



Agenda Item Cover Sheet

Agenda Item No. _____

Meeting Date May 9, 2023

Consent Section

Regular Section

Public Hearing

Subject: Approve 6-month extensions to the Agreements for Services for Susan M Finch and Pamela Jo Hatley to serve as Land Use Hearing Officers providing for continuity of service while an official solicitation for Land Use Hearing Officers is conducted.

Department Name: Development Services

Contact Person: Adam Gormly

Contact Phone: 276-8422

Sign-Off Approvals:

Deputy County Administrator

Date

Department Director

Date

5/2/2023

Management and Budget – Approved as to Financial Impact Accuracy

Date

County Attorney – Approved as to Legal Sufficiency

Date

Staff's Recommended Board Motion:

Approve 6-month extensions to the Agreement for Services for Susan M Finch and Pamela Jo Hatley to as Land Use Hearing Officers providing for continuity of service while an official solicitation for Land Use Hearing Officers is conducted. The cost of this action can be accommodated within the adopted FY23 Development Services Department Operating Budget.

Financial Impact Statement:

The cost of this action can be accommodated within the adopted FY23 Development Services Department Operating Budget.

Background:

The Hillsborough County Land Development Code (LDC) provides for the appointment of Land Use Hearing Officers by the Hillsborough County Board of County Commissioners. The Land Use Hearing Officers are appointed to conduct public hearings, administer oaths and take testimony and evidence regarding land use matters regulated by the LDC, and to enter written orders or provide written recommendations to the Board in these matters.

The County currently has two Land Use Hearing Officers, Susan M Finch and Pamela Jo Hatley, who were most recently appointed to one-year terms in May of 2022. Land Use Hearing Officer terms of appointment are typically longer than on years however the Board had recently directed the drafting of potential amendments to the LDC that would have modified the rezoning process and Land Use Hearing Officer qualifications. The Board opted to make one-year appointments to allow the Land Use Hearing Officers to continue serving while the potential LDC amendments were considered by the Board; once the LDC amendment process concluded, a solicitation for LUHO applicants could then be done which would reflect any revised criteria.

Due to various factors, including a storm event that caused the cancellation of a scheduled public hearing, the consideration of the LDC amendments did not conclude until April 20, 2023, which did not

leave sufficient time to conduct an official solicitation for Land Use Hearing Officer applicants. During the term of the extensions, staff will solicit for Land Use Hearing Officer applicants for appointment by the Board prior to the expiration of the 6-month extended terms.

List Attachments: Agreements for Services, Resumes

**AGREEMENT FOR SERVICES
LAND USE HEARING OFFICER**

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between HILLSBOROUGH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as COUNTY; and SUSAN M. FINCH, hereinafter referred to as a LAND USE HEARING OFFICER (“LUHO”).

WITNESSETH:

1. The LUHO shall faithfully perform the duties set forth in Sec. 9.02.01 of the Hillsborough County Land Development Code (“LDC”).

2. As compensation in full for the services rendered, the LUHO shall be paid at the rate of SEVENTY-FIVE (\$75.00) DOLLARS per hour for actual hearing time, and for each hour of research, report writing, and field visits pertinent to the public hearing matter and any other duties required to the performance of said services pursuant to this Agreement. Additionally, the COUNTY will reimburse the LUHO for any and all necessary expenses incurred relative to the performance of all duties required by this Agreement; provided further, however, said duties shall be so performed annually by the LUHO at an annual cost to the COUNTY not greater than the annual sum indicated by the provisions of paragraph 3 of this Agreement.

3. Prior to receiving monthly payment or reimbursement relative to all earned compensation or expenses, the LUHO shall, on a monthly basis, submit to the Clerk of the Board of County Commissioners a valid itemized invoice detailing the number of hours of service provided; together with a listing of any necessary expenses incurred, as evidenced by mileage logs and receipts. Such payment or reimbursement due the LUHO shall be paid by the COUNTY within thirty (30) days of receipt of said invoice and documentation. Pursuant to and in consideration of all the provisions of the Agreement relative to the required performance of the LUHO, the COUNTY shall pay an annual sum to the LUHO not greater than SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS.

4. The LUHO is hereby appointed to serve a term of six (6) months beginning May 20, 2023. Should the LUHO desire to resign said appointment, notice of same shall be provided, in writing to the Chairman of the Board of County Commissioners at least sixty (60) days prior to the effective date of said resignation. A LUHO shall be removed for violations of this agreement or in accordance with the LDC, as amended. In the event annual budgetary funds required to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than fifteen (15) days notice in writing to the LUHO. Said notice shall be delivered by the U.S. Postal authorities to the LUHO by certified mail, return receipt requested; or in person. The COUNTY shall be the final authority as to the annual availability of funds.

5. Upon executing the Agreement, the LUHO acknowledges and accepts the appointment by the COUNTY and shall perform the duties of the LUHO in accordance with Sec. 9.02.01 of the LDC.

6. During the term of this appointment:

- a. The LUHO shall not hold any other employment or contractual relationship whatsoever with Hillsborough County, or hold other appointive or elective office or position in government during his/her term.
- b. The LUHO shall not act as an agent or attorney in any proceeding, application or matter in the area of zoning or land use planning before any governmental authority of Hillsborough County, involving property which is the subject of an application during the time the LUHO is in office.

7. The LUHO, and any firm with which he or she is or may become associated, is, for a period of one (1) year from the date of termination of said employment, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Hillsborough County government, involving property which was the subject of any application during the time the LUHO was in office.

8. The LUHO shall be subject to the provisions of Sec. 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosure shall be filed with the Hillsborough County Supervisor of Elections. The failure to comply with the provisions of this subsection shall constitute just cause for removal of the LUHO from office.

9. The LUHO shall disqualify himself/herself from a particular case when it reasonably appears that he or she has a conflict of interest. When the LUHO disqualifies himself or herself, the case shall be randomly assigned to another LUHO, if available. The Board of County Commissioners may request the County Attorney to provide an attorney otherwise qualified to sit as a LUHO for an individual case in the event that all Land Use Hearing Officers disqualify themselves.

10. The LUHO shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The LUHO shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive

orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

CINDY STUART
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

By: _____
Deputy Clerk

By: _____
Chair, Board of County
Commissioners

APPROVED BY COUNTY ATTORNEY

By: _____
Approved as to Form and Legal Sufficiency

LAND USE HEARING OFFICER

By: _____

Printed Name of Person Signing

**AGREEMENT FOR SERVICES
LAND USE HEARING OFFICER**

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between HILLSBOROUGH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as COUNTY; and PAMELA JO HATLEY, hereinafter referred to as a LAND USE HEARING OFFICER (“LUHO”).

WITNESSETH:

1. The LUHO shall faithfully perform the duties set forth in Sec. 9.02.01 of the Hillsborough County Land Development Code (“LDC”).

2. As compensation in full for the services rendered, the LUHO shall be paid at the rate of SEVENTY-FIVE (\$75.00) DOLLARS per hour for actual hearing time, and for each hour of research, report writing, and field visits pertinent to the public hearing matter and any other duties required to the performance of said services pursuant to this Agreement. Additionally, the COUNTY will reimburse the LUHO for any and all necessary expenses incurred relative to the performance of all duties required by this Agreement; provided further, however, said duties shall be so performed annually by the LUHO at an annual cost to the COUNTY not greater than the annual sum indicated by the provisions of paragraph 3 of this Agreement.

3. Prior to receiving monthly payment or reimbursement relative to all earned compensation or expenses, the LUHO shall, on a monthly basis, submit to the Clerk of the Board of County Commissioners a valid itemized invoice detailing the number of hours of service provided; together with a listing of any necessary expenses incurred, as evidenced by mileage logs and receipts. Such payment or reimbursement due the LUHO shall be paid by the COUNTY within thirty (30) days of receipt of said invoice and documentation. Pursuant to and in consideration of all the provisions of the Agreement relative to the required performance of the LUHO, the COUNTY shall pay an annual sum to the LUHO not greater than SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS.

4. The LUHO is hereby appointed to serve a term of six (6) months beginning May 20, 2023. Should the LUHO desire to resign said appointment, notice of same shall be provided, in writing to the Chairman of the Board of County Commissioners at least sixty (60) days prior to the effective date of said resignation. A LUHO shall be removed for violations of this agreement or in accordance with the LDC, as amended. In the event annual budgetary funds required to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than fifteen (15) days notice in writing to the LUHO. Said notice shall be delivered by the U.S. Postal authorities to the LUHO by certified mail, return receipt requested; or in person. The COUNTY shall be the final authority as to the annual availability of funds.

5. Upon executing the Agreement, the LUHO acknowledges and accepts the appointment by the COUNTY and shall perform the duties of the LUHO in accordance with Sec. 9.02.01 of the LDC.

6. During the term of this appointment:

- a. The LUHO shall not hold any other employment or contractual relationship whatsoever with Hillsborough County, or hold other appointive or elective office or position in government during his/her term.
- b. The LUHO shall not act as an agent or attorney in any proceeding, application or matter in the area of zoning or land use planning before any governmental authority of Hillsborough County, involving property which is the subject of an application during the time the LUHO is in office.

7. The LUHO, and any firm with which he or she is or may become associated, is, for a period of one (1) year from the date of termination of said employment, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Hillsborough County government, involving property which was the subject of any application during the time the LUHO was in office.

8. The LUHO shall be subject to the provisions of Sec. 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosure shall be filed with the Hillsborough County Supervisor of Elections. The failure to comply with the provisions of this subsection shall constitute just cause for removal of the LUHO from office.

9. The LUHO shall disqualify himself/herself from a particular case when it reasonably appears that he or she has a conflict of interest. When the LUHO disqualifies himself or herself, the case shall be randomly assigned to another LUHO, if available. The Board of County Commissioners may request the County Attorney to provide an attorney otherwise qualified to sit as a LUHO for an individual case in the event that all Land Use Hearing Officers disqualify themselves.

10. The LUHO shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The LUHO shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive

orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

CINDY STUART
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

By: _____
Deputy Clerk

By: _____
Chair, Board of County
Commissioners

APPROVED BY COUNTY ATTORNEY

By: _____
Approved as to Form and Legal Sufficiency

LAND USE HEARING OFFICER

By: _____

Printed Name of Person Signing

SUSAN M. FINCH, AICP

2608 South Dundee Street, Tampa, FL
susan@stevenfinch.com (813) 785-7315

PROFESSIONAL EXPERIENCE

Hillsborough County Land Use Hearing Officer / Zoning Hearing Master, Tampa FL

- February 2015 to Present
- Conducts hearings and renders recommendations and decisions for parcels within Unincorporated Hillsborough County regarding rezoning, variances, special uses, vested rights, appeals of administrative decisions and related matters.

Finch Planning Group, LLC, Tampa, FL

- Principal
- July 2014 to Present
- Land use planning consulting regarding comprehensive plan amendments, rezonings, special exceptions, variances, vested rights and code enforcement issues. Additionally, expert witness testimony, assistance with impact fee negotiations, municipal code drafting and eminent domain support. Clients include homeowners as well as governmental entities and land developers of property in the Tampa Bay area excluding Unincorporated Hillsborough County.

Adams and Reese, LLP, Tampa, FL

- Land Use Planner
- March 2010 to June 2014
- Represented clients at land use hearings in numerous jurisdictions on the West Coast of Florida. Assisted in the preparation and negotiation of rezoning applications, comprehensive plan land use amendments, site plan review and impact fee analyses.

Ruden, McCloskey, Smith, Schuster & Russell, Tampa, FL

- Land Use Planner
- March 2005 to February 2010
- Represented clients at land use hearings in numerous jurisdictions on the West Coast of Florida. Assisted the Ruden Land Use team in preparation and negotiation of rezoning applications, comprehensive plan land use amendments, site plan review and impact fee analyses.

Hillsborough County, Tampa, FL

- Impact Fee Manager
- 1998 to March 2005
- Responsible for a fifty-five million dollar program which resulted in the purchase and construction of Hillsborough County infrastructure such as roads, parks, school sites and fire stations. Responsibilities included, but were not limited to, negotiations with County staff and developers to build needed capital improvements, administration of County programs such as the No Fee Zones, Time Payment of Impacts Fees, contractual obligations for repayment to developments for the construction of improvements, presentation to the Board of County Commissioners and supervision of staff.

Engelhardt, Hammer and Associates, Tampa, FL

- Urban Planner
- 1993 to 1998
- Part of a team of urban planners that provided land use consulting services to developers, attorneys and governmental entities. Services included rezoning of property including Development of Regional Impact applications, alcoholic beverage requests, site development, eminent domain and appraisal support. Supervised the creation of zoning presentation materials as well as trial graphics.

Hillsborough County, Tampa, FL

- 1992 to 1993
- Senior Planner
- Highest ranking land use planner on the zoning staff. Presented and authored hundreds of zoning reports to the Zoning Hearing Master.

Hillsborough County, Tampa, FL

- 1990 to 1992
- Community Planner I
- Lowest ranking land use planner on the zoning staff. Reviewed all Personal Appearance applications as well as conducting phosphate application reviews.

Hillsborough County, Tampa, FL

- 1989 to 1990
- Planning Technician
- Created a tracking system for a 4-COP-RX alcoholic beverage licenses in Hillsborough County. Assisted technical staff with graphic presentations and all else to increase my skill set.

EDUCATION

University of South Florida, Tampa, FL

Bachelor of Arts Degree in Political Science, 1988

PROFESSIONAL MEMBERSHIPS AND BOARDS

American Institute of Certified Planners (AICP)

American Planning Association

National Impact Fee Roundtable (Speaker)

Former City of Tampa Code Enforcement Board Member

REFERENCES

Available Upon Request

Pamela Jo Hatley PhD, JD

P. O. Box 47477, Tampa, FL 33646-0113

813.727.0672 (c)

pamela@pamelajohatley.com

EDUCATION

- Doctor of Philosophy May 2013
Department of Geography, Environment, and Planning
Environmental Science & Policy
Dissertation: "Preserving Place: A Grounded Theory of
Citizen Participation in Community-Based Planning"
University of South Florida, Tampa, FL
- Juris Doctor, *Cum Laude*, July 2003
Certificate in Environmental and Land Use Law
University of Florida, Gainesville, FL
- Bachelor of Independent Study August 2000
University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

- Pamela Jo Hatley PA September 2018 – Present
 - Manage and operate solo law practice representing clients in real estate, land use, and environmental law.
- Florida Housing Coalition July 2017 – August 2018
 - Provide technical assistance to local governments and not-for-profit organizations in all areas of affordable housing planning, finance, and development.
- Pamela Jo Hatley PA September 2008 – July 2017
 - Manage and operate solo law practice representing clients in real estate, land use, environmental, and community association law.
- Mechanik Nuccio Hearne & Wester PA July 2007 – September 2008
 - Associate attorney representing clients in real estate, land use, environmental, and community association matters.
- Pamela Jo Hatley PA October 2004 – July 2007
 - Established and managed solo practice representing clients in real estate, land use, environmental, and community association law.
- Frank and Gramling PA November 2003- October 2004

- Associate attorney
- Assisted senior partner in representing regulated industry clients in matters related to federal and state environmental issues.

Pasco County Attorney's Office Summer 2002 externship

- Legal research and writing for law school summer externship program.

Regions Bank February 1997 – July 1998

- Managed loan operations and compliance department during merger.
- Assisted credit officer with cash flow and debt service analysis for loan underwriting.

Northside Bank of Tampa February 1990 – February 1997

- Administrative Assistant to president and commercial lending officer.
- Designed and implemented system of accounting and reporting for private mortgage collections.
- Designed and compiled monthly loan and operations reports for presentation to board of directors.

TEACHING EXPERIENCE

University of South Florida Summer 2016
Adjunct instructor

- Designed and taught graduate level course in administrative law for Urban and Regional Planning program and Public Administration program.

Adjunct instructor Summer 2015

- Designed and taught graduate level course in dispute resolution and public participation for Urban and Regional Planning program and Public Administration program.

Adjunct instructor Spring 2011

- Designed and taught graduate level course in growth management for Urban and Regional Planning Program, Department of Geography Environment and Planning.

PUBLICATIONS

- "Preserving Place: A Grounded Theory of Citizen Participation in Community-Based Planning" (2013). Graduate Theses and Dissertations. <http://scholarcommons.usf.edu/etd/4503>.
- "Citizen Testimony in Quasi-Judicial Hearings," Vol. 24, No. 3, *Lawyer*, published by the Hillsborough County Bar Association (December 2013-January 2014), p. 42.

- “Statute Requires Mediation before Filing Suit; Voluntary Dismissal Could Result in Award of Attorneys’ Fees,” Vol. 17, No. 7, *Lawyer*, published by the Hillsborough County Bar Association (April 2007), p. 48.
- “Statutory Way of Necessity Not Subject to MRTA,” Vol. 15, No. 6, *Lawyer*, published by the Hillsborough County Bar Association (March 2005), p. 48.
- “Uniform Wetlands Mitigation Assessment,” Vol. 15, No. 1, *Lawyer*, published by the Hillsborough County Bar Association (March 2004), p. 20.
- “Feral Cat Colonies in Florida: The Fur and Feathers are Flying,” Vol. 18, No. 2, *Journal of Land Use and Environmental Law*, 2 (2003), p. 441.

PRESENTATIONS

- “A Resilience Approach to Land Use and Environmental Policy” presented at the Florida Association of Environmental Professionals Annual Conference, Tampa, FL, September 19, 2019
- “Cat Colonies and TNR: Legal and Policy Considerations,” presented at the 4th Annual Animal Law Symposium, Maryland State Bar Association, Baltimore, MD, April 22, 2013.
- “Cat Colonies and TNR: Legal and Policy Considerations,” presented at the 17th Annual Southwest Florida Invasive Species Workshop, Florida Gulf Coast University, Ft. Myers, FL, December 11, 2012.
- “Citizen Participation Matters: Collaborative Community-Based Planning in Hillsborough County, Florida,” presented at the 6th International Academic Conference on Planning, Law, and Property Rights, University of Ulster, Belfast, Northern Ireland, February 9, 2012.
- “Designing Communities That Grow Food,” presented as part of panel discussion on Urban Agriculture: Imperatives, Opportunities, and Challenges at the Neighborhood Scale at Dr. Kiran C. Patel Center for Global Solutions, University of South Florida, Tampa, March 8, 2011.
- “Reintegrating Agriculture into the Urban Environment: Regulatory and Planning Hurdles for the Local Food Movement,” presented as part of panel discussion at the 16th Annual Public Interest Environmental Conference, University of Florida Levin College of Law, Gainesville, Florida, February 26, 2010.
- “Citizen Participation and Community Planning: Will a Community’s Vision

Become Reality?” presented at the 4th International Academic Conference on Planning, Law, and Property Rights, Technische Universität Dortmund, Dortmund, Germany, February 10, 2010.

- “Growth Management in Florida: Where it has been, and where it is going,” presented as part of panel discussion at the Florida Planning and Zoning Association 2009 Annual State Conference, Tampa, Florida, June 12, 2009.
- “Free Roaming Cat Colonies and TNR: Legal and Policy Considerations,” presented at the 125th Annual American Ornithologists Union 2008 meeting, Portland Oregon, August 5, 2008.
- “Feral Cat Colonies in Florida: The Fur and Feathers Are Still Flying,” presented to Animal Law Seminar class, Stetson College of Law, Gulfport, Florida, September 2006.
- “Understanding the Basics of Handling and Litigating an Environmental Violation or Pollution Case,” Presented at Academy of Florida Trial Lawyers Workhorse Seminar, Orlando, Florida, February 8, 2006.
- “Singing the Feral Cat Blues,” Presented at Florida Animal Control Association Annual Conference, St. Petersburg, Florida, November 2005.
- “Feral Cat Colonies in Florida: Legal and Policy Considerations,” presented at The Wildlife Society, Florida Chapter, Vero Beach, Florida, March 2003.
- “Feral Cat Colonies in Florida,” presented to United States Fish and Wildlife Service, Jacksonville, Florida, December 10, 2002.

CIVIC AND PROFESSIONAL INVOLVEMENT

- Board of Directors, University Area Community Development Corporation
- Executive Committee, Florida Bar Environmental & Land Use Law Section
- William Reece Smith Jr. Litigation American Inn of Court 2015-2017
- Advisory committee member, Tampa Bay Conservancy
- Board member, Rotary Club New Tampa 2014-2017
- Board of Trustees, Florida State Coastal and Marine Laboratory 2015-2017
- Conservation Committee Chair, Sierra Club Tampa Bay Group, 2013-2014
- Growth Management Committee Co-chair, Sierra Club Tampa Bay Group, 2011-2013
- Hillsborough County Economic Prosperity Stakeholders Committee, 2012-2013
- Hillsborough County Citizens’ Environmental Advisory Committee 2012-2015
- Hillsborough County Cone Ranch Committee 2009
- Hillsborough County Water Conservation Technical Advisory Committee 2004-2006