delight, joy and quality of life to all citizens.

On behalf of my fellow Board Members and our more than 1,900 members, thank you for your dedicated work on the Sales Tax Committee. It is our request that you include the proposed Performing Arts Center in your list of recommended projects.

Sincerely,



Bob Inzer

President, Board of Directors

## *Frequently Asked Questions*

**Membership:** As of March 2013, there are over 1,900 supporters on file for the proposed Center.

**History** The need for a Performing Arts Center in Tallahassee has been documented for over 40 years. A 1992 referendum to build a Performing Arts Center next to the Civic Center failed by only 500 votes – and there was *no* public relations campaign to promote it. In 2003, the City Commission appointed a 20-member Cultural Advisory Committee to assess the needs and support the arts and heritage activities in Tallahassee; a written Cultural Plan resulted from the Committee’s work.

**The lack of a performing arts theatre was determined to be the greatest deficiency in facilities.**

**Who** As an outcome of the Cultural Plan, the City and County allocated 1 penny of the hotel bed tax to fund efforts to research and eventually help build the Performing Arts Center. These funds are being set aside on an ongoing basis and overseen by the County and the Tourist Development Council. The CRA (Community Redevelopment Agency) has funded operations, such as staffing, promotion and fundraising. The Florida Center has a volunteer, 16-member Board of Directors. Bob Inzer serves as Chair, Tim Edmond as Secretary and Pam Shields as Treasurer.

**What** Theatre Projects Consultants, internationally recognized experts, prepared a study in 2005, recommending a two-venue facility, at a cost of \$113.7 million (in 2005 dollars). This plan included a concert hall with 2,200 seats and a multi-purpose theatre with 650 seats.

**Revised Plan:** When the economy went into recession in late 2008, Theatre Project Consultants were asked to re-assess the project. The second plan called for a one-venue facility with 1,800 seats, at a cost of \$89 million (in 2014 dollars). The facility included a beautiful lobby and space for educational activities, rehearsal and small-scale performances. A Performing Arts Center provides for concert, dance and theatre productions, including traveling entertainers, Broadway shows and Distinguished Lecture Series. Our plans have always included excellent acoustics, for the Tallahassee Symphony Orchestra and other musical groups, and a “sprung wood floor” to accommodate the Tallahassee Ballet and other dance troupes.

**Currently** the project is being re-sized and re-priced with the assistance of Gilchrist Ross Crowe, the architectural firm that did the remodel of Ruby Diamond on FSU Campus. We will lower the construction cost by half and still meet the needs of the community with 1,700 seats, an active lobby with a lovely center for the community.

**Where** The “Johns Site” on Gaines Street between Bronough and Duval Streets is perfectly situated in our downtown, in the middle of the “Cultural Corridor” envisioned along Gaines Street. The site is surrounded with plentiful, state-owned and maintained parking - 6,500 spaces!

**Why** We must meet a growing need for a community performing arts venue. There is no venue this size in Tallahassee. Our university-related venues are wonderful but they are not designed to be regional Performing Arts Centers. And, community groups have limited access, with no prospect of increased access. The new Center will be a home for our local performing arts groups.

**Economic Development:** The new Performing Arts Center will be a powerful attraction to business and industry considering location to the Big Bend Area of North Florida. The new Performing Arts Center will generate approximately \$85 million in new jobs, construction and new tax revenues. The projected sustained economic impact is \$10.6 million annually in sales and revenues once operational.

**Education:** Children will enjoy unique learning experiences. It will be a place to be inspired by the performing arts. It will be a vital link between classrooms and professional performances.

Continued ~

*Frequently Asked Questions ~ The Florida Center for the Performing Arts and Education*

**When** *We are not building the Performing Arts Center now.....we are planning the proposed Performing Arts Center.* It is a part of our city's vision. At the earliest, construction would begin in 2015, after the sales tax expenditures are approved.

**How** For this project to become a reality, **it must be included on the list of projects to be funded by the proposed sales tax extension.** While the Board has raised private donations and will continue to do so, private donations alone cannot construct this Center. Therefore, the Sales Tax Committee will decide the project's fate this year. The referendum on the sales tax extension may happen in 2014.

The extension of the sales tax will raise an estimated \$600 to \$900 million. The Performing Arts Center is asking for \$30million, towards the anticipated \$50 million construction cost. This is less than 5% of the sales tax proceeds – 95% would remain for other projects. The balance of \$10 million would come from private donations, corporate sponsorships and grants. The other \$10 million would come from the bed tax money that has accumulated for the proposed performing arts center and CRA funds. Most performing arts centers in the country are built with both public and private funds. It is a function of government to provide public spaces for its citizens.

As with most financial decisions, choosing to build a Performing Arts Center is a matter of priority.

Here is a look at expenditures our community has approved ~

\$35 million to reconstruct Gaines Street

\$50 million to build the Emergency Dispatch Center

\$40 million to upgrade Cascades Park

\$150 million to upgrade the spray field

\$70 - \$100 million for 3+ miles of *right-away* for Capital Circle SW improvement between Hwy. 20 and Crawfordville Road. (Doesn't include construction)

\$89 million is the approximate cost to install the proposed sewer system in Woodville.

**Sustainability** Most or all Performing Arts Centers in the country operate at a deficit. This occurs because Performing Arts Centers offer deep discounts, to their local performing groups, giving them the opportunity to utilize the venue. The Florida Center will do the same. But in our case, the funding is already in place to cover a possible deficit, through the hotel bed tax which is paid by visitors to our area, *not* local citizens. One penny of the hotel bed tax raises a minimum of \$600,000 per year.

**What is at Stake here?**

We are at serious risk of losing the opportunity to have a Performing Arts Center in Tallahassee.

We need to act now. The community needs to speak up – tell our City and County Commissioners – that we want a Performing Arts Center in our future plans!

We need it!

We can afford it!

We can't afford not to do it.....it will be 20-25 years before we have another chance. The year 2038 is too long to wait for this economic, educational resource!

**Add your name to the growing list of people who are in favor of a Performing Arts Center in Tallahassee's future. Go to [www.theFLCenter.org](http://www.theFLCenter.org) and click "Join Now".**



**Valencia E. Matthews, Ph.D.**

Director of Theatre/Performance  
Assistant Dean, College of Arts & Sciences  
Florida A&M University

**Valencia E. Matthews, Ph.D.**, serves as an assistant dean in the College of Arts and Sciences at Florida A&M University (FAMU) where she supervises the arts, languages and humanities programs. She has more than 15 years of service at the University. Matthews is also Director of FAMU's **Essential Theatre**. As the Essential Theatre continues to serve its purpose of bringing relevant and entertaining productions to the University and community, it continues to produce talented alumni who either have become, or have demonstrated the ability of Tony Award-winning actors. Essential Theatre students are groomed to make significant contributions in the local and world community. The role of the arts and humanities both within the academy and society at-large is always at the forefront of Dr. Matthews' thoughts. She strives to help students, faculty, staff and others appreciate the creative and critical thinking skills that are enhanced by participating in the arts.

It comes as no surprise that she is committed to using the arts as a vehicle for the promotion of social change. A supporter of many community service efforts, she is founder and director of the **Irene C. Edmonds Youth Theatre**, a program for young people between the ages of six and sixteen. She is a board member of the Council on Culture and Arts and also executive director of **Africa 2008, Inc.**, a non-profit corporation dedicated to the mission of promoting cultural exchange between and within Africa and the Americas. Quite conscious of her health and fitness, she is an avid walker, strong supporter of the Sickle Cell Foundation, and a participant in both the Breast Cancer 3-Day Walk and the Avon Walk for Breast Cancer.

# VITA

## Glenn W. Robertson

### **President: Glenn W. Robertson & Associates (GWRA) since 1988**

- \* Providing government and business policy, planning and budgeting consulting services.
- \* Focusing on implementing integrated budgeting, revenue and performance & accountability systems and software supports; and providing detailed budget analysis.
- \* Providing policy and budget (spending & taxing) decision-making training and support.

### **PREVIOUS GOVERNMENT EXPERIENCE: 1968-1988**

Director of State Planning and Budgeting and Director of Policy & Finance for Florida Governors Bob Graham

(D), Wayne Mixson (D) and Bob Martinez (R) (1979 – 1988)

Assistant County Administrator for Pinellas County, Florida.

Budget and Evaluation Director for Pinellas County, Florida.

Management Planning Supervisor and Intergovernmental Affairs Coordinator for the City of Tampa, Florida.

Hillsborough County, Florida: Board of Public Instruction, H.S. teacher

### **KEY LEADERSHIP POSITIONS**

Past: President of the National Association of State Budget Directors

Chairman of the Florida Sports Foundation; current board member.

Chairman: Florida Sports Charitable Foundation.

Chairman/Vice Chairman/member of numerous commissions appointed by Florida's Governors Graham,

Mixson, Martinez, Chiles and Bush.

Past - Chairman of the Board/ President: Economic Club of Florida;

Awarded life-time membership by the National Association of State Budget Directors

### **KEY PUBLICATIONS & PRESENTATIONS:**

Author of a set of "Governor of Florida Transition Manuals and Handbooks."

Author of numerous articles on the economy and state & local government pressures.

Frequent presenter on the U.S. / Florida economy, state and local government spending and taxing pressures and

the need for government accountability.

Provider of National Governors Association training for new Governors.

Provider of leadership training for businesses, associations and government organizations.

### **ACADEMIC BACKGROUND**

MA in Economics (University of South Florida)

MS in Management (University of South Florida)

BA in Economics / second major in Social Science/Education (Univ. of So. Florida)

Doctorate level courses (Florida State University)

**Glenn W. Robertson & Associates**

Phone: 850-294-8264 E-mail: GWR8008@aol.com



## Administrative Leadership

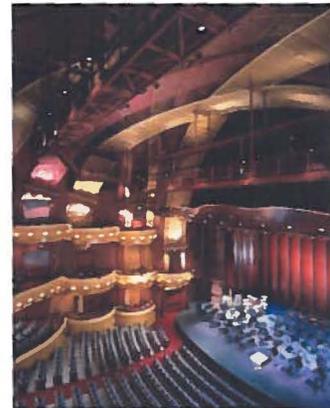


James Baudoin, Project Manager, is responsible for facility planning for the new Performance Center, serving as consultant from 2004.



Arts of Collin County

- Executive Director & Project Manager – Arts of Collin County (from 2005) taking the project through design with delivery of contract documents for a 125-acre arts park featuring a 2,100 seat multipurpose hall
- Executive Director & Project Manager– RiverCenter for the Performing Arts (from 1997) moving the project from design through construction into its initial operating seasons with three performance halls (2,000 seats – 450 seats – 200 seats)
- President & General Manager – Chandler Center for the Arts in Arizona (from 1988) taking the project from construction to initial operating years with three performance halls (1,600 seats – 450 seats – 350 seats)



RiverCenter



Chandler Center



Lutch Theater

- President & General Manager – Lutch Theater for the Performing Arts in Texas (from 1981) moving the project after its opening year to full operations featuring a 1,500 seat multipurpose hall

Master of Fine Arts in Theater Management, Florida State University;  
Bachelor of Science in Social Science, Florida State University

**Richard Crowe** is the founding partner of Gilchrist Ross Crowe Architects. He loves a challenge and to “figure things out”. He enjoys thinking outside of the “box” to find unconventional yet simple elegant solutions to complex issues.

**His skills lie primarily in the area of design and the BIM workflow** process in the architectural office. Both paradigms are similar in their goal of creating order from disorder.

With over 10 years of hands-on experience, he is considered to be an expert in the BIM technology with the ArchiCAD software. He has personally set-up the processes and built over 40 virtual buildings ranging from small highly detailed financial institutions to technology facilities and institutional buildings exceeding 200,000 GSF. He is passionate about looking at each problem with “fresh eyes” in its own unique realm yet he has the hands-on experience as a professional architect for over 20 years.

He is considered to be an “expert-user” with ArchiCAD and has a long relationship with Graphisoft, the maker of ArchiCAD. This relationship began in 1999 when Richard was asked by Graphisoft to lead their design Team competing in the international CADD Shootout Competition in Los Angeles. Graphisoft won the competition for the first time and was recognized as the Best Overall CAD software. Richard enjoys both Alpha and Beta Testing as well as working with the Graphisoft development team on ArchiCAD’s future.

He is passionate about off-road riding and bikes four days per week. He still sketches and builds furniture when time allows. Other hobbies include water coloring and frisbee.

### **Experience**

#### **Large Intuitional Projects**

- Pharmacy Building and Research Wing, Florida A&M University
- Ruby Diamond Concert Hall, Florida State University
- Wildwood Halls Housing Project, Florida State University
- Degraff Halls Housing Project, Florida State University
- Soccer and Softball Sports Complex, Florida State University
- East Wing of School of Business and Industry, Florida A&M University

#### **Unique Design Solutions**

- Flightline FBO Terminal, Tallahassee, Florida, Tallahassee, Florida
- Corporate Head quarters for Associated Industries of Florida
- Four Oaks Church and Community Center, Tallahassee, Florida
- Jack Mclean Pools and Community Center, Tallahassee, Florida
- Community Christian Church, Tallahassee, Florida
- Holy Spirit Episcopal Church, Tallahassee, Florida
- Wilco Emo Manufacturing and US Corporate head quarters, Thomasville, Georgia.

### **Education**

- Bachelor of Design in Architecture, University of Florida, 1978
- Master of Architecture, Virginia Polytechnic Institute , 1984

***Vision: Creating Something Remarkable for Florida's Capital City***

***Mission: To develop "Florida's stage" where people enjoy the performing arts, culture, history, education, heritage and community events***

**Presenters from the Board of Directors**

**Leon County Sales Tax Committee Meeting**

**March 14, 2013**

**Lee Hinkle**

**Retired**

**Former Vice-President for University Relations, Florida State University**

**591-8070**

**[lfhinkle@comcast.net](mailto:lfhinkle@comcast.net)**

**Bob Inzer, President**

**Leon County Clerk of Court**

**577-4003**

**[Bbinzer@leoncountyfl.gov](mailto:Bbinzer@leoncountyfl.gov)**

**Valencia Mathews, Ph.D.**

**Assistant Dean**

**College of Arts and Sciences**

**Florida A&M University**

**599-3430**

**[essential\\_famu@yahoo.com](mailto:essential_famu@yahoo.com)**

**Jon Moyle, Immediate Past President**

**Moyle Law Firm**

**681-3828**

**[jmoyle@moylelaw.com](mailto:jmoyle@moylelaw.com)**

**Note: Tim Edmond, Board Secretary, is out of state on business and unable to attend. He spoke to the Sales Tax Committee at our presentation on December 11, 2012, and sends his regrets for missing this meeting.**

**Tim Edmond**

**The Edmond Group**

**893-9900**

**[tim@theedmondgroup.comcastbiz.net](mailto:tim@theedmondgroup.comcastbiz.net)**



## Leon County Sales Tax Committee Presentation March 14, 2013

The FLORIDA  
CENTER for Performing Arts  
and Education  
*Building the stage for our future*

# Presenting Tallahassee's Performing Arts Center

- **The Vision and Artists' Perspective**

Valencia Mathews, Ph.D. Board member, Assistant Dean, College of Arts & Sciences, Florida A & M University

- **Economic Impact**

Glenn Robertson, Economic Consultant, Former Office of Policy & Budget Director for Gov. Bob Graham, Wayne Mixson and Bob Martinez

- **Sustainability Study**

James Baudoin, Executive Director and Project Manager, Asheville Performing Arts Center

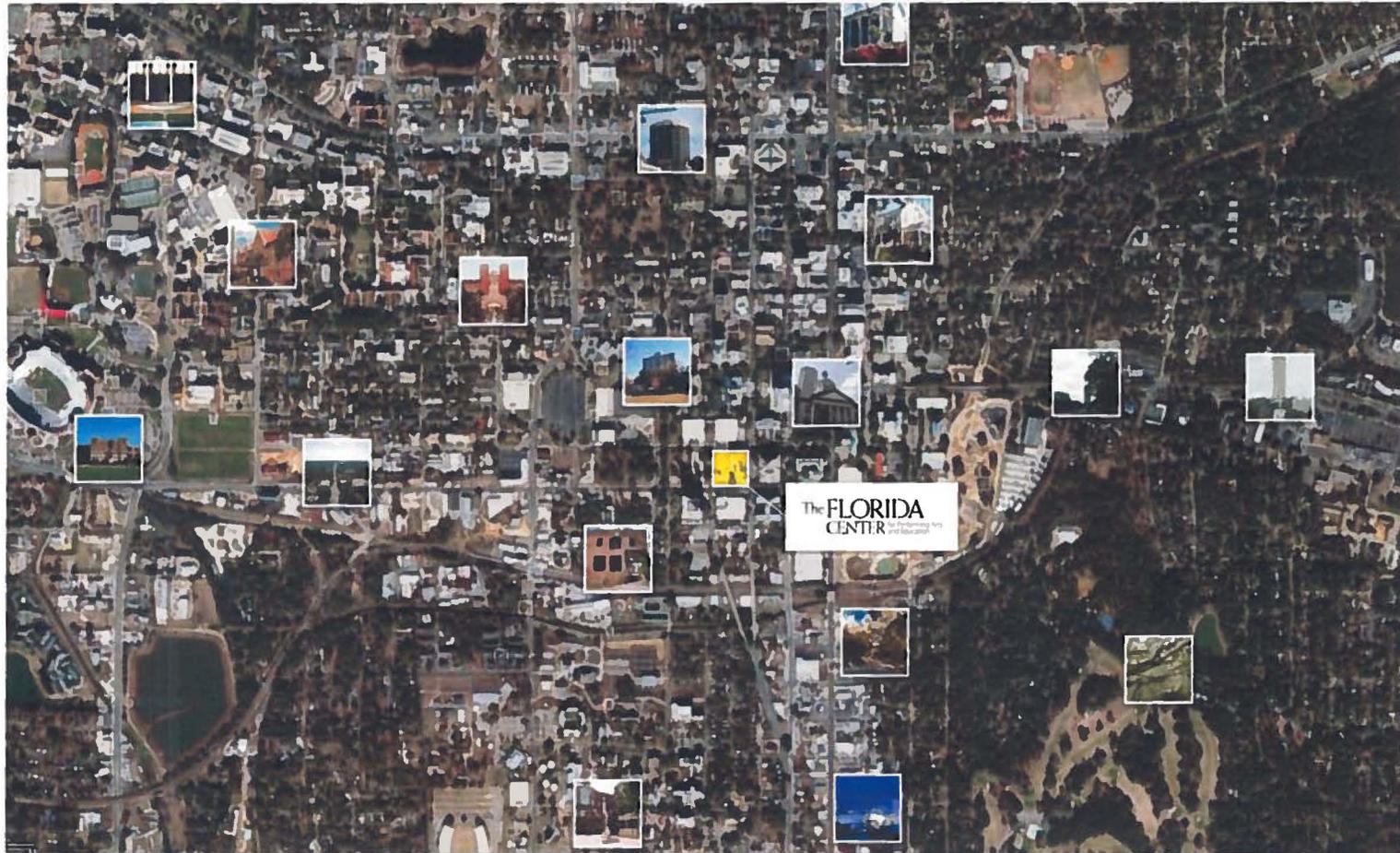
- **New Design**

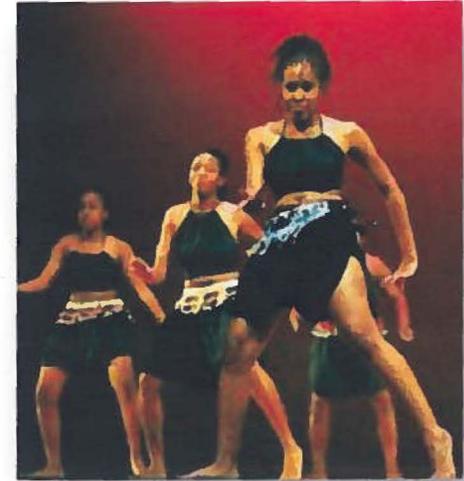
Richard Crowe, Founding Partner, Gilchrist, Ross, Crowe Architects

- **Leading Tallahassee's Cultural Future**

Bob Inzer, Board President, Clerk of the Court, Leon County

# The Florida Center: Cultural and Community Catalyst





# Goals:

- **Meeting current and future citizen expectations for the performing and cultural arts education and entertainment for youth and adults.**
- **Enhancing community amenities that attract future residents and businesses to Tallahassee.**
- **Bringing economic growth and prosperity: new jobs, increased personal incomes, business sales and a broadened tax base to support government services for all citizens.**



## **Economic Objectives:**

- **Attract visitors and generate longer stays**
- **Expand current and attract new businesses**
- **Attract diverse demographics who appreciate and support the performing arts**
- **Enhance downtown vitality**
- **Increase property and other tax collections to support local schools and governmental agencies**



### **Paducah, KY – Carson Center: 1,806 seats**

- 84,000 attendees in 2011
- 40% from over 50 miles away



### **Madison, WI – Overture Center: 2,251 seats**

- 115,000 attendees in 2012
- 30% from outside the city



### **Omaha, NE – Holland Center: 2,000 seats**

- 340,000 attendees per year avg. over 5 years
- 40% from outside the county and 18% outside the state



### **Greensboro, NC – Proposed Center**

**300,000 est. attendees per year. Citizen's poll = 69% want more art, cultural and performing arts; would support if in downtown; 47% attend performances outside Greensboro.**

# Comparative Statistics for Host Cities

	<b>Tallahassee</b>	<b>Paducah (Smaller pop.)</b>	<b>Madison (About same)</b>	<b>Omaha (Larger)</b>	<b>Greensboro PROPOSED</b>
<b>City population</b>	<b>182,000</b> County: 278,000	<b>25,000</b> Greater area: 169,000	<b>238,000</b>	<b>410,000</b>	<b>270,000</b>
<b>Pop. diversity</b>	<b>53% C /34%AA /12.5%</b>	<b>70/ 23.5/6.5</b>	<b>75 / 7 /18</b>	<b>65/13.5/18.5</b>	<b>46/40/14</b>
<b>Household Income (Median)</b>	<b>\$ 34,335</b>	<b>\$ 29,215</b>	<b>\$ 49,600</b>	<b>\$ 46,595</b>	<b>\$ 38,694</b>
<b>House prices:</b>					
<b>Median</b>	<b>\$ 186,000</b>	<b>\$ 97,156</b>	<b>\$ 228,000</b>	<b>\$ 134,600</b>	<b>\$ 143,800</b>
<b>Mean</b>	<b>\$ 232,000</b>	<b>\$ 125,900</b>	<b>\$ 246,000</b>	<b>\$ 156,000</b>	<b>\$ 191,000</b>
<b>Major economic Base</b>	<b>Government Health/Educ. Professional/Trade</b>	<b>Manuf. Leisure Gov't</b>	<b>Government Education Health/Prof.</b>	<b>Government Profess/ Ed. Diversified</b>	<b>Government Professional Manuf/Trade</b>
<b>Education levels 25 yrs. and older</b>	<b>90 % HS grad. 65 % coll. degree(s)</b>	<b>77 % 26 %</b>	<b>92 % 69 %</b>	<b>86 % 38 %</b>	<b>84 % 45 %</b>
<b>Unemployment Rate 2012 avg.</b>	<b>7 %</b>	<b>8 %</b>	<b>5 %</b>	<b>4.4 %</b>	<b>9.4 %</b>

# Economic Impact Year-round

## Paducah's Carson Center for the Performing Arts Story



### THE ARTS MEAN BUSINESS

#### Events at the Carson Center Goal: 1 a day

2008-'09:	437
2009-'10:	494
2011-'12	334

Opened in 2004. Is a landmark in Paducah's historic downtown. 97,750 sq. ft. with superb theater staging and acoustics.

It is the cornerstone of a vibrant arts community.

The focus is to constantly increase the number and variety of performances – often renting to other presenters.

The facility also rents to schools functions, weddings, seminars, corporate and economic development functions and many different types of community events.

The goal: provide economic impact to the Four Rivers region 52 weeks a year, year after year.

2012: \$11.7 million economic impact PLUS \$523,147 for local governments, justifying on-going City of Paducah support, and \$1.4 million for the state.

Significant increase in voluntarism to ALL non-profit arts & cultural organizations (over \$ 1 mil. in value) and over \$500,000 in-kind contributions.

# Downtown Economic Vitality

## Madison's Overture Center for the Performing Arts Story

### Growth in Downtown Property Values from 1998 through 2008.

- A \$1.9 billion increase ( + 176%) between when the Overture project was announced to 2008 when in full operation.
- More year-round residents: condos alone grew in taxable value by over \$500 million (more than 1,500% vs. 215% outside downtown.)
- In the 4 sq. block area around the Overture Center = 392 % property value increase: from \$75.6 mil. to \$372 mil.



### Gains in Property Tax Receipts: 1998 through 2008

- \* Tax paying downtown properties grew from 2,425 to 5,433 = + net \$18.9 mil. taxes pd.
- \* In the 4 sq. blocks from 2003 through 2008 = property taxes grew by \$5.2 million.

### Economic Impacts of the Overture Center and its resident companies: 2008

- Direct spending impact: \$12.3 million Indirect: \$10 million
- Total events up to 681 per year PLUS educational/community programming: 640 events

# Economic Impact Over Time

## Typical Impact Drivers

1. Announcement impacts

business opportunity awareness

2. Immediate impacts

property investments begin & values go up

3. Construction impacts

major spending multipliers / sales  
more business investments

4. In-operation impacts

a. First years

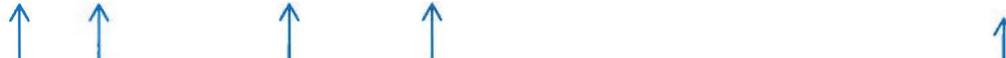
spending multipliers / sales  
more business investments

b. Later years

spending multipliers / sales  
more business investments  
more self-supporting



2014 -----2024



## ECONOMIC IMPACTS THAT CAN RESULT FROM PERFORMING ARTS CENTER INVESTMENTS

	<u>Actual Results</u>			<u>Expected Results</u>
	<b>Paducah</b> (2012 City Report)	<b>Madison</b> (2010 EIS by AMS Research)	<b>Omaha</b> (2011 EIS: City Report)	<b>Greensboro</b> (2012 EIS: AMS Research)
<b>MORE JOBS</b>	+ 241	+ 231	+ 398	+ 268
Local opportunities More diversified job base Lower unemployment				
<b>PERSONAL INCOME INCR.</b>	+ \$ 3.9 mil.	+ 5.4 mil.	+ 9.2 mil.	+ \$ 4.7 mil.
Technical / white collar Increase median incomes				
<b>ECONOMIC IMPACT</b>	+ 11.7 mil. 2012	+ \$ 38 mil	+ \$ 31.65 mil	during \$ 50 mi. construction * one-time impact: 1,277 jobs * one-time impact: \$ 28.6 mil. HH-inc.
Direct spending and multiplier effect throughout area				<b>When operating estimate: \$ 12.9 mil. direct/indirect</b>
<b>NEW BUSINESSES</b>				
Market opportunities Quality of life attraction for knowledge industry Arts/Culture businesses		<u>Carnegie Melon Study</u> : most attractive factors for today's/tomorrow's workers: 1. lifestyle 2. environmental quality, 3. vibrant music, arts & cultural opportunities 4. outside opportunities		
<b>GOVERNMENT REVENUES</b>	Local: \$ 525 mil. State: \$ 1.3 mil.	Total: \$ 1.6 mil.	Total all residents \$ 4.7 mil.	Total in oper. est. \$ 737,000

## Community Impact

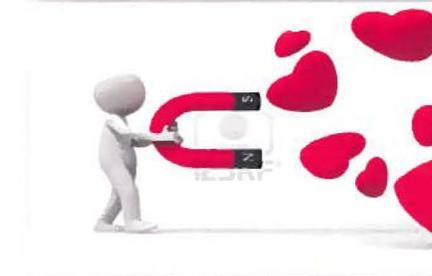
### DOWNTOWN VITALITY

Attract more businesses because of an improved market.  
Increase property value investments / improvements.  
Grow the property tax base: new & improved properties.



### NEW RESIDENT / VISITOR MAGNET

Enhance city image and reputation locally & nationally.  
Attract high tech/knowledge/medical industry employees.  
Attract retirees.  
Attract accomplished academics to FSU / FAMU / TCC et. al.



### TOWN & GOWN COORDINATION

Promote creative programming / community interest.  
Promote student interest in FSU/FAMU/TCC et. al.



### CIVIC PRIDE /PARTICIPATION

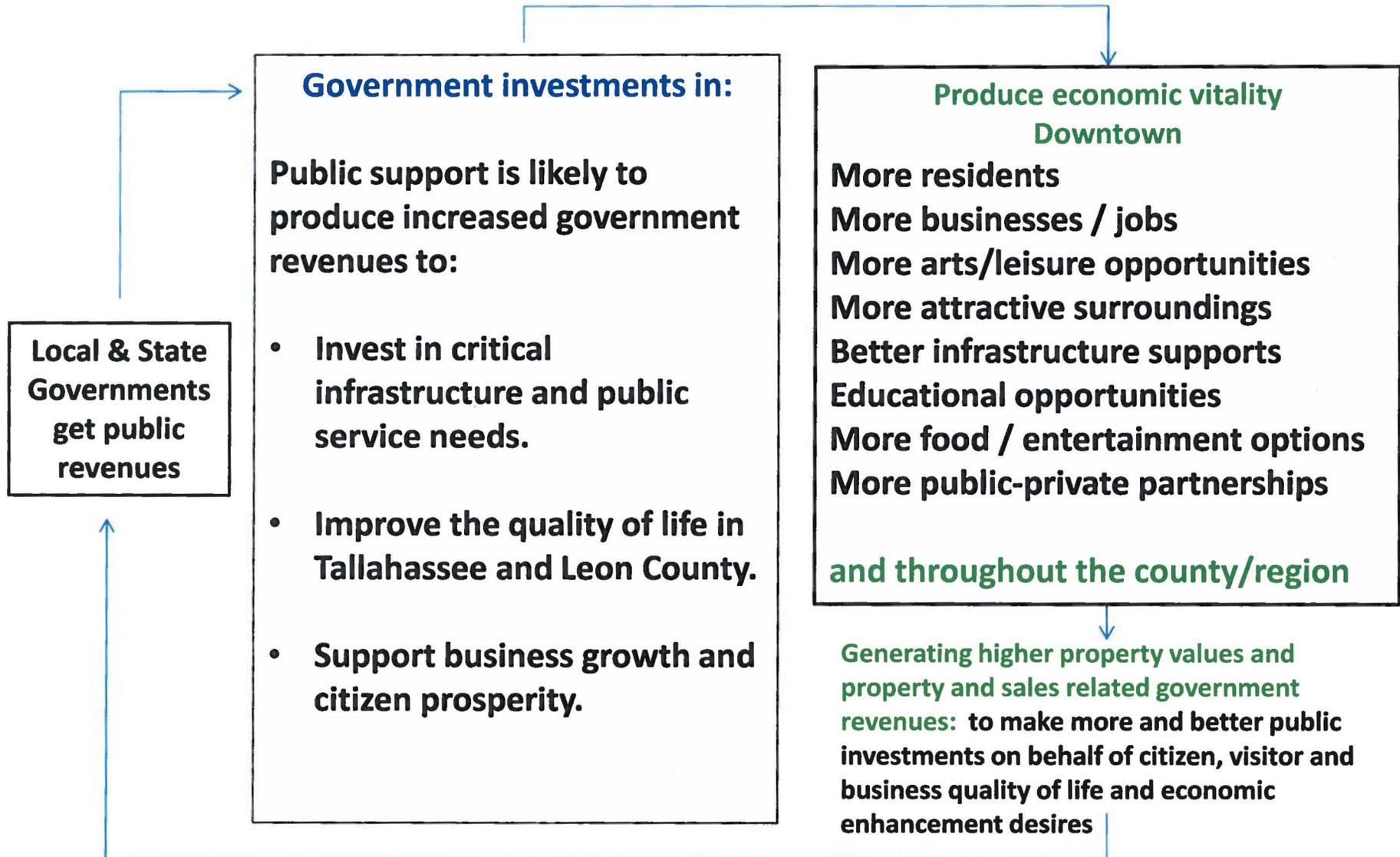
Increase citizen volunteers and \$ support for all arts and non-profit organizations.

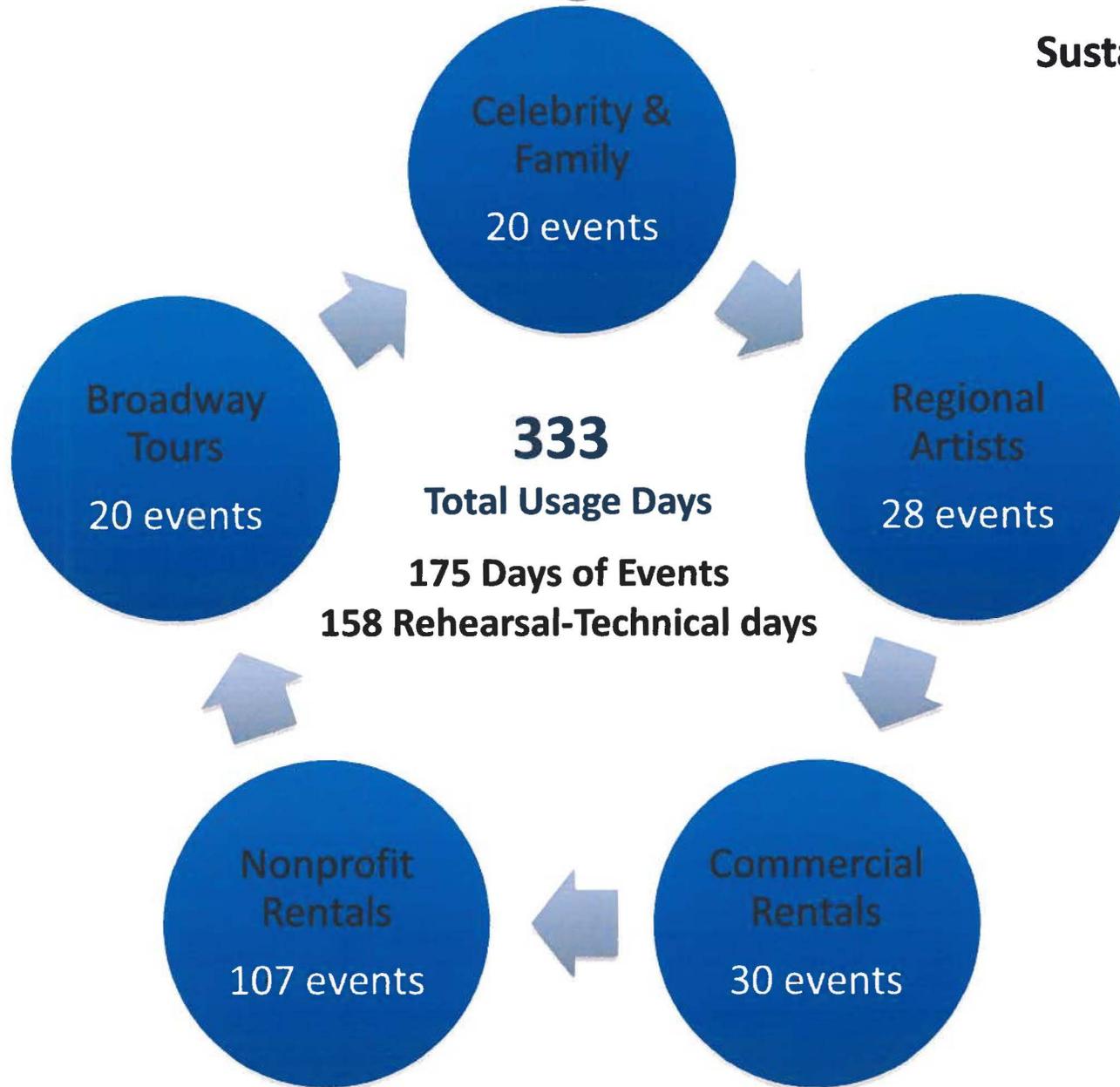
### CITIZEN INSPIRATION & EDUCATION

Provide enrichment and arts/cultural interest pursuits for youth and adults.

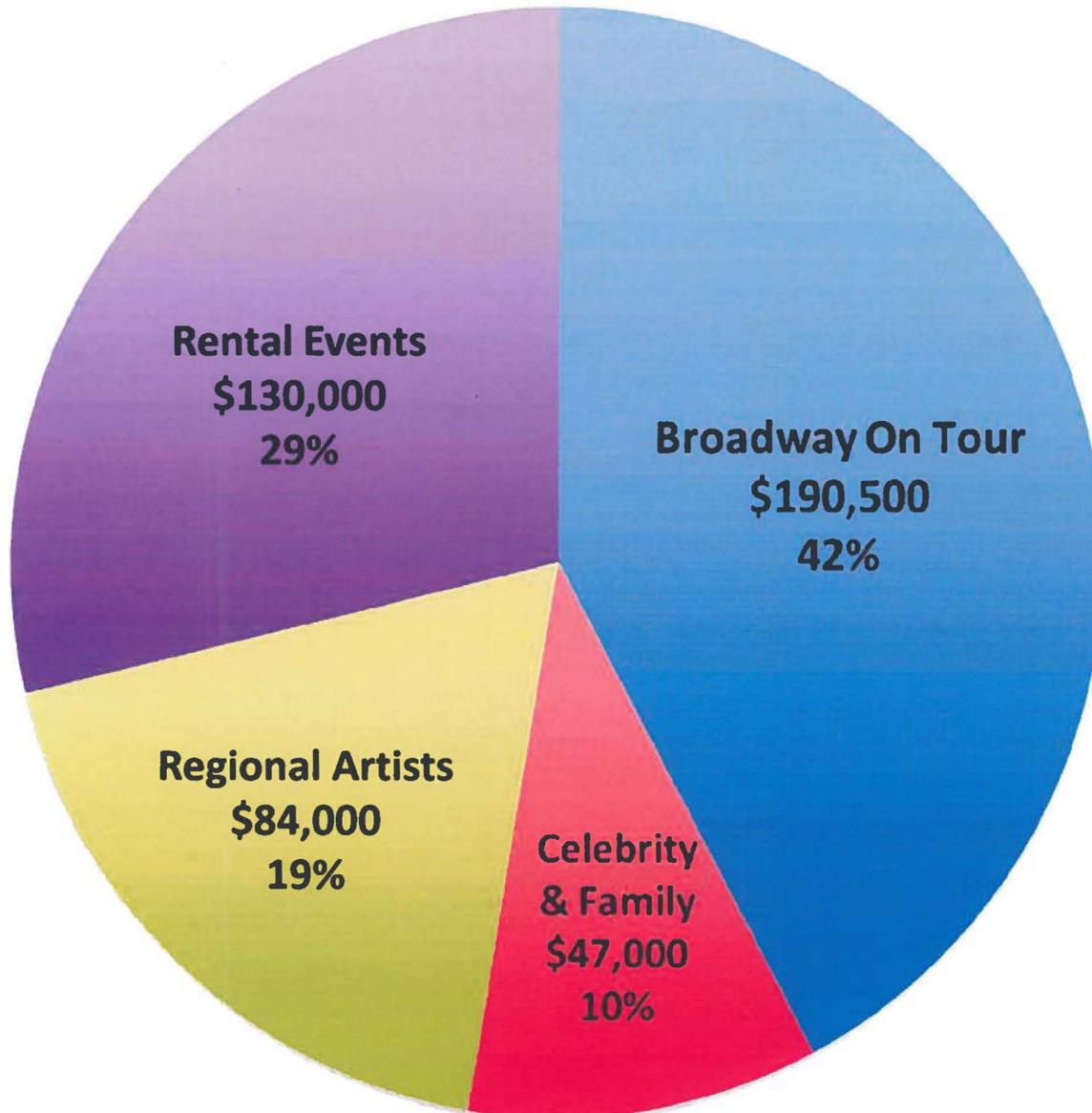


# Government: An Economic Catalyst for ALL OF US!





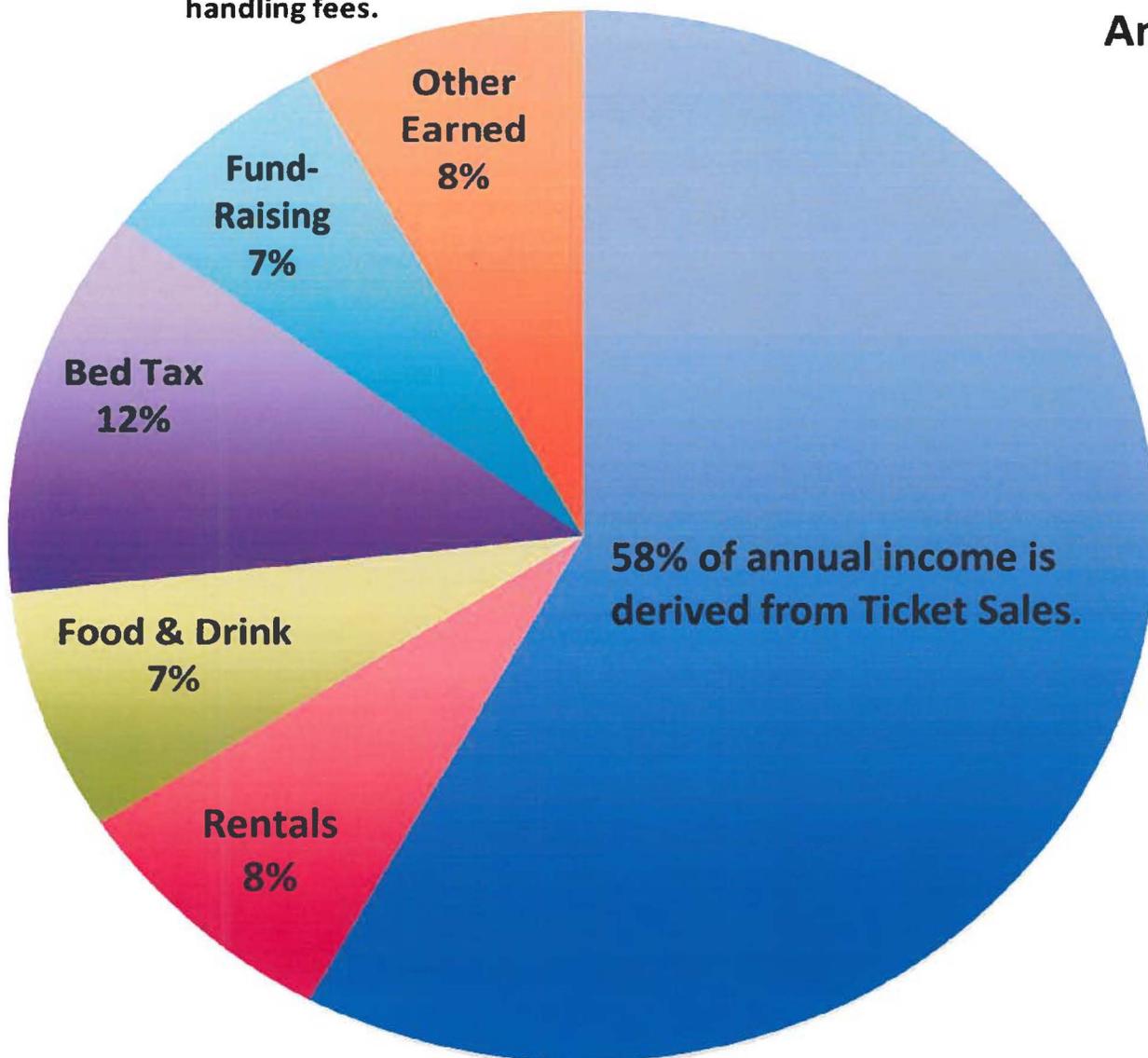
## Contributions to Net Revenue



- Broadway on Tour
- Celebrity/Family
- Regional Artists
- Rental Events

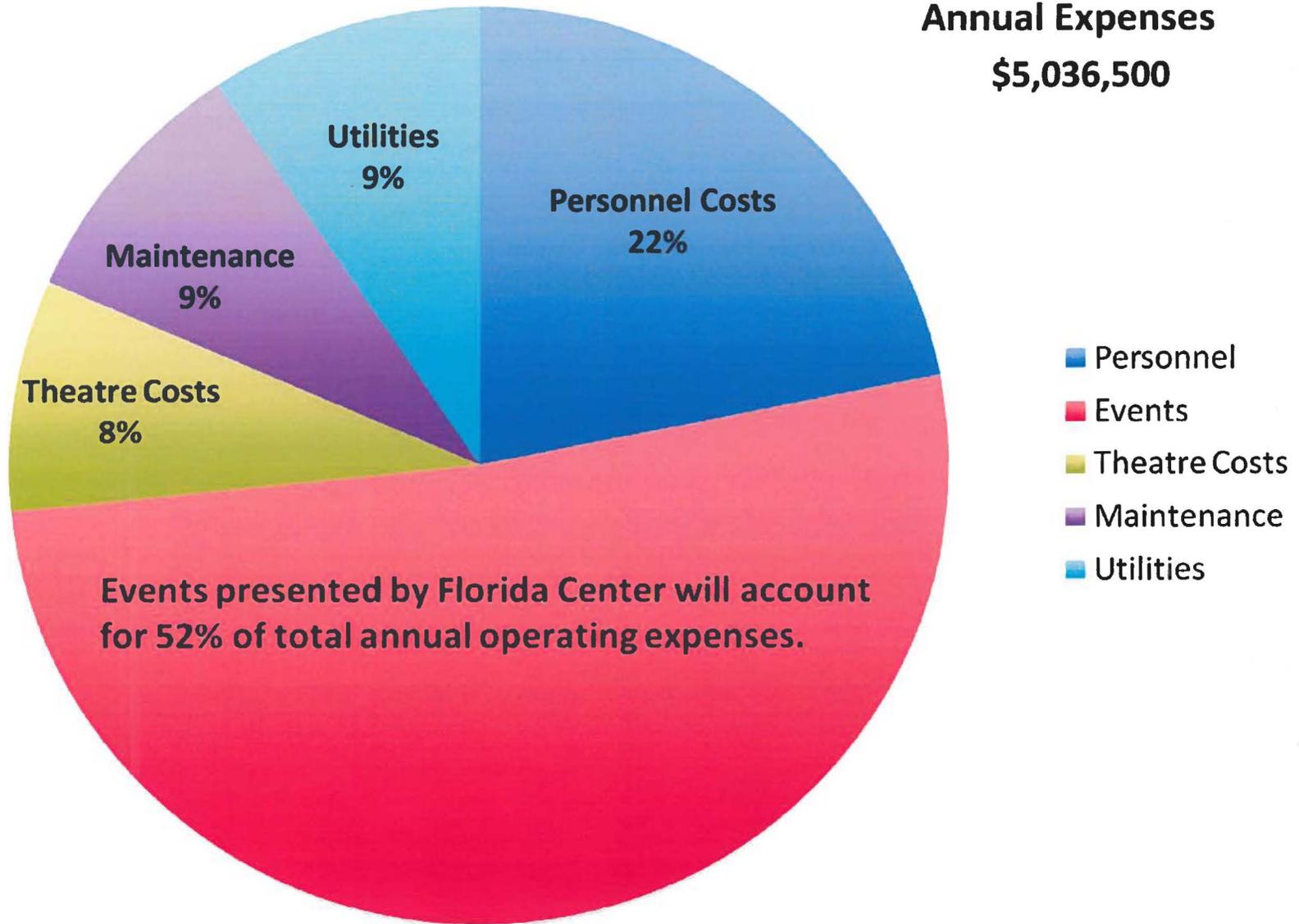
Other Earned includes show merchandise sales and ticket handling fees.

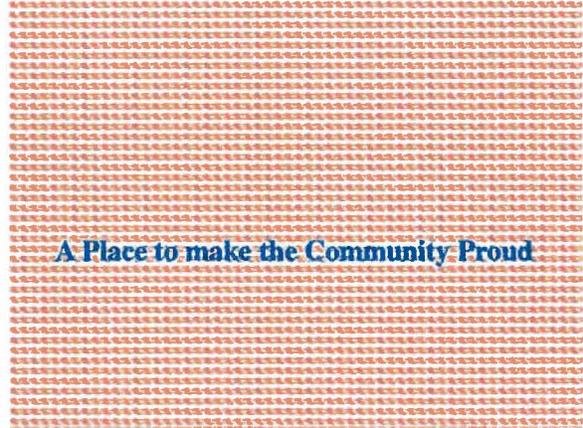
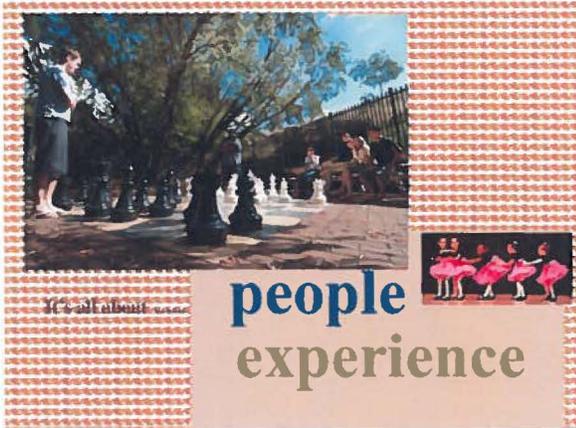
**Annual Revenues**  
**\$5,286,750**

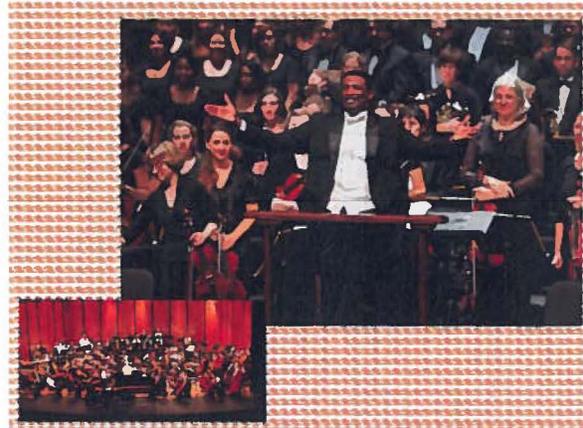


- Tickets
- Rentals
- Food/Drink
- Bed Tax
- Fundraising
- Other Earned

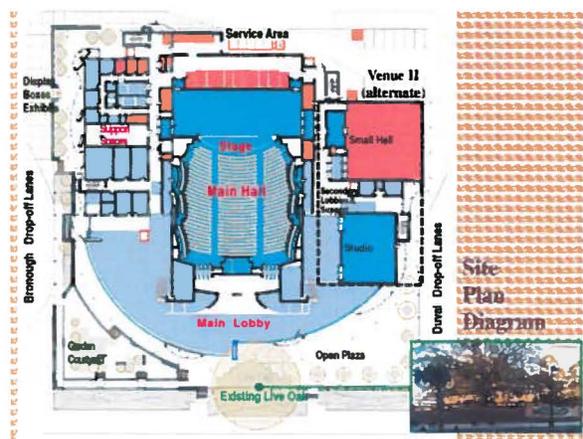
**Annual Expenses**  
**\$5,036,500**







the building  
Reaches Out to the Community





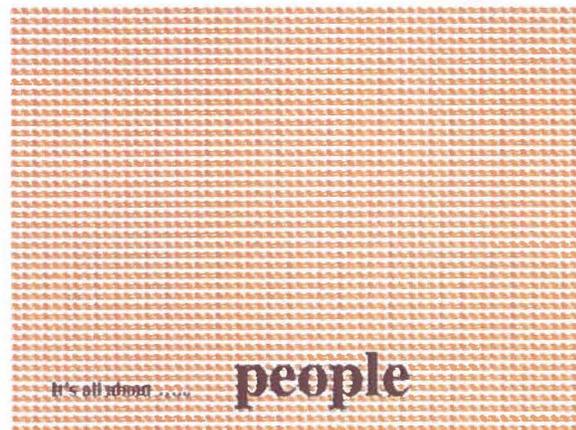
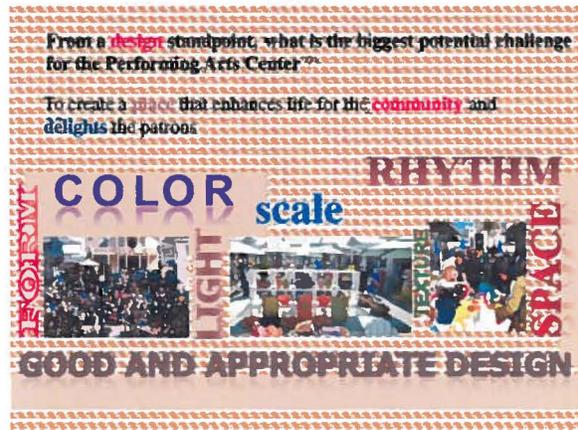
View of the Garden Courtyard



Plaza View from Duval Street



Close-up View of the Plaza



# The Tallahassee BALLET

March 1, 2013

Dear Sales Tax Committee,

For more than 40 years, The Tallahassee Ballet has proudly brought the fine art of classical ballet to the Tallahassee community. Whether it's creating and presenting professional ballet productions to regional audiences, providing quality training of our company dancers, teaching in local after-school programs or offering dance study for all ages in our dance school, The Tallahassee Ballet enhances the lives of area youth by inspiring artistic talent, instilling poise and building character, discipline and self-confidence. It is also integral to the cultural center of our community, attracting residents and new businesses to our great city.

As the President of the Board of Directors for one of Tallahassee's largest performing arts organizations, I can attest that we have diligently researched and sought a place to call our permanent home, both as a creative workspace and performing arts venue. While our partnership with Florida State University has provided the opportunity for The Tallahassee Ballet to bring professional quality productions to its venues, we are often limited. Performing in the renovated Ruby Diamond Auditorium is a privilege, but one that is becoming more and more challenging, as the University must understandably first focus on its own performance venue needs within that space (and within the other smaller performance venues on campus). Also, it is increasingly becoming cost prohibitive for our organization to utilize this venue as they may continue increasing rates making it difficult for us to see any profits from our ticket sales. While Ruby Diamond was undergoing renovations we were forced to seek alternative performance venues and found other options in town were either out of the question for our backstage and house size needs or presented its own unique challenges. For instance, we ended up utilizing the Tallahassee-Leon County Civic Center during those few years that we were out of Ruby Diamond and found that the overhead was at such a premium that we had to sacrifice our live orchestra in exchange for recorded music, which was not at all acoustically pleasing in the venue. On top of which, the cost of parking was a challenge that our patrons had not dealt with in the past and thus these challenges impacted our overall ticket sales for those years. The Civic Center however, was the only viable alternative for our largest production, The Nutcracker.

In addition, The Tallahassee Ballet has long since outgrown the 3,500 square foot facility we currently rent on 3<sup>rd</sup> Avenue. Though we are functioning within the confines of the space, we are limited in rehearsal space, costuming design department and storage, set production storage space, administrative office space and in our school class offerings that enable us to be fiscally stable. We have since had to rent out additional space from a neighboring building for administrative offices and if we don't expand our studio space in the next year we stand to lose thousands of potential dollars from our school enrollment. The Tallahassee Ballet School was added three years when the economy plummeted and is what has sustained us over these last few years even with cutbacks of necessary grant funds, sponsors and advertisers. The funds from the school not only keep us financially stable, but will allow us to grow and fulfill our mission of becoming a full professional company thus enhancing the arts offerings in Tallahassee.

**This letter serves as our official letter of support for the planned Performing Arts Center, as a collaborative and affordable, creative work and performance space for the many arts organizations that make our community a better place to work, play and live. Currently, Tallahassee is among only a handful of capital cities without a performing arts center. And as research in like-sized cities show, a vibrant arts community (with a dedicated performing arts facility) brings great opportunity and interest to our city – fueling the local economy and attracting residents and new businesses to create a vibrant city.**

With your support, The Tallahassee Ballet will be able to continue enriching our community for generations to come. If you have any questions regarding The Tallahassee Ballet, its various programs or this letter of support, please don't hesitate to contact me directly or our Executive Director, Janet Pichard at 224-6917 extension 1 or email [janet@tallahasseeballet.org](mailto:janet@tallahasseeballet.org).

Sincerely,

  
Shannon Grooters  
2011-13 President  
The Tallahassee Ballet Board of Directors  
850-241-8621  
[shannon.grooters@gmail.com](mailto:shannon.grooters@gmail.com)

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Tallahassee, FL 32301  
850.224.0461 PH  
850.222.9092 FX  
[www.tallahasseesymphony.org](http://www.tallahasseesymphony.org)

February 14, 2013

To Whom It May Concern:

On behalf of the board of directors of the Tallahassee Symphony Orchestra (TSO) I write to express our support for the proposed Florida Center for the Performing Arts.

The TSO has been an indispensable cultural asset to this community for thirty years. The TSO is a professional orchestra composed of musicians from the faculty and graduate students at the Florida State University (FSU) College of Music as well as other very accomplished local musicians.

The ability of the TSO to further serve our community has been hampered by the availability of and access to adequate performance space. The TSO is one of very few organizations not formally affiliated with FSU that have been afforded performance space at Rudy Diamond Concert Hall. We enjoy this access, for which we are grateful, because of our close ties with the FSU College of Music. To that end, we are allocated at present five nights each year for performances at Ruby Diamond Concert Hall.

We have requested additional performance dates in order to diversify our programming and to better serve the community, but as a consequence of increasing demand, the College of Music has been unable to accommodate us. As FSU continues to grow, and as the prestige of the College of Music is further enhanced, we anticipate that the demand for the Ruby Diamond Concert Hall performance space will continue to increase. As a result, it is difficult to foresee how the TSO can continue to serve the community without greater access to an assured quality performance space. As you know, there is no other such performance space available in this area.

To secure a more predictable, sustainable future for the TSO, we need performance space that will enable us to realize our ambitious goals to better serve our community. In our view, the ideal performance hall would have at least 1700 seats, would be properly designed for symphonic music, and would have adequate parking. Our research shows we can fill such a hall, and that, in consequence, we could reduce our ticket prices significantly while increasing the number of citizens we serve.

We are committed to securing a stable future for the TSO. We believe the proposed Florida Center for the Performing Arts is essential to that end.

Thank you for your thoughtful and judicious consideration of our support for the Florida Center for the Performing Arts.

Sincerely,



President, Board of Directors  
Tallahassee Symphony Orchestra

## A Survey of local Performing Arts Venues

February 2013

All Medium and Large venues are owned by FAMU, FSU and TCC. There is no community-based performing arts venue in either category. Of the 20 total venues, 13 are owned by FAMU, FSU and TCC with limited availability to community groups, indicating they are at capacity, accommodating the needs within their academic campuses. Further: FSU is poised to take ownership of the Civic Center on July 1, 2013.

<b>Small – 80 to 300 Seats</b>		Rent for Performances/Rehearsal	Rent for Events
Mickey Faust	80 seats	X	X
Southside Arts Complex	110		X
Young Actors Theatre	215	X	
Tallahassee Little Theatre	260	X	X
R. A. Gray Auditorium	250		X – lectures
FAMU:			
Perry-Paige Auditorium	238		
FSU:			
Lindsay Music Hall	100		
Lab Theatre	150		
Fichter Dance Theatre	216		
Dohnanyi Music Hall	218		
Williams (Conradi)	300		
<b>Medium – 350 to 650 Seats</b>			
FAMU:			
Charles Winter Wood Theatre	650		
FSU:			
Opperman Music Hall	450	X	X
Fallon Theatre	492		
TCC:			
Fred Turner Auditorium	495	X	X
<b>Large – 650 + Seats</b>			
Civic Center	13,500	X	X
For Broadway Shows	2,400 to 2,600		
FAMU:			
Al Lawson Center	9,000		
Lee Auditorium	1,200	X	X
FSU:			
Ruby Diamond Auditorium	1,235	X	X
<b>Other</b>			
The Moon	Open space, chairs, tables	X	X

Compiled by Florida Center staff with assistance from the Council on Culture and Arts (COCA)

March 14, 2013

A Summary on engagement with performing arts groups in the Community

Dating back to 2005, The Florida Center has initiated or been involved with efforts to assess the need for a Performing Arts Center in Tallahassee.

More recently, representatives from The Florida Center have reached out to, met personally with, and/or made presentations to the following performing arts groups to solicit their advice, support and engagement with The Florida Center's planning process.

The Artist Series

Big Bend Community Orchestra  
Boy's Choir of Tallahassee  
Capital City Shakespeare  
Capital Chordsmen  
FSU Allies for the Arts (A4A)  
Goodwood Museum and Gardens  
Southside Arts Complex  
Springtime Tallahassee  
Tallahassee Bach Parley  
Tallahassee Ballet  
Tallahassee Community Chorus  
Tallahassee Little Theatre  
Tallahassee Symphony Orchestra  
Tallahassee Youth Orchestra  
Theatre a la Carte  
World Ballet  
Young Actors Theatre

Potential use of the proposed Performing Arts Center and how it will meet a need in our community for local performing arts groups include:

- Rehearsal space
- Performance space
- A place to cultivate patrons and host donor receptions and special events
- A meeting place for regional or statewide professional conventions
- A meeting place for regional or statewide performance competitions

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

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# The Florida Center for Performing Arts

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# The Florida Center for Performing Arts

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 Cliff Thael and Georjean Machulis ~ in honor of Jessica Helen Machulis Thael  
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 Susan Strauss Thompson  
 Glenda L. Thornton  
 Phillip Y. "Tip" Tomberlin, Jr.  
 Bill and Linda Townsend  
 Tri Eagle Sales  
 Charles and Cynthia Tunnicliff  
 Phillip Tunnicliff  
 Dr. Ralph V. Turner  
 Susan Payne Turner  
 Michelle Ubben  
 Uhlfelder and Associates, Inc.  
 Ken Van Assemderp  
 Steven J. and Mary K. Vancore  
 Margaret Van Every and Robert Branson

Alli VanLandingham  
 Susan G. Vanleuven  
 J. Lee Vause  
 Lori O. Vezina  
 Mary Visconti  
 David Vincent, AIA  
 Alison R. Voorhees  
 James B. Wadsworth, Jr.  
 Walsh Consulting & Electrical Services, LLC  
 Tresann Walsh  
 Dr. and Mrs. James Walton  
 Nicholas Warren  
 Suzanne T. Watkins  
 Bernard and Lisa Waxman  
 Sally A. Weatherford  
 Tony and Tanya Weaver  
 Michael Webb  
 Cynthia F. Webster  
 Jamie Weitz  
 The Wellness Center by Dr. Mignon  
 Karen Wendland and Vincent Dix  
 Virginia Bass Wetherell  
 Bill and Ruth Wharton  
 Rodger, Debra, Jennifer and Chris at White's Plumbing, Inc.  
 Sylvia W. White ~ in honor of Terri and Tim  
 Mark P. Whitley  
 Shannon C. Whitley  
 Le Whitney  
 Teresa Beazley Widmer  
 Dr. Jack Widrich Family Foundation  
 Ben and Suzanne Wilkinson  
 Patricia P. Willard  
 Representative Alan Williams  
 Jan and Ash Williams  
 Kim B. Williams  
 Mayda Williams  
 Williams Communications, Inc.  
 Lee and Kathy Willis  
 Cindy and Woody Wise  
 Wood + Partners Inc.  
 Betsy Wood  
 Dr. Larry Wood  
 Jack and Gail Wray  
 Young Actor's Theatre, Inc. ~ Tina Williams  
 Rhonda Wilson  
 Gil D. Ziffer and Gail Stansberry-Ziffer  
 Zimmerman Agency Public Relations  
 Jonathan Zolin  
 Zussy Interiors

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

#### **PACT\*/FRIEND MEMBERS (1078)**

\*(Performing Arts Center Team)

Will Abberger  
Ed Acuff  
Karl David and Michelle Lamar  
Acuff  
Steve Adams, Capital City  
Shakespeare  
Victoria & Branden Adams  
Fred Addonizio  
Maria Jimena Segovia Agrilera  
Bob Akers  
Lisa Dawn Akers  
Ryan Akers  
Akin and Elvira Akinyemi  
Jen Albaugh ~ in honor of  
Paula Smith  
Grace Albritton  
Gail Alexander  
Gary Allen  
Caroline Amy  
Abigail Argersinger  
Ann M. Basset and Jamie Paul  
~ in honor of Mary Margaret  
Mehler  
Martha Asbury and Elizabeth  
Miles  
Christine Allen  
Alpha Xi  
Anthony Andrea  
Jeanie Martin Armstrong  
Ken Armstrong  
Betty and Phil Ashler  
Alan and Nancy Asker  
Rodney Atherton  
Scott Atherton  
Randi and Sam Atwood  
Loranne Ausley  
Kelly Averett  
Nicholas A. Bader  
Dexter Baker  
Lynn P. Baker ~ in honor of  
Paula P. Smith  
William L. Baker ~ in honor of  
Paula P. Smith  
Katie Ballard  
Maddie Ballard  
Robin Ballard  
Sarah Clark Ballard  
Sara Barber  
Tammie I. Barfield and Tom  
Harrington  
Pearce Barrett  
Erin Hope Barker  
Jack Barr

Dr. Lois Bartelme  
Andrew Bascom  
Robert L. Bass  
Ruth S. Bass  
Trish Bassett  
Mr. and Mrs. Larry Baxter  
Louann Bearss LLC  
Otis Jimmie Beck  
Caryn Beck-Dudley  
Fred T. Beckham  
Bill Bess  
Jon S. Beazley III  
Robert W. Beazley  
Bruce and Lytha Belrose  
Bonnie Bengé  
Ashley Bennett  
Nancy Bivens  
Kathleen Brennan  
Jeffrey Burlew  
Jason Beyer  
Bruce Bickley  
Karen Bickley  
Marian Biwer  
Anne Black  
Carrie Blanchard  
Gloria Boisvert  
Mr. and Mrs. Michael A.  
Boland  
Darren Danté Bonner  
Effie R. Boone  
Gavin Boone  
Diana Borbin  
Jan Bordelon  
Kensy Boulware  
Peter Boulware  
Eileen Bourassa  
Donald Bourassa  
Shannon Boyle  
Bailey Bradner  
Bryan Bradner  
Malinda Bradner  
Peggy L. Brady  
Erika Branchcomb  
Allison Brainard ~ in honor of  
Mitchell Bader  
Tom Brandt  
Frank Broen  
Led Brown  
Marina Brown  
Oberley Brown  
Sherwood Brown  
Robbie Brunger  
Queen Bruton  
Brian Bryson  
Mary Bryson  
Caroline Brewster ~ in honor  
of James and Mildred Brewster  
Janet Fletcher Bridges  
William and Shelley

Brimacombe  
Tom and Linda Brinkley  
Edward Alan Brock  
Park Broome  
Erich Brough  
Amanda Lee Brown  
Cheryl and Sam Bruce  
Robbie Brunger  
Chris and Paula Bryant  
Joe Bufkin  
Allen Burbey  
Charlene Rose Burke  
Kim Burkett  
Cassandra Burnhan and  
Robert Gear  
Richard Burton Bush  
Claudia Holland Burton  
John Fletcher Butler  
K. Cain  
Irvin Callahan  
Robin Callahan  
Donna G. Callaway  
Brian and Alison Campbell  
Christopher Campbell  
Richard, Brandi and Marc  
Campbell  
Capital Regional Medical  
Center  
Norine Cardea  
Terri Carden  
Rosalie Carlin  
Christopher Carnes  
Jeff and Edith Carnley  
Jennifer Carrer  
Lisa K. Cashulette  
Marshall Cassady, Jr.  
Richard Cassady  
Colleen M. Castille  
Elizabeth Chambers  
Roger Champion  
Cynthia R. Chapman  
Jane Chapman  
Judson Chapman  
Tonya Chavis  
Gregory J. A. Chelius  
James and Cassandra Chester  
Abigail Beazley Childon  
Anne E. Childon  
Matt and Melissa Christensen  
Jaylen Christie  
Roberta Christie  
Jay Cicone  
Walter Ciliberto  
Mr. and Mrs. George E. Clarke  
Raoul Clarke  
Claire Clements  
Meredith L. Clements  
Ronald J. and Erica Rayner  
Clark ~ in honor of Eric Lewis

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

Rayner  
 Heide Clifton  
 Jennifer Clinard  
 Sonya Cloninger ~ in honor of  
 J. R. (Bob) Cloninger  
 Coach Estates, Inc. - Pace  
 Allen  
 Hillari C. Cobb  
 Lee Cohee  
 Tracey and Jeremy Cohen  
 Maria Z. Cola  
 Anne Coldiron, Ph.D.  
 Steve Coleman  
 Billie Collier  
 Parker Collins  
 Walt and Mary Beth Colon  
 Larry Coltharp  
 Caroline Conway  
 T. Casey Cook  
 Miriam Coles  
 Suzanne Conrader  
 Sue Conte and Gary Sherman  
 Audrey Copeland  
 Jack Cory  
 David and Deborah Coury  
 G. Daniel Covey  
 Valerie and Mitch Covington  
 Louise H. Craig  
 Col. (Ret.) Michael Cramer  
 Carolyn Cramer  
 Thomas Crapps  
 Betsy Crawford  
 Robert Critchlow  
 Ellen Culpepper  
 Al Cuneo  
 Alex and Vicki Cureton  
 John Curry  
 David K. Custis  
 Joan L. Custis  
 John Evans and Virginia C.  
 Dailey  
 John Thomas Dailey  
 Joseph and Barbara  
 D'Annunzio  
 Jewell C. Dart ~ in honor of  
 William C. Dart  
 Charlene Daugette  
 Linda D. Davey  
 Bonnie Davis  
 Brittany Davis  
 Carolyn Davis  
 Connie G. Davis  
 Dwight and Ann Davis  
 Erik Davis  
 Georgia L. Davis ~ in memory  
 of Grace G. Albrecht  
 James H. and Melody H. Davis  
 Kayden Davis  
 Linda Davis

Will Davis  
 Nena Daws  
 James W. Dean  
 Dr. and Mrs. Larry and Jo  
 Deeb  
 Caitlin Dejong  
 John DeLoach  
 Brittany Lee Denmark  
 Christopher Michael Denmark  
 Gary P. and Barbara Denmark  
 Ginny Densmore  
 Mr. & Mrs Tom Derzypolski  
 Design and More Interiors  
 Sharon Devore  
 Allen Dewolf  
 Marc Dick  
 Eddie Dickey, Jr.  
 Elnora Dickey  
 Daniel Dieth  
 April and Ryan Dietz  
 Ruth Dillard  
 Janet Dilling  
 Eric Dillner  
 Duane Dilworth  
 Virginia Dix  
 Jack and Nancy Dobson  
 Pam Doffek  
 Avon and Louie Doll  
 Eliza Healy Dopira  
 Terrance & Roshanda Dorsey  
 JoAnne Claire Doss  
 Frank Douglas  
 Dana Dowling  
 Paul Downing  
 Christopher W. Downs  
 Kristin Dozier  
 Dr. and Mrs. David W. Draper  
 Jodi B. Downs  
 Mimi Drew  
 Paul and MaryAnn Dritchman  
 Dacia Drury  
 Denise Drury  
 Hector Dueno  
 Chris Duncan  
 John Dunn, D. C. and Barbara  
 McNeal  
 Mr. and Mrs. Ralph Durr  
 Mike and Janice Eakin  
 Tony Eaks  
 Allison Earnshaw  
 Lacey Ednoff ~ in honor of  
 John Ednoff  
 Kymberlee Edwards-Chan  
 John and Ellen Ehrenhard  
 Lee W. Elgin, Jr., M. D. ~ in  
 honor of Barbara Y. Elgin  
 Darla and David Elkins  
 Mark Elliott  
 William Elliott

D. C. Enfinger III  
 Lesli Engel  
 Grady Enlow and June Dollar  
 Paul and Glenda Erickson  
 Gordon Erlebacher  
 Judy Etemadi  
 Jeff Evans  
 Rosemary Evans  
 Leah Evanson  
 The Eyman Family  
 D. G. Fagen  
 Tony and Suzanne Sponner  
 Faulk  
 Marlene Falmlen  
 FAMU – FSU College of  
 Engineering  
 FASTSIGNS ~ in memory of  
 Mary Lee Eagen  
 FASTSIGNS ~ in honor of  
 Zimmerman Agency  
 Bill Ferguson  
 Jennifer Fernandez  
 Laura Figo  
 Janet Findling  
 Dr. Dennis Fiorini  
 Valerie Fitzpatrick  
 Bert and Denise Fletcher  
 H. Max Fletcher, Sr. ~ in  
 memory of Kathryn McFarlin  
 Fletcher  
 Olivia Florea  
 Carlisle Floyd  
 Allison K. Fogt  
 David R. Foley  
 Kelly and Alex Folmar  
 Barbara Ford, M. Mus.  
 Call Ford  
 Molitor Ford  
 Mr. and Mrs. Mott Ford  
 Proctor Ford  
 Drs. Michael and Jana  
 Forsthoefel  
 Joe Foster  
 Elizabeth Fowler  
 Bill Francis  
 John Frazier  
 Pam Fredrick  
 Hayden Rhys Frey  
 FSU University Relations  
 Mildred L. Fryman  
 Daniel L. Fulmer  
 Holli Fulmer  
 Heather Fuselier  
 Robby Fuselier  
 Susan Gale  
 Anna D. Gallagher  
 Susan Garcia-Solis  
 Mark and Sara Gargiulo  
 Patricia Garner

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

Cristie Garrett  
 Gail F. Garrett  
 Beverly Garrett  
 Amity Gay  
 Dana Comfort Gay  
 Rylie Joyce Gay  
 Hester and John Gehrm  
 Elizabeth George  
 Erasmo G. Gerato  
 Kendall Anne Gibson  
 David Gilchrist  
 Bruce Gillander  
 Gail Gilman  
 Ellen Girvin  
 John W. Girvin  
 Marie Girvin  
 Rose Glee  
 Sharon Gordon-Girvin  
 Kenny Givens  
 Owen and Chrys Goodwyne  
 Dr. Dave and Hayley B.  
 Gowan  
 Tom Graham  
 Kelly Graves  
 Arlg Gray  
 Eddie & Libby Gray  
 Estella V. Gray  
 Kim Gray  
 Mary Anne Gray  
 Ben Graybar  
 Dot Jean Green  
 Mary Frances Green  
 Patricia Greene  
 Emelie M. Griffin  
 John Griffin, Jr.  
 Patricia Griffin  
 Nancy Gisson  
 Lorie Grooms  
 Joline Groot  
 Russell and Susie Grosvenor  
 Dave Groves  
 Tonja Guilford  
 Gulf State Community Bank  
 Janell Gushlaw  
 David Gussak  
 Laurie LoRe Gussak  
 Laurie Grubbs  
 GVA Advantis  
 Bill Haley  
 Lisa Hall  
 Mike Haman  
 Mitch Hamlen  
 MaryAnn Hancock  
 Molly F. Hanerty  
 Gary and Dee Hansen  
 Scott and Meegan Hanson  
 Angela Y. Hardiman-Cole  
 Kimberly K. Harding  
 Claudette Harrell

John and Sharon Harris  
 Frank E. and Nancy F.  
 Harrison  
 Jennifer Harrison  
 Eric E. Hartwell  
 Eddie Hatch  
 Mary J. and Charles Harvey  
 Sallie Hasemeier  
 Jeff Hayes ~ in memory of  
 Leroy and Agnes Hayes  
 Hillary Haythorn  
 Julia Brooke Haythorn  
 Patrick Healy  
 Amanda Heidecker  
 James Heinis  
 Stella Ingrid Rose Heintz  
 Tracey Hellgren  
 Bev Henderson  
 Stephen Henderson  
 Carolyn Henne  
 Danny and Linda Hill  
 Phil Hill  
 Portia Lundy  
 Richard Hilliard  
 Jennifer Smith Hoelsing  
 Ginger Hoffman  
 Rebecca J. Hogg  
 Dr. Liz Holifield  
 Patricia Holliday  
 Elizabeth Holm  
 Robert H. and Suzanne Hollar  
 Hotel Duval  
 Kathy and Bill Horn  
 Edward W. Horan  
 Kerry Howell  
 Winston Howell  
 Yvonne Howell  
 Valerie Hubbard  
 Daryl & Cinday Huffman  
 Shannon F. Hughes  
 Amanda M. Humphress  
 Laura Ann Humphress  
 Patrick E. Hurley  
 Tyler Huston  
 Raymond Isham  
 Eboni Aya Jackson  
 Mr. and Mrs. Greg and  
 Alexzina Jackson  
 Pat Jackson  
 Terri Jackson  
 Ennis Jacobs  
 Leon Jacobs  
 Steve Jacobsen  
 Darcey Jameson  
 Jan Jarrett ~ in memory of  
 Jack and Lois Eichinger  
 Dukaherson Jean  
 Shamika T. Jenkins  
 Chris Jensen

Emory and Dorothy Johnson  
 Ivan Johnson  
 Joe & Cindy Johnson  
 Michele Johnson  
 Patricia L. Johnson, Ph.D.  
 Robin Johnston  
 Stefanie Johnston  
 Anne Wrenn Jones  
 Bobby and Alicia Jones  
 Charles S. Jones  
 Kiffani Jones  
 Ray Jones  
 Alan Kagan  
 Dubravko Kakarigi  
 Kristie Kaplan  
 Kaye Kendrick  
 Cynthia Kimble  
 Matt Kirchharr  
 Jennifer Klama  
 Katrina Klaproth  
 Freddy Kaye  
 Lettie Keen  
 Deb Keller  
 Kim Keller  
 Jean Kellog  
 J. Eugene Kelley, Jr.  
 Claire Kelly  
 Andrew and Michele Keltner  
 Brooke and Arthur Kennerly  
 David V. Kerns  
 Roger & Diane Kesling  
 Jerry and Neva Kidd  
 Kidd Group  
 Paula E. Kiger  
 Jeanne Kimball  
 Barbara King  
 Ellen King  
 Dr. and Mrs. Todd King  
 Patti Kinsey  
 Byrson and Elizabeth Kirk  
 Srinivasa Kishore  
 Edward Knowles  
 Paul Knowles  
 Anne M. Knox  
 David Konuch  
 Jimmy Kontos and Ashley  
 Townsend  
 Diana Kochersperger  
 Betty Ann Korzenny  
 Sarah Kosturko  
 John Kraft  
 Dr. Nelson and Bobbie Kraeft  
 Stacy Kramer  
 Dan Krassner  
 Kenneth Kronholz, D. Mus.  
 Lenny Krzychi  
 Dr. Larry Kubiak  
 Elizabeth Langgle  
 Daniel Lake

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

Susan Laseman  
 John A. Lauder III  
 Wilma B. Lauder  
 Scott and Rachel Lawley  
 Barbara and Joel Lay  
 Kelly Layman  
 Leadership Florida  
 Jim Ledbetter  
 Margaret Lee  
 Mary Myeong A. Lee  
 Noreen LeGare  
 Currie Leggoe  
 Mark Aaron Levine  
 Andrew T. Lewis  
 Emily A. Lewis  
 Mason T. Lewis  
 Terry Lewis  
 Debbie Lightsey  
 Mary Ann Lindley  
 Marc Lingle  
 Tina Lipford  
 Lauren Lipton  
 Jonathan Livingston  
 Steve Lohbeck  
 Edie Lovingood  
 Kasey Loingood  
 Frances C. Lowe  
 George, Emily and Malcolm  
 Luke  
 Christina Lynch  
 Chelsey Lynn  
 Dr. Susan Lynn  
 Nick Maddox  
 B. C. and C. B. Mac Farlane  
 C. J. Macfarlane  
 Nystrand Magee  
 John and Barbara Mahoney  
 Ruben Malan  
 Mr. and Mrs. Don Manausa  
 Ralph and Sue Mancuso  
 MarketDone ~ Deanna Mims  
 Lydia Markley  
 Jeanie Martin-Armstrong  
 Nelson Matabhik  
 Hananel Mavity  
 Mosisah Mavity  
 John Maxwell  
 Liss Maxwell  
 Emory L. and Autumn B.  
 Mayfield  
 Pat Maykuth, Ph.D.  
 Blan McBride  
 Harry McCall  
 Lori McCall  
 Harriette Martin McCarter  
 Austin McCord  
 Fred L. McCord & Flecia  
 Braswell ~ in memory of Patty  
 Hill Smith

Fred McCord, Jr.  
 Joy McCord  
 Kim McDougal  
 Jessica McGrew  
 Lee and Bonnie McHugh  
 Katrina McLendon  
 Judi McDowell  
 Saundra Mc Faddon ~ in  
 honor of Saundra Thomas  
 Arnold McKay  
 Meredith and Elsa McKinney  
 Julianna McLendon  
 Diane McMichael  
 Colleen McQuone  
 John Medina  
 Sheila Meehan & Eric Draper  
 Gabriela Mendizabal  
 Karen Mercer  
 Merrill Lynch and Company  
 Foundation, Inc.  
 Nancy Messer  
 Dan Mikell  
 Erynn Millard  
 Drew & Cindy Miller  
 Nancy Caire Miller  
 Hayne Miller  
 Lindsay Miller >br> Mary Call  
 Miller  
 Mr. and Mrs. Rollins Miller  
 Rollins Miller  
 Bill and Joanne Milford  
 S. G. Mills  
 Kaitlin and Wanda Mitchell  
 Paul Mitchell  
 Laura Mock  
 Mike Mock and Naomi Rose-  
 Mock  
 Meg Moneyham  
 Charles & Lynn Moore  
 Jacob A. Money  
 Andrew Moore  
 Scott, Nicole and Ayden Moore  
 Dr. and Mrs. Bert Morales  
 Janet Morgan  
 Christopher and Laure  
 Mulrooney  
 Timothy Myers  
 Troy Najour  
 Monica Nash  
 Dan Nelson  
 Terry C. Nelson, Jr.  
 Todd A. Nelson  
 Matthew C. Newbury  
 Barbara Newell  
 Emma Elizabeth Newton  
 William Trent Morehead  
 Newton, Jr.  
 Will and Karla Newton  
 Judy Nicholas Etemadi

Diane Nichols  
 Lee Nichols  
 Lisa Nichols  
 Randy Nicklaus  
 Jo-Anna Nieves  
 June Noel  
 Christy Noftz  
 Jordan Nowlin  
 Frances Katherine Ochs  
 George Elliott Ochs  
 Dr. and Mrs. George C. Ochs  
 Peter Okonkwo  
 Oghenekome U. Onokpise  
 Mr. & Mrs. Mike O'Farrell  
 Dr. Lynn Bunch O'Neill  
 Rick Oppenheim and Stefanie  
 Graves  
 Robert Ori in memory of  
 Rebecca Wilson Armstrong  
 Anneliese Oppenheim  
 Kim Ortloff  
 Perry Osborn  
 Virginia Osborn  
 Chris Oscar  
 Audra Oven  
 Susan C. Owens  
 Irene Padavic  
 Don Parks  
 Callie Parramore  
 Michelle Parramore  
 Christine H. Parrish  
 Michael M. Parrish  
 Debi Paschal  
 Al Pasini  
 Joan Patterson  
 Beth Paul  
 John Paul  
 Andrew F. and Elizabeth T.  
 Payer  
 Barbara Peacock  
 Brianna Peacock  
 Brittany Peacock  
 Courtney B. Peacock  
 Sonny Peacock  
 Ruel L. Peacock, Jr.  
 Krystyn Pecora  
 Steve Pennington  
 Cheryl Pepper  
 Virginia and Earle Perkins  
 Lauren Perman  
 Beth Perrine  
 Charles and Lisa Perry  
 David Roswell Perry  
 Jeffrey Cady Perry  
 Olivia Louise Perry  
 Denise Personett  
 Nancy J. Peters  
 Sandy Peters  
 JuDee Pettijohn

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

Ellen Peyton  
 Carol D. Phillips-Johnson  
 William Phillips and John Robey  
 Amy Piland  
 Vanessa Pinto  
 Kevin Plunkett  
 Richard Polangin  
 Kaki Pope  
 Audrey Post  
 Mitch Potter  
 Kaity Power  
 Woody Price  
 Betty and Julian Proctor  
 Clay Proctor  
 Mr. and Mrs. Collins Proctor  
 Collins Proctor, Jr.  
 Holland Proctor  
 Mr. and Mrs. Palmer Proctor, Jr.  
 Palmer Proctor III  
 Sarah Brevard Proctor  
 William Proctor  
 Louise Putney  
 John Quarrier  
 Glenn S. Quintanilla  
 Melanie Quinton  
 Robert B. Rackleff  
 Laura A. Rand  
 Howard Randolph  
 Wilhelmina Randtke  
 David B. Ramsay  
 Don and Patsy Rapp  
 Lorie Ray  
 Richard H. and Dorothy Rasmussen  
 Chris & Jen Reece  
 Syrheda Reed-Leo  
 Craig Reeder  
 Jamie Reddings  
 Nancy Repplinger  
 Amy and Steven Reznik  
 Dave and Marla Rheel  
 Keisha Rice  
 Barry Richard and Allison Tant  
 Richard  
 Dorothy Richter  
 Randall Richter  
 Deshea Finn Rimes  
 Joseph Riopel  
 Ann Ryals  
 Susanne and Don Reynolds  
 Keith Roberts  
 Sandy Roberts  
 Timothy Roberts  
 Kelly Robertson  
 Carey and Michelle Robinson  
 Brian Rode  
 Alicia Romance

Eileen Rose-Thomas  
 Skip Rowley  
 Maxine Ruggles  
 Phillip Ruggles  
 Jennifer Rupert  
 Claudia Sachs  
 Dr. Ron and Tere Saff  
 Rebecca Sager  
 Christie Sain  
 Sakurai and Engstrom Family  
 Darin Saley  
 Salter ~ Mitchell  
 Gary and Ruth Sams  
 Sassy Sue's  
 Rick and Amelia Savage  
 W. Paul Sawyer  
 Julianne Schmidt  
 Lisa Scoles  
 Karol Selvaggio  
 Betty Serow  
 Tony Shah  
 Ann Shahawy  
 Karusa Sharpe  
 Jennifer and Alan Shelby  
 Sandra Schmid  
 Annella K. Schomburger  
 Ronald J. Schomburger  
 Loran and Liane Schrader  
 Dr. & Mrs. J. Brian Sheedy  
 Richard Shelfer  
 Violetta Shekinah  
 Mrs. Carol Sheppard  
 Pastor Jeanette Sherrill  
 Gene Sherron  
 Brett Shields  
 David Shoemaker  
 Susan Shoemaker  
 Catherine Shoultz  
 Petra Shuff ~ in memory of  
 Mr. and Mrs. John W. Shuff, Jr.  
 Alan Joseph and Dr. Alexandra Penn Sim  
 Dr. Bud Simpson  
 Carol R. Simpson  
 David and Deborah Simpson  
 Jennifer Simpson  
 Will Simpson  
 Dr. William G. Simpson  
 Andrew Siskind – Canopy Roads Photography, LLC  
 Dot Skofronick  
 Alex Smith  
 Betty L. Smith  
 Bill Smith  
 Bonnie and Harvey Smith  
 Christian David Smith  
 Clara Jane Smith  
 Emily T. Smith

Mr. and Mrs. Donald H. Smith  
 Fran W. Smith  
 Harbert Smith  
 Jan Smith  
 Kathleen and David Smith  
 Kathleen Eloise Smith  
 Margaret (Bebe) H. Smith  
 Murray Smith  
 Nevins Smith  
 Dr. and Mrs. Orson Smith  
 Rebecca Brady Smith  
 Jan Soto  
 Naomi Stott  
 Richard Street  
 Dr. and Mrs. Stuart C. Smith  
 Suzanne Marie Smith  
 Rooine Sodossi  
 Jeannie Sole  
 Matt Solomon  
 Ed and Patricia Spooner  
 Joseph Spooner and Emily Bell  
 Larry Spalding  
 Judi and Bill Spann  
 Mary W. Spooner  
 Lisa Sprague  
 Carol Sprin  
 Shawn Stack ~ in honor of  
 James Arron Moffat  
 Jamie and Kerry Stafford  
 Patricia Stanley  
 Mandy Lou Stark ~ in honor of  
 Jon A. Stark  
 Stam Stathis  
 E. Brian Staub  
 Betty J. Steffens  
 Mildred Stephenfield  
 Martha Stewart  
 Jim Stidham  
 Adam Straubinger  
 Allison E. Stribling  
 Michael Stiles  
 Marci J. Stringer  
 Hilda Strom  
 Larry Strom  
 Alan Strowd & Carla Schmidt  
 Jane Stroud  
 Adelaide M. Suber  
 Karl L. Suber  
 Pat Suber  
 Samantha Sugerman  
 Zack Sugerman  
 Julia M. Sullivan  
 Timothy and Donna Sullivan  
 Ken Sukhia  
 Susan and Chris Swick  
 Sean Tabor  
 Ms. Eva Tacot  
 Dr. Jesse and Merry Beth Taintor ~ in honor of Walter

# The Florida Center for Performing Arts

## Member List as of 3-6-13 – Total Members

### 1,903

Merial Greff and Dr. Charles  
Wilson Taintor  
Marilyn Tait  
Tallahassee Brass Quintet  
Press  
Kathleen and Bud Taylor  
Kristin Taylor  
Suzan Taylor  
The Party Line  
Alphonso Thomas  
Andre Thomas  
Rex Thomas  
Allen Thompson  
Holly M. Thompson  
Joanna Thompson  
Susan Thurmond  
Claire Timm  
Diane Pulignano Toole  
Giles Toole  
Michelle Touney  
Hal G. and Susan Busch  
Transou  
Sophia Transou  
Robert and Vivienne Treharne  
David and Françoise Tripp  
Valerie Trujillo  
Charles F. Tunncliffe  
Carol Turner  
Eleanor Turner  
Carl and Mercedes Updyke  
Manuel Utset  
John Vakarietis  
Colette Vallee  
Katharyn Van Petten  
Jed Varnedoe  
Frances Vereb  
Patricia Vest  
Christina Villaverde  
Bailey Vochatzer  
Jenna Vonsee  
Dana Ashley Walker ~ in  
memory of Pearl Walker  
Mr. and Mrs. Doug Walker  
Julie Walker  
Shanna Walker  
Hunter Walsh  
Nikki Walsh  
Shelbi Warner  
Annette Washington  
Dr. Arthur C. Washington  
Ben and Joy Watkins  
Julie Watson  
Bill Webb  
W. S. and Gayle Webb  
Clint and Ashlee Weber  
Vivian Weber  
Website Diner, LLC  
Donna Wells  
Luther D. Wells

David Wengert  
Audrey Wendland  
Kristin Wendland  
Emily Westfall  
Drew and Carol Whitaker  
Cleveland White  
David White  
Joel B. White  
Andrew E. Williams  
Barbara and Dennis Williams  
Carol Ann Williams  
Debbie Williams  
Frank Williams  
Henry L. Williams  
Johanna Williams  
Shelia L. Williams  
Sue Williams  
Nathan and Claire Williamson  
Lloyd and Carol Willingham  
Kathy J. Willis ~ in memory of  
Thelma Hebda  
Marilynn Wills  
David Wilson  
Denise A. Wilson  
Jordan Wilson and William  
Jacobs  
Mark E. Wilson  
Martha Wilson  
Rob and Jan Wilson  
Mark Wingate  
Susie Winhelm  
Mary Winn  
Woody Wise  
Nia Witherspoon  
Micki Woodall  
Elizabeth Woodsmall  
April Woodward  
Patricia L. Woerner  
Jennifer D. Wolf  
Michael Wong  
David and Rose Marie Worley  
Jeffrey L. Wright  
Richard Wright  
June Wright  
Vicky Wright  
Valerie Wulf  
Ashley Wurm  
Lindsay Wurm  
Sandy and Mark Wurm  
F. James Wylie Kelly Wynn  
Charles R. Yates  
Jamie and John Yeargen  
Terry Jacoby Young  
Wanda Zubr

# A Comprehensive Plan for Job Creation and Student Career Success

at

Florida State University

September 2013

## Prospectus

Florida State University is implementing a seven-point comprehensive plan to expand our current efforts to promote the career success of our students and to create jobs through economic development and innovation:

The implementation includes:

### 1. Creating a Culture of Entrepreneurship

Florida State University is actively transforming its culture, becoming a truly entrepreneurial university by

- opening the College of Business to other majors,
- hiring faculty who are “professors” by virtue of practice and experience in developing products and building companies,
- creating successful partnerships between “inventors” and potential entrepreneurs,
- advancing competitions that support new licenses, new processes, and startup companies,
- creating a FSU-branded platform that attracts investors, and
- creating a student innovation foundation that enables student entrepreneurship.

Our objective is a culture change that promotes the transition from invention and creativity to the marketplace, while simultaneously ensuring student success.

### 2. Promoting patents, licensing, and startup companies

Florida State University is enjoying record-breaking success in promoting patents, licensing and startup companies. However, new opportunities for public-private partnerships promise even greater success.

### 3. Investing in Innovation - promoting job creation and student experiences leading to career opportunities

Universities have the difficult challenge of predicting market changes and student career opportunities four to five years into the future, but an analysis of available data suggests a two-fold approach to investment:

- a focus on increasing our quality and national ranking, which is correlated nationally with job success and higher starting salaries, and
- careful investment in areas that are sufficiently innovative that they will create market growth and career opportunities for our students.

#### 4. Economic Development in the Tallahassee region

Florida State University is becoming increasingly engaged in the economic development in our region and the State. Our approach is three-fold:

- participate at a high level in economic development councils and chambers,
- incubate start-up companies based on FSU intellectual property, and
- help transform the region as a destination and as a community that attracts businesses.

#### 5. Accessing the Power of a FSU, FAMU, TCC Partnership

Tallahassee has three unique higher education institutions within a 5-mile radius, which together offer an extraordinarily broad set of degree and associate degree opportunities. We have agreed to work together to promote economic development. Together, we are committed to providing the workforce needs of any company that locates within our region and we are ready to be at the table in recruiting new companies to Florida. The power of the three institutions in attracting new business opportunities to the region and to Florida has not been tapped, yet the potential is enormous.

#### 6. Embedding Student Career Success in the Curriculum

Florida State University proposes to ensure that every student recognizes and understands the career opportunities, types of employers and salary potential of every major, that career success is embedded in our curricula, and that we provide the types of experiential learning that promote student success. We have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.

#### 7. Advancing Career Readiness through the Career Center

Florida State University has a highly regarded Career Center dedicated to ensuring career readiness and promoting career success. As student demand grows with the University's increased commitment to student career success, we propose to expand our programming and fully engage our alumni in promoting student success.

Some elements of this plan are focused largely on job creation while others are focused more on student career success. However, every effort to focus on job creation aids in student success, and our effort to promote student career success creates a focus that crosses the university. In concert, these seven areas of focus will have a transformative impact on the students at Florida State University and on the economic development of Florida and our region.

## 1. Creating a Culture of Entrepreneurship

**Florida State University is actively transforming its culture, becoming a truly entrepreneurial university by opening the College of Business to other majors, hiring faculty who are “professors” by virtue of practice and experience in developing products, new processes and building companies, creating successful partnerships between “inventors” and potential entrepreneurs, advancing competitions that support new licenses and startup companies, creating a FSU-branded platform that attracts investors, and by creating a student innovation foundation that enables student entrepreneurship. Our objective is a culture change that promotes the transition from invention and creativity to the marketplace, while simultaneously producing student success.**

The University is focused on six major objectives:

### 1.1 Open the College of Business to other majors

Business colleges across the country have large numbers of students and consequently very little incentive to open their doors to non-business majors. Yet, for nearly every major, a background in business would promote career success. For example, companies that hire engineers indicate that an engineering major combined with a business minor would create a stronger employee, because these employees would be more aware of corporate needs and objectives in the development of ideas and products. Even in fields such as music, an ability to market oneself and “fill the house” may make the difference between an avocation and a vocation, even for a gifted musician.

Many of FSU’s alumni have created companies that have little connection to their major, and they have done so the hard way - without the benefit of a foundation in business. It is time for higher education to enable students to gain business acumen, regardless of major. For this reason, Florida State is opening the doors of the College of Business to any major for a 12-credit course of study leading to a minor in Entrepreneurship. We have hired the first faculty members specifically for this purpose, and more faculty will be added as demand grows. This is a transformative step in the potential career success of our students.

### 1.2 Entrepreneurs-in-Residence

There is a considerable benefit to having our students learn from individuals who are “professors” by virtue of practice and experience. Consider again the example of the student seeking an engineering degree who now has the benefit

of having a faculty member who is an engineer but comes from the private sector – after creating patents, licensing products and building companies. These individuals have the capability to enhance the business education of the student, specifically using engineering-based experiences in the classroom, taking an active role in business plans, and enabling the student incubator. Florida State University is in the process of hiring such “entrepreneurs-in-residence” throughout our system of colleges. Every college has requested the ability to hire at least one entrepreneurs-in-residence. The Provost and Executive Vice President is working to promote coordination among all of the entrepreneurs-in-residence and College of Business programs such as the Jim Moran Institute.

The hiring of entrepreneurs-in-residence will have considerable benefit in terms of career success and career readiness. There will be an added benefit - our faculty and students will gain an in-house expert on taking ideas to the marketplace. The hiring of entrepreneurs-in-residence was specifically supported through Preeminence funding from the Legislature and the Governor for Florida State University.

### 1.3 Partnerships across colleges

Florida State University pioneered a concept called “chempreneurs,” which joins Chemistry graduate students (individuals with ideas and potential products but little business acumen) with Business undergraduates (individuals with a considerable interest in taking products to the marketplace but little insight into the potential innovations coming out of the field of chemistry). This partnership promotes entrepreneurship as well as career success at the graduate and undergraduate level. FSU intends to systematically fund this partnership in other areas based on the success of chempreneurs. As partnerships grow, the University will become more efficient in leveraging the expertise and talents from across the University.

### 1.4 Competitions

Financial rewards, that recognize success and enable the development of start-up companies or new licensing agreements, incentivize faculty and students to go beyond discovery and take an idea to the marketplace. The FSU Office of IP (Intellectual Property) Development and Commercialization has a GAP program (the “gap” between laboratory to the marketplace) that commits \$250,000 + a year to promote licensing and startup companies, and provides incubator space for promising start-ups. The number of entrepreneurial competitions is growing for our undergraduate population. For example, the College of Communication and Information is creating an IT incubator, and we have a new multidisciplinary DIGITECH week that promotes and rewards the development of digital technology applications, and a campus-based competitive fair *inNOLEvation*. The College of Business has also introduced a shark tank (a process of having young entrepreneurs pitch their ideas in front of potential investors). Although these programs are increasingly successful, Florida State University is seeking additional funding to broaden the opportunities for faculty

and students. A major objective is to access private philanthropy so we can incentivize entrepreneurship broadly across the campus.

### 1.5 Attracting Investors

Ultimately, the success of FSU-related start-ups will depend on the ability of our ideas and inventions to attract angel investors and venture capital. Florida State University intends to promote investment in our intellectual property created by faculty and students. We propose to build a FSU branded platform (using commercially available software or public-private partnerships) that provides both a format for proposals and access for potential investors. By creating a venue for ideas, FSU can open the door to investors in a systematic manner (e.g. to a Tallahassee region angel group, or to our 300,000+ alumni who register, or more broadly).

### 1.6 Student Innovation Foundation

As we challenge students to become entrepreneurial and to create business ventures, many will view their fellow students as a logical market for their ideas. Our experience indicates that these business proposals may intersect with other University contracts and agreements, laws that cover state agencies, or have legal ramifications (e.g. liability insurance) or even seek access to students where access is currently controlled (e.g. residence halls). The likelihood of a business proposal being blocked grows with the number of offices within the University that must approve a proposal. Every request outside of current policy adds to the workload, and bumps up against a resistance to set new precedents. For this reason, FSU has created an Innovation Foundation (not yet staffed) where students can take their ideas to a professional staff – go through an assessment – and then, if warranted, the student entrepreneurs can receive a green light for University for approval. The objective is to cut through red tape and create greater potential and opportunity for approval. The Innovation Foundation is designed to accept gifts that will promote student entrepreneurship, and has the potential to enable energetic students to launch successful careers.

In concert, the six areas of emphasis on entrepreneurship that are described above promote partnerships that join individuals with ideas with those who can take the ideas to the market place (“every great inventor needs a great entrepreneur”) and facilitate and incentivize entrepreneurship. They represent a true culture change on a university campus, and will have a substantial impact on the career success of our students, and on the potential of Florida State to create job growth.

## **2. Promoting patents, licensing, and startup companies**

**Florida State University is enjoying record-breaking success in promoting patents, licensing and startup companies. However,**

## **new opportunities for public-private partnerships promise even greater success.**

Florida State University has a deliberate approach in translating intellectual property to the marketplace and it is clearly working. However, we are moving in several areas to accelerate the process. The FSU process begins with a large number of invention and creative work disclosures. This set of disclosures is the basis for filing of patent applications that result in new patents, which are then the basis for marketing new licenses and creating startup companies. Startup companies tend to be the riskiest. During the last three years, FSU had a higher disclosure rate than any prior three-year period (statistics compiled since FY 2000). The number of patents over the three-year period satisfied the 12<sup>th</sup> Preeminence metric for Florida State (the number of patents was the only Preeminence metric that FSU did not meet last year). We have a record number of 124 patent applications pending, we received a record number of patents (43) as well as a record number of new licenses (15; with five additional licenses in progress) and we initiated a record number of new startup companies (4).

FSU typically awards GAP funding in a competitive process to create startup companies, about a third of which occupy leased space enabled by the Office of Research. In addition, we seek licensing and option agreements with the private sector to assess intellectual property and take our inventions and creative works to the market. Despite record numbers, FSU is working to accelerate this process. We are working to create a unique public-private partnership through the formation of a LLC that will hire the expertise to attract investors and develop proposals for small business administration funding (SBIR and STTR) in order to advance our technology to the level of product delivery and to create additional royalty income for the university. This now creates three mechanisms for taking intellectual property to the market: (1) university incentivized startups, (2) direct partnership with companies, and (3) a private sector partnership designed to attract dollars for applied research and development leading to the delivery of a product. FSU is also active in promoting Florida's Institute for Commercialization of Public Research, which finances loans to startups as an additional acceleration mechanism. Like many universities, Florida State University also offers a Sneak Peek - an opportunity for investors to gain a first look at FSU creative works.

In addition, FSU is proposing to develop a team to study startup companies generated by universities since 1980, using 150 universities as the source of data for generation of startups, creation of jobs, and paths to the marketplace.

### **3. Investing in Innovation - promoting job creation and student experiences leading to career opportunities**

**Universities have the difficult challenge of predicting market changes and student career opportunities four to five years into the future, but an analysis of available data suggests a two-fold**

**approach to investment: (1) a focus on increasing our quality and national ranking, which is correlated nationally with job success and higher starting salaries, and (2) careful investment in areas that are sufficiently innovative that they will actually create market growth and career opportunities for our students.**

The potential career opportunities for students are an important factor in determining the new areas for faculty and program investment. Most career opportunities reflect current U.S. and global economic conditions, and experience additional fluctuation based on demand in various market sectors. In contrast, University training is (at a minimum) a four-year endeavor. It is notoriously difficult to predict economic conditions and job demand by major or sector four years in advance. And, universities should focus on lifetime career goals. Still, several insights can be gained from an analysis of salary and unemployment data (e.g. Georgetown University Center on Education and the Workforce, [payscale.com](http://payscale.com), earning power and rankings reported by the *Wall Street Journal* or *Business Insider*, and Michigan State's "Collegiate Employment Research Institute"):

- Institutional rank matters, and consequently degrees in a major at a highly ranked university tend to yield higher salaries than the same degree at lower ranked universities.
- The subject you major in is well-correlated with starting salaries but, in many cases, has less correlation with long-term earning power. Several AA degrees have relatively high starting salaries, but then the salaries stagnate, while the earning power of university degrees continues to grow. In addition, there are differences in starting salaries based on gender and race, and economic background.
- The lowest starting salaries tend to be in agriculture, fine arts, education (including teaching and early childhood education), military service, counseling, library sciences, theology and religious studies. Many of these fields have historically low starting salaries, despite their value for quality of life (e.g. education, theology, and the fine arts), state economies (e.g. agriculture), or the national defense.
- Currently the highest paying starting salaries are in electrical engineering, materials sciences, mechanical engineering, military technologies (although this field has a high unemployment rate), petroleum and natural gas engineering (the highest starting salaries), nuclear engineering, and naval architecture and marine engineering. These areas tend to have high starting salaries but have lower long-term growth projections.
- An examination of the high-paying fields shows substantial variation through time as a result of market forces. For example, as nuclear power plant production declined, demand for graduates dropped precipitously, student interest waned in response to the market, and many universities then closed their programs. Renewed demand combined with low

student production numbers has yielded a much higher starting salary. Petroleum and natural gas engineering followed almost the identical path in relationship to the cost of oil and gas. During the period of low oil prices, almost every program in the U.S. was closed because of lack of employment as a result of stifled exploration. Students sought other majors. With the increase in oil prices, and resultant increase in exploration, undergraduates today receive a premium in salary. This premium will likely continue until universities have time to complete the education of more students or until market forces change.

- Small liberal arts colleges and major research universities are not necessarily distinguishable in terms of overall average job acquisition (i.e. both can be highly ranked), however the colleges and universities that are highly ranked in terms of average pay for their graduates also tend to be either less comprehensive or place a heavy emphasis on business, finance, engineering and other STEM fields). This is to be expected based on the large starting salary differences between majors (e.g. general agriculture - \$28,000; theology and religious studies - \$25,000; compared to petroleum engineering - \$83,000; materials sciences - \$65,000; finance - \$44,000).
- Studies for individual states are often misleading because the data sets are not national or international, disadvantaging large universities that place students in highly desirable, high-paying jobs at multi-national companies.

Given the difficulty of predicting market changes four to five years into the future, these data suggests three basic directions: (1) a focus on increasing our quality and national ranking, (2) careful investment in areas that are sufficiently innovative that they will actually create market growth and career opportunities for our students, and (3) a focus on curricular changes that ensure skill sets that promote long-term career success (this item is covered under "*6. Embedding Student Career Success in the Curriculum*").

Study after study demonstrates that America's research universities have been essential contributors to prosperity, and the source of thousands of ideas and inventions that have driven the economic success of the nation. The most powerful economic engines have a strong partnership between state financial support that ensures access to education, a federal government that supports fundamental and results-driven research, and universities that house students and scholars. The recession has significantly weakened the ability of U.S. universities to capitalize on opportunities and drive innovation. Universities are less nimble after years of budget cuts, and it is imperative that we invest wisely in areas that have the highest potential to drive innovation, create jobs and improve the quality of life.

Preeminence funding from the Legislature and Governor provides the opportunity to reinvest in Florida State University in a manner directed toward increasing our national ranking while increasing the potential of our students to have strong careers. Through this funding, FSU is concentrating on several areas

in STEM fields that have the highest potential for short-term and long-term innovation.

New materials, energy, defense, water, the environment, and human health are likely to remain as enduring challenges, for which the potential for innovation is high and the value to the State of Florida is significant. Consider just two examples:

Materials research was the lynchpin in the digital revolution and a pre-requisite for the explosive growth of Silicon Valley. Today, materials research is characterized by innovations that cross almost every sector of society from the artificial growth of human bone and targeted delivery of cancer-fighting drugs that are revolutionizing human health to placing high-powered computers in the palm of a hand. It is also the lynchpin for solving the problems that limit the use of renewable energies – energy storage and transmission. The marriage between materials and energy has high potential to be transformative and this plays to Florida State's strengths. Consequently, FSU is leveraging current capabilities to attract the best and brightest – crossing physics, chemistry and engineering to solve the problems that currently limit the use of renewable energies, as well as strengthen our role in innovation across a broad number of industries and products.

FSU is also focusing on successful longevity – physical and mental fitness as individuals age. Demographic studies and the rising cost of health care demonstrate the importance of addressing the problems associated with aging. For this reason, many believe that issues associated with successful aging will dominate the research and policy agenda of the United States for decades. Many institutions have centers for aging that focus on single attributes such as nutrition or exercise. Florida State has the full spectrum of the neurosciences, cognitive studies, nutrition, physical fitness, medicine, nursing, geriatric care, and policy to bring to bear on one of the most important problems facing Florida and the nation. Again, successful longevity plays to Florida State's strengths.

These two examples describe the value of Preeminence funding in transforming the ability of Florida State University to be innovative and to promote job creation. The number of such opportunities is significant.

#### **4. Economic Development in the Tallahassee region**

**Florida State University is becoming increasingly engaged in the economic development in our region and the State. Our approach is three-fold: (1) participate at a high level in economic development councils and chambers, (2) incubate start-up companies based on FSU intellectual property, and (3) help transform the region as a destination and as a community that attracts businesses.**

Florida State is focused on three areas of economic development:

- (1) FSU now participates in economic development councils at a high level. The President is a member of the steering committee of Imagine Tallahassee and is a member of the board of the Economic Development Council (EDC). FSU's Chief of Staff is a new member of the Executive Committee of the Tallahassee Chamber of Commerce. The Vice President for Research, Vice President for University Relations, and Dean of the College of Engineering are also actively involved in EDC efforts to promote economic opportunities generated through partnerships with the University.
- (2) Florida State is actively incubating companies based on University-wide and college-based efforts. At the University level, companies are incubated based on GAP funding and enabling the leasing of space in Tallahassee. In the College of Business, the *InNOLEvation Accelerator* – is a focal point for undergraduate business start-up activity providing student entrepreneurs with resources needed during start-up. A dedicated space with private offices supports as many as eight early stage ventures and offers common area for students to take time out to discuss their ideas in a relaxed but stimulating environment. Tallahassee is currently host to a variety of efforts to provide incubator space and expertise to developing companies. FSU is participating in multiple efforts to enhance these efforts to include provision of space, expertise, resources, and perhaps most important, the new ideas and technology that form the basis of a number of the start-ups populating these efforts. The University is also exploring additional partnerships, including with the City and County, to enable new companies to find their start in Tallahassee.
- (3) Florida State is in the midst of transforming, with the city and county, an aging warehouse district in Tallahassee. Beginning with a vision that incorporates a revitalized Civic Center, a new FSU-branded conference hotel with retail and restaurants and College Town (a mixed-use housing and retail development), combined with the city investment in Gaines Street, Tallahassee will have a major pedestrian-friendly "Madison Mile" that stretches from the Civic Center to the Doak Campbell Stadium, providing an outstanding venue for visitors and residents, particularly before and after major events at the Civic Center or at the Stadium. Our vision moves us from a dilapidated set of old warehouses to a stretch of retail and restaurants that match up with similar venues in Boulder, Colorado or Madison, Wisconsin. This new venue should help attract conferences, more visitors to our events, and help positively alter the perspectives of those who are considering a move to the region. The overall plan for the district is a full partnership between the community and Florida State University.

## **5. Accessing the Power of a FSU, FAMU, TCC Partnership**

**Tallahassee has three unique higher education institutions within a 5-mile radius, which together offer an extraordinarily broad set of degree and associate degree opportunities. We have agreed to work together to promote economic development. Together, we are committed to providing the workforce needs of any company that locates within our region and we are ready to be at the table in recruiting new companies to Florida. The power of the three institutions in attracting new business opportunities to the region and to Florida has not been tapped, yet the potential is enormous.**

To reach this potential, FSU, FAMU, and TCC are actively developing opportunities to collaborate.

First, FSU has partnered with TCC and FAMU to create a promise that the three institutions will work together to attract businesses to Tallahassee by ensuring that, between the three institutions, we can meet any and all regional workforce needs. We have indicated that we are willing to take an active role in recruiting new companies by directly working to address workforce needs. This promise is contained in a brochure "Educate your Business" which is being distributed through the local Chamber and the Economic Development Council (EDC). This is another example of FSU efforts to connect with businesses and to be a part of the team in attracting new businesses to the region, and doing so in a manner that helps guide students toward job opportunities. We are eager to be at the table in recruiting companies so that we can demonstrate our commitment to satisfy the workforce needs of any business.

Second, the three institutions have created a consortium to promote the success of our student veterans, by expanding their educational opportunities, creating a broader sense of community, and creating strong linkages to potential employers.

The success of this initiative will be measured by the outcomes of our collaboration. Our objective is straight-forward - to be a key player in economic development.

## **6. Embedding Student Career Success in the Curriculum**

**Florida State University proposes to ensure that every student recognizes and understands the career opportunities of every major, that career success is embedded in our curricula, and that we provide the types of experiential learning that promote student**

**success. We have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.**

FSU is actively developing a comprehensive student career success initiative within our academic programs, through three areas of focus: improved career advising in the major, curriculum improvements, and internships. The responsibility for bringing together the broad spectrum of University personnel to ensure that the University has a comprehensive and integrated program rests at the highest levels of the University (Office of the Provost and Executive Vice President).

First, we will ensure that each student recognizes the types of career opportunities associated with each major. Currently, each undergraduate major includes a written academic program guide consisting of a Program Description, Academic Map (ensuring progress to timely degree completion), link to the department's web page, and Academic Learning Compact (listing course attributes and expected outcomes). The Program Description includes graduation expectations with a list of likely job titles and potential employers so that every student understands the career outcomes associated with each major. However, some majors are more explicit about levels of training required, career destinations of their of students, and breadth of communications on potential career opportunities. Some colleges track both internships and jobs, and are able to inform prospective students about the employment of their graduates. FSU intends to ensure that every major is explicit about career opportunities, that academic advisors are educated about opportunities, and that communication is not limited to Program Descriptions that are available online. Our objective is to ensure that students are making educated decisions about their choice of majors and careers.

Second, the faculty are actively working on experiential learning and practical applications within majors to better embed student career success within the curriculum. Many of our colleges and majors have highly successful programs, including considerable efforts to promote experiential learning, clinical placements, internships, and a host of other targeted programs. Although, many majors already do this well, our faculty are engaged in the expansion of current successes to a broader set of degrees. The newly proposed curriculum shifts from the old purely distributive model (take a little math, a little English, a little science and you are ready for life in the 21st century) and replaces it with competency-based distribution areas that are focused on *what we want FSU graduates to become*:

- Critical Analyzers of Quantitative and Logical Claims
- Clear, Creative, and Convincing Communicators; and Critical Readers
- Thoughtful Patrons of and Participants in Cultural Practices
- Critical Appraisers of Theories and the Facts that Support Them
- Culturally Conscious Participants in a Global Community
- Interdisciplinary and Flexible Thinkers

- Lifelong and Independent Learners

As the cornerstone of the new curricular plan are two FSU signature course series, which take advantage of the Preeminence Bill's provision that we might offer twelve hours of unique, un-exemptible coursework as part of our liberal studies curriculum: E-Series (engage, experiment, examine, experience) and Scholarship-in-Practice courses that yield scholarly or creative products. This new curriculum will focus on:

- Employer preferred skills, such as oral communication, teamwork, information fluency, and independent, critical, and creative thinking. These skills are essential to be upwardly mobile on a career ladder.
- Freshmen and sophomore internships and other "formative experiences" (FSU is working with the Career Center to collect the appropriate information about potential first and second-year internships so that they might be approved by a faculty committee for Liberal Studies credit).
- A new emphasis on Professional Writing and Ethics.
- The Scholarship-in-Practice category opens Liberal Studies to important courses in Colleges such as Business and Engineering.

The University team that is working on faculty efforts to enhance the curriculum is broadly based, including entrepreneurs-in-residence as well as members of the Career Center. Our efforts dovetail with a focused effort on extracurricular activities that enhance career success, ranging from international study to competitions such as Mock Trial.

In many ways, our professional schools of medicine and law are role models in career success (Medicine – 100% placement and Law- ranked 23<sup>rd</sup> nationally in job placement in the profession) through comprehensive integration of career readiness and the curriculum. The potential to expand this focus (i.e. a direct path for undergraduates into health professions) is significant.

In addition, FSU is working with a private contractor to create a survey that seeks to assess employer opinion on weaknesses in graduates or gaps in training that can be addressed in our curricula. This assessment provides an opportunity to steer changes in curriculum and training.

Third, the University team is assessing a much broader base of opportunities to better promote internships as learning experiences. Internships are frequently a path to permanent employment because of the value of networking and practical experience. In addition, employers have the opportunity to evaluate a potential employee before offering a permanent position. Some majors require internships, and some colleges are very deliberate in promoting internships and providing opportunities. Our Career Center provides internship information to students from many colleges that do not have internship requirements or internal offices that connect students to internship opportunities. Internships are also one of the five areas recognized as part of our engaged scholar society (Garnet and Gold Scholars). Garnet and Gold Scholars are recognized at

graduation and on their transcript. This scholar society was developed specifically to encourage students to participate in activities that lead to successful career outcomes.

Through these efforts, we have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.

### 7. *Advancing Career Readiness through the Career Center*

**Florida State University has a highly regarded Career Center dedicated to ensuring career readiness and promoting career success. As student demand grows with the University increased commitment to student career success, we propose to expand our programming and fully engage our alumni in promoting student success.**

The University has been investing significantly in enhanced career readiness programming and career success.

Florida State University already has a highly regarded Career Center within Student Affairs. The Career Center plays multiple roles, including:

- Promoting career preparedness through career advising, counseling, programming and instruction, and enhanced career readiness programming within colleges through liaisons (targeted employability skills workshops, e-newsletters, collaborative career events, social media);
- Expanding internships and experiential learning opportunities for students such as career shadowing and collaborative mentoring programs with colleges;
- Strengthening interaction with academic departments and with the local community organizations, and national corporations;
- Providing students a database of over 14,000 employers and 7000 internship and career opportunity listings per year;
- Enlisting alumni, parents, and friends of the university to provide career and industry information to students via ProfessioNole;
- Increasing employer opportunities through expanded partnerships with federal and state government, local and state chambers of commerce, Workforce Plus, and Florida and national employers;
- Showcasing students' skills that employers have reported are essential for job success via the on-line Career Portfolio;
- Hosting 11 career fairs, multiple networking events, and over 260 employer recruiting visits resulting in 4000 student interviews
- Developing employability skills, and
- Tracking plans of graduating students (Graduation surveys).

As the University adds even greater emphasis on student career success and career readiness, student demand is likely to result in a significant workload increase in the Career Center. We expect growing demand in areas associated with coordination between Center staff and career and employment activities within colleges, social media, employer development, internship development, and career advising, counseling and programming.

A focus on career readiness and success will have significant implications for resources. Consider just the implications of incorporating internships within the curriculum and the rapid growth of the Garnet and Gold Scholars program. The University must be ready to meet the growth in student demand for internships.

Our efforts are not limited to internal programs. The FSU Alumni Association is joining the University efforts by hiring staff specifically to focus on better connecting students with alumni. These efforts cross multiple areas from networking through our Professionole program, to advising and mentoring, to internships and career opportunities. In addition, many of our colleges focus on pipeline programs and fairs that help guide K-12 students into STEM fields.

## **Executive Summary**

### **Tallahassee-Based Association Research: Preferences for a Full Service Downtown Conference Hotel**

#### **Prepared by:**

**Mark A. Bonn, Ph.D.  
CEO  
Bonn Marketing, Inc.  
3758 Piney Grove Drive  
Tallahassee, Florida 32311**

#### **Submitted to:**

**Lee Daniel  
Executive Director  
Leon County Tourist Development Council**

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## **Executive Summary**

### **Tallahassee-Based Association Research: Preferences for a Full Service Downtown Conference Hotel**

The purpose of this study was to gather information from association executives based in Tallahassee, Florida to determine their preferences for holding meetings in Tallahassee if there were a full service convention hotel located downtown. The Tallahassee Society of Association Executives (TSAE) membership list was used to identify a total of 251 associations located in Leon County. Each association was contacted by telephone throughout the month of April, 2010. Association executives were asked to respond to a brief survey consisting of fifteen questions. A total of 86 associations completed the survey for a response rate of 34%.

The survey was structured to gather information on two dimensions: (1) historical data pertaining to association meeting history during the past twelve months and (2) their preference for holding meetings in Tallahassee if there were a full service convention hotel in the downtown area. The first series of questions were designed to gather information pertaining to each association's most recent annual conference. In particular, information was gathered to determine time of year annual conferences were held, location within Florida selected for the annual conference, average conference room rate, number of attendees, square footage requirements for various meetings during the conference, average cost of food and beverage functions, numbers of meetings held annually, and meeting types.

Results indicated that Orlando (26.8%) was the most frequently mentioned location for holding annual conferences. Tallahassee (15.5%), Tampa (9.9%), Jacksonville (6.5%) and Miami (5.6%) followed as conference destination sites. February (14.5%), June (13.2%), July (11.8%), and May (10.5%) represented the months most associations held annual meetings.

Association executives were asked if conference centers were used in addition to the conference hotel. Most annual association conferences (72.4%) relied solely upon the conference hotel for their conference events and did not use conference centers.

## **Executive Summary**

### **Tallahassee-Based Association Research: Preferences for a Full Service Downtown Conference Hotel (continued)**

The average conference room rate negotiated for the annual conference was \$168.50 with 450 sleeping rooms used each night during the association conference. Annual conference attendance was reported to be 339 and represented 2.8 days in length. On average, over \$50,000 was spent on food and beverage for annual association conferences. Square footage requirements by associations for their largest events averaged just over 15,000 sq. ft. with an additional 5,425 sq. ft. of breakout space required. Association executives indicated they used 5.6 breakout rooms during their annual conferences.

Information was gathered from association executives pertaining to meetings they held in addition to the association's annual conference. Associations reported holding an average of about 10 meetings per year with board meetings (20.5%) being the most frequently held meeting type. These meetings were held during all months of the year with May (11.2%) and January (10%) being the most frequently mentioned months for holding association meetings.

A section of the survey was developed to obtain the level of importance specific items had upon the site selection for association's annual conferences. Using a scale ranging from 1 to 5 with 5 being most important, 'having all conference facilities at the hotel' was the most important factor (4.7). Other factors that ranked highly were 'quality of lodging rooms' (4.6), and 'convenient access to hotel by auto' (4.2). Two additional factors, 'having a restaurant on property' and 'technology systems' were also rated highly (4.1). The least important factor for association executives was selecting a site at a 'beach location' (2.0).

According to those association executives that responded to the survey, an average of 1.5 meetings per year are held in Tallahassee. February (18.3%), March (15.7%), January (11.3%) and May (10.4%) were the most frequently mentioned months for holding meetings in Tallahassee.

## Executive Summary

### **Tallahassee-Based Association Research: Preferences for a Full Service Downtown Conference Hotel (continued)**

The final set of survey questions were developed to determine if Tallahassee could generate association conference and meeting business if a full service convention center hotel were available in the downtown area. Over 46% of all association directors responded they have wanted to have their annual conference in Tallahassee but were unable to do so because of the lack of a suitable convention center hotel in Tallahassee. Association executives were asked how important they felt a convention center hotel was for Tallahassee. Using a scale of 1 to 5 with 5 being most important, association executives rated the importance of a convention center hotel for Tallahassee at 4.0.

Over 56% of all association executives indicated they would consider Tallahassee as a site for their annual conference if Tallahassee had a convention center hotel that met their annual conference needs with nearly 30% willing to consider Tallahassee for their annual conference every year. Over 75% of all association executives would consider Tallahassee for additional meetings if it had a convention center hotel. Finally, 58.6% of those association executive directors already holding meetings in Tallahassee would be willing to bring additional meetings to Tallahassee if there were a full service convention center hotel in the downtown area.

A data set was created for those 56.9% of all association executives responding 'yes' to the question: "If Tallahassee had a convention center hotel that met your association's meeting needs would you consider Tallahassee as a destination for your annual conference?" Results indicated that this group of association executives had a higher negotiated conference room rate (\$181) compared with the overall association room rate of \$168.50. Additionally, these association executives represented annual conferences with an average of 250 attendees over a 2.7 day time period, spending \$35,863 on food and beverage functions and requiring 10,362 sq. ft. for their largest event. They required an average of 5.4 breakout rooms, or an additional 4,300 sq. ft. of breakout room space and held 12.9 meetings per year. This group of association executives indicated 'quality rooms' (4.7 out of a possible 5 rating) and 'having all conference facilities at the hotel' (4.6) were the most important factors in selecting a site for their annual conference. Over 63% of these association executives wanted to hold their annual conference in Tallahassee but could not do so because of their requirements for a full service convention hotel.

## **Executive Summary**

### **Tallahassee-Based Association Research: Preferences for a Full Service Downtown Conference Hotel (continued)**

Using a scale of 1 to 5 with 5 being most important, this group of association executives rated the importance of a convention center hotel for Tallahassee much higher (4.4) compared with the overall respondents (4.0).

100% of all association executives in this group indicated they would consider Tallahassee as a site for their annual conference if Tallahassee had a convention center hotel that met their annual conference needs with nearly 43% willing to consider Tallahassee for their annual conference every year. Nearly 76% of all association executives would consider Tallahassee for additional meetings if it had a convention center hotel. Finally, nearly 88% of those association executive directors already holding meetings in Tallahassee would be willing to bring additional meetings to Tallahassee if there were a full service convention center hotel in the downtown area.

This study documents that Tallahassee has the potential to attract significant numbers of association meetings. These meetings would draw thousands of delegates whose overall spending would be in the millions of dollars annually creating a major economic impact upon the Tallahassee/Leon County community.

**CITY OF TALLAHASSEE**  
**COMMUNITY REDEVELOPMENT AGENCY**

**COMMUNITY REDEVELOPMENT AGENCY AGENDA**  
**ITEM**

<b>ACTION REQUESTED ON:</b>	October 17, 2011
<b>SUBJECT/TITLE:</b>	Conference Center and Hotel Market and Feasibility Analysis Presentation and Recommendation to Proceed with a Request for Qualifications to Identify Potential Property Developers/Operators
<b>TARGET ISSUE:</b>	Economic Development

**STATEMENT OF ISSUE**

In October 2010, the Community Redevelopment Agency (CRA) Board authorized the Chair to enter into an agreement with HVS Convention, Sport & Entertainment Facilities Consulting (HVS) to conduct a market and feasibility analysis for the development of a convention center and hotel on the former O'Connell site on Gaines Street. The agreement consists of three phases: (1) Preparation of the market and feasibility analysis; (2) Preparation and evaluation of responses to a Request for Qualifications (RFQ); and (3) Preparation and evaluation of responses to a Request for Proposals (RFP).

HVS has completed a draft of the market and feasibility analysis report. Their analysis indicates the O'Connell site would support a convention center with a 100,000 square-foot multi-purpose hall and 15,000 square feet of flexible meeting space in two meeting room blocks. The analysis also indicates market conditions support a 300-room conference center hotel, with a 15,000 square-foot ballroom and 12,000 square feet of flexible meeting space.

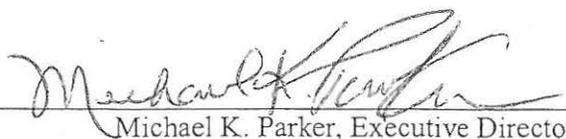
The long-term financial support that will be needed to support the development and operation of a conference center is still being evaluated by CRA and HVS staff. However, staff believes this is an appropriate time to move into Phase 2 of the agreement. The quality of the developer/operator responses to the RFQ will be an integral part in any decision to move forward with the development of a conference center and hotel.

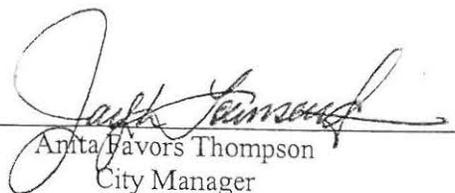
**RECOMMENDED ACTION**

Option 1: Authorize the CRA Executive Director to enter into Phase 2 of the agreement between the CRA and HVS – the preparation, distribution and evaluation of responses to an RFQ.

**FISCAL IMPACT**

The cost to execute Phase 2 is \$6,000. The funds in support of all three phases of the agreement (\$111,000) have already been identified and committed towards this effort.

  
\_\_\_\_\_  
Michael K. Parker, Executive Director  
Tallahassee Community Redevelopment Agency

  
\_\_\_\_\_  
Anita Favors Thompson  
City Manager

**ITEM TITLE:** Conference Center and Hotel Market and Feasibility Analysis Presentation and Recommendation to Proceed with a Request for Qualifications to Identify Potential Property Developers/Operators/Operators

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**SUPPLEMENTAL MATERIAL/ISSUE ANALYSIS**

**HISTORY/FACTS & ISSUES**

In January 2010, the CRA purchased the 5 acre O'Connell site from the City of Tallahassee. Part of the rationale for the CRA's acquisition of the site was to allow the Agency to take a direct role in the marketing and development of the property as a convention center and hotel. In May 2010, CRA staff issued an RFQ to seek qualified consultants to prepare a market and feasibility analysis for a planned convention center and hotel on the former O'Connell site. A selection committee of five persons (Will Butler, Principle, Real Estate InSync; Lee Daniels, Executive Director, Tallahassee-Leon County Tourist Development Council; Dean Gatzlaff, Professor, Real Estate Finance and Feasibility Analysis, FSU; Michael Parker, Assistant Director, Economic and Community Development, and Rodner Wright, Dean, School of Architecture, FAMU) reviewed and ranked the RFQ respondents, recommending HVS be selected to prepare the market and feasibility analysis. In October 2010, the CRA Board accepted the review committee's recommendation and authorized the CRA Chair to develop and enter into an agreement with HVS.

In February 2011, the CRA entered into an agreement with HVS to conduct a market and feasibility analysis for the development of a conference center and hotel on the former O'Connell site on Gaines Street. The agreement consists of three individual phases, which are described below. The value of the CRA agreement with HVS is \$111,000, which includes all three phases and \$8,500 in out-of-pocket expenses.

- a. Phase 1: Preparation of the Market and Feasibility Analysis (up to \$81,500). HVS efforts under this phase consist of detailed site analysis, projections of hotel and convention center usage based on the local market and comparable national markets, recommendations regarding hotel and convention center configuration based on market analysis, estimated economic and fiscal impacts of facilities and recommendations on ownership and operator options for the hotel and convention center.
- b. Phase 2: Preparation and Evaluation of Responses to an RFQ (\$6,000). If the market and feasibility analysis prepared by HVS determines the property can support a convention center and hotel, CRA staff has the option to request assistance from HVS in assisting CRA staff in preparing the RFQ, identifying potential developers/operators to receive the RFQ and assist CRA staff in evaluating responses to the RFQ.
- c. Phase 3: Preparation and Evaluation of Responses to an RFP (\$15,000). In this phase, which is also optional, HVS will assist CRA staff in preparing an RFP seeking specific development proposals from qualified developers/operators who responded to the RFQ. HVS will also assist CRA staff in evaluating development proposals and negotiating with the selected developer.

HVS has nearly completed Phase 1, the market and feasibility analysis. They are still working with CRA staff on a review of the analysis and the further refinement of near and long-term financial commitments associated with construction and operation of both the convention center and hotel. However, the analysis is at a point where HVS can present their findings and recommendations to the CRA Board regarding the conference center and hotel. A copy of the draft market and feasibility report has been distributed to each CRA Commissioner under a separate cover letter. HVS is still working on their presentation materials, but will provide the CRA with a copy by Friday, October 14<sup>th</sup>, for distribution to

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CRA Board members and other interested parties. The key survey and market findings, development recommendations, financial/economic impacts and major issues from the draft market and analysis report are highlighted below.

Highlights of Survey and Market Findings

HVS has identified a number of key findings that form the basis of the report. Specifically, HVS considered data from a targeted survey of state, regional and local event planners that would have interest in a facility in Tallahassee, they considered information gathered from looking at the existing facility capacity in our community and finally, they researched comparable performing arts complexes in like-sized cities.

From the event planner survey findings, several strengths emerged that support the development of a Hotel Conference Center in Tallahassee. These include the attraction of having the State Capital in the City, the low visitor costs for lodging and dining and the potential for “drive-in business” opportunities for regional indoor sporting events to name a few. Likewise, several obstacles to hosting events also exist with a lack of available facilities and the absence of direct flights to Tallahassee Regional Airport topping the list.

The survey was also very telling from the standpoint of what the demand would be for events if said activities were held in our City. Over 70% of the survey respondents stated that their events would consist of less than 500 attendees each requiring 500 seats or less for banquets and less than 50,000 square feet for exhibit space.

Tallahassee currently has only four full-service hotels, and the lack of other full-service hotels and overall absence of proximate room supply makes it difficult for Tallahassee to compete to host events with limited exhibit and meeting space options. Tallahassee has 1,865 hotel rooms and only two locations with measurable meeting space. Our largest meeting space venue is the Tallahassee-Leon County Civic Center at 16,000 square feet followed by the Turnbull Center at 8,800 square feet. According to the analysis, the proximity of the former O’Connell site to the Leon County Civic Center and Turnbull Center would allow for coordinated efforts between the convention center and the civic center to book larger events, which could utilize both venues.

Of the 10 comparable in-state convention center venues used in the analysis, the size of exhibit space ranged from a low of 27,848 square feet (Lakeland Center, Lakeland) to over 500,000 square feet (Miami Beach Convention Center). Of the 11 comparable regional convention center venues used in the analysis, exhibit space ranged from a low of 60,000 square feet (Jackson Convention Center, Jackson, MS) to 280,000 square feet (Charlotte Convention Center, Charlotte, NC); the median size was 100,400 square feet. Because of the population, business base, large-scale attractions, and access to direct flights for Florida destination locations in Central and South Florida, regional comparable venues provide the best examples of appropriate building programs for Tallahassee.

With the development of a convention center, the HVS analysis determined the increased event activity and market demand would support an adjacent headquarter hotel, as well as existing hotels. Primary customers segment of the headquarter hotel would be the commercial and meetings/groups market segment

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Development Recommendations

The HVS analysis determined there is demand for a convention center and headquarters hotel within the city, and the O'Connell site is an appropriate location for those facilities. The analysis found that the convention center and hotel would serve the local demand for civic and sporting events; and attract state and regional conventions, trade shows and sporting events. Specifically, the HVS analysis recommends a development that consists of:

- A convention center with 100,000 square feet of multi-purpose hall space. The space can be divided into four 25,000 square-foot divisions.
- An additional 15,000 square feet of flexible meeting space within the convention center. This space can be divided into two room blocks, one 8,000 square feet, the other 6,200 square feet. The room blocks can be further divided into four equal meeting rooms of 2,000 and 1,550 square feet, respectively.
- A 300 guest room, full-service hotel, with 15,000 square feet of ballroom space and 12,000 square feet of flexible meeting space. The ballroom and flexible meeting space can be further divided to meet specific user's needs.

In their analysis, HVS assumes the convention center would be publicly owned, and the hotel would be privately owned. The hotel would independently operate the meeting and ballroom space contained within its footprint. Booking policies would allow Visit Tallahassee and the convention center booking access to these spaces for major events.

It is particularly important to note that the 100,000 square feet of multi-purpose hall space would be designed in such a way as to support a wide variety of indoor sporting events, such as volleyball, basketball and indoor track events. Such a facility would be able to support the findings of the Florida Sports Foundation Needs Assessment prepared for the Tourist Development Council of Tallahassee/Leon County, which identified a need for a minimum of 72,000 square feet of indoor sport space that could host six (6) simultaneous basketball or volleyball tournaments.

Financial/Economic Impacts

The financial and economic analysis conducted by HVS looked at the impact a convention center and hotel will have on the city and county, and in some cases the state, in attracting new events to the community. These impacts include the following:

- Once the convention center operations are stabilized in 2020 (Year 4 of full operations), the facility would host an estimated 155 events per year. Consumer shows, banquets and meeting conferences would account for 114 of these events. In addition, the facility is expected to host an estimated 12 sporting events each year.
- The convention center events would generate an estimated 40,760 in new room nights (nights in a hotel) in a stabilized year. Conventions & trade shows and sporting events represent only 20 of the 114 events, but 30,060 of the new room nights.
- The hotel is expected to operate at a profit from the first year; operations are expected to stabilize in Year 4.
- The convention center and hotel are expected to have a positive impact in new spending in the city/county and state as described below. These represent new spending the community will

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receive as the convention center and hotel attract new attendees; they do not address the impacts to the community during construction of the facilities.

- The positive economic impact (new dollars spent) to the city and county is estimated at \$25.1 million in a stabilized year; the impact to the state is estimated at \$12 million. The impact to the state is lower because these values represent new dollars from events that were not previously held in the state.
- The convention center and hotel will generate an estimated \$560,000 in total new tax revenues for the city and county in a stabilized year, in 2011 dollars; and \$340,000 for the state.
- In the same time period, the economic activity associated with the convention center and hotel is projected to create 320 new, full time equivalent (FTE) jobs for Leon County and the City of Tallahassee; and 120 new, FTE for the state.

**Major Issues**

Although the analysis needs to be considered in its entirety when considering development options, the financial projections associated with constructing and operating the convention center and hotel are of particular importance. HVS has estimated the cost to construct a headquarters hotel at \$68 to \$98 million. This cost could be higher or lower depending on design, site conditions, the hotel brand and quality of amenities, local construction costs, and hotel function space. Although the hotel is expected to turn a profit in its first year, and stabilize operations and expenses in 2020, HVS has advised us that it is unlikely the developer/operator will be able to secure all the financing needed to complete the hotel. Therefore, the CRA can expect the developer to request some type of financial assistance from the CRA for construction of the hotel. Staff is working with HVS on this issue, which will be addressed in the final version of the analysis report. If CRA financial assistance is required, it will likely be in the form of a reduced sales price for the land, or assistance in the construction of hotel features, such as structured parking.

Based on national level construction estimates and general design considerations, HVS has estimated the cost of construction of the convention center at \$96 to \$131 million. While this is a fairly significant cost, it is important to consider this is only an estimate. Assuming a decision is made to build the convention center, the final construction cost will depend on a number of conditions, including, but not limited to the final size, the actual design of the building, current market conditions, and local construction costs. A number of traditional resources are available to assist in the construction of the convention center, such as bonding. In addition, as part of the continuing analysis, HVS will help identify other financing opportunities, such as public/private partnerships. In many public use projects private organizations will make substantial contributions for naming rights or advertising opportunities. These will be explored as part of the remaining analysis. In addition, the efforts to explore public/private partnerships will be included in any RFQ or RFP issued as part of this project. Of course, any decision to construct the convention center would require a coordinated effort between the CRA, the City of Tallahassee and Leon County.

The model used by HVS to calculate the convention center annual operating costs estimates the convention center will operate at a loss of approximately \$1.8 million (in 2011 dollars) after income and expenses stabilize in 2020. Operating at a loss is not unusual for a convention center; in fact most convention centers require some type of subsidy. According to the HVS analysis, this level of loss is consistent with comparable convention centers located in the Southeastern US. Staff is working with HVS to identify opportunities to both reduce this shortfall and to identify viable financial options to help

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cover the shortfall. Clearly this will be an issue that needs to be fully vetted and addressed before any final decision is made on the construction of the convention center.

**CRA Staff Conclusions and Recommended Action**

Representatives from HVS will be attending the October 17<sup>th</sup> CRA Board meeting to present the results of their analysis and to answer any questions you may have. CRA staff feels the market and feasibility analysis is approximately 90 percent complete. Aside from minor editing and data correction, the remaining analysis will focus primarily on financial strategies, financial options and final data collection/reporting. These are major components of the analysis but they should not preclude us from moving on to Phase 2. Staff is seeking approval from the CRA Board to issue an RFQ to parties interested in developing a convention center and hotel on the former O'Connell site. We estimate the entire process (prepare, issue, evaluate responses and develop a short list of most qualified respondents) will take approximately three months. Accounting for the upcoming holiday season, we would expect to complete Phase 2 in mid to late-February 2012.

At the end of Phase 2, CRA staff will present the results to the CRA Board along with a recommendation as to whether or not the Agency should proceed with Phase 3, which is to issue an RFP asking the short-listed developers/operators to submit specific development, operations and financing proposals. The quality of the developer/operator responses to the RFQ will be an integral part in any decision to move forward with the development of a conference center and hotel.

**CHARITABLE CONTRIBUTIONS**

Not applicable

**OPTIONS**

1. Authorize the CRA Executive Director to enter into Phase 2 of the agreement between the CRA and HVS – the preparation, distribution and evaluation of responses to an RFQ.
2. Do not authorize the CRA Executive Director to enter into Phase 2 of the agreement between the CRA and HVS at this time. Request further analysis and an updated presentation at the November 21<sup>st</sup> CRA Board meeting
3. Do not authorize the CRA Executive Director to enter into Phase 2 of the agreement between the CRA and HVS. Provide other direction to CRA staff.

**ATTACHMENTS/REFERENCES**

The HVS slide presentation will be forwarded separately by Friday, October 14<sup>th</sup>



# Proposed Tallahassee Convention Center and Headquarter Hotel

*Market and Feasibility Study*

*October 17, 2011*

# Presentation agenda

- Project Overview
- Proposed Project Site
- Survey Methodology and Results
- Convention Center Analysis and Recommendations
  - Comparable Venue Analysis
  - Recommended Program
  - Demand and Financial Projections
- Hotel Analysis and Recommendations
  - Local Supply and Demand
  - Occupancy, ADR, and Financial Projections
- Economic and Fiscal Impacts
- Approach to Operation and Financing
- Questions/Discussion

# Project overview

- Scope of Study
  - Convention Center Market Study
  - Comprehensive User Survey
  - Hotel Market Study
  - Site Analysis
  - Building Program Recommendations
  - Forecast of Financial Operations for Hotel and Convention Center
  - Economic Impact Analysis
  - Approach to Financing
- Recommendations for Next Steps

# Proposed project site



# Event Planner Surveys

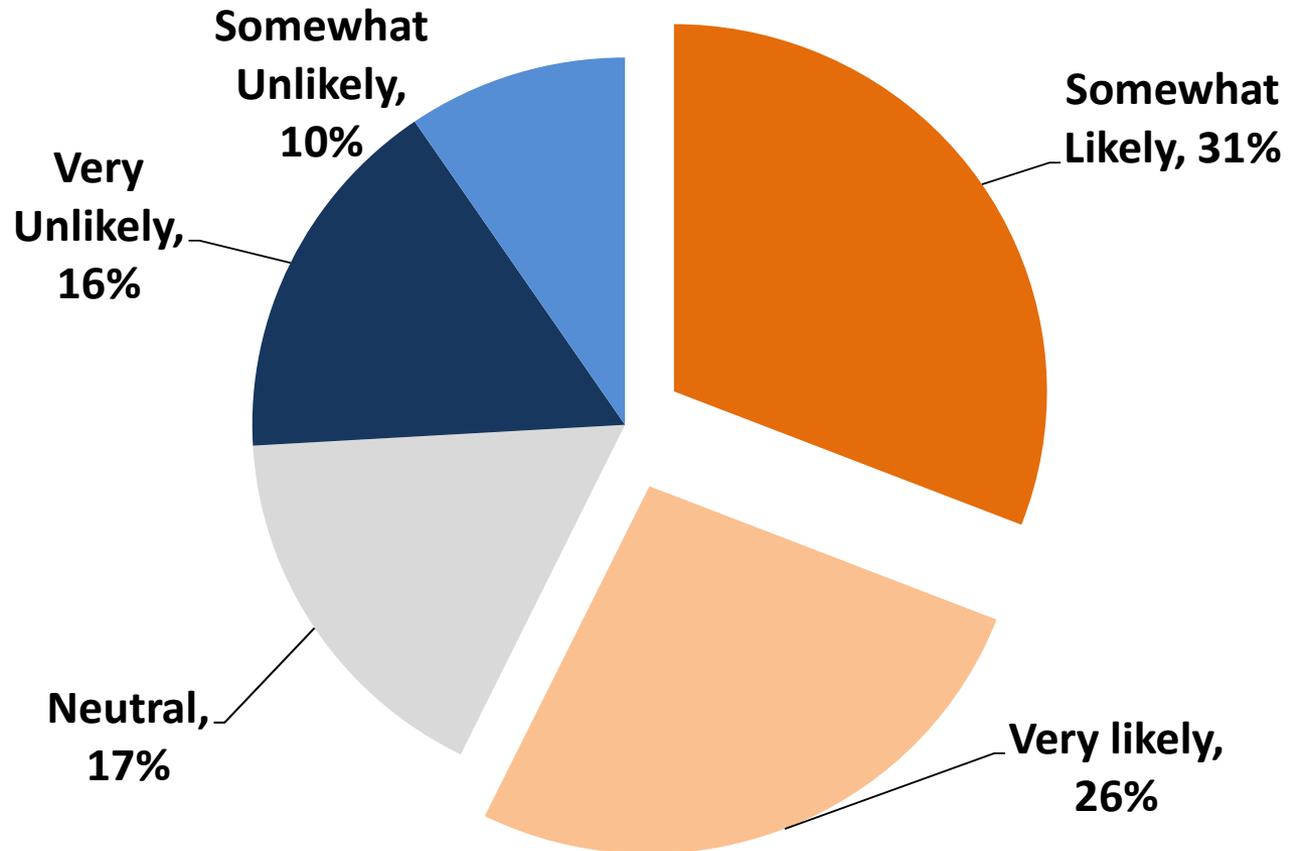
# Survey methodology

- Survey sample of 1,882 event planners sent online survey
  - Florida Association of Association Executives
  - Tallahassee Society of Association Executives
  - Visit Tallahassee contact list
  - National Association of Sports Commissions
- Online survey produced 51 complete responses
- Telephone survey of 699 randomly selected from those who did not respond to online survey
- 187 surveys completed by telephone follow-up
- Of the 238 total responses, 18 were removed as outliers or because of incomplete data
- 220 total responses used in the analysis

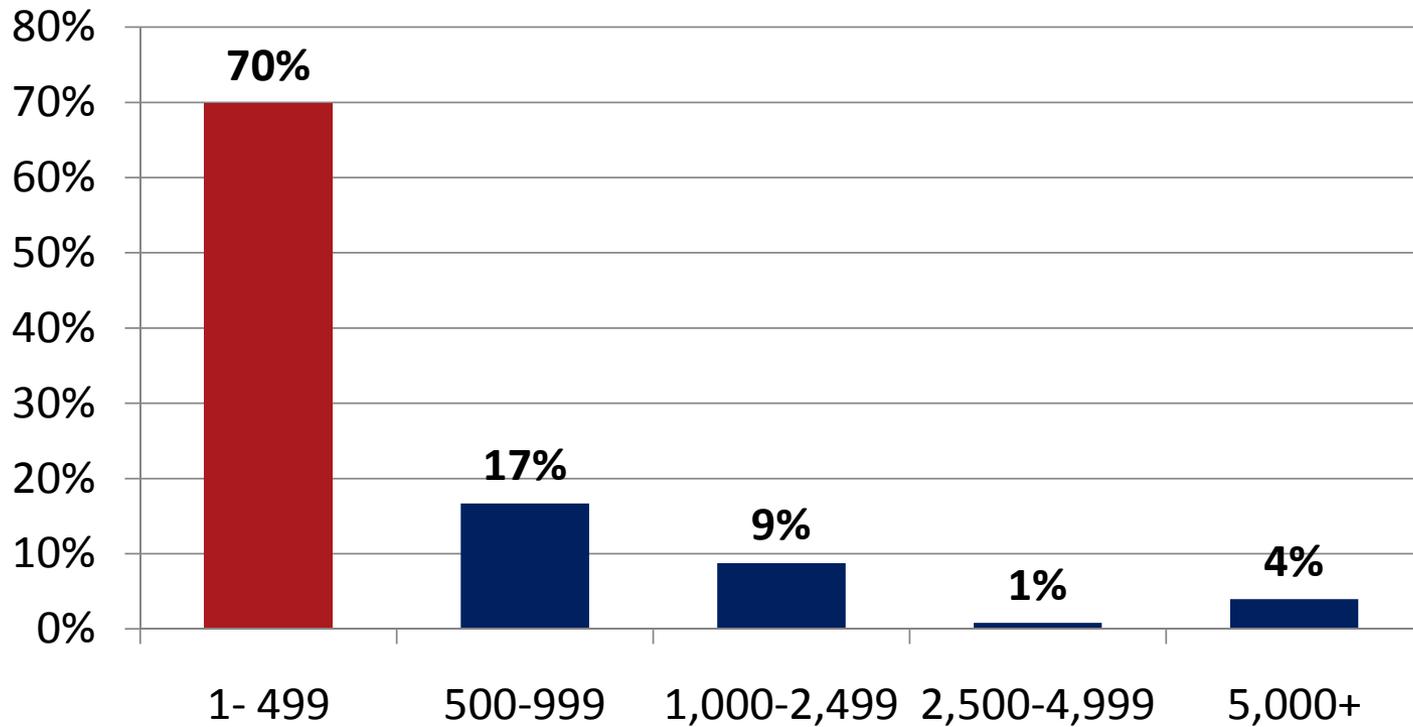
## Primary survey conclusions

- Key strength for Tallahassee is its status as the State capital
- Significant event planner interest in rotating their event to Tallahassee
- Lack of facilities are a significant barrier to meeting the demand of interested meeting planners
- Other key weaknesses would remain even if a new convention center and hotel were built
  - Location in state
  - Poor air access
  - Lack of overall destination appeal
- Drive-in business potential for southeast regional events
- Primary business has fewer than 500 attendees

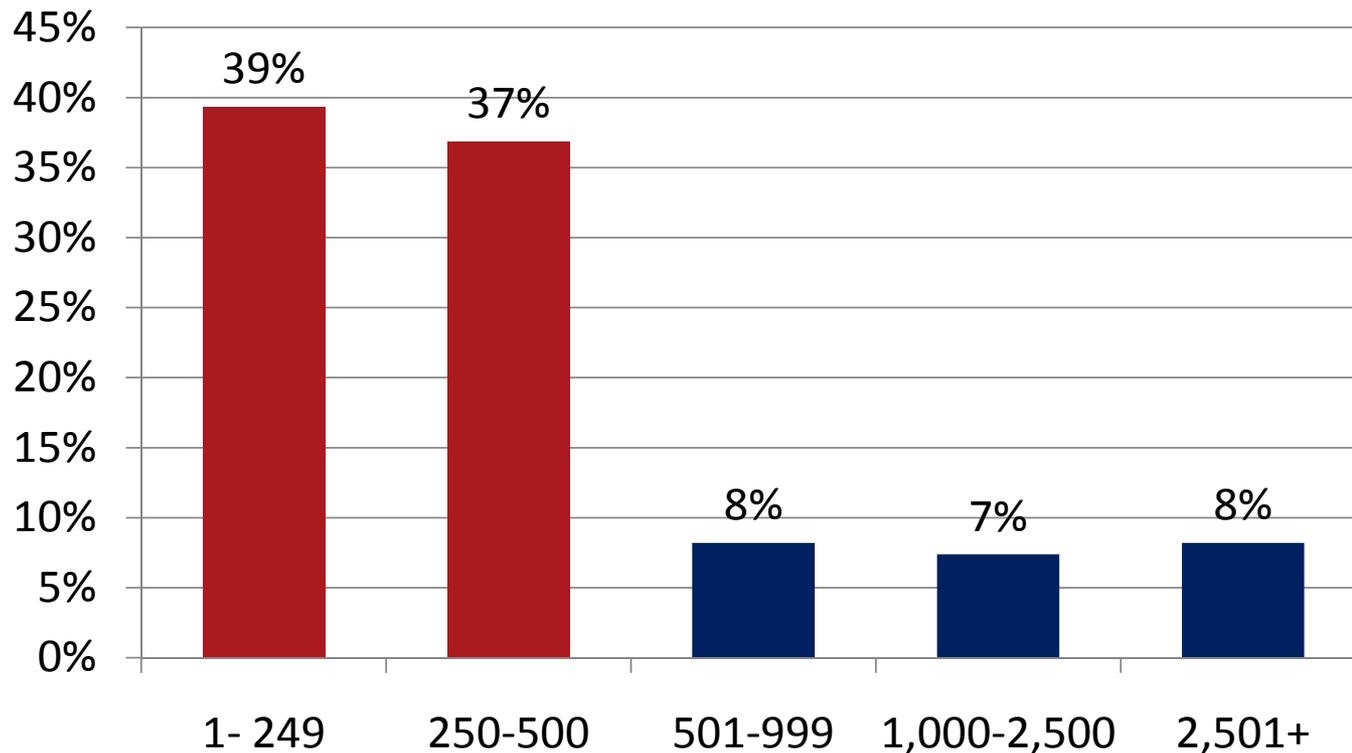
# 57% of event planners have interest in holding an event in Tallahassee



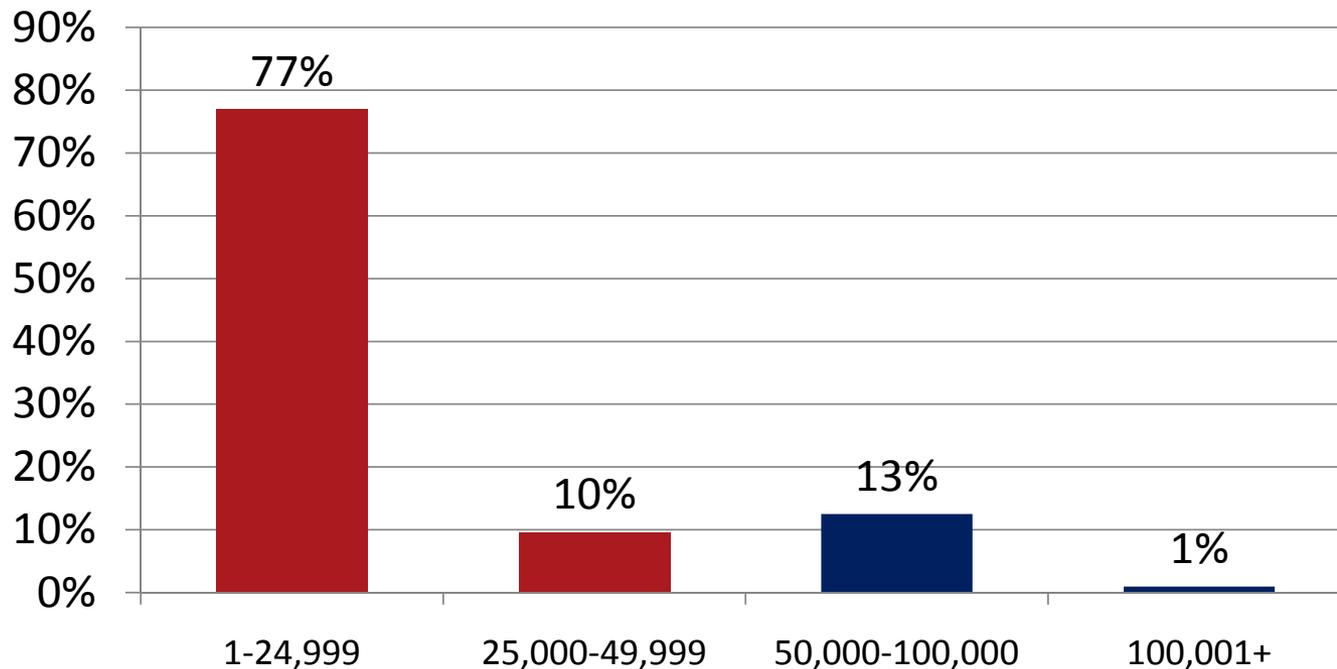
# 70% of event planners likely to host an event in Tallahassee would have fewer than 500 attendees



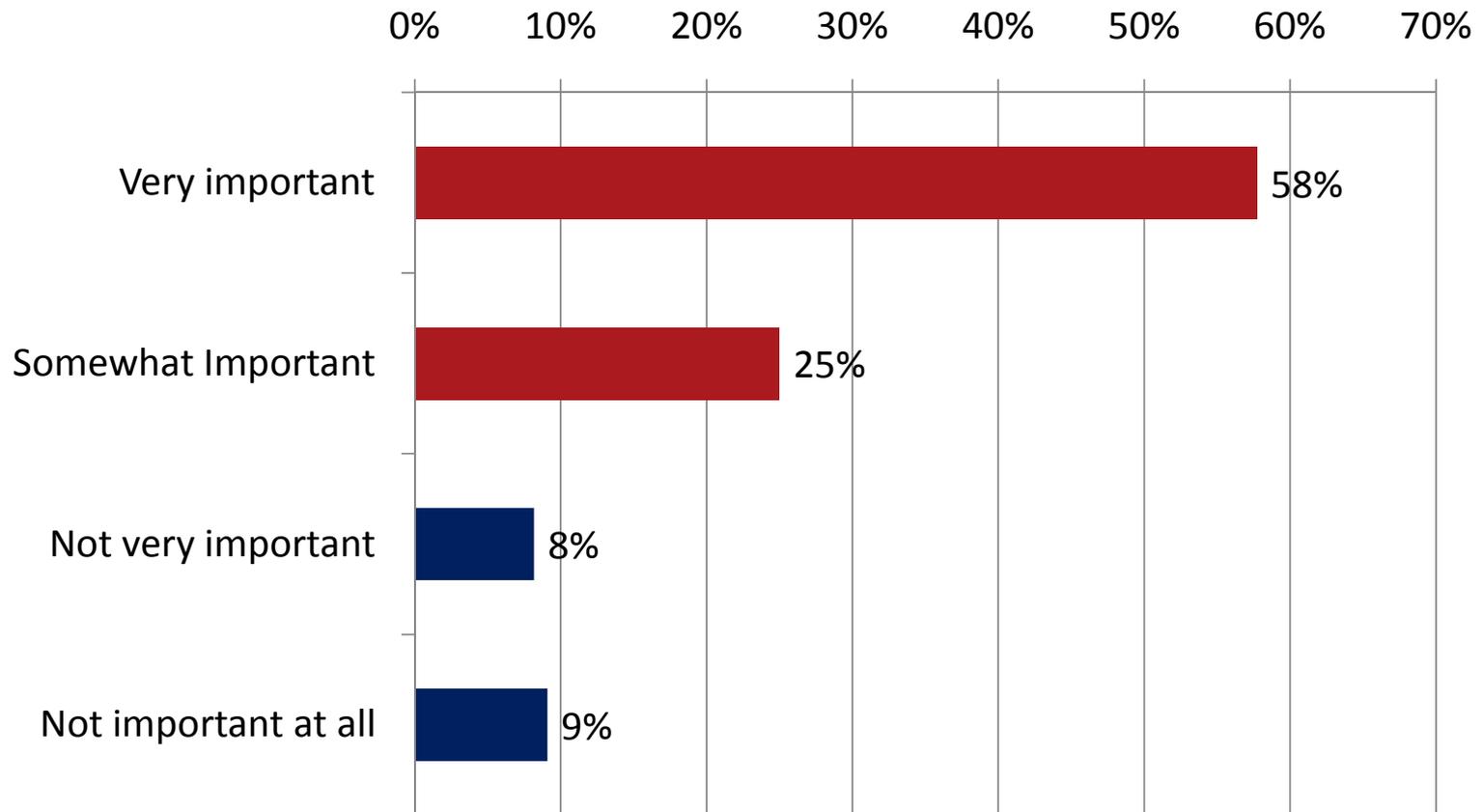
# Banquet capacity – 76% of interested event planners require fewer than 500 seats



# 87% of interested event planners require less than 50,000 sf of exhibit space



# A headquarters hotel is important or highly important to 83% of event planners



# Comparable Venue Analysis

- *Existing Tallahassee meeting supply*
- *Florida competitors*
- *Regional competitors*
- *Other venues in state capitals that offer exhibit, ballroom, and meeting space and would be comparable to the proposed convention center.*

## Primary lessons of comparable venue analysis

- Tallahassee lags far behind the competition in availability of exhibit, ballroom, and meeting space
- Lack of a full-service headquarters hotel and overall lack of proximate hotel room supply make it difficult for Tallahassee to compete
- Regional competitors provide the best examples of appropriate building programs
- Air access and lack of business presence will limit the types of events that Tallahassee can attract
- Cost and status as the state capital are the most significant marketing advantages

## Currently Tallahassee has limited exhibit and meeting options

- Tallahassee-Leon Civic Center is the primary exhibit / convention venue
  - 13,800-seat arena
  - 35,000 square foot exhibit hall
  - 16,000 square feet of meeting space
- Turnbull Conference Center is suitable for smaller conferences and meetings
  - 47,000 square feet of meeting/conference space
- Other facilities available for stand-alone meetings and banquets
  - Ruby Diamond Auditorium (FSU)
  - Dale Mabry Conference Center (airport)
  - Hotels, museums, university, and government facilities

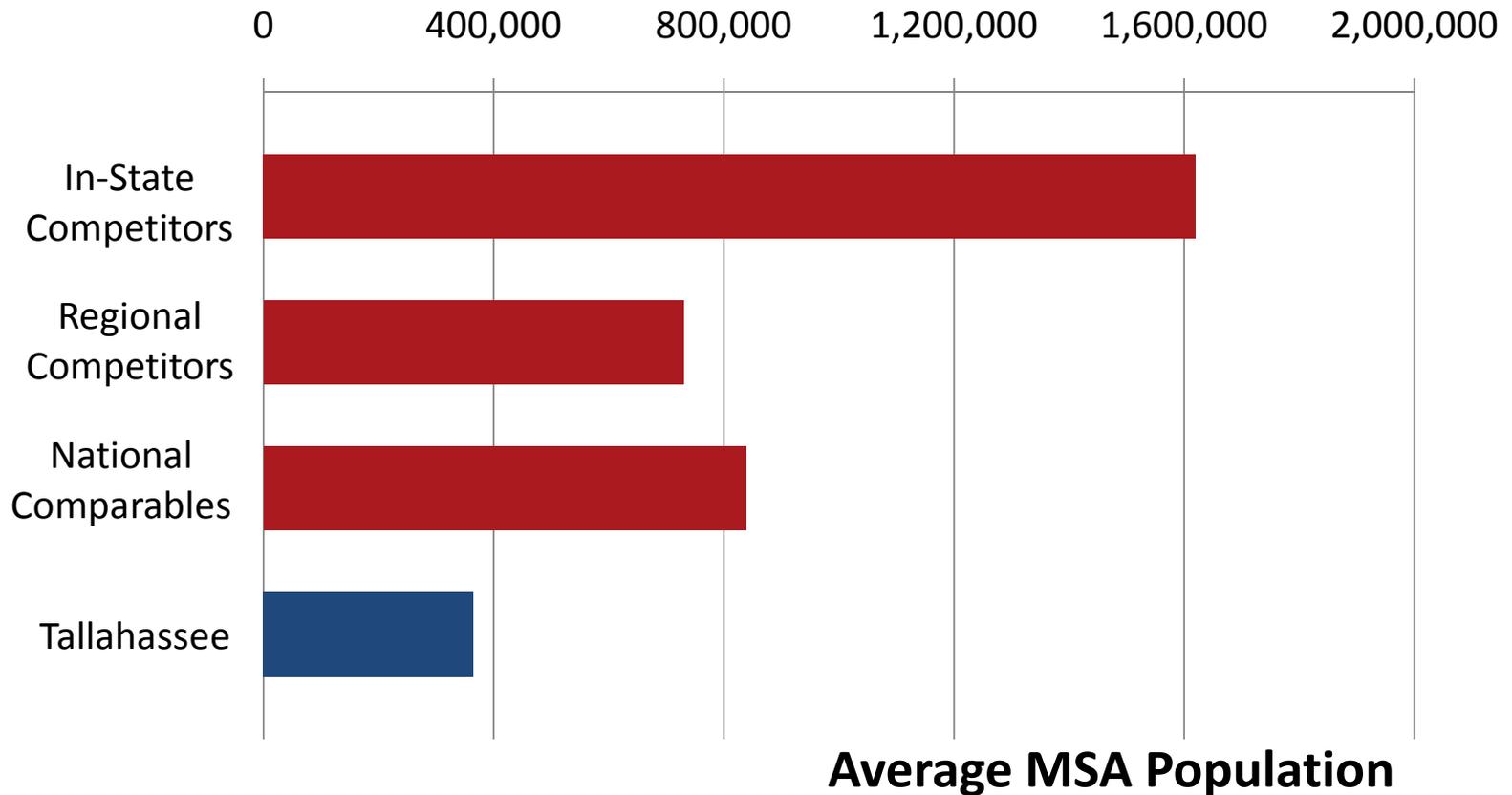
## Broad range of exhibit space offered in other Florida cities

Competitive State Venues	sf	# halls
Miami Beach Convention Center	502,848	31
Tampa Convention Center	200,000	3
Broward County Convention Center (Ft. Lauderdale)	199,526	4
Ocean Center (Daytona Beach)	167,760	2
Palm Beach County Convention Center	99,300	2
Sarasota Bradenton Convention Center	93,000	2
Prime Osborn Convention Center (Jacksonville)	78,540	2
Manatee Civic and Convention Center (Palmetto)	32,400	2
James L. Knight Center (Miami)	28,000	3
Lakeland Center	27,848	2
Average	142,922	5
<b>Median</b>	<b>96,150</b>	<b>2</b>

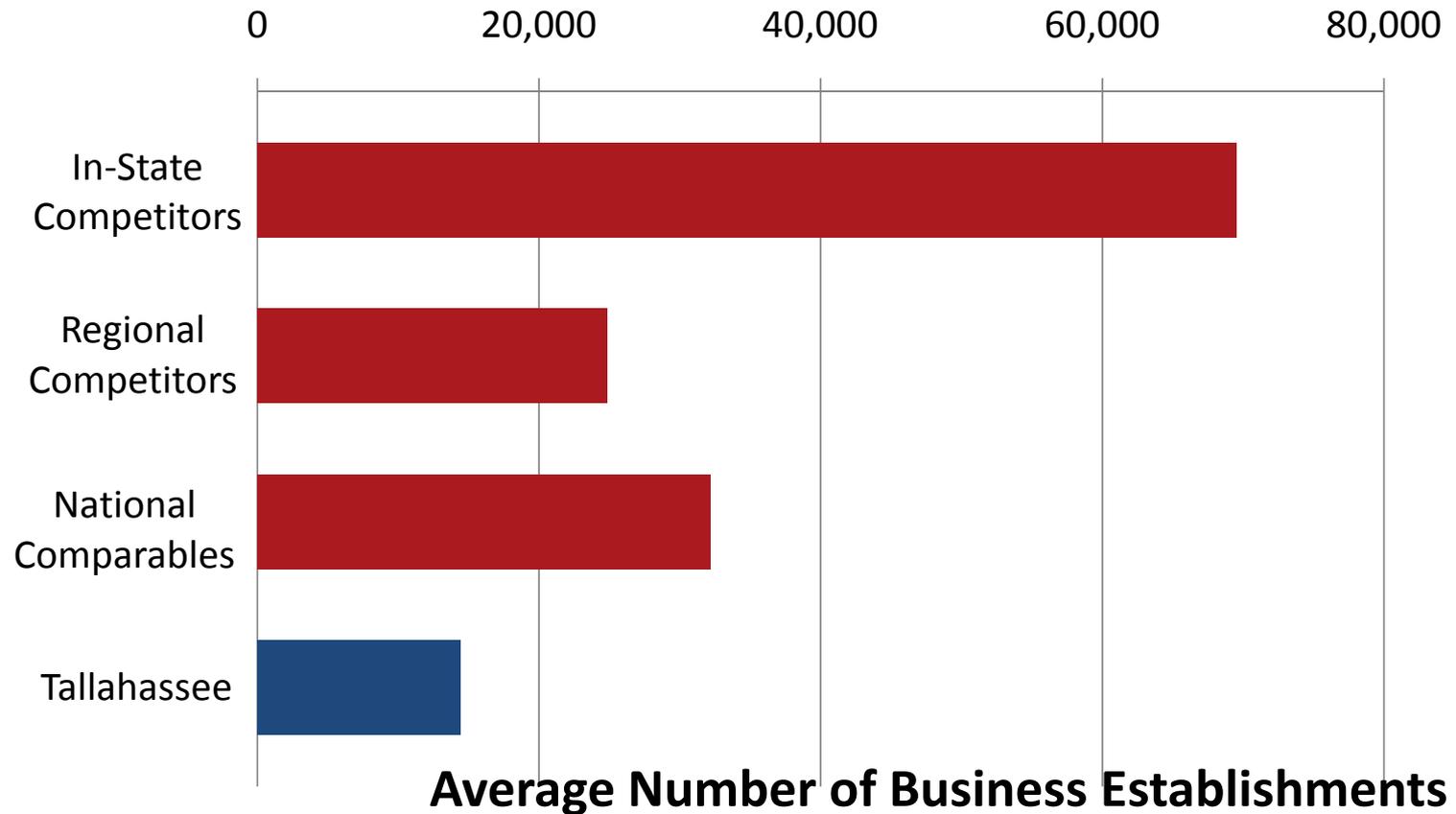
# Regional venues offer a median of 100,000 SF of exhibit space

Competitive Regional Venues	sf	# halls
Charlotte Convention Center	280,000	4
Birmingham-Jefferson Convention Complex	220,000	7
Virginia Beach Convention Center	150,012	4
Von Braun Center (Huntsville, AL)	106,800	5
Myrtle Beach Convention Center	100,800	3
Baton Rouge River Center	100,000	3
Mobile Convention Center	100,000	2
Savannah International Trade & Convention Center	97,750	2
Shreveport Convention Center	95,000	3
Charleston (SC) Area Convention Center	76,960	3
Jackson (MS) Convention Complex	60,000	2
Average	126,120	3
<b>Median</b>	<b>100,400</b>	<b>3</b>

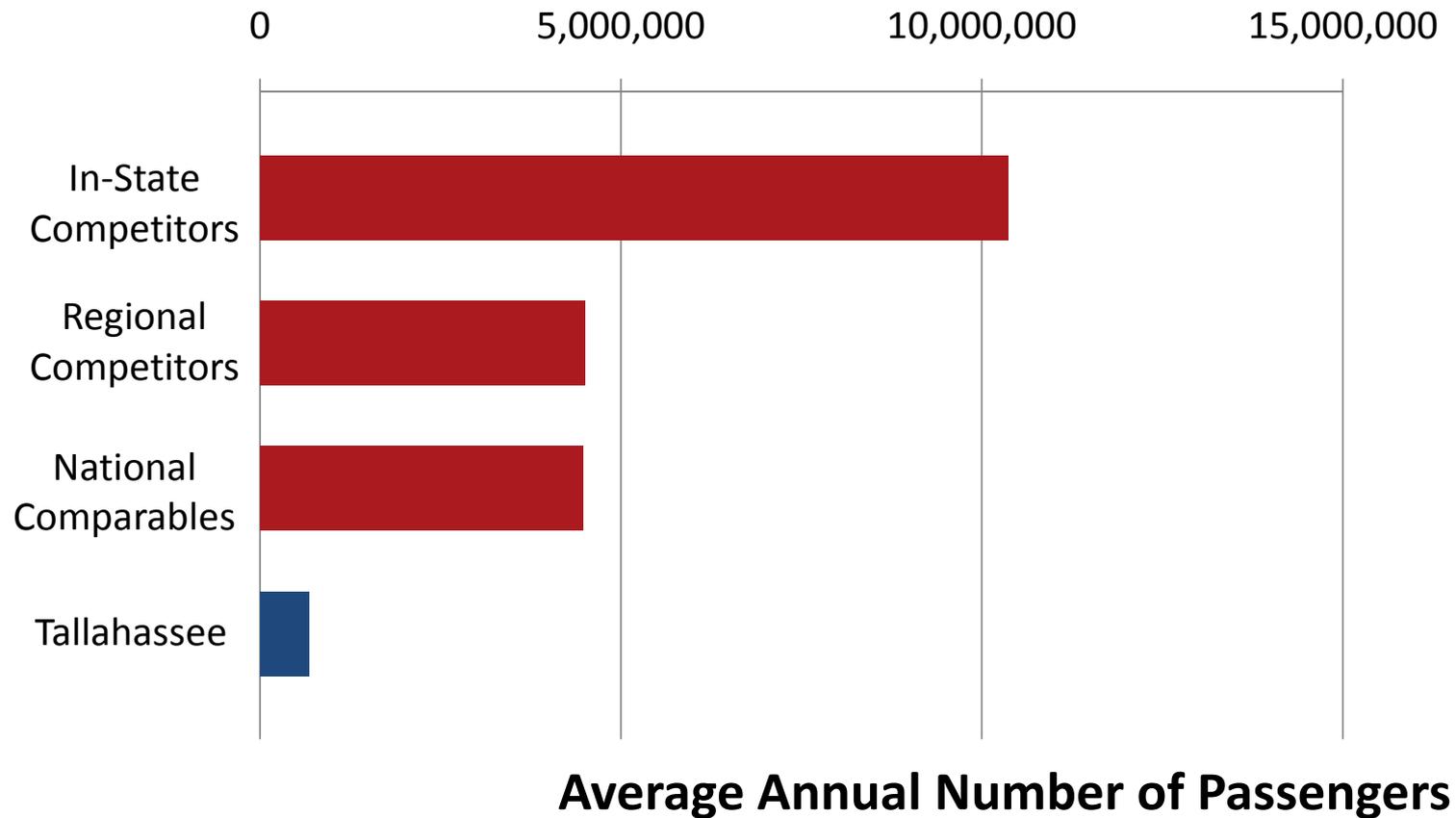
# Tallahassee has a smaller population than most of its competitors



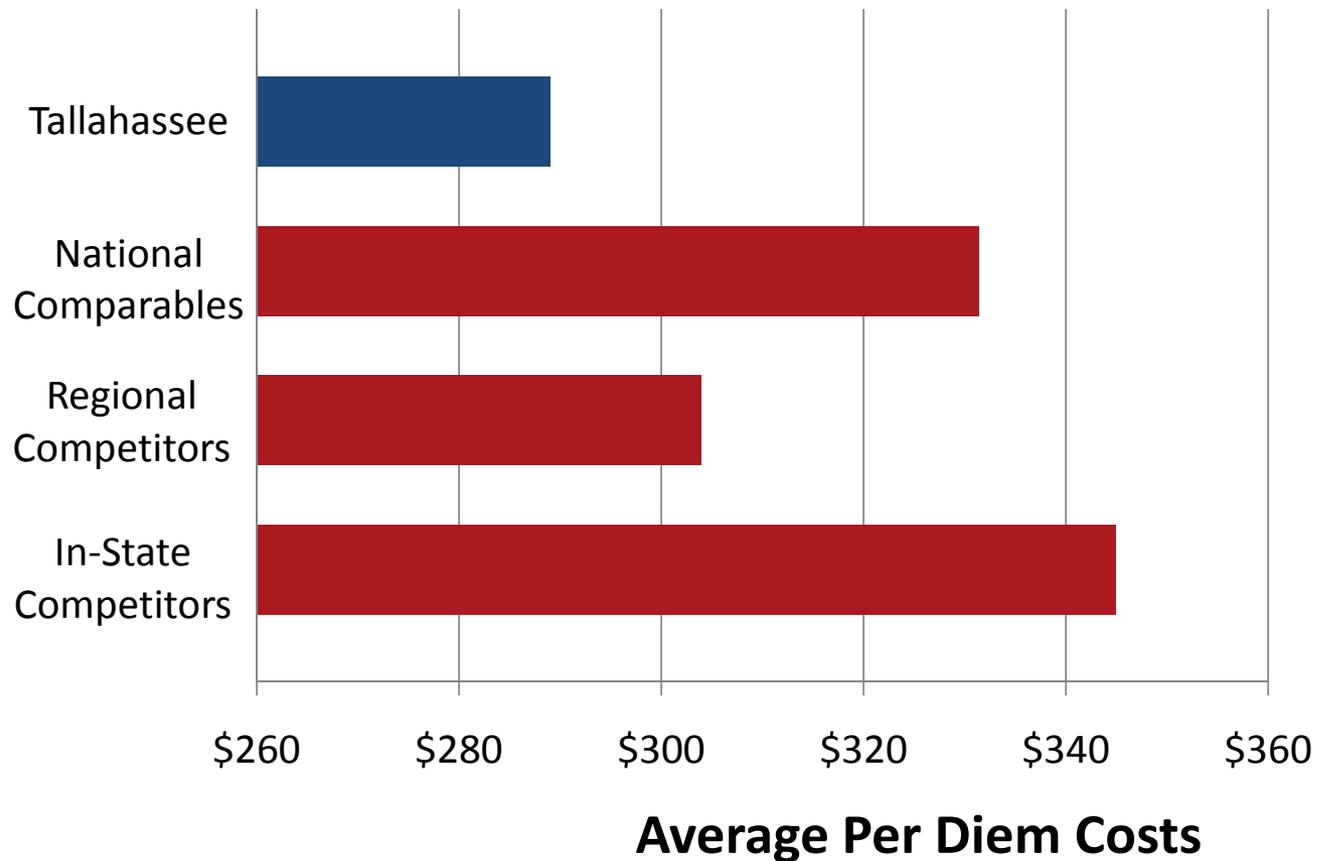
# Tallahassee has a relatively small business base from which to draw demand



# Tallahassee's low total passenger volumes indicate limited direct access to national destinations



## Visitors to Tallahassee enjoy lower costs for hotels, food & beverage, and car rental



# Building Program Recommendations

## Key assumptions

- The proposed Tallahassee Convention Center (“TCC”) and headquarter hotel would serve local demand for civic and sporting events and attract state and regional conventions, trade shows and regional sporting events.
- The Civic Center would continue as an independent operation in its current location as the main civic arena for the Tallahassee area.
- The proximity of the Civic Center to the proposed TCC site would allow for coordinated efforts to book larger events which could utilize both venues.
- The proposed headquarters hotel would independently operate the meeting and ballroom areas contained within the hotel footprint. Booking policy would allow Visit Tallahassee and TCC staff long range booking access to these areas for major conventions, trade shows, and other high impact events.
- TCC would open in January 2016 with demand stabilizing in 2020.

# Recommended functional areas for the convention center and hotel

- Tallahassee Convention Center
  - 100,000 square foot multi-purpose hall, divisible into 4 sections
  - 15,000 square feet of flexible meeting space in 2 meeting room blocks
- Headquarters Hotel
  - 300 guest rooms
  - 15,000 square foot ballroom divisible into 4 main and 10 sub-divisions
  - 12,000 square feet of flexible meeting space in 2 meeting room blocks

# Demand and Financial Projections

# Demand projections methodology

Demand projections based on the following:

- The recommended facility program,
- User surveys,
- Industry data and trends reports,
- Key market and economic indicators,
- Comparable venue program and operating data,
- Existing state and regional competitive venues,
- Interviews with government official and other stakeholders,  
and
- Interviews with representatives from Visit Tallahassee

## Convention center demand projections in a stabilized year of demand

Type of Event	
Conventions & Tradeshows	8
Consumer Shows	24
Banquets	30
Meetings & Conferences	60
Assemblies	5
Sports	12
Concerts & Entertainment	4
Other	12
<b>Total</b>	<b>155</b>

## Sports demand

- Visit Tallahassee with the efforts of the Tallahassee Sports Council booked nearly 100 events in 2009-10, bringing close to 20,000 room nights to Tallahassee.
- Leon County Facility Needs Assessment prepared by the Florida Sports Foundation (March 2011) identifies need for 72,000 square feet of multi-purpose indoor space.
- The 100,000 square foot multi-purpose hall could serve this need and be an ideal location for hosting indoor sports competitions and tournaments.
- Proximity of Civic Center and FSU facilities a positive for attracting larger, higher impact events
- TCC stabilized demand projections reflect use of multi-purpose hall for 12 youth and/or collegiate sports events annually.
- Challenge: Booking timeline for sports likely shorter than conventions and trade shows.

## Conventions, trade shows, and sporting events are the strongest room night generators

Type of Event	Average Attendance	New Room Nights in a Stabilized Year of Demand
Conventions & Tradeshows	525	6,300
Consumer Shows	2,500	4,500
Banquets	400	600
Meetings & Conferences	150	2,700
Assemblies	3,000	1,500
Sports	2,200	23,760
Concerts & Entertainment	2,500	500
Other	1,500	<u>900</u>
<b>Total Room Nights</b>		<b>40,760</b>

## Convention center stabilized year income and expenses (in 2011 dollars)

	Total (in thousands)
Total Operating Revenues	\$3,142
Total Operating Expenses	<u>(4,738)</u>
Net Operating Income (Loss)	(1,596)
Capital Maintenance	(63)
Management Fees	<u>(150)</u>
<b>Total Net Income (Loss)*</b>	<b>(\$1,809)</b>

\* Stabilized year (2020) \$2.4 millions as adjusted for inflation

## Projected operating subsidy is consistent with similar-sized venues across the U.S.

	Total Function Space (SF)	Annual Subsidy (\$000s)	Subsidy (\$) per Sq Ft
Comp 1	140,575	929	6.61
Comp 2	123,738	2,397	19.37
Comp 3	136,768	1,660	12.14
Comp 4	145,524	3,969	27.27
Comp 5	71,875	1,878	26.13
Comp 6	56,372	709	12.57
Comp 7	115,897	623	5.38
Comp 8	<u>112,375</u>	<u>3,691</u>	<u>32.85</u>
<b>Comps Average</b>	<b>112,891</b>	<b>1,982</b>	<b>17.79</b>
<b>Proposed TCC</b>	<b>115,000</b>	<b>1,809</b>	<b>15.73</b>

# Hotel Market Analysis

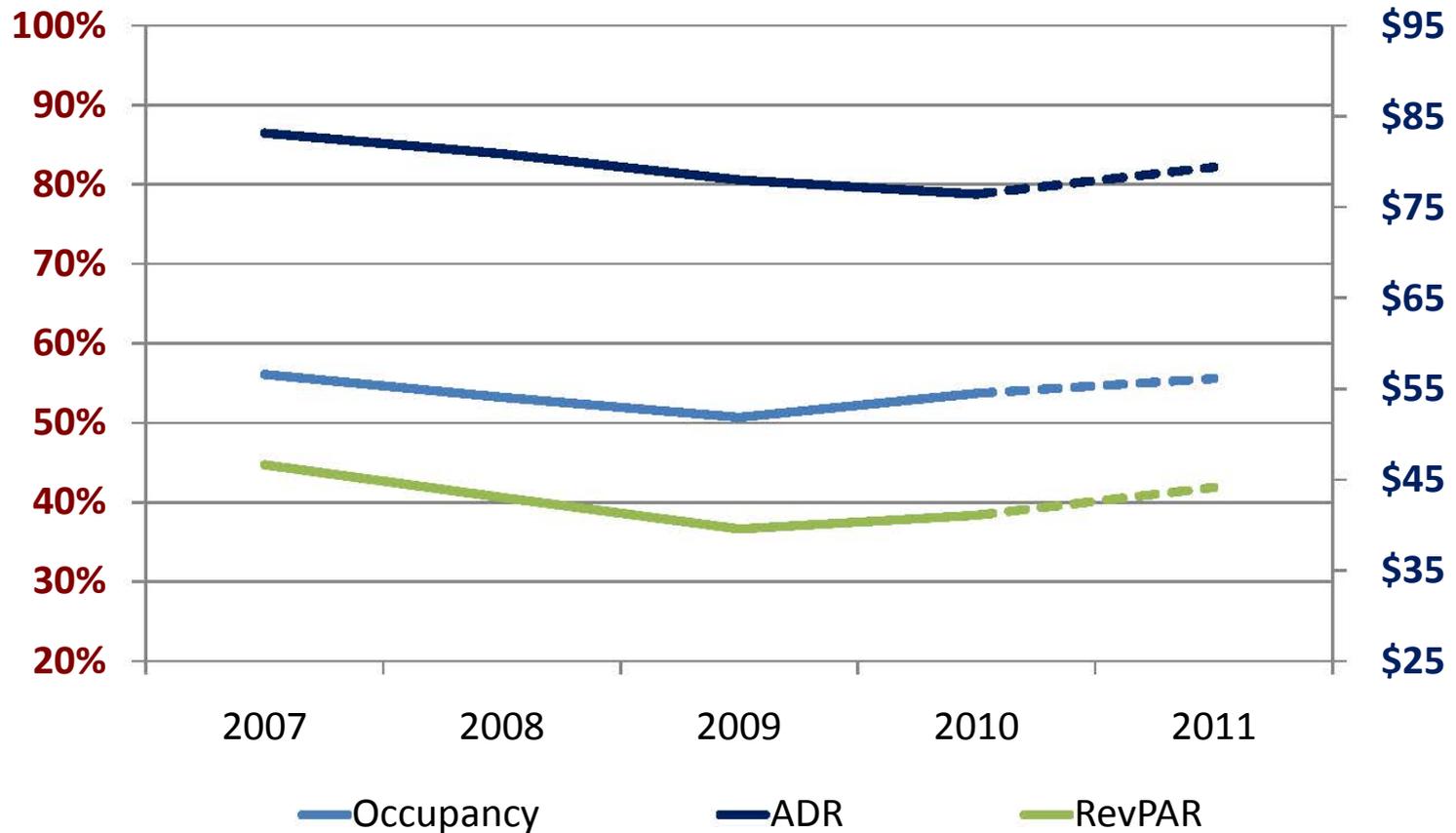
## Hotel market study conclusions

- HVS analyzed hotel development with room counts ranging from 300 to 350 rooms and we conclude that a 300-room property would provide the best alternative because it strikes the best balance between costs and benefits.
- A full-service hotel will significantly outperform the market as a whole because of its location and because most (but not all) existing hotels are limited service properties.
- The operating profit of the hotel would most likely be insufficient to support a private financing of the hotel, so some form of public incentive will be necessary to induce the development of the hotel.
- Other hotels in the market may experience a temporary decline in occupancy as new supply is added
- The proposed hotel and convention center project could induce up to 40,000 new room nights and mitigate the negative impacts of new supply. Some convention and other group business would overflow into the market as a whole.

## Competitive hotels – 1,961 rooms

<u>Primary Competitors</u>	<u># of Hotel Rooms</u>
Doubletree Tallahassee	243
Autograph Collection Hotel Duval	117
Residence Inn Gaines Street	135
aLoft Hotel Tallahassee Downtown	162
Closed Holiday Inn (Four Points)	<u>164</u>
<b>Sub-Total</b>	<b>821</b>
Secondary Competitors	<u>1,140</u>
<b>Total</b>	<b>1,961</b>

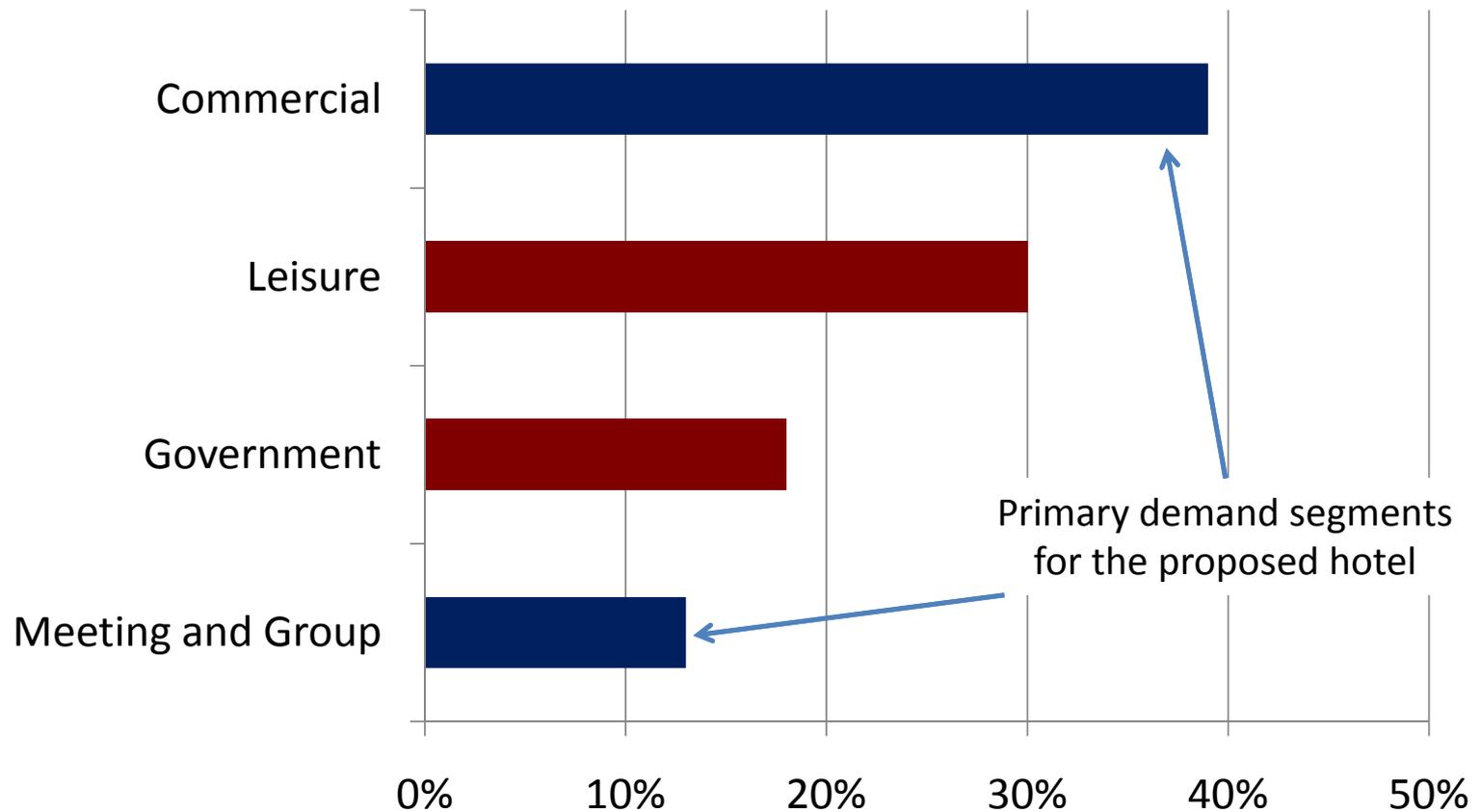
## Occupancy and room rates began to improve in 2010 and 2011 (estimates)



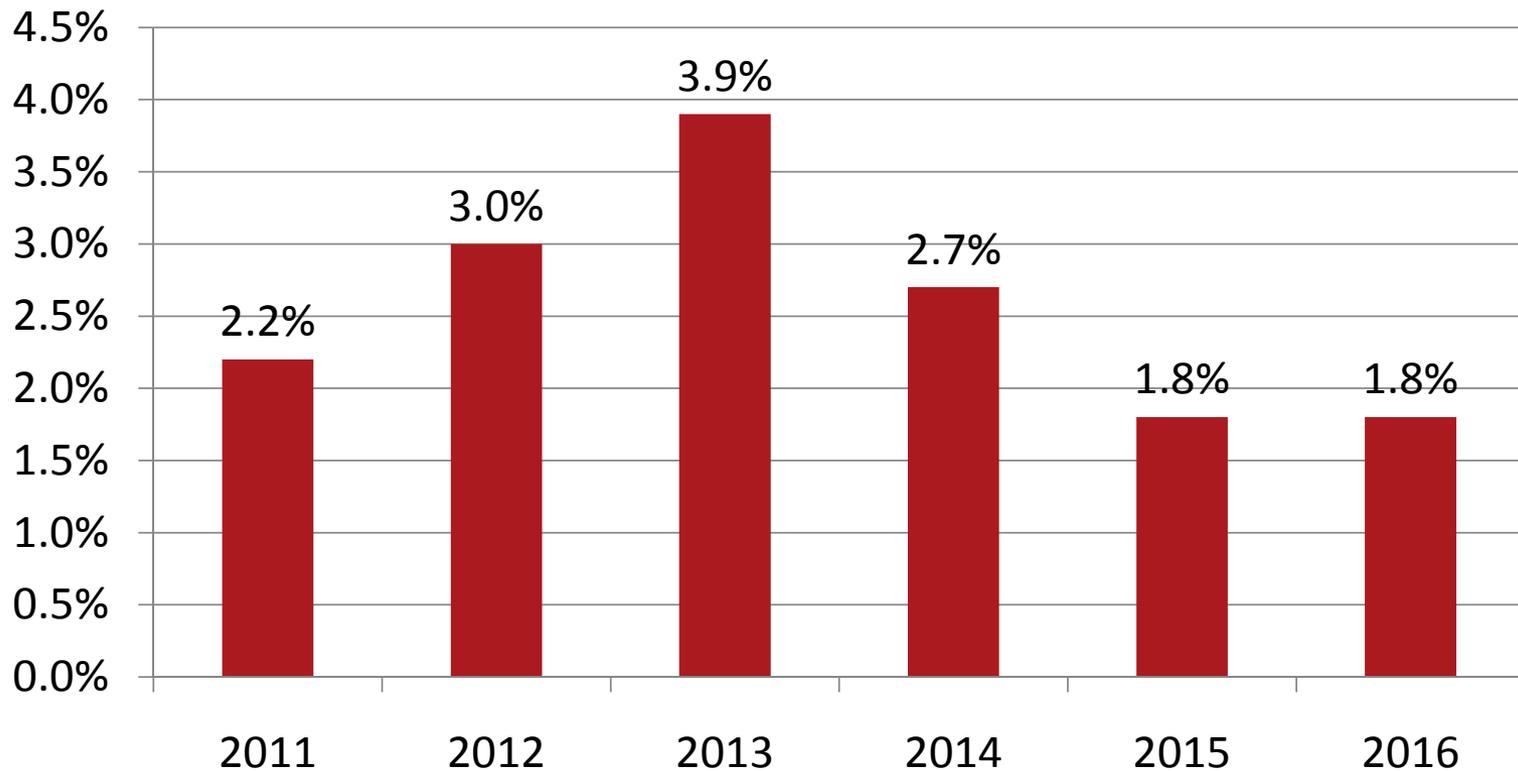
## Potential changes in hotel market

- Proposed Convention Center Hotel (assumed to open in 2016).
- Four Points Sheraton (former Holiday Inn) – to reopen in March 2012 after complete renovation would be competitive with the proposed convention hotel.
- Other proposed new supply – Fairfield, Ramada and a proposed hotel & casino - Gretna would not be directly competitive.
- We assume recovery of the underlying market before the proposed hotel would opens in 2016.

# Business (commercial) travel is the largest segment of accommodated room night demand



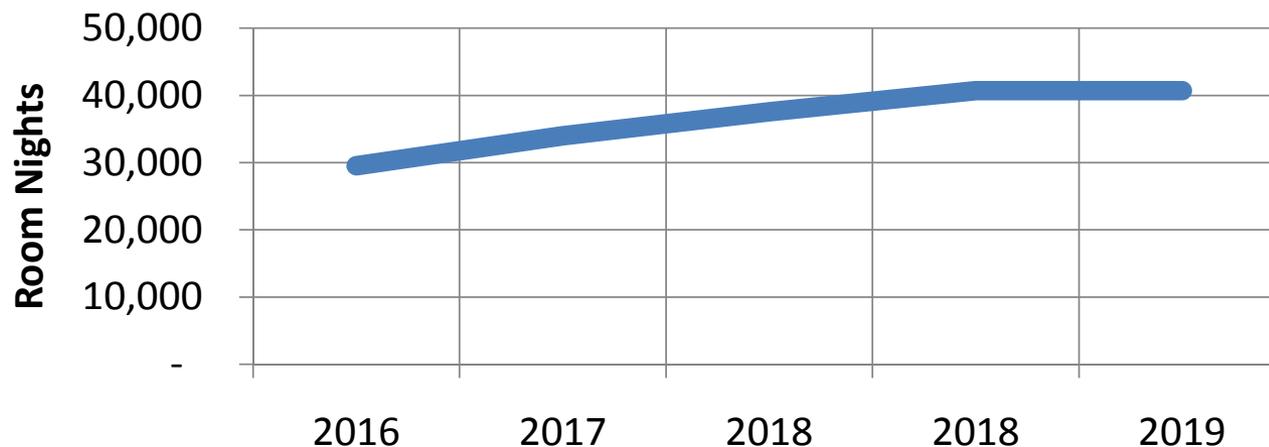
## Base demand for hotel lodging is assumed to grow at a moderate pace during a period of slow economic recovery



# Unaccommodated and induced demand

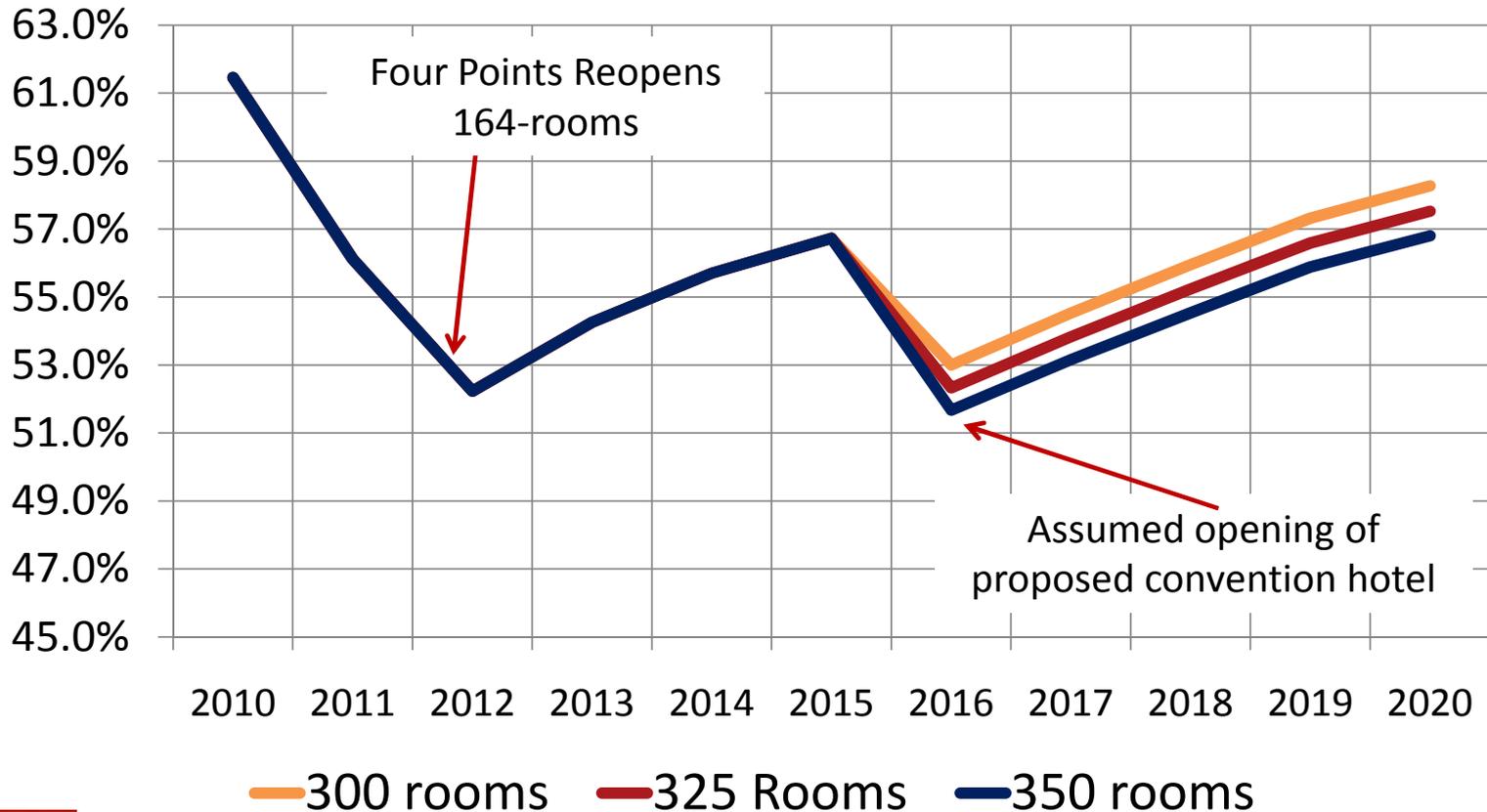
- HVS observed minimal amounts of pent-up or unaccommodated demand in the market today.
- The convention center has potential to induce up to 40,000 room nights, half of them coming from amateur sports events.

**Induced demand estimates**

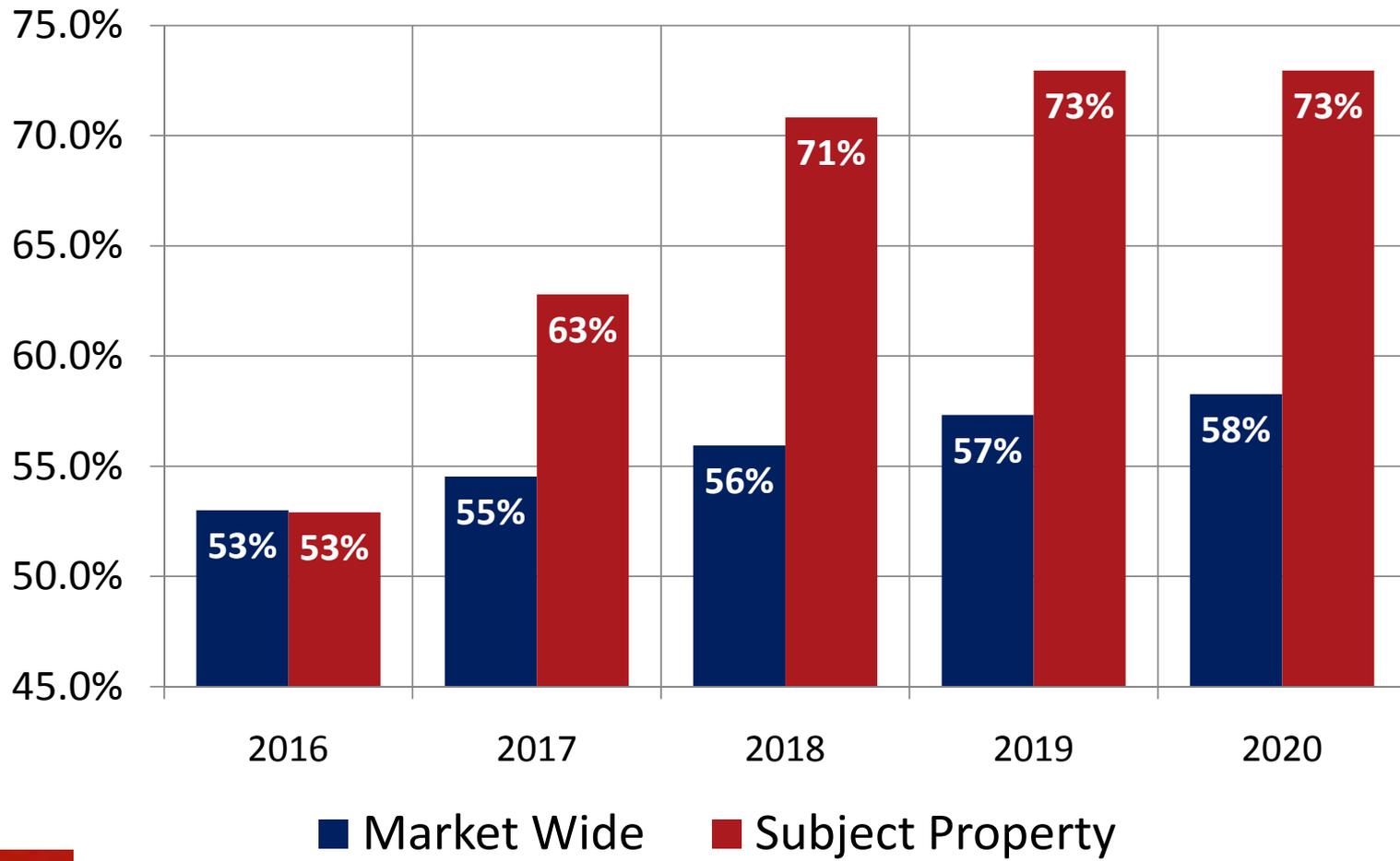


# HVS tested three room-count scenarios for the proposed convention hotel

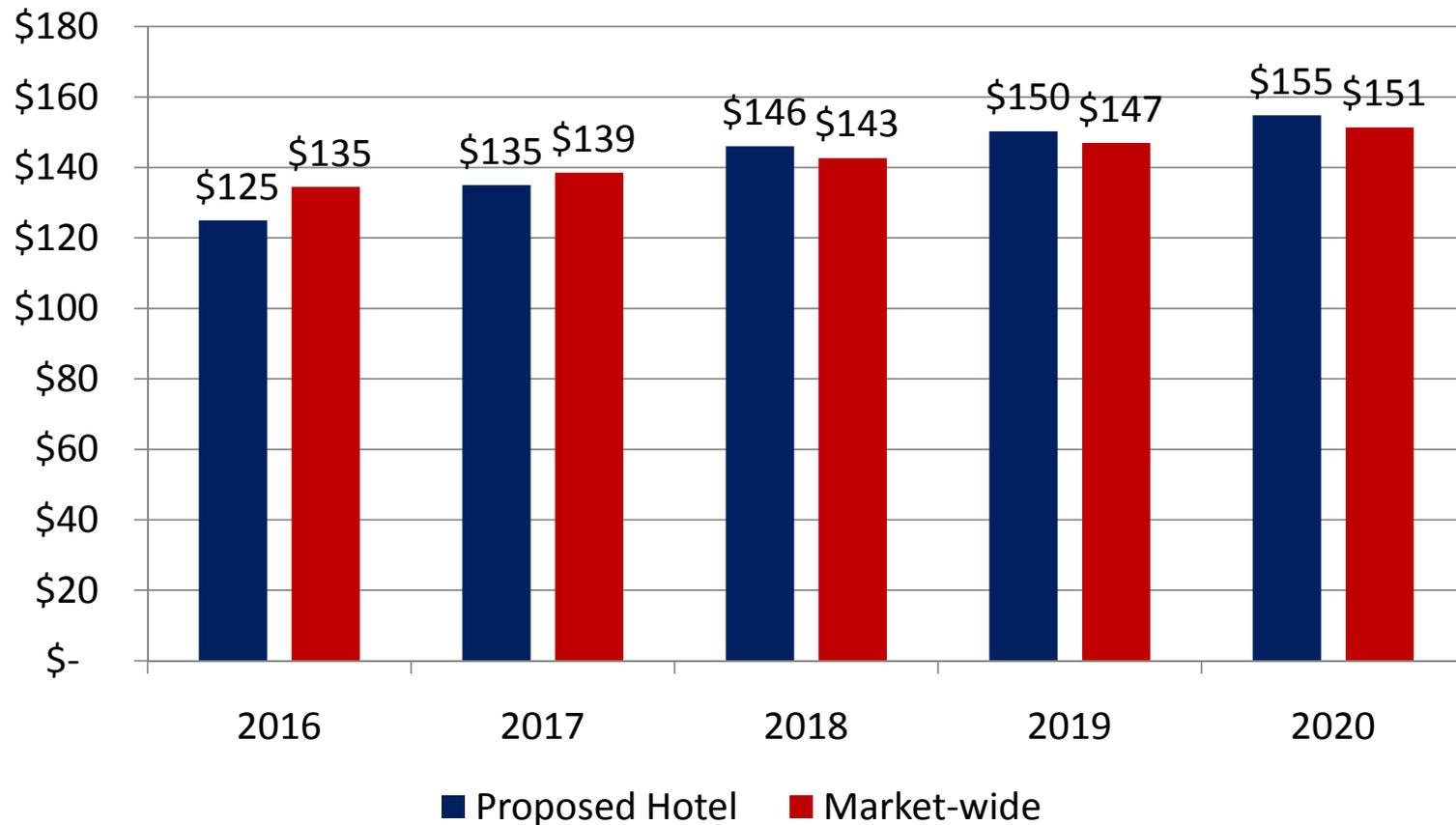
## Estimated Market Occupancy



## Estimate convention hotel occupancy (300-room scenario)



## Estimated average rate of the proposed hotel would exceed market when the hotel stabilizes



## Hotel stabilized year income and expenses

	Total (in thousands)
Total Revenues	\$21,856
Total Departmental Expenses	(8,623)
Total Undistributed Operating Expenses	(6,194)
House Profit	7,039
Fixed Expenses	(1,596)
Management Fees	(656)
<b>Net Operating Income</b>	<b>4,814</b>

## Range of possible hotel cost estimates

- Cost per room ranges from \$225,000 to \$325,000
- 300-room property = \$68 to \$98 million depending on:
  - Site conditions
  - Brand and quality of product
  - Local construction costs
  - Amounts of function space
  - Other amenities (e.g. restaurants)

## Key risk factors\*

- Risks that can be managed
  - Project completion
  - Adequate marketing effort
  - Downtown development
  - Competent management and labor agreements
- Uncontrollable Risks
  - Market performance – slower than forecast economic growth
  - Geopolitical
  - New supply

\*Risks are not limited to these items. Reader is advised to read the HVS report in its entirety for a more complete discussion of risk factors, assumptions and limiting conditions.

# Economic Impact



# Economic impact methodology

- HVS estimated new direct spending from 4 main sources:
  - Overnight attendees
  - Day trippers
  - Event organizers
  - Exhibitors
- HVS entered direct spending estimates into the IMPLAN model to calculate the resulting indirect and induced spending and job creation
- HVS applied appropriate state and local tax rates to new spending to calculate fiscal impacts

## HVS projects economic and fiscal impacts based on new spending in the State and City (in 2011\$)

	State of Florida	Leon County/ Tallahassee
Economic Impact	\$12 million	\$25.1 million
Fiscal Impact	\$340,000	\$560,000
Jobs	120	320

# Approach to operation and financing

		Ownership/Financing		
		Private	Public Private Partnership	Public
Operations	Integrated	Not Feasible	Private ownership of improvements on land leased from public sector. Requires substantial public incentives.	Public tax-exempt debt financing of entire project. Integrated venue operated under a Qualified Management Agreement ("QMA").
	Stand Alone	Private Ownership of hotel only. Convention Center not feasible.	Private ownership and operation of hotel. Public ownership and operation of convention center assets. Separate but coordinated operations.	Public debt financing of both projects. May be separate debt issuances. Separate QMAs for operation of hotel and convention center. Potential "self-operation" of the convention center.

# Range of potential costs of recommended convention center program -- \$96M to \$130M

Functional Area	Estimated Program Area (SF)	Estimated Gross Area (SF)	Cost per SF Range			Total Cost Range	
Exhibit Hall	100,000	175,000	250	to	350	\$ 43,750,000	to \$61,250,000
Meeting Rooms	15,000	26,250	250	to	350	6,562,500	to 9,187,500
Back of House	na	60,000	160	to	200	9,600,000	to 12,000,000
Circulation	na	100,000	175	to	225	<u>17,500,000</u>	to <u>22,500,000</u>
						<b>\$77,412,500</b>	<b>\$104,937,500</b>
General Conditions		8.0%				6,193,000	to 8,395,000
Phasing and Temporary Work		2.0%				1,548,250	to 2,098,750
Insurance and Bonds		1.5%				1,161,188	to 1,574,063
Fees		3.0%				2,322,375	to 3,148,125
Estimating Contingency		10.0%				<u>7,741,250</u>	to <u>10,493,750</u>
						<b>\$96,378,563</b>	<b>to \$130,647,188</b>

# Potential funding sources

- Convention Center
  - Hotel taxes
  - Gross Receipts Tax
  - Prepared Meal Tax
  - Land lease income/Development fees
  - Tax Increment Financing
  - Lease Financing
  - Other tourism taxes
  - Utility fee abatement
- Hotel
  - Developer Equity
  - Debt
  - Favorable land lease
  - Tax abatement
  - Utility fee abatement
  - Parking
  - Other related infrastructure improvements
  - Public financing of public spaces

# Next Steps



# Requests for qualifications and proposals from hotel developers

- Request for qualifications
  - Engage development community in project
  - Determine level of interest
- Request for proposals
  - Use response as a further basis for determining feasibility
  - Concept plans
  - Cost estimates
- Refine approaches to financing and public participation

## Lee Daniel - Fwd: Cultural Plan Review Committee request

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**From:** Emily Anderson  
**To:** Daniel, Lee  
**Date:** 9/4/2013 3:43 PM  
**Subject:** Fwd: Cultural Plan Review Committee request  
**CC:** Thiele, Herb

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Lee:

FYI per Herb. Thanks.

>>> Kelly Dozier <kelly@morethanbuildings.com> 9/3/2013 11:04 AM >>>

Dear Mr. Thiele,

I am contacting you with a question which arose from discussions of the Cultural Plan Review Committee. The subcommittee for Funding and Facilities is working on a proposal to the County and City Commissions which would involve a grant process for capital funding for Cultural and Arts organizations. The proposal is to use the current penny set aside for the performing arts center to create a capital funds grant open to arts and culture organizations who qualify. We understand that this funding falls under certain State statutes and has limitations regarding how it may be used. More specifically, we understand from Mr. Lee Daniels, that if it is used for capital needs, it is limited to "auditoriums and museums". We are seeking clarification regarding the definitions of these terms as it may strongly impact which organizations may be eligible for the grant process. We are especially concerned about the word "museums" and how that may be interpreted. If it is strictly interpreted to mean only those organizations which are certified as museums this would eliminate many arts organizations. If it is interpreted in a way which allows organizations which have "collections" or provide "interpretations and education", this would allow more of our cultural and arts organizations to participate in the grant process.

We are planning to make this recommendation to the Commissions in the next couple of weeks prior to the meeting to determine the use of the aforementioned funds. Your help with this question is greatly appreciated.

Please feel free to contact me at 850-544-6399 or via email if you have any questions.

All the best,  
Kelly Dozier  
Cultural Plan Review Committee Chair



KELLY SIMMONS DOZIER, Senior Vice President, Chief Community Officer  
<mailto:Kelly@MoreThanBuildings.com> | [www.MoreThanBuildings.com](http://www.MoreThanBuildings.com)  
1203 Miccosukee Road, Tallahassee, FL 32308  
p: 850.878.8272 | c: 850.544-6399 | f: 850.878.6038



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

County Attorney's Office  
Suite 202, 301 S. Monroe Street  
Tallahassee, FL 32301  
(850) 606-2500 (Telephone)  
(850) 606-2501 (Telefax)

Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESLOGE

District 4

KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THULE

County Attorney

September 6, 2013

Kelly Dozier, Senior Vice President and  
Chief Community Officer  
Mad Dog Construction  
1203 Miccosukee Road  
Tallahassee, FL 32308

**Via Email Only**

Re: Request by Cultural Plan Review Committee Regarding TDT Funds

Dear Ms. Dozier:

Our office is in receipt of your correspondence requesting clarification regarding definitions of the terms "museums" and "auditoriums" for purposes of determining who is or isn't eligible for use of TDT funds under a proposed "capital funds grant" process.

Section 125.0104(5)(a)(1), Florida Statutes, states under "Authorized Uses of Revenue" that "all tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes **only**:"

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public within the boundaries of the county or subcounty special taxing district in which the tax is levied.

Where a statute sets forth the things upon which are permissible or forbidden, it is ordinarily to be construed as excluding from its ambit those things not expressly mentioned. *Thayer v. State*, 355 So.2d 815, 817 (Fla. 1976). Thus, the specific enumeration in Section 125.0104(5)(a), Florida Statutes, of those uses, events or projects for which TDT revenue may be spent implies the exclusion of all other such uses. See, *Dobbs v. Sea Isle Hotel*, 56 So.2d 341, 342 (Fla. 1952), and *Alsop v. Pierce*, 19 So.2d 799, 805-806 (Fla. 1944), for the proposition that a directive by the Legislature as to how a thing shall be done therefore acts as a prohibition against it being done in some other way.

*"People Focused. Performance Driven."*

September 6, 2013  
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In short, §125.0104(5)(a)(1) limits the use of TDT funds to publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums, and likewise specifically permits the expenditure of TDT funds for museums and zoological parks that are owned and operated by not-for-profit organizations and open to the public, as an exception to the general requirement that facilities be publicly owned to be eligible for use of such funds. (See, *AGO 00-25*, April 26, 2000).

The terms “museum” and “auditorium” are not defined under this section; however, the State of Florida Division of Cultural Affairs has the following definitions for museums:

Art Museum:

A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting, and caring for visual artwork as well as sponsoring and producing visual art programs

Historical Museums:

A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of collecting, exhibiting and caring for artifacts and other objects of intrinsic historical value as well as sponsoring and producing programs that are related to the historical resources of Florida.

Science Museum:

A department or agency of the state or local government or a public or private not-for-profit organization operating in Florida on a permanent basis for the primary purpose of sponsoring, producing and exhibiting programs for the observation and study of various types of natural science and science technology. This definition includes, but is not limited to:

- aquariums
- arboretums
- botanical gardens and nature centers
- museums of science
- science-technology centers and planetariums
- zoological parks.

September 6, 2013  
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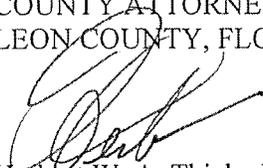
We did not find any specific definition of auditoriums in the statutes or with the State of Florida Division of Cultural Affairs.

Please note also that the Board of County Commissioners will be conducting a workshop on October 29, 2013 regarding tourism issues.

We hope that this responds to your request and, should you have any further questions, please contact the County Attorney's Office.

Sincerely yours,

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA



Herbert W. A. Thiele, Esq.  
County Attorney

HWAT:ea

cc: Lee Daniel, Director, Tourist Development  
Ken Morris, Director, Economic Development & Business Partnerships

Date: October 9, 2013

From: The Cultural Plan Review Committee

To: The Leon County Board of County Commissioners

Re: Proposed Matching Grant for Capital Needs of Arts and Cultural Facilities

In recent years significant funds were set aside and other efforts made regarding the support two specific cultural facilities (The Performing Arts Center and ArtsExchange), a balance was lacking between the efforts to create new facilities and the preservation and improvement of existing facilities.

In order to address the clear need to identify capital improvement funding, The Committee recommends a new matching grant program with a dedicated source of revenue. The Committee recommends this revenue source be bed tax dollars currently allocated for The Performing Arts Center.

Some cultural facilities are currently working to maintain or expand their properties, many of which are long-standing, community resources. The Committee recommends that a slight advantage (bonus points) be initially offered to reward the many years service these facilities have offered to our community. These considerations could assist critical needs that exist in aging facilities or with accessibility updates. These types of improvements offer an opportunity to enhance the property's overall value or increase its useful life, creating a solid cultural foundation for our community's future. This recommended advantage should be phased out over five years.

Some of the key aspects of the grant are:

- Facility must be physically located in the City of Tallahassee or Leon County.
- Eligible organizations must be not-for-profit organizations in good standing with the IRS.
- Matching Grant Funds are required
- The maximum grant amount is \$500,000
- The four criteria for eligibility are:
  - Scope of Work
  - Project Budget and Matching Funds
  - Need for Project
  - Project Impact

In keeping with state statutes, the Leon County, Board of County Commissioners have the authority to establish the number of pennies collected for Bed Tax.

The Leon County Tourist Development Council is the Advisory Body with the responsibility to make recommendations to the Leon County Board of County Commissioners regarding the recommended use of Bed Tax dollars.

The committee recognizes that the suggested source of funding for this grant, Bed Tax dollars currently allocated to the Performing Arts Center, will require a change in the existing Interlocal Agreement between The City of Tallahassee, the Leon County Board of County Commissioners and the Tallahassee Community Redevelopment Agency.

The Committee recognizes the proposed grant requires additional work to establish procedures for applying for and administering the grant. The Committee further recognizes that vested stakeholders are currently evaluating how other, related grant programs are being administered and how they should be administered in the future.

The Committee would be pleased to continue to work to further its recommendations as other elements of the new Cultural Plan are offered for consideration and approved.

## **PROPOSED CAPITAL NEEDS MATCHING GRANT FOR ARTS AND CULTURAL FACILITIES**

**Purpose of the Program** – To offer support and funding for renovation, new construction, or acquisition of cultural facilities located in Leon County or The City of Tallahassee.

A Cultural Facility is a building which shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not limited to: music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences.

The intent of this grant program is capital improvement which for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

**Basic Eligibility:** All applicants must meet the following basic Legal and Program eligibility requirements at the time of the application.

All applicant organizations must:

- 1) Be physically located in The City of Tallahassee or Leon County, Florida.
- 2) Be a non-profit, tax exempt Florida corporation according to these definitions:

Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, *Florida Statutes*.

Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and,

Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.

- It is understood that the source of grant funds may result in additional requirements that affect eligibility for applicants.

### **Grant Requirements:**

- A. Own or have an executed lease for the undisturbed use of the land or buildings or both. In the cases where either the land or buildings or both are leased by the applicant, the owners must also meet the criteria in number 1. above.

**Exception:** Land or buildings or both owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.

- B. Retain ownership of all improvements made under the grant. **Exception:** Unless land or buildings or both owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.
- C. An organization operating budget showing Total Revenue and Support for the last completed fiscal years.
- D. A digital file reduction of current architectural plans.
- E. Support letters indicating project impact and worthiness (5 letters or fewer.)

### **Grant Restrictions:**

The Cultural Facilities program grant does not fund feasibility studies, architectural drawings or operational support.

Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at [www.nps.gov/history/hps/tps/tax/rhb/](http://www.nps.gov/history/hps/tps/tax/rhb/).

Although applicants may apply for more than one project, applicants can only have one "open" cultural facilities grant at a time.

### **Submissions and Review Calendar – To be determined**

**Request Amount:** The maximum grant amount that may be requested is \$500,000. There is no minimum amount. Only a single application for any applicant may be submitted in the same year.

**Match Requirements:** Organizations must demonstrate SECURED funds equal to the amount requested (\$1 to \$1 match). The funds must be placed in a designated account for the sole purpose of the project and there will be accountability requirements before, during and after the release of grant funds. Alternative or additional match requirements may be required depending on the funding source.

### **Single Phase and Multi-Phase Projects:**

Single Phase Projects are defined as those, which will be completed within 21 months after grant funds are available.

Multi- Phase Projects are defined as those for which funding will be requested for different phases of the *same* project over a period not to exceed 3 years. Multi-phase projects *must* have activities in each year for which funding is requested.

Requested total amount may not exceed \$500,000, but grant funds may be allocated to the applicant in varied amounts, subject to project needs and availability of matching funds.

All required matching funds must be secured prior to grant approval.

Applicant must define phases of the project and submit a separate request for each project phase over the 3-year period. Phases must be numbered, in keeping with the order of the project and application submissions.

For multi-phase projects, applicants should describe all construction or renovation work to be done (i.e., all additional phases), beyond the construction or renovation described in the original proposal. Applicants should describe a clear understanding of the entire project. Applications that are not identified as “multi-phase” will be determined to be single phase which could result in forfeiture of funding if project is not completed on time.

**Changes in Project Scope or Venue:** Anything that substantially reduces the scope or character of the funded project is not allowed. Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle.

**Project Extensions:** Grant period extensions for single-phase and multiphase projects may be requested by the organization. An extension of the completion date must be requested at least 30 days prior to the end of the grant period.

Extensions may not exceed 120 days for any single-phase project or 120 days for any phase of a multiphase project unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

Multiphase projects remain subject to the original overall time limitation (i.e. 3 consecutive years), regardless of the number of approved grant extensions. A Grant Amendment Request (GAR) form (see Grant Forms) should be used when requesting an extension.

**Non-Allowable Costs:** Grant funds may not be spent on the following:

- A. General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

- B. Costs associated with representation, proposal, or grant application preparation.
- C. Costs incurred or obligated before project timeline approved in the grant process.
- D. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- E. Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- F. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
- G. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
- H. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
- I. Re-granting, contributions, and donations.
- J. Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement.

**Review Criteria and Scoring:**

Each eligible application will be evaluated on competitive criteria.

Criteria	Application section(s)	Worth
Scope of Work	Scope of Work: Project Narrative and Phases	up to 25 points
	<ul style="list-style-type: none"> <li>• Describe the project or which you are requesting support.</li> <li>• Describe how the board has been engaged in using an inclusive, thorough planning process to make informed decisions about the project.</li> <li>• Describe the ability to operate and maintain equipment/facility after the project is complete.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Provide a detailed construction schedule for the project.</li> <li>• Describe how the project corresponds to the organization's long-term facilities plan.</li> <li>• Have permits been secured, if applicable</li> </ul>	
<p>Project Budget and Matching Funds</p>	<p>Proposal Budget Detail: Expenses Proposal Budget Detail: Income Matching Funds Statement</p> <ul style="list-style-type: none"> <li>• Describe the administrative and financial capabilities to implement the project, including budget.</li> <li>• Demonstrate financial need for a grant.</li> <li>• Provide three years organizational and financial data</li> <li>• Have matching funds committed to the project or demonstrate an ability to raise funds to complete the project</li> <li>• Have capital reserves in place or demonstrate an ability to successfully fund depreciation</li> <li>• Include a project budget that identifies all sources of funding (committee, pending and/or projected)</li> <li>• Includes a project budget where the costs are prioritized and informed by construction drawing phase engineers/estimates or professional third party bids</li> <li>• Have identified and/or hired the project's leadership and key contracted personnel, as needed, and demonstrate they have the appropriate skills and capacity to implement the project.</li> <li>• Demonstrate that there is a current capital campaign for this project and how additional funds to complete the project will be</li> </ul>	<p>up to 25 points</p>

	obtained	
Need for Project	<p>Need for Project and Operating Forecast Detail</p> <ul style="list-style-type: none"> <li>• There must be a demonstrated need for the project that is integral to the mission and overall strategic organizational plan</li> <li>• Demonstrate that the project is appropriately sized relative to the capacity and needs of the organization</li> <li>• For projects that either expand programming or square footage, or both, provide evidence of market demand for said expansion</li> <li>• For maintenance and/or repair projects, demonstrate that it is in the context of an overall capital needs assessment and replacement schedule</li> <li>• Describe the project's use of energy efficient products and/or technologies</li> <li>• Describe the project's impact on accessibility, quality of life, job creation, economic growth, cultural tourism or other issues deemed relevant.</li> <li>• Describe how the project will sustain and/or enhance the future operating stability/capability of the facility.</li> <li>• Describe the broad-based community support the project has and the number of constituents affected.</li> <li>• Demonstrate cooperation between local community groups, professional companies, organizations and local government authorities to ensure the most efficient use of</li> </ul>	up to 25 points

	available resources, as well as high level of community support for the project.	
Project Impact	<p>Project Impact</p> <ul style="list-style-type: none"> <li>• Demonstrate expected increase in visitor draw to the facility being improved.</li> <li>• How will the project be evaluated? What goals or outcomes are you expecting?</li> <li>• Detail how this project will affect the audience and communities served by your organization.</li> <li>• Demonstrate ability of project to have a positive impact on cultural awareness on a local, regional or statewide basis.</li> <li>• Thoroughly analyze the impact the capital project will have on the organization's future finances if expanding square footage or programming.</li> </ul>	up to 25 points

Possible Bonus Points for Length of operational service:

10 to 15 years - 2

15 to 20 years - 3

More than 20 years - 5

The total possible number of points is 105. The Application Review Committee's evaluation will be based on the information contained in the application and required attachments. The Committee members' individual ratings will be averaged to determine a final score for each application.

Applications receiving a score of 75 or higher will be considered for funding.