

## BOARD OF DIRECTORS MEETING

February 29, 2024  
3:00 pm  
City Commission Chambers

**Chair:** Carolyn Cummings

**Agenda:** Blueprint Infrastructure and Office of Economic Vitality

### I. AGENDA MODIFICATIONS PAGE

### II. CITIZENS TO BE HEARD

**In Person:** Citizens desiring to speak must fill out a Speaker Request Form. The Chair reserves the right to limit the number of speakers or time allotted to each. Speakers are limited to 3 minutes.

**Written Comments:** Please provide written public comment by emailing [Comments@BlueprintIA.org](mailto:Comments@BlueprintIA.org) until 5 p.m. on February 28, 2024. This will allow ample time for comments to be provided to the IA Board in advance of the meeting. Comments submitted after this time will be accepted and included in the official record of the meeting.

**Live Comments via WebEx:** If you wish to provide comments live during the IA Board meeting via WebEx, please register to join at [www.blueprintia.org](http://www.blueprintia.org) by 5 p.m. on February 28, 2024, and WebEx meeting access information will be provided to you via email. Speakers are limited to 3 minutes.

### III. INFORMATIONAL ITEMS/PRESENTATIONS

- 2024 Blueprint Project Look Ahead (*presentation only*)
- [Receipt and File:](#)
  - Blueprint Infrastructure Community Engagement Update
  - Citizens Advisory Committee February 15, 2024 Minutes
  - Blueprint Infrastructure February 2024 Project Snapshots

**IV. CONSENT**

1. Approval of the Intergovernmental Agency Board of Directors' November 7, 2023 Blueprint Meeting Minutes **217**
2. Acceptance of a Status Report on Five Non-Competitive Economic Development Proposal Funding Requests **231**

**V. GENERAL BUSINESS/PRESENTATIONS**

3. Informational Item Outlining Steps for Restructuring the Blueprint Intergovernmental Agency **263**
4. Approval of Resolution 2024-01 Authorizing Issuance of the Series 2024 Bond Sale and Approval of a Fiscal Year 2024 Budget Amendment **275**
5. Acceptance of the Fairgrounds Master Plan **472**
6. Consideration of the Airport Gateway Project Scope and Widening Springhill Road to Four Lanes **713**
7. Evaluation of a Request for Infrastructure Surtax Revenues for Florida A&M University's Bragg Memorial Stadium Renaissance Project **733**
8. Consideration of Initiating a Substantial Amendment for Expansion of the North Monroe Gateway Project **765**
9. Consideration of Initiating a Substantial Amendment for Affordable Housing Land Acquisition **838**

**VI. DIRECTOR DISCUSSION ITEMS**

**VII. ADJOURN**

**NEXT BOARD OF DIRECTORS MEETING: May 16, 2024\***

**\*Note:** The FY 2025 budget workshop will be held at 1:00 PM and the regular IA Board meeting is scheduled for 3:00 PM.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to attend this meeting should contact Shelonda Meeks, Blueprint Office Manager, 315 South Calhoun Street, Suite 450, Tallahassee, Florida, 32301, at least 48 hours prior to the meeting. Telephone: 850-219-1060; or 1-800-955-8770 (Voice) or 711 via Florida Relay Service.

# Blueprint Intergovernmental Agency Board of Directors Informational Item

**February 29, 2024**

<b>Title:</b>	Receipt and File
<b>Category:</b>	Informational Item
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, PLACE Autumn Calder, Director, Blueprint Keith Bowers, Director, Office of Economic Vitality

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## STATEMENT OF ISSUE:

The following informational items are being provided to the Blueprint Intergovernmental Agency Board of Directors and have been posted to the Blueprint [website](#).

- Items posted for February 29, 2024:
  - Blueprint Infrastructure Community Engagement Update
  - Citizens Advisory Committee February 15, 2024 Minutes
  - Blueprint Infrastructure February 2024 Project Snapshots

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**Blueprint Intergovernmental Agency Board of Directors Meeting  
Receipt and File: Blueprint Infrastructure Community Engagement Update  
February 29, 2024**

This document provides the IA Board with information regarding recent and upcoming public engagement activities for Blueprint projects.

**RECENT & UPCOMING PROJECT ENGAGEMENT**

Active projects apply a variety of engagement techniques focused on the residents, businesses, homeowner and neighborhood associations, and project working groups. Intentional, timely, and project-focused community engagement remains the most effective way to cultivate positive relationships with community members directly affected by or who have an affiliation with or special interest in the project. This is achieved by connecting with the stakeholders in small groups or individual settings to share information and have conversations related to ideas or concerns associated with the project. Examples of stakeholder outreach include business or residential door-to-door engagement, attending homeowner/neighborhood association meetings, and virtual meetings. The Blueprint team maintains an open door for the community to connect with any staff member.

Project-related engagement activities that occurred or are planned between November 7, 2023, and May 16, 2024 (the last and next IA Board meetings) include the following projects:

- [Northeast Corridor Connector: Bannerman Road](#)
  - Blueprint staff attended and hosted a table at the Northside Get Down on November 10, 2023, where residents were able to talk with staff and learn more about the NE projects, specifically the Bannerman Road Project. Construction for this project will be completed in phases. The Bull Headley sidewalk component was completed in 2023, and the roadway will begin construction in the fourth quarter 2024.
- [Northeast Gateway: Welaunee Boulevard](#)
  - A groundbreaking ceremony was held for the Northeast Gateway on Tuesday, December 5, 2023, where the media, elected officials, City and County leaders, Blueprint staff, consultants, contractors, and citizens of the community joined to learn more about the project and its benefits to the community.
  - On December 12, 2023, Blueprint staff attended the New Hope Cemetery Committee Meeting to provide an update on the New Hope Historical Survey.

- [Capital Cascades Trail Segment 3](#)
  - Blueprint staff is planning a community grand celebration of the completion of the Capital Cascades Trail Segment 3 project. The grand celebration is being planned for the second quarter of 2024 and will begin with a press conference and ribbon cutting ceremony followed by community activities.
- [Animal Service Center](#)
  - The Animal Service Center project has completed design and will begin construction in the **first** quarter 2024. Blueprint staff is identifying and planning a groundbreaking ceremony for the Animal Service Center. The event will start with a press conference followed by an “adopt a pet” or “foster a pet” public service announcement. The groundbreaking date and time are to be determined.
- [Orange-Meridian Placemaking](#)
  - The Orange-Meridian Placemaking project is comprised of three components, a new park, East Drainage Ditch improvements, and the Southside Transit Center (SSTC) improvements (\$1 M Blueprint contribution). The East Drainage Ditch improvements are in preliminary design with stormwater modeling underway. Blueprint will install fencing on the perimeter of the property starting the week of January 29, 2024. The \$1 M Blueprint contribution for the Southside Transit Center improvements has been allocated per IA Board approval of the FY 2024 – 2028, and the transfer to the City for the SSTC is subject for future board approval.
  - The park is currently in permitting with construction to begin in the second quarter 2024. Blueprint staff is identifying and planning a groundbreaking ceremony for this component of the Orange-Meridian Placemaking project. The celebration will start with a press conference and a groundbreaking activity. The groundbreaking date and time are to be determined.
- [Northeast Park](#)
  - Blueprint staff has finalized the concept for the Northeast Park following the IA Board direction provided on August 24, 2023. The concept has been posted to the project website. Design is currently underway with construction anticipated for the fourth quarter 2024.

The status of all projects is updated regularly and appears on their respective web pages.

- [Airport Gateway](#)
- [Bike Route System](#)

- [Capital Circle SW](#)
- [Capital Cascades Trail Segment 4](#)
- [Fairgrounds Beautification and Improvement](#)
- [Greenways Master Plan Implementation](#)
- [Lake Jackson Greenway](#)
- [Lake Lafayette and St. Marks Regional Linear Park](#)
- [Magnolia Drive Trail](#)
- [Market District Placemaking](#)
- [Midtown Placemaking](#)
- [Monroe Adams Placemaking](#)
- [North Monroe Gateway](#)
- [Northwest Connector Corridor: Tharpe Street](#)
- [Orange-Meridian Placemaking](#)

## **WEB-BASED COMMUNITY ENGAGEMENT**

The number of followers on all social media accounts has increased significantly since the accounts were launched – Facebook has 988 followers, Instagram has 915 followers, X (formerly Twitter) has 270 followers and LinkedIn has 481 followers. The best-performing organic posts across all platforms since November 7, 2023 featured the NE Gateway: Welaunee Boulevard groundbreaking, Honor of Black History Month showcasing the Smokey Hollow Commemoration, APA Skateable Art Park blog, and the installation post for Alisha Lewis **“For the Generations to Fulfill the Dream” Sculpture**.

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# Blueprint Intergovernmental Agency Citizen Advisory Committee Meeting Minutes

**Date:** February 29, 2024  
**To:** Board of Directors  
**From:** Artie White, PLACE Director  
**Subject:** Minutes to Blueprint Citizen Advisory Committee Meeting of February 15, 2024

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## **MEMBERS PRESENT**

Chris Daniels, Mary Glowacki, Ashley Leggett, Adner Marcelin, Chuck Goodheart, Leroy Peck, Hollie Myers, Whitney Doyle, Jim McShane, Fred Varn, Kyndra Light (Greater Tallahassee Chamber of Commerce)

## **I. OPENING AND TOUR**

Ashley Leggett, Chair for the Citizen Advisory Committee, opened the meeting at 4:31p.m.

Megan Doherty, Planning Manager for the Blueprint Intergovernmental Agency, described the purpose of the meeting as providing an opportunity for CAC members and any members of the public in attendance, to tour of some of the Blueprint Projects on the north side of Leon County. She explained that the meeting and tour had been publicly noticed on the Blueprint website. Mrs. Doherty then welcomed Kyndra Light to the CAC Tour. Mrs. Doherty explained that project snapshots for the four projects to be discussed on the tour would be handed out and could also be found on the Blueprint website. These snapshots are attached.

Following Mrs. Doherty's introduction, Sue Tanski, Project Manager for Blueprint Intergovernmental Agency, gave an update on the Market District Placemaking Project. Mrs. Tanski explained that the Market District Project was divided into multiple phases including a park and the placemaking improvements. She explained that the Market District Project would include additional lighting, intersection improvements, and a multiuse trail.

The tour continued from the Market District area and proceeded north through the Meridian Greenway area. Mrs. Doherty discussed the NE Connector Corridor: Bannerman Road project and began explaining the future bike and walking trail improvements for the project along Meridian Road. She explained that the Meridian Greenway, which is a part of the NE Connector project, will be nearly 4 miles long along the western side of the road. Mrs. Doherty explained that the current intersection at Bannerman Road, Meridian, and Orchard Pond Parkway will be converted to a roundabout to increase visibility and accommodate projected population growth. The tour continued east along Bannerman Road and Mrs. Doherty further explained future road widening, turning lanes, and pedestrian improvements, stating that some elements were anticipated to begin construction this year.

The tour then progressed to the site of the Northeast Gateway: Welaunee Boulevard project where Project Manager Martha Hodgson, explained a future five-leg roundabout, the current construction of Phase 1, and the planning stage for Phase 2. She explained that the Northeast Gateway Project will include a bridge over I-10.

Project Manager Eric Mason then discussed the future Northeast Park, its current location, the completed needs assessment, and the approved park concept. Mr. Mason explained that following the completion of the park, it will be maintained by the County. Mr. Mason further explained that the proposed greenways that will be constructed with the Project will be maintained by the City. Mr. Mason concluded by stating that the Agency is working on the final design plans and anticipates moving to bid for construction in the 3rd Quarter of this year.

The tour concluded at the construction zone for the Welaunee Boulevard project. Martha Hodgson explained that the stormwater ponds for the project were all cleared that the grading for the road was currently underway.

## II. **ADJOURN**

**The tour adjourned at 6:15pm**

*The next Blueprint Citizen Advisory Committee Meeting is scheduled for **May 2, 2024 at 4:30p.m.***

Project Website:

<http://tallahasseemarketdistrict.com/>

Staff Contact: Sue Tanski

(850) 219-1071

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)



## Market District Placemaking – Park Element

### Project Highlights

- The Market District Placemaking Project consists of two phases; Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- The Market District Park is being designed in coordination with a City of Tallahassee multi-purpose stormwater project. This phase of the Blueprint project will provide an approximately 9-acre community park along Maclay Boulevard and Maclay Commerce Drive.
- Park amenities will include paths for running and walking, a shaded gathering space, a play area, water play elements, open spaces, restrooms, and pickleball courts.

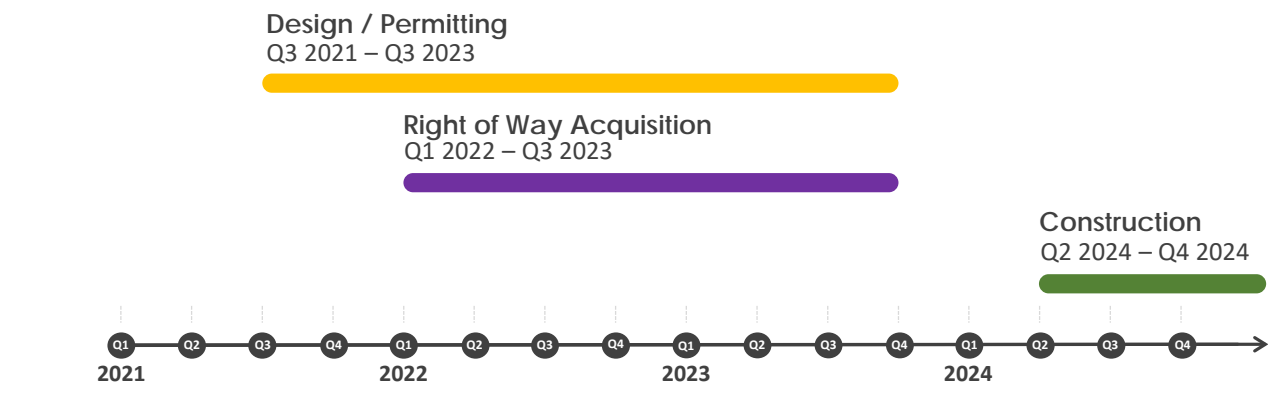
### Current Status

- Final design of the Park is complete.
- Coordination with adjacent property owners to secure parking lot interconnections is ongoing.
- At the May 11, 2023, the IA Board authorized Blueprint to advertise and award, pursuant to Blueprint's Procurement Policy, construction services for the Market District Placemaking Project.

## Next Steps

- Invitation for bids will be released in Q1 2024.
- Construction of the park is anticipated to start in Q2 2024.

## Park Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** Design work includes the development of detailed design plans, quantities, and specifications, for the Market District Park and conceptual amenities, as well as acquiring all required permits for construction. Design also includes preparing construction cost estimates at 60%, 90% and final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Market District Park.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



TALLAHASSEE MARKET DISTRICT PARK

2023/04/12

Hargreaves Jones

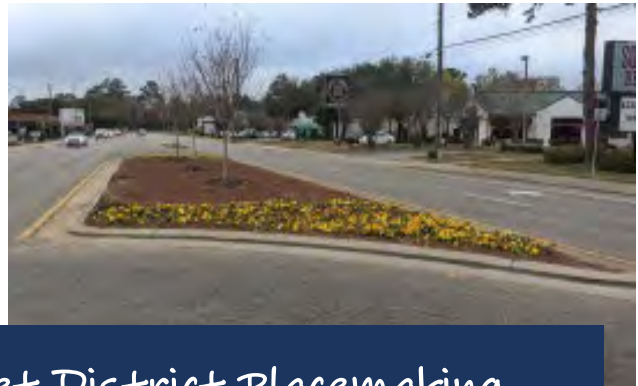
**Project Website:**

<http://tallahassee market district.com/>

**Staff Contact:** Sue Tanski or Mike Alfano  
(850) 219-1060

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)

[Michael.Alfano@Blueprintia.org](mailto:Michael.Alfano@Blueprintia.org)



## Market District Placemaking – Pedestrian Safety & Connectivity

### Project Highlights

- The Market District Placemaking Project consists of two phases. Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- Phase 2 is planned to provide the following pedestrian safety and connectivity improvements throughout Market District:
  - Maclay Rd. 8-foot wide pedestrian and cycling facility,
  - Streetscaping & enhanced lighting at Market St. & Maclay Blvd., and
  - Intersection improvements at Timberlane Rd. & Martin Hurst Rd.

### Current Status

- Streetscaping improvements along Market Street and Maclay Boulevard, including landscaping and pedestrian safety enhancements, are in design.
- Components of the Placemaking improvements have been completed; to date, Blueprint has installed a landscaped median on Timberlane Road, and the Planning Department and City Undergrounds Utilities and Public Infrastructure collaborated to install new wayfinding signage.
- The IA Board authorized Blueprint to procure construction services for the remaining improvements at the May 11, 2023 meeting.

## Next Steps

- Blueprint is evaluating the feasibility of a roundabout at Market Street and Maclay Boulevard.
- Streetscaping improvements along Market Street and Maclay Boulevard may be constructed in coordination with planned City roadway improvements in 2024.

## Pedestrian Safety & Connectivity Timeline

Planning / Pre-Engineering  
Q3 2021 – Q1 2023



Design / Permitting  
Q3 2023 – Q2 2024



Right of Way Acquisition  
Q3 2023 – Q2 2024



Construction  
Q3 2024 – Q4 2026



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Blueprint will analyze potential pedestrian safety improvements and determine the feasibility of connectivity options in the Market District. Planning work will also include developing initial cost estimates for potential improvements and prioritizing implementation. Input from stakeholders and community members will be taken into account prior to entering into design work.

This phase also includes coordination with the CRTPA on their Thomasville Road Greenway feasibility study, which is determining the potential to connect the trail from Thomasville Road through the Market District to Maclay Road.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for pedestrian safety and connectivity improvements in the Market District.

**Q1:** January – March

**Q2:** April – June

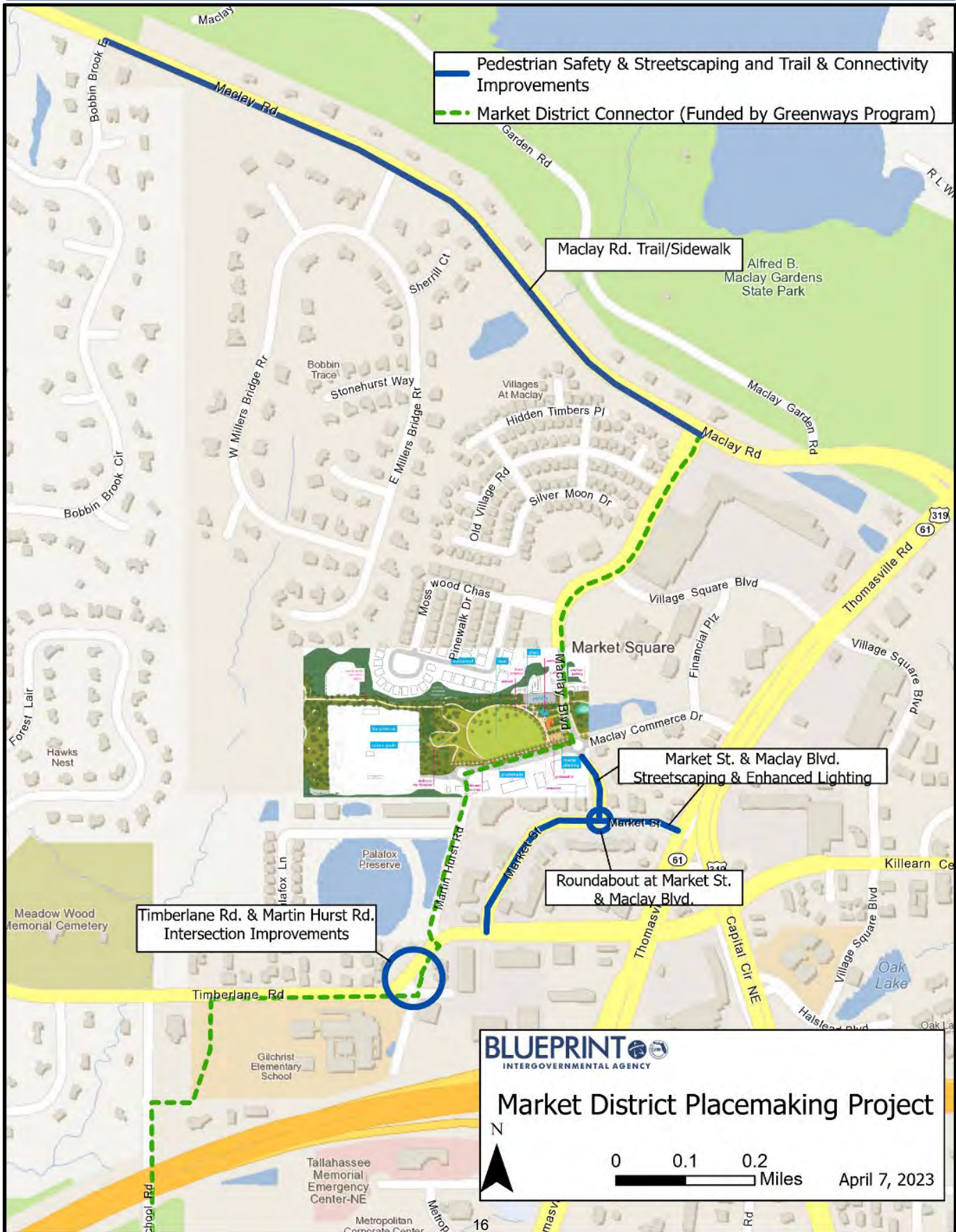
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY







*Northeast Corridor Connector: Bannerman Road & Meridian Greenway*

## Project Highlights

- Enhances the Bannerman Road corridor by widening to four lanes from Quail Common Drive to Preservation Road along with adding a median to accommodate turn lanes from Quail Common Drive to Meridian Road.
- Improvements also include new multimodal facilities along Bannerman Road to improve accessibility and safety for people walking and biking, two neighborhood sidewalk projects along Tekesta Drive and northern Bull Headley Road, the Meridian Greenway feasibility study, and construction of the Orchard Pond Trail Extension.

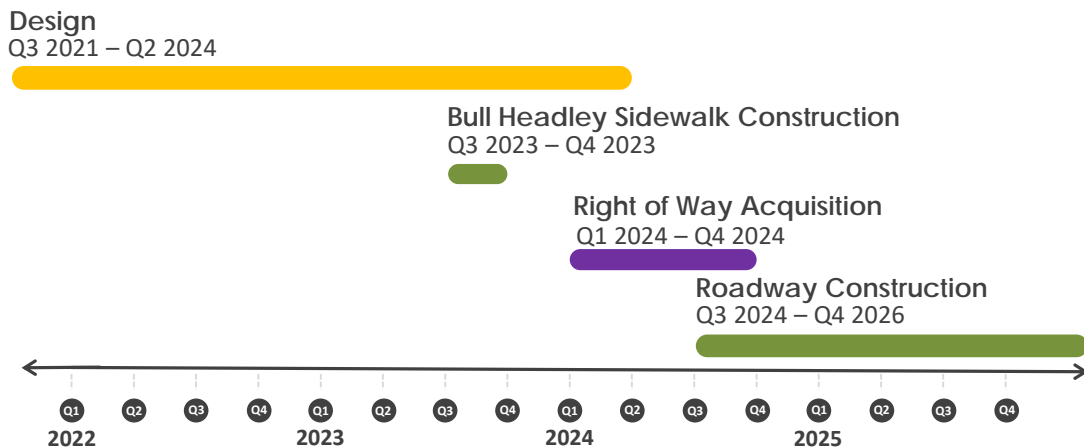
## Current Status

- Design began in February 2022 for the Bannerman Road corridor improvements, Tekesta Drive and Bull Headley Road sidewalks, and Orchard Pond Greenway, as well as a feasibility study for the Meridian Greenway.
- The Bull Headley sidewalk project, which constructed a new sidewalk from Chadwick Way to the boat landing including a pedestrian crossing, was completed in fall 2023.
- The Meridian Greenway Feasibility Study was completed in summer 2023.

## Next Steps

- Right-of-way acquisition for the Bannerman Road improvements is expected to begin in Q1 2024.
- Design for the Bannerman Road improvements is expected to be complete in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Northeast Corridor Connector. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Corridor Connector. Sidewalk projects are expected to be constructed in 2023 ahead of the Bannerman Road improvements.

**Q1:** January – March

**Q2:** April – June

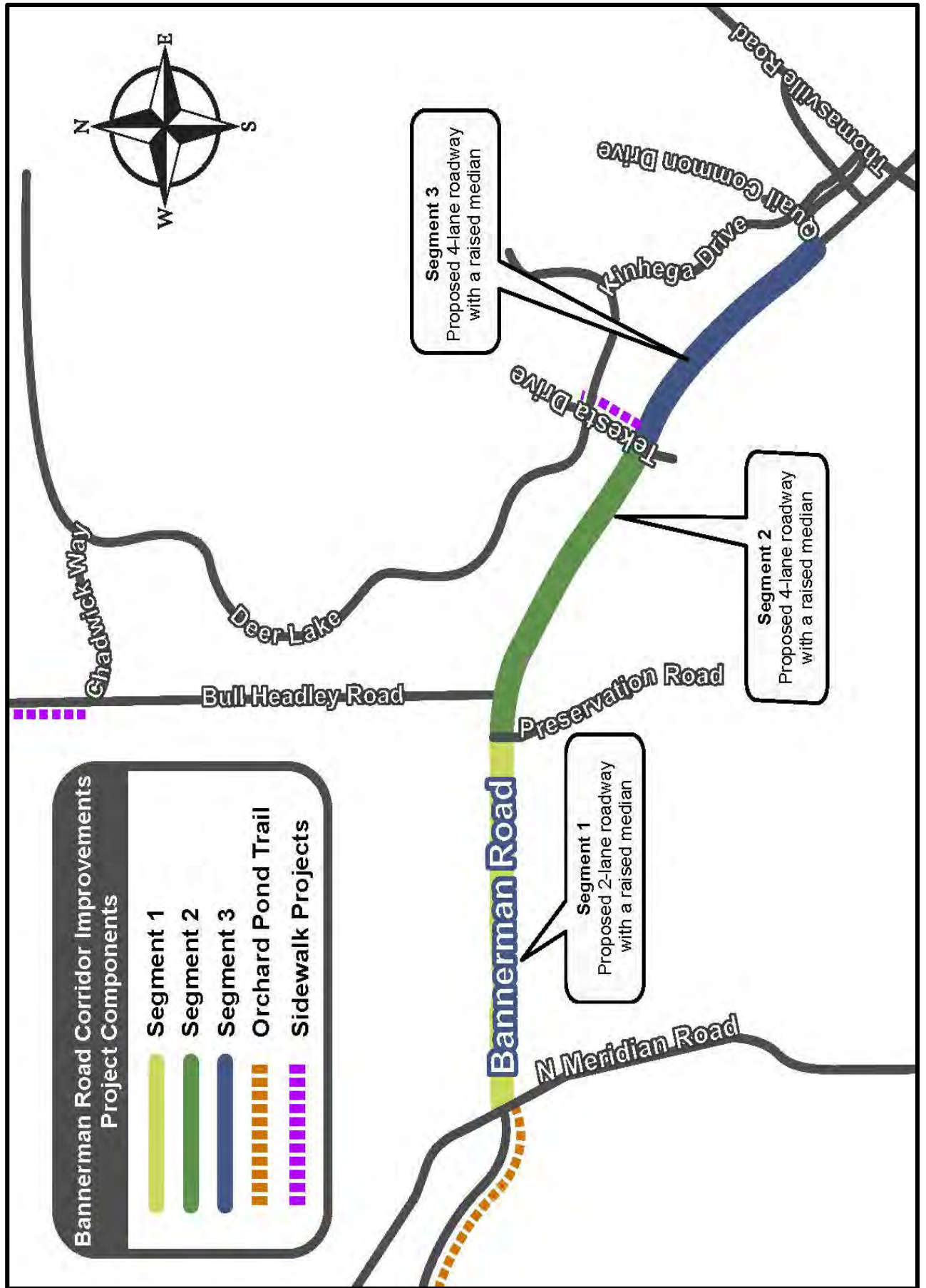
**Q3:** July – September

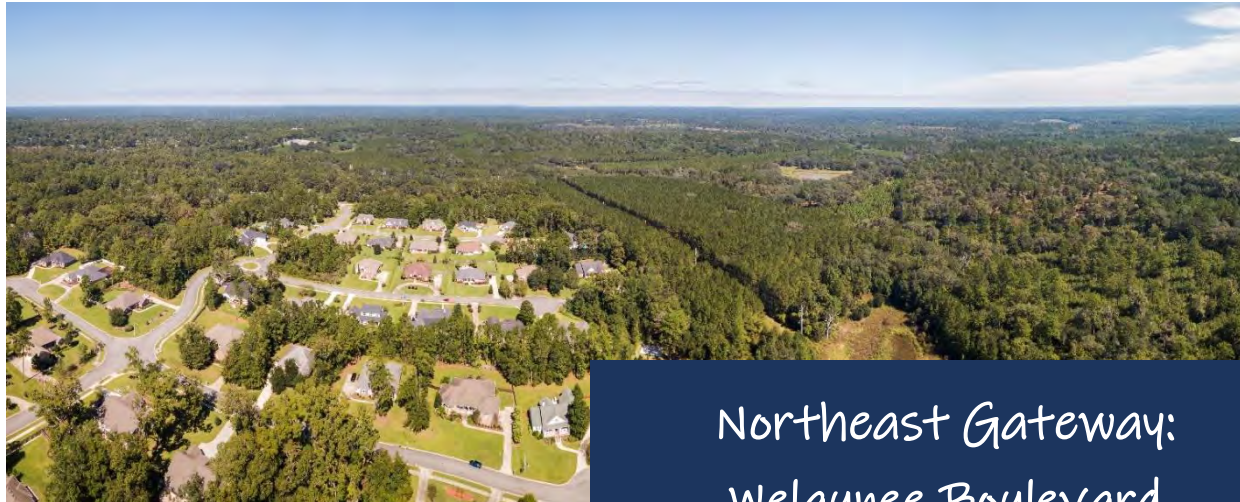
**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY





## Northeast Gateway: Welaunee Boulevard

### Project Highlights

- Project goals are to improve regional mobility, enhance connectivity, and protect canopy roads by reducing transportation pressures on surrounding roadways.
- The project will extend Welaunee Boulevard to Roberts Road, and create a two-lane extension of Shamrock Street to Welaunee Boulevard, creating a new gateway into northeast Tallahassee-Leon County.
- The 8-mile Welaunee Greenway will connect to the existing Miccosukee Greenway creating a 17-mile loop.
- The project was awarded a \$1.5 million Transportation Regional Incentive Program (TRIP) grant from FDOT in FY 2023 for the design phase, and a \$2.5 million TRIP grant for the construction phase, to be funded in FY 2025.

### Current Status

- Final design for Phase 1 is complete and Phase 2 is underway.
- Construction on Phase I began on November 6, 2023 and will last 2.5 years. A groundbreaking event was held on December 5, 2023.
- The project leverages a State of Florida Department of Transportation State Infrastructure Bank (SIB) loan for \$25.5 million, which provides a lower cost option vs. bonding this same amount.
- Project coordination with local agencies, FDOT, and property owners continues.
- Acquisition of the Welaunee Greenway<sup>20</sup> is complete.

# Next Steps

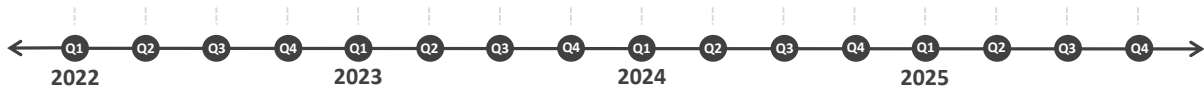
- Right-of-Way acquisition for Phase 2 is ongoing.

## Timeline

**Roadway Design**  
Q3 2021 – Q1 2024

**Right of Way Acquisition**  
Q3 2021 – Q4 2024

**Construction**  
Q4 2023 – Q2 2027



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the NE Gateway roadways and associated facilities (stormwater, multimodal facilities, etc.) as well as design of the Welaunee Greenway and trailheads. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida State Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Gateway.

**Q1:** January – March

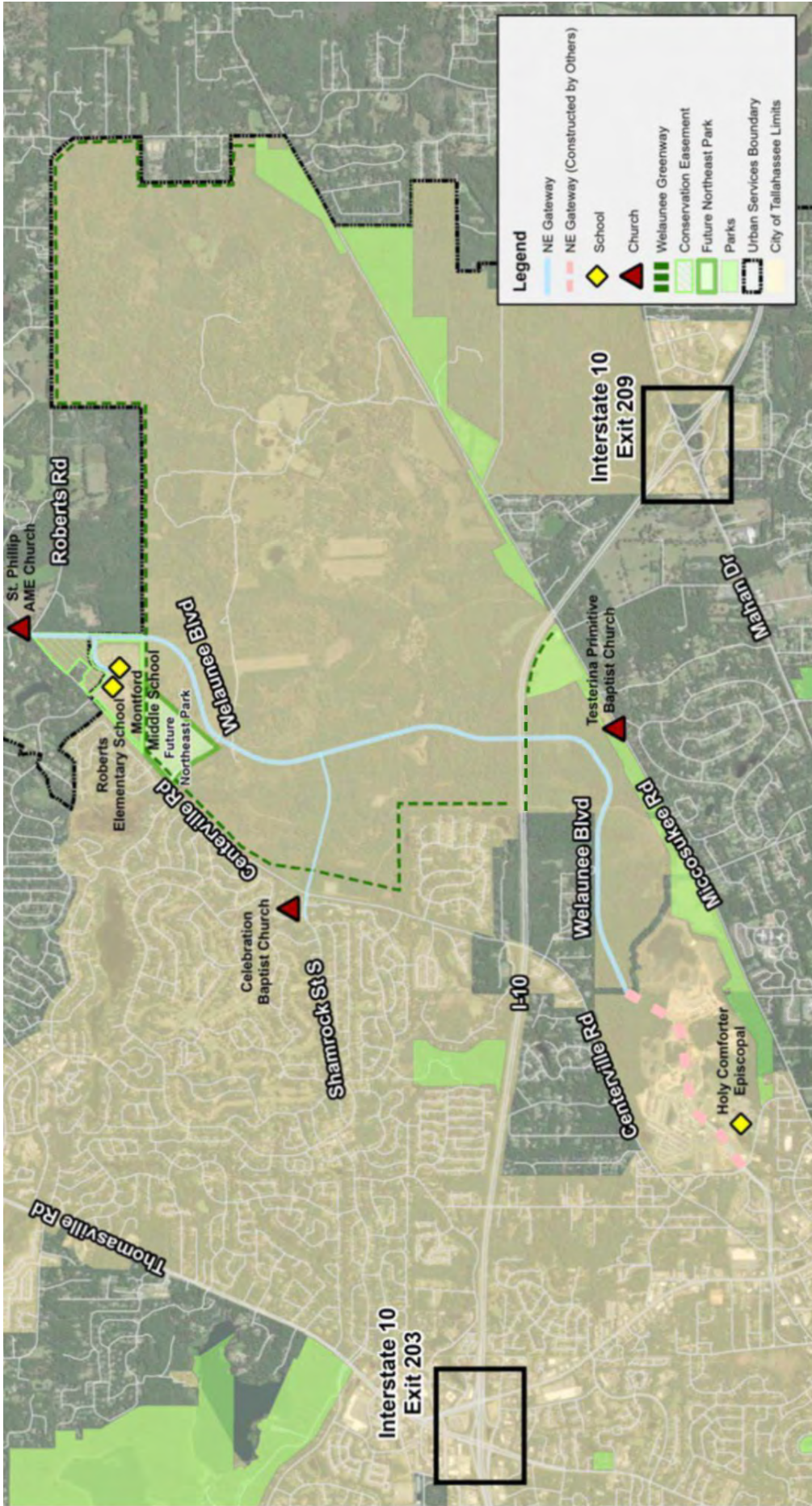
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY





Northeast Park

## Project Highlights

- The project provides for the creation of a park in Northeast Tallahassee, located on Centerville Road adjacent to the Montford Middle and Roberts Elementary Schools.
- As an “area park,” it will serve the needs of the unincorporated portions of NE Leon County and multiple neighborhoods.
- A mixture of active and passive uses are envisioned for this 50-acre Leon County park.

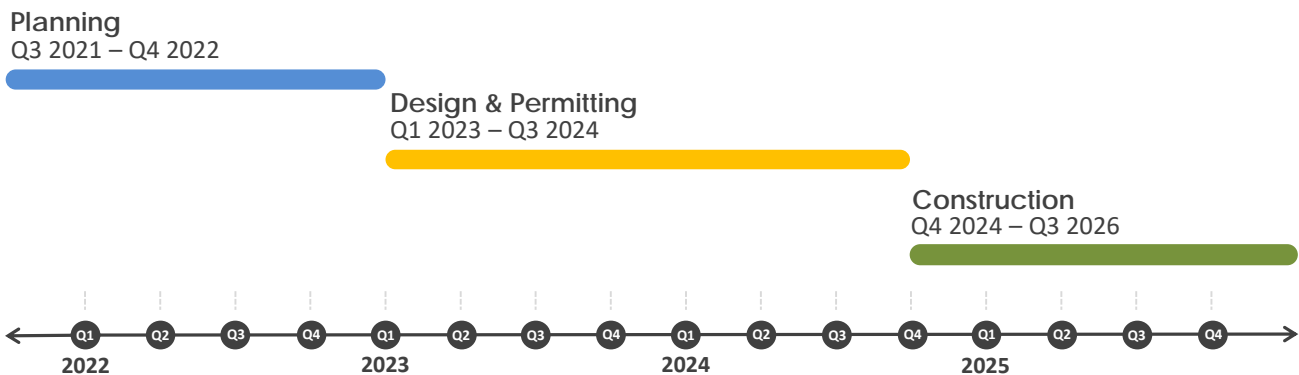
## Current Status

- The purchase of the 50-acre park space closed on October 18, 2022.
- Blueprint engaged with residents surrounding Northeast Park through an online survey, mailers, and an open house.
- A Facilities Needs Assessment was completed in March 2023, and is available on the project webpage ([linked here](#)).
- At their August 24<sup>th</sup> 2023 meeting, the IA Board approved the conceptual design.

## Next Steps

- Design will be completed in Q3 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for Northeast Park and associated facilities.

**Construction:** Construction work will fully implement the final design plans for Northeast Park. Construction activities will involve procurement and actual groundbreaking may occur in the following quarter.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

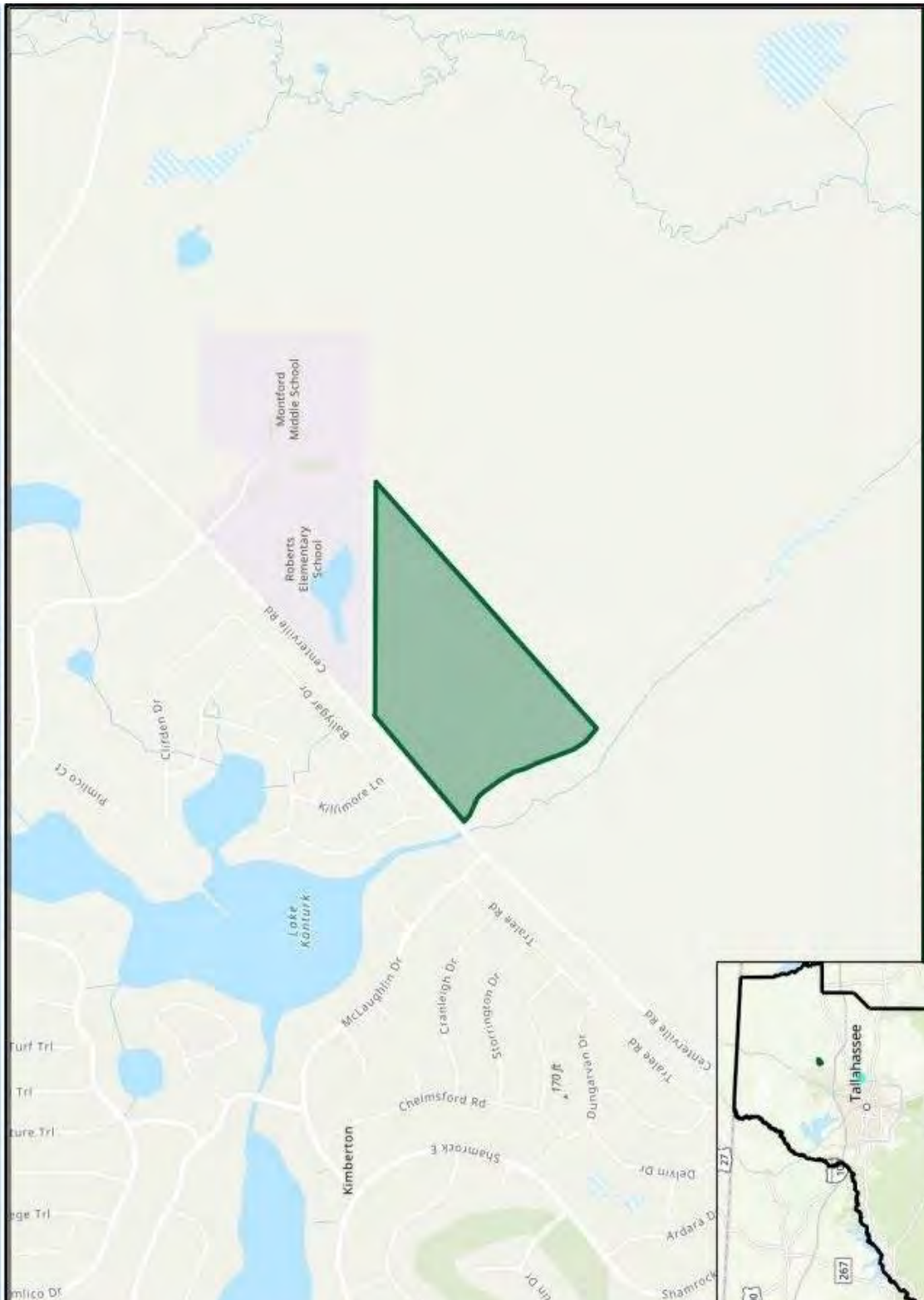
**Q4:** October – December





# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Northeast Park

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# BLUEPRINT INFRASTRUCTURE QUARTER 4 2023 PROJECT STATUS REPORT



Northeast Gateway: Welaunee Boulevard Groundbreaking

JANUARY 2, 2024



## BLUEPRINT INFRASTRUCTURE QUARTER 4 2023 PROJECT STATUS REPORT

This document provides an update on Blueprint Infrastructure projects for the fourth quarter of 2023 (October 1, 2023 to December 31, 2023). Its purpose is to give an overview of all projects, project timelines, and also provide statistics about the improvements these projects will provide, once completed. Included in the Q4 2023 Status Report are project snapshots for all Blueprint Infrastructure projects.






Debbie Lightsey Nature Park Grand Opening

### CONTACT

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BlueprintIA.org  
info@BlueprintIA.org

315 S. Calhoun Street, Suite 450  
Tallahassee, FL 32301

 Blueprint Intergovernmental Agency  
 @BlueprintIA2020  
 @BlueprintIA2020

# 32 CURRENT PROJECTS

## PROJECT HIGHLIGHTS

13

GREENWAY, TRAIL, BIKE ROUTE SYSTEM, AND CONNECTIVITY PROJECTS

10

PLACEMAKING, BEAUTIFICATION, OR QUALITY OF LIFE IMPROVEMENT PROJECTS

5

GATEWAY PROJECTS

4

REGIONAL MOBILITY ROADWAY PROJECTS

Improvements identified in projects in planning, design, or construction, will provide:

- Over **26 miles** of improved roadways
- Over **121 miles** of bicycle and pedestrian facilities
- Over **348 Acres** of New or Improved Public Space
- **Thousands** of New Tree Plantings

LAKE JACKSON GREENWAY: PINEWOOD SIDEWALK



NE CONNECTOR: BULL HEADLEY SIDEWALK



NORTH MONROE GATEWAY



NORTHEAST GATEWAY



CCT SEGMENT 3: HISTORY AND CULTURE TRAIL








# PROJECT MILESTONES IN Q4 2023

## Projects Entering or Completing Planning or Design

- Fairgrounds Multipurpose Facility Feasibility Study Initiated
- Northwest Connector: Tharpe Street Planning/PD&E Study Initiated
- Northeast Gateway: New Hope Historical Survey Initiated
- Capital Cascades Trail Segment 4 Design Initiated
- North Monroe Median Design Initiated
- Northeast Park Design Initiated
- Animal Service Center Design & Permitting Complete

## Projects Beginning or Completing Construction

- Lake Lafayette & St. Marks Regional Linear Park: Upper Lake Lafayette Trail 
- Northeast Gateway: Phase 1 
- Lake Jackson Greenway: Pinewood Drive Sidewalk 
- Northeast Connector: Bull Headley Sidewalk 
- Capital Circle SW Greenways: Debbie Lightsey Nature Park & Golden Aster Trail 

# Q4 2023 PROJECT STATUS UPDATE

Project	PHASE	Project	PHASE	Project	PHASE
Airport Gateway	PLANNING/DESIGN	GWMP: Capital Circle SW GWs & Debbie Lightsey Nature Park 	CONST.	Northeast Gateway	DESIGN/CONSTRUCTION
Alt. Sewer Solutions Study (Comprehensive Wastewater Treatment Plan)	STUDY COMPLETED	GWMP: Lake Jackson Greenways 	CONST.	Northeast Park	PLANNING
BRS: Downtown- Univ. Protected Bike Lane 	DESIGN	GWMP: Market District Connector 	PLANNING	Northwest Connector	PLANNING/PRE-DESIGN
BRS: Blair Stone Trail 	PLANNING	GWMP: Southwood Greenway 	DESIGN FINAL/ CITY OF TLH. MANAGED	Orange Ave. Road-Widening	DESIGN/FDOT MANAGED
BRS: Ridge Road Project 	PLANNING	GWMP: University Greenway 	PLANNING/DESIGN	Orange-Meridian Placemaking	DESIGN/PERMITTING
BRS: SW Area Connector 	PLANNING	Lake Lafayette and St. Marks Regional Linear Park	CONSTRUCTION	Southside Gateway	ROW ACQUISITION/ FDOT MANAGED
Capital Cascades Trail Segment 3 & Amenities	CONSTRUCTION	Magnolia Drive Trail	DESIGN/CONSTRUCTION	Tallahassee-Leon County Animal Service Center	DESIGN & PERMITTING COMPLETE
Cascades Trail Seg. 4	DESIGN	Market District Placemaking	PERMITTING/DESIGN	Westside Student Gateway	PLANNING/ FDOT MANAGED
Capital Circle SW Road Project	CONSTRUCTION/ FDOT MANAGED	Midtown Placemaking	DESIGN/ FDOT MANAGED		
College Avenue Placeking	PRE-DESIGN	Monroe-Adams Placemaking	DESIGN/ ROW ACQUISITION	 GWMP =	Implementing the Greenways Master Plan Project
Fairgrounds Beautification and Improv.	MASTER PLANNING	North Monroe Gateway	CONST. (FDOT)/ DESIGN (BLUEPRINT)	 BRS =	Build the Bike Route System Project
Florida A&M Entry Points	PRE-DESIGN	Northeast Connector	DESIGN		

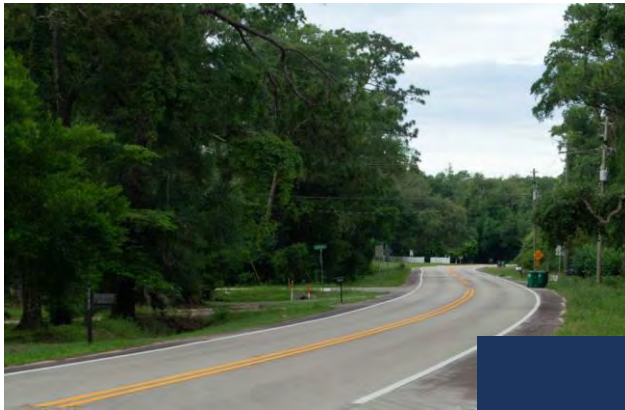
Project Website:

<https://blueprintia.org/projects/airport-gateway/>

Staff Contact: Abraham Prado

(850) 219-1076

[Abe.Prado@Blueprintia.org](mailto:Abe.Prado@Blueprintia.org)



## Airport Gateway

### Project Highlights

- The project purpose is to create a unique, safety-enhanced, multimodal gateway entrance into Downtown, FSU, and FAMU from the Tallahassee International Airport. Other project goals include expanded investment in Southwest Tallahassee-Leon County, supporting local growth of the high-tech sector in areas such as Innovation Park, and improving neighborhood safety.
- The project includes planned improvements for over 7 miles of southwest area roadways, a new road to Innovation Park and FAMU + FSU's southwest campus, and over 13 miles of new or improved multimodal facilities, including a portion of the University Greenway.

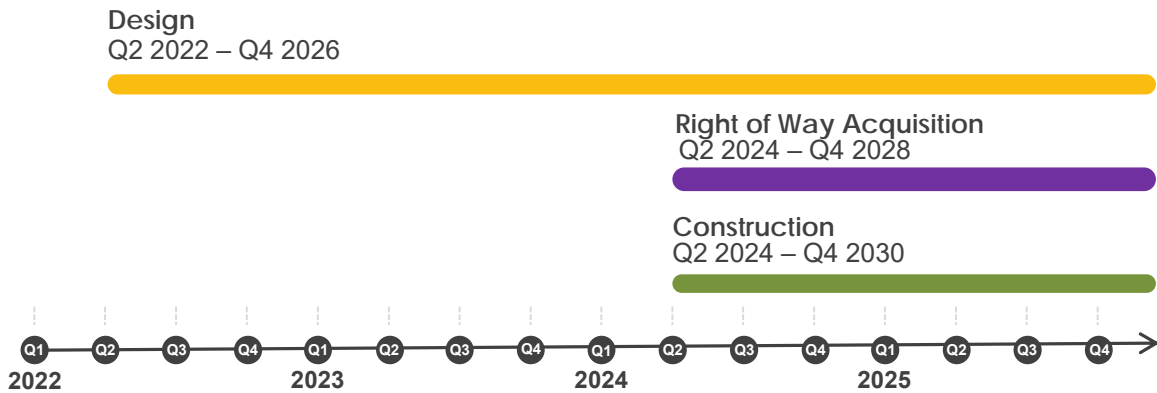
### Current Status

- Project planning is underway. The project traffic study has been completed, and design of roadway improvements commenced in Q2 2022.
- Plans are 60% developed for the new roadway to Innovation Park and 90% developed for Levy Avenue.
- FDOT has prepared 60% plans for Orange Avenue road-widening from Cypress Lake Street to South Monroe Street as of November 2023.
- FDOT has begun design on a bridge replacement over Munson Slough. Blueprint is coordinating with FDOT to ensure the design accounts for the Airport Gateway improvements along Springhill Road.
- Coordination is ongoing with FDOT to ensure their improvements at the Capital Circle SW and Springhill Road intersection, which includes about 2,000 feet of Springhill Road north of the intersection, accommodate Airport Gateway improvements.

## Next Steps

- Continue preliminary roadway and greenway design.
- Continue site survey and geotechnical investigation.
- At the November 7, 2023 IA Board Meeting, the IA Board directed staff to bring back an Agenda Item to address the scope of the Airport Gateway project.
- Construction of the first segment of the Springhill Road improvement is expected to begin in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Airport Gateway project and associated facilities.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Airport Gateway.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

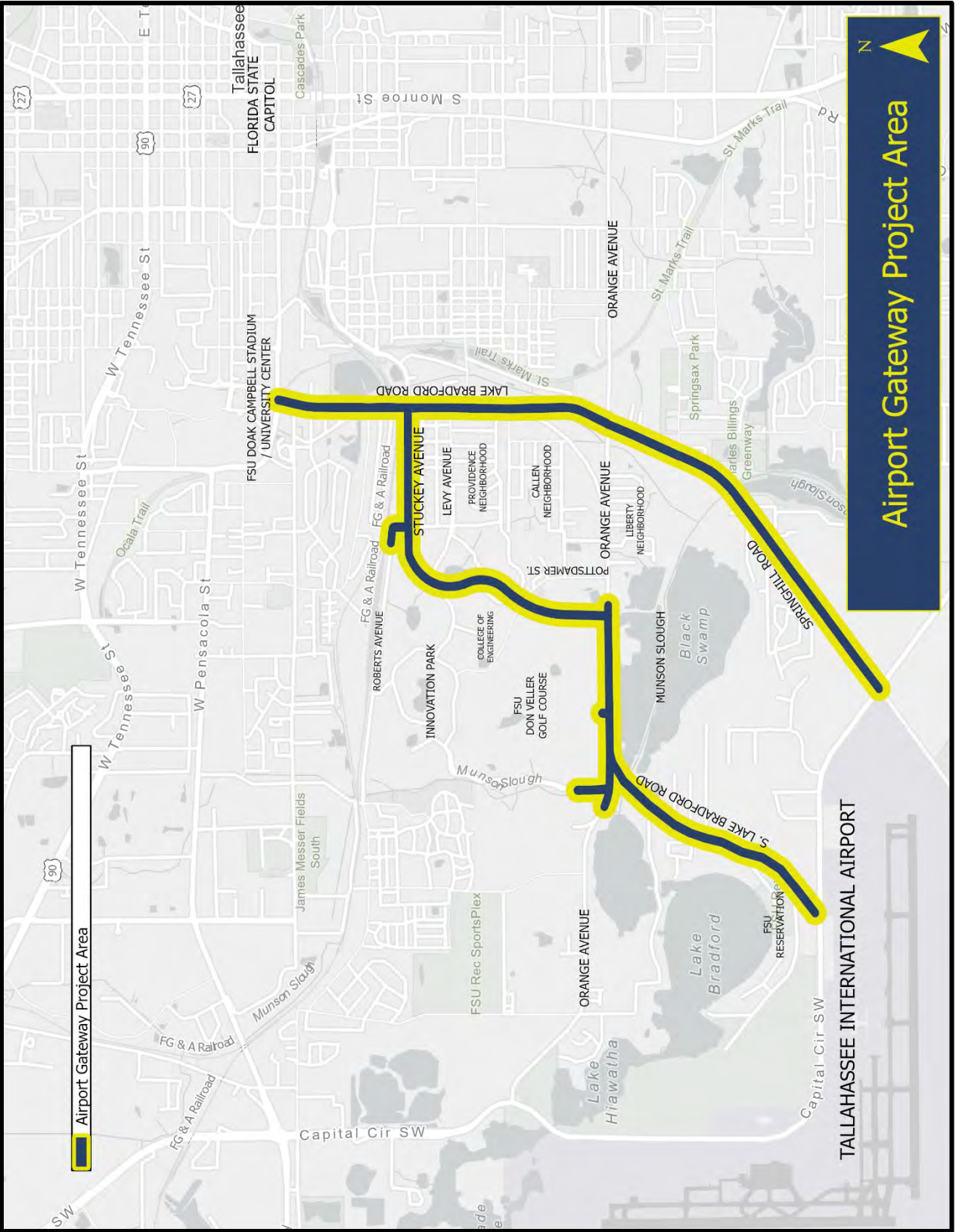


# BLUEPRINT



INTERGOVERNMENTAL AGENCY

Airport Gateway Project Area



**Airport Gateway Project Area**



*Alternative Sewer Solutions*

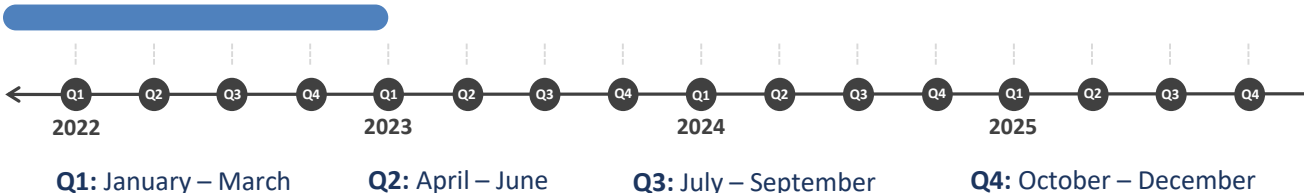
*Project Highlights*

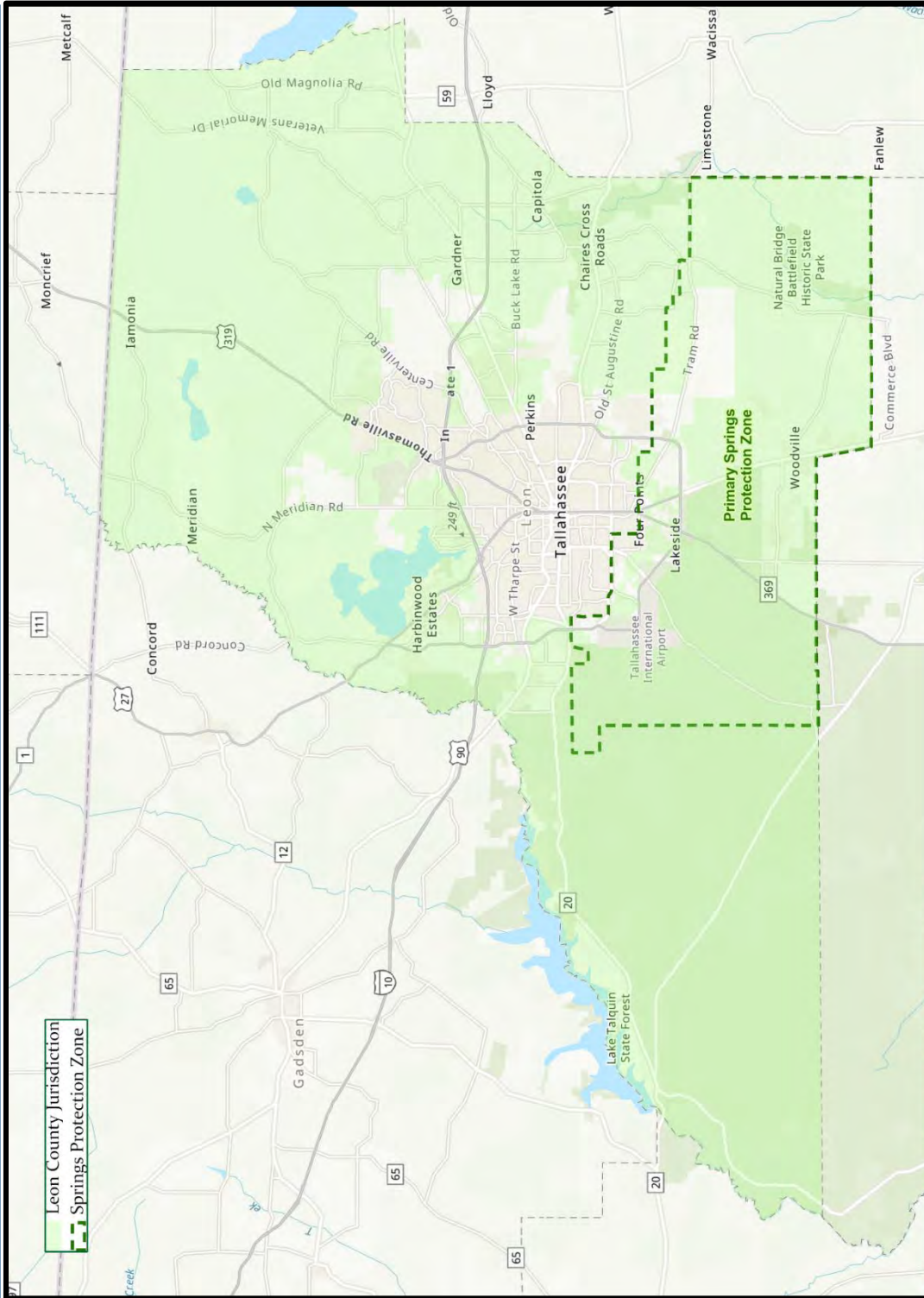
- Project provides funding for the Alternative Sewer Solutions Study; study area is unincorporated Leon County, and includes the Primary Springs Protection Zone.

*Current Status*

- Blueprint has funded and Leon County has managed the first phase of this project: the Comprehensive Wastewater Treatment Facilities Plan (CWTFP), which began in November 2019.
- The completed Comprehensive Wastewater Treatment Facilities Plan (CWTFP) and a series of recommendations was presented to and approved by the Board of County Commissioners on January 24, 2023.
- For more info visit the following [link](#).

Comprehensive Wastewater Treatment Facilities Plan  
 Q1 2020 – Q4 2022





Alternative Sewer Solutions Study  
 Map of Unincorporated Area in Leon County with Primary Springs Protection Zone



*Animal Service Center*

## Project Highlights

- The Animal Service Center project will provide a variety of renovations to the existing center to promote animal health and wellbeing.
- A Needs Assessment Report was completed by Animal Arts, Inc. for the Animal Service Center in March 2021 to identify renovations and facility upgrades, including:
  - Large-scale dog kennel renovations
  - Shelter medicine area renovations
  - Addition of new outdoor dog yards

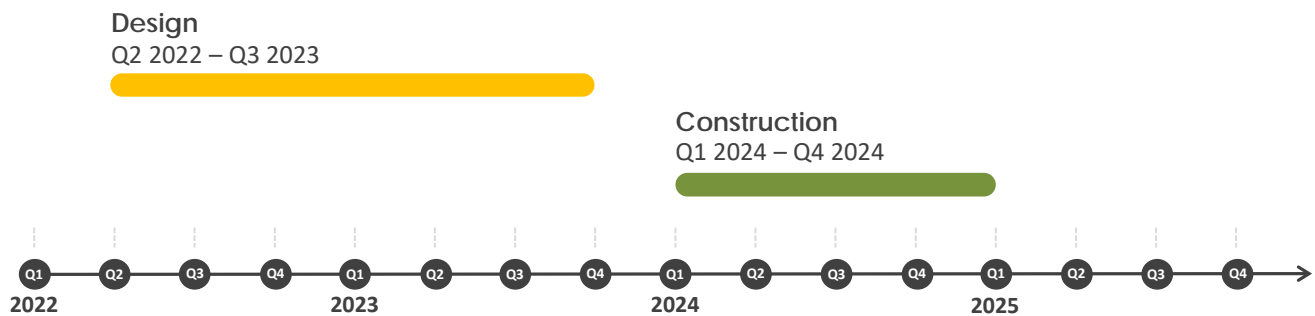
## Current Status

- Authorization to procure construction services was approved by the IA Board at the March 9, 2023 meeting.
- Permitting was completed in November 2023.
- An Invitation to Bid (IFB) for Construction Services is currently being advertised through City of Tallahassee Procurement with responses due in late February.

## Next Steps

- Construction of improvements is anticipated to begin in Q1 2024.

## Timeline



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**Design:** The design phase includes the development of final plans, construction documents and plan specifications.

**Construction:** Construction work will fully implement the final design plans for Animal Service Center improvements.

**Q1:** January – March

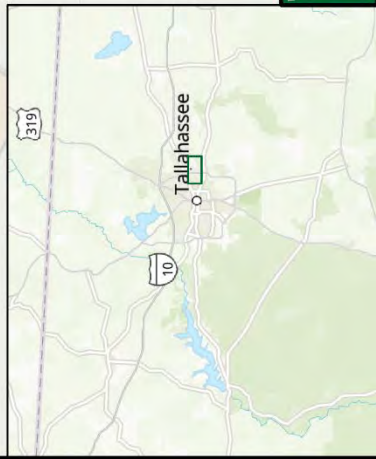
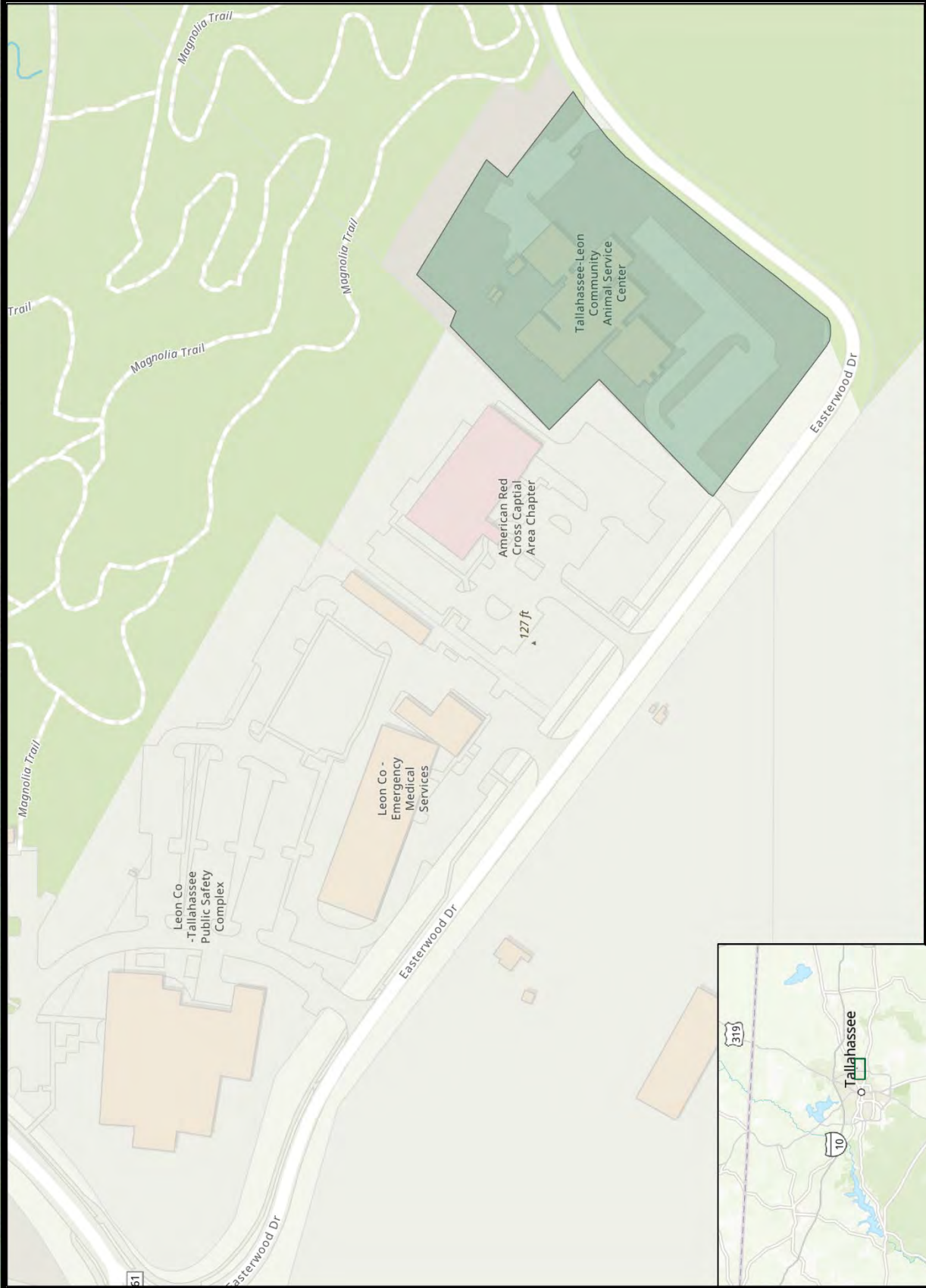
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Tallahassee-Leon Community Animal Service Center



## Build the Bike Route System

### Project Highlights

- This project is funded annually at \$750,000 through 2039, with a total funded amount of \$15 million.
- Projects under this program will be implemented according to the below process:
  - Leveraging opportunities with projects that have bicycle facility improvements identified.
  - Tier 1 Bicycle and Pedestrian Master Plan (BPMP) Projects.
  - Projects identified as part of the Facilities Gap Analysis completed by the Tallahassee-Leon County Planning Department.

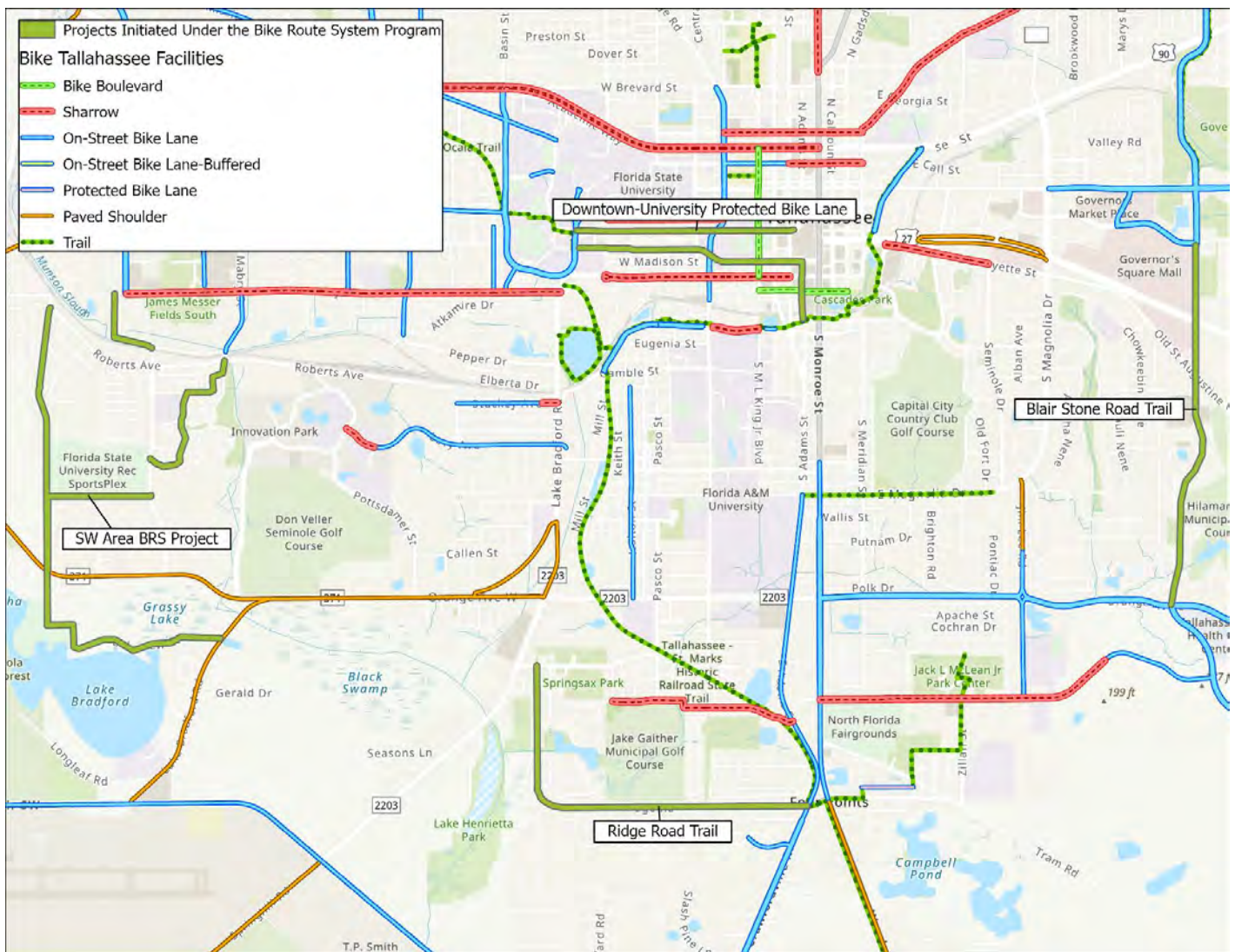
### Current Status

- The Downtown-University Protected Bike Lane (D-U PBL) is at 90% design.
- Three feasibility studies were completed in 2022, as detailed below:
  - Ridge Road (Springsax Rd. to St. Marks Trail)
  - Blair Stone Road (Orange Ave. to Gov. Sq. Blvd.)
  - SW Area Connector (connecting Tallahassee Museum, Debbie Lightsey Nature Park, FSU Rec. SportsPlex, the University Greenway, and local neighborhoods)
- The FY 2024 Bike Route System Work Program was approved by the IA Board at their September 21, 2023 Regular Meeting.

## Next Steps

- Construction for the D-U PBL will be procured and coordinated with the City of Tallahassee and Florida State University. A mini street-sweeper is planned for purchase.
- The Debbie Lightsey Nature Park Single-Track Mountain Bike Trail is anticipated to be underway by Q1 2024.

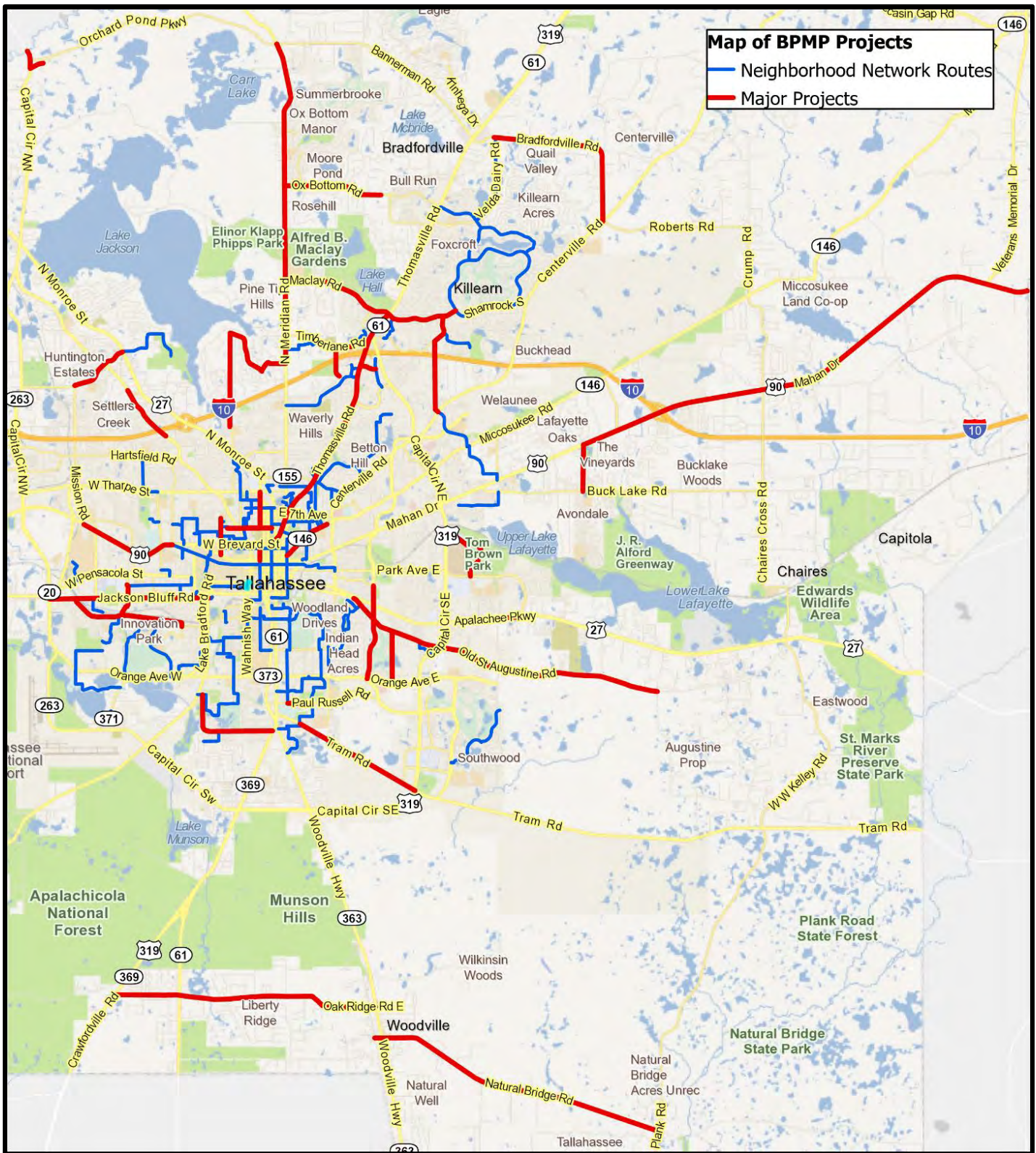
## Map of Approved Bike Route System Projects and Existing Bicycle Facilities





# BLUEPRINT

INTERGOVERNMENTAL AGENCY





## Project Highlights

- The Capital Cascades Trail: Segment 3 project is a continuation of the Capital Cascades Trail (CCT) network, which provides connectivity, water quality, and recreational improvements linking Leon High School in Downtown Tallahassee to Lake Henrietta in Tallahassee's Southside.
- This project creates an amenity-filled linear park alongside the newly constructed FAMU Way, stretching from Adams Street to the confluence with the Central Drainage Ditch east of Lake Bradford Road.

## Current Status

- A number of Capital Cascades Trail Segment 3 amenity projects are under construction, or have been completed, and have individual snapshots. These include:

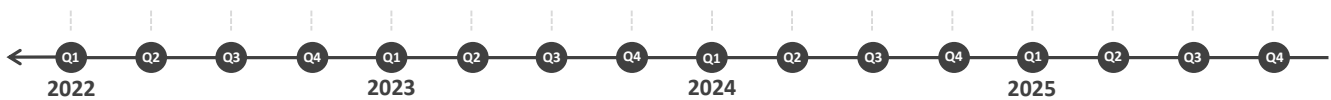
- Coal Chute Pond (Complete)
- Van Buren Street (Complete)
- History & Culture Trail (Under Construction)
- Skateable Art Park (Complete)
- CCT Restroom (Complete)

## Next Steps

- The project is substantially complete. Final closeout work is anticipated to be completed by the end of Q1 2024 following the completion of the History and Culture Trail.

## Timeline

Construction  
Q1 2021 – Q1 2024



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

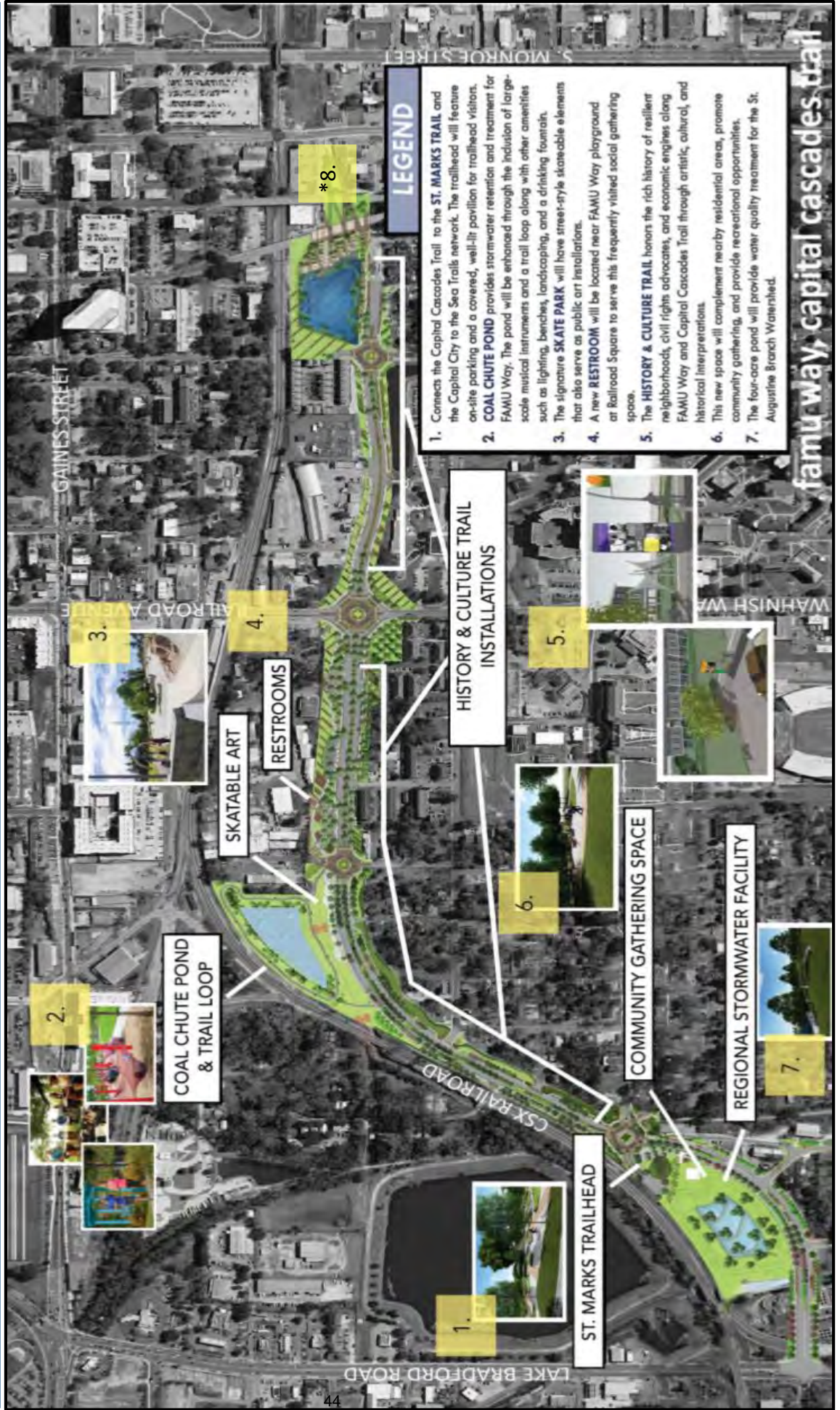
**Construction:** Construction work will fully implement the final design plans for Capital Cascades Trail Segment 3.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



\*8. Van Buren Street improvements

Project Completed



Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities>

Staff Contact: Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



Capital Cascades Trail Restroom

## Project Highlights

- The Capital Cascades Trail Restroom project was completed in September 2022.
- The new restroom facility features two family restroom stalls near the existing playground and Railroad Square, on the north side of FAMU Way.
- Innovative stormwater treatment facilities are part of the project through the implementation of a green roof and cistern system that treat the stormwater at the facility and use the runoff stormwater to irrigate the green roof system.
- This public restroom serves the nearby Blueprint constructed projects including the Skateable Art Park, Coal Chute Pond activities, and the FAMU Way Playground.
- Ownership and maintenance responsibility has been turned over to City of Tallahassee Community Beautification.

## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities/>

### Staff Contact: Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



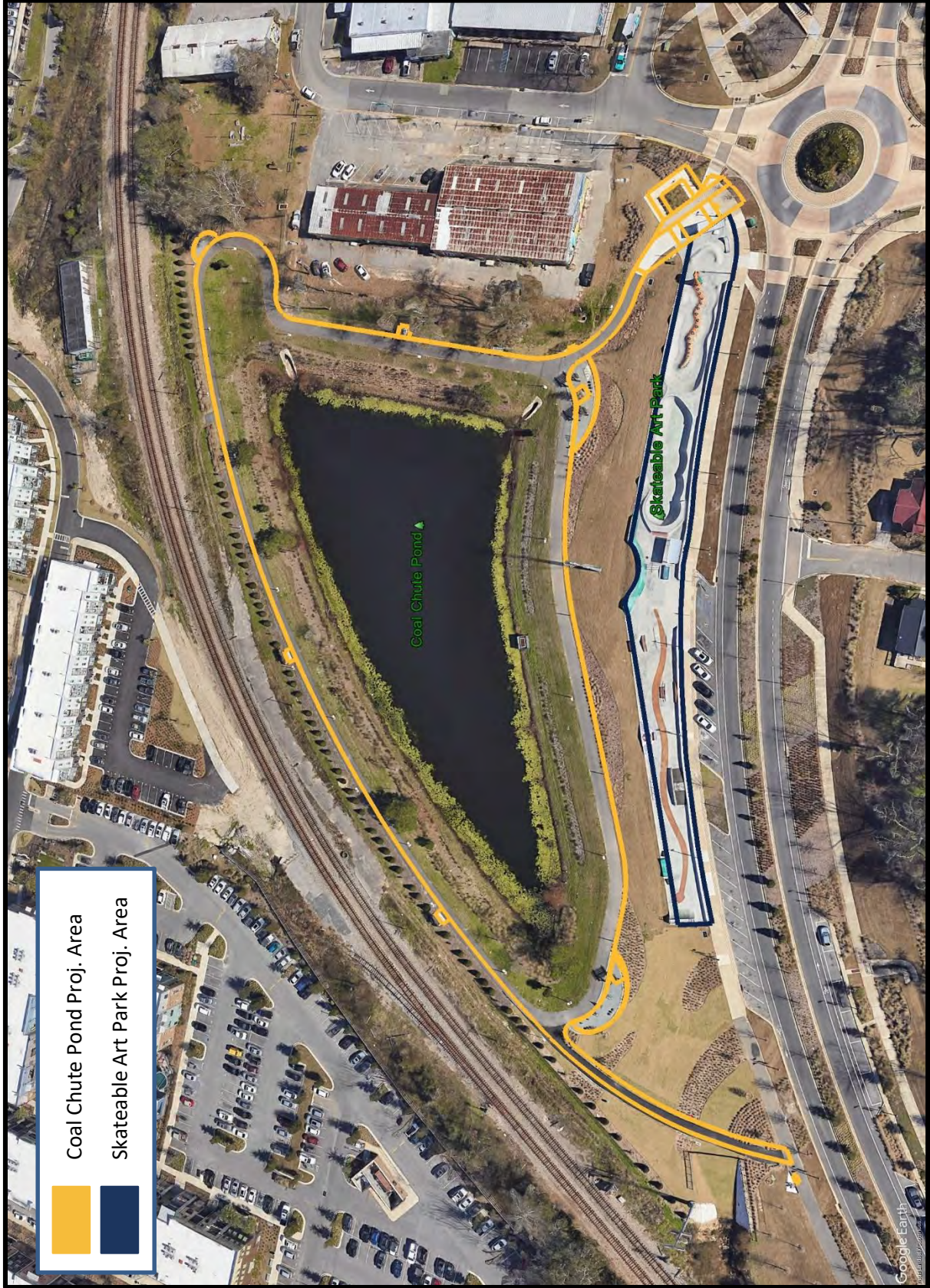
## Capital Cascades Trail Segment 3 Coal Chute Pond

### Project Highlights

- The Coal Chute stormwater facility has been enhanced through the inclusion of trail and park like amenities such as lighting, benches, and landscaping.
- Amenities were refined through a public involvement process conducted in Spring 2019, with FAMU, FSU, surrounding neighborhoods and businesses, and 300 citizens submitting their amenities preferences.
- The design incorporated the KCCI Red Hills Rhythm musical parklet, which now provides musical instruments designed for play.

### Current Status

- The project is complete, and a grand opening was held on June 22, 2022.
- In January 2023, the ditch enclosure at Coal Chute was completed, and a final trail connection and landscaping were installed.
- The hammock garden has been installed.



- Coal Chute Pond Proj. Area
- Skateable Art Park Proj. Area



## CCT Segment 3 History & Culture Trail

### Project Highlights

- The History & Culture Trail (HCT) project will celebrate and highlight the history and culture of the neighborhoods and businesses along FAMU Way through artistic, cultural, and historical interpretative kiosks that will display images, photographs, and historical information.
- Through a partnership with the Council on Culture and Art (COCA), 12 artistic installations are planned to complement the interpretive kiosks.
- The project incorporated a citizen working group, who assisted in the concept and content development for historical and cultural interpretations.

### Current Status

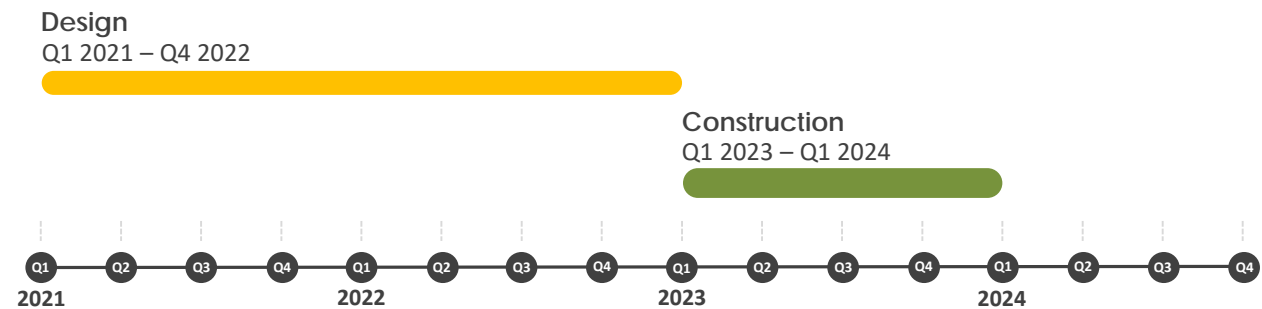
- Final design is complete and construction of the public art components and hardscape elements are underway.
- A trio of wood sculptures were installed at the newly constructed Community Gathering Space at 3DB Pond in September 2023. The sculptures, titled Metamorphosis, Your Move, and Community, were carved from preserved live oak wood. Each piece interprets the shared history and captures the spirit of the Boynton Still Quarters' former residents.
- The second sculpture, "The Jazz Man" by Bradley Cooley, Jr., was installed at the market area on FAMU Way in August 2023 to pay homage to Tallahassee's jazz heritage and musical influence. Local musician Scotty Barnhart served as the model for the sculpture's body and hands.



## Next Steps

- Installation of interpretive history panels and public art sculptures will be ongoing beginning in Q1 2023 and concluding in Q1 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of design plans and construction documents for the trail amenities as well as the design of the Community Gathering Space at the 3DB Regional Stormwater Facility. Stakeholder and community engagement will be taken into account for final design.

**Construction:** Construction work will fully implement the final design plans for the project.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

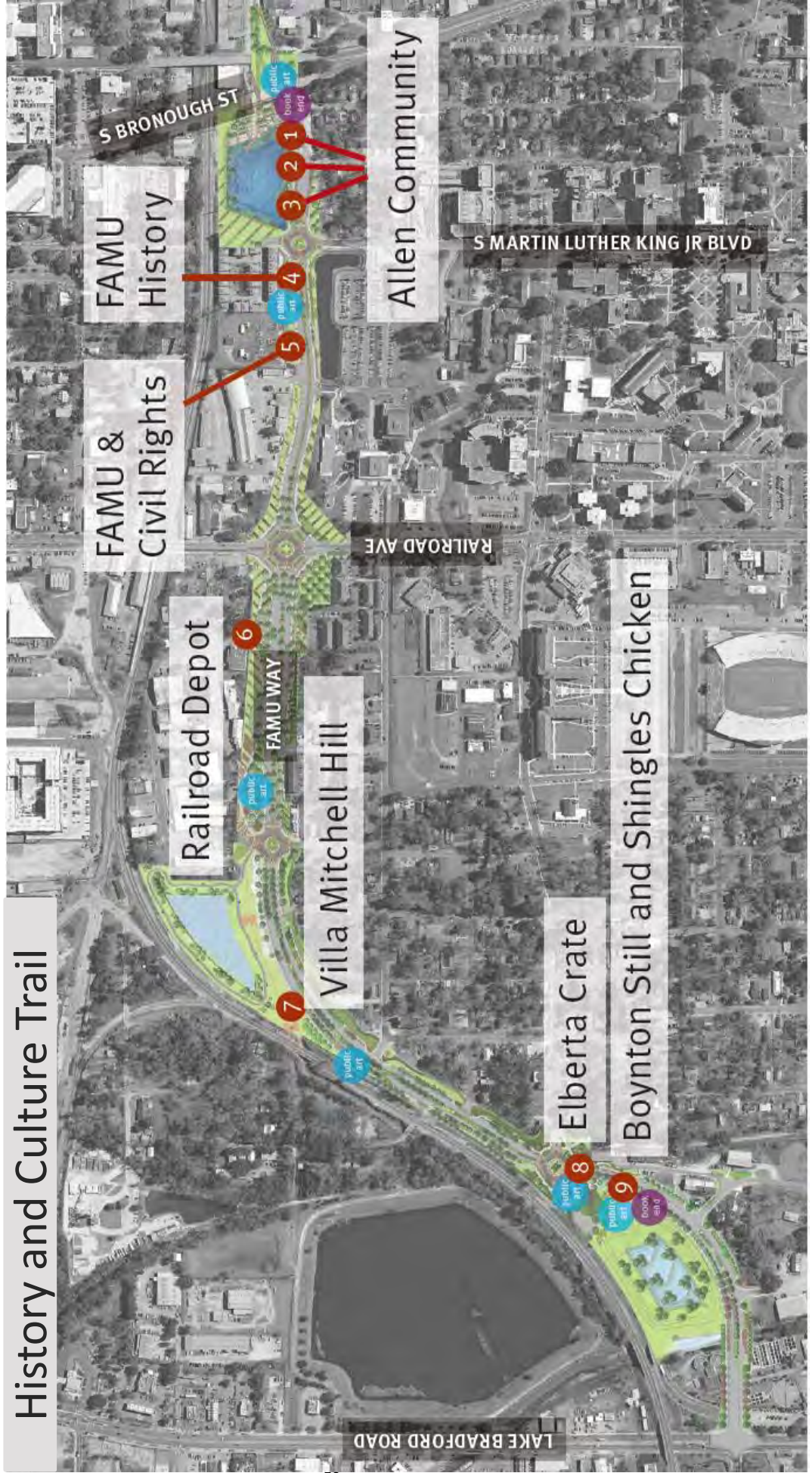
**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY

## History and Culture Trail



## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities/>

### Staff Contact: Sue Tanski

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[Susan.Tanski@BlueprintIA.org](mailto:Susan.Tanski@BlueprintIA.org)



## Capital Cascades Trail Segment 3 Skateable Art

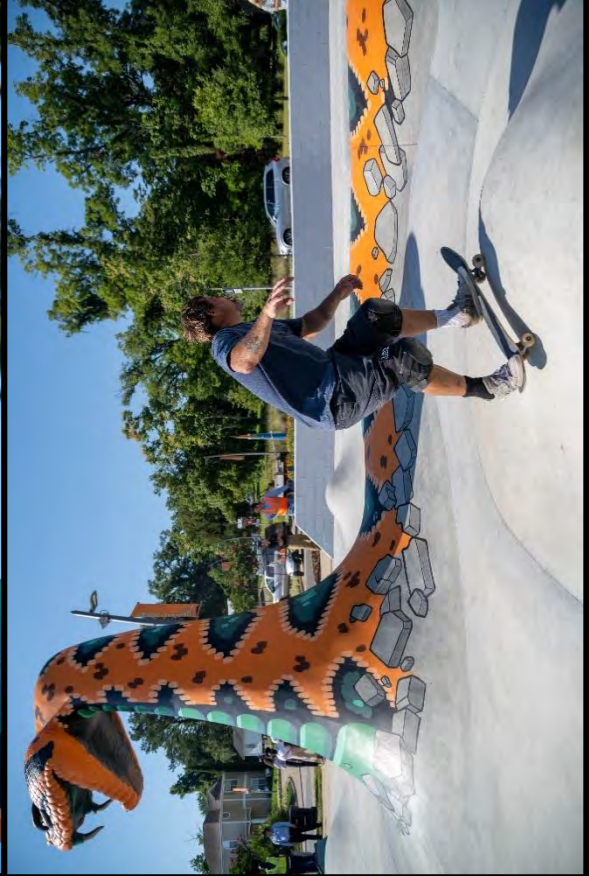
### Project Highlights

- The project is complete, and a grand opening was held on June 22, 2022.
- The FAMU Way Skateable Art Park is a world-class skate park and is Tallahassee/Leon County's second public skate park.
- The central feature in the park is a roughly 225-foot-long snake run, which is the longest snake run in Florida. The park includes two shade structures. Other features are a competition style bowl, a U-shaped ramp, and elements that mimic real "street skating." These include curved banks and ledges featuring various textured stamping, an A-frame with a ledge, pyramid hips with ledges, rails, and a manual pad, and a snake gap with hubbas. The final element is a stenciled quarter pipe.
- Local artist Peter Koenig painted the central 'Rattler' art piece.
- The project was designed and built by Skate Park Specialists, Team Pain.
- Visitors can take a 360° [Virtual Skateable Art Park Tour](#) and watch videos of the grand opening [here](#).

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities>

**Staff Contact:** Junious Brown  
(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



Capital Cascades Trail Segment 3  
Van Buren Street

## Project Highlights

- This project enhances the Anita Favors Plaza, and provides parking to support both the Plaza and Capital Cascades Trail activities.
- The project provides new pedestrian accessibility, greenspace parking, and decorative lights matching the completed portions of the Capital Cascades Trail.
- The project included undergrounding the overhead electric utilities, significantly improving the corridor aesthetics.





## Current Status

- Project is complete.

# BLUEPRINT

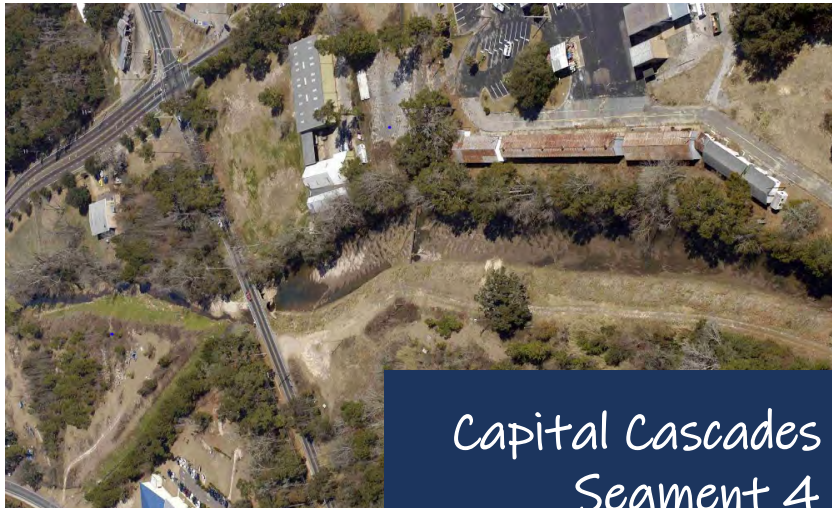
INTERGOVERNMENTAL AGENCY



-  Cascades Park
-  Capital Cascades Connector
-  Capital Cascades Trail Segment 3
-  Van Buren Street Project Area



Capital Cascades Trail – Segment 3  
Van Buren Street Project Area



## Capital Cascades Trail Segment 4

### Project Highlights

- Capital Cascades Trail Segment 4 provides connectivity, water quality, stormwater, and recreational improvements and completes the 4.25-mile Capital Cascades Trail project linking Leon High School in Downtown Tallahassee to Lake Henrietta.
- Segment 4 will complete the stormwater and amenity improvements for the portion of the Capital Cascades Trail from the convergence of the Central Drainage Ditch and the St. Augustine Branch near Lake Bradford Road to Munson Slough at Springhill Road.

### Current Status

- Final design and permitting began in November 2023.
- The concept plan detailing proposed trail connections, public space amenities, and stormwater improvements, as presented to the IA Board at the September 21, 2023 meeting, is available on the project website.
- The concept plan was presented at the Capital Cascades Trail Segment 4 Open House at Pineview Elementary on February 2, 2023, and attended by approximately 200 people.
- Blueprint has constructed two new sidewalks connecting the Greater Bond neighborhood to the St Marks Trail and Capital Cascades Trail Segment 4.
- Development of a paper, "Innovative Stormwater Technologies: A White Paper on Stormwater Management System Design Practice in Florida" has been completed and has been posted on the project website.

## Next Steps

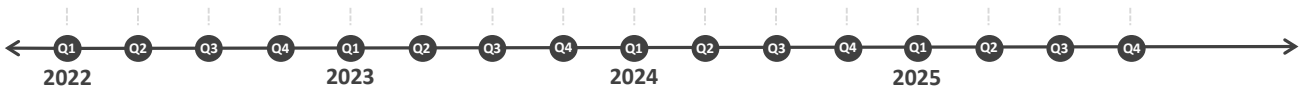
- Design will continue through 2024 with an anticipate completion date of Q4 2024.
- Continue community engagement with project stakeholders.

## Timeline

Design  
Q3 2021 – Q4 2024



Construction  
Q1 2025 – Q3 2026



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**Design:** The design phase includes development of final plans and construction documents for Capital Cascades Trail Segment 4 and associated facilities (stormwater, multimodal facilities, etc.).

**Construction:** Construction work will fully implement the final design plans for the Capital Cascades Trail Segment 4.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



# BLUEPRINT



## INTERGOVERNMENTAL AGENCY



# Capital Cascades Trail - Segment 4 Project



## Capital Circle Southwest

### Project Highlights

- This approximately 5.8 mile project segment, from Orange Avenue to Crawfordville Road, is the last phase of 16.5 miles of improvements to the Capital Circle corridor.
- Consistent with other phases, this project will widen the road from two to six lanes, include bike lanes, a 10-foot wide multi-use trail as part of the Capital Circle Southwest Greenway, and a 5-foot sidewalk.
- Project implementation is being managed by the Florida Department of Transportation (FDOT).
- Blueprint invested \$4,554,895 in PD&E and \$2,800,000 for enhanced lighting as part of this project.

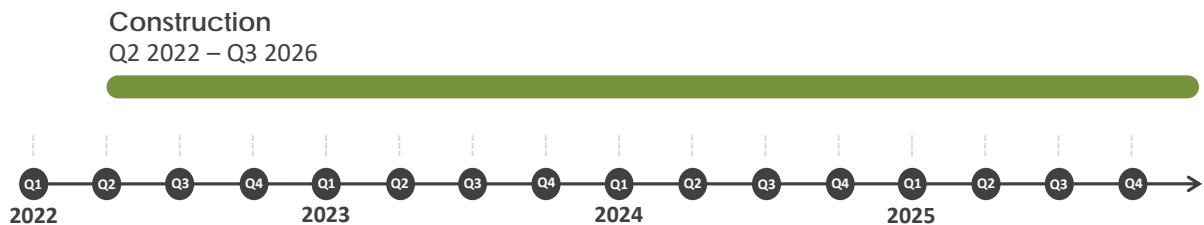
### Current Status

- Springhill Road to Orange Ave
  - FDOT construction allocations total approximately \$78 million. Construction began in October 2022.
- Crawfordville Road to Springhill Road
  - Right-of-Way acquisition is underway. FDOT has allocated roughly \$18.4 million to this phase for FY 2023 – FY 2025.
  - The Moving Florida Forward Initiative was approved by the Florida Legislature in June 2023. If prioritized by the Initiative, the Crawfordville Road to Springhill Road segment will advance to construction by Summer FY 2026.
- **Total FDOT & Blueprint Investment: \$187.4 million**

## Next Steps

- Construction on the segment from Orange Ave. to Springhill Rd. is estimated to finish in Q3 2026.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Construction:** Construction work will fully implement the final design plans for the Capital Circle Southwest project.

**Q1:** January – March

**Q2:** April – June

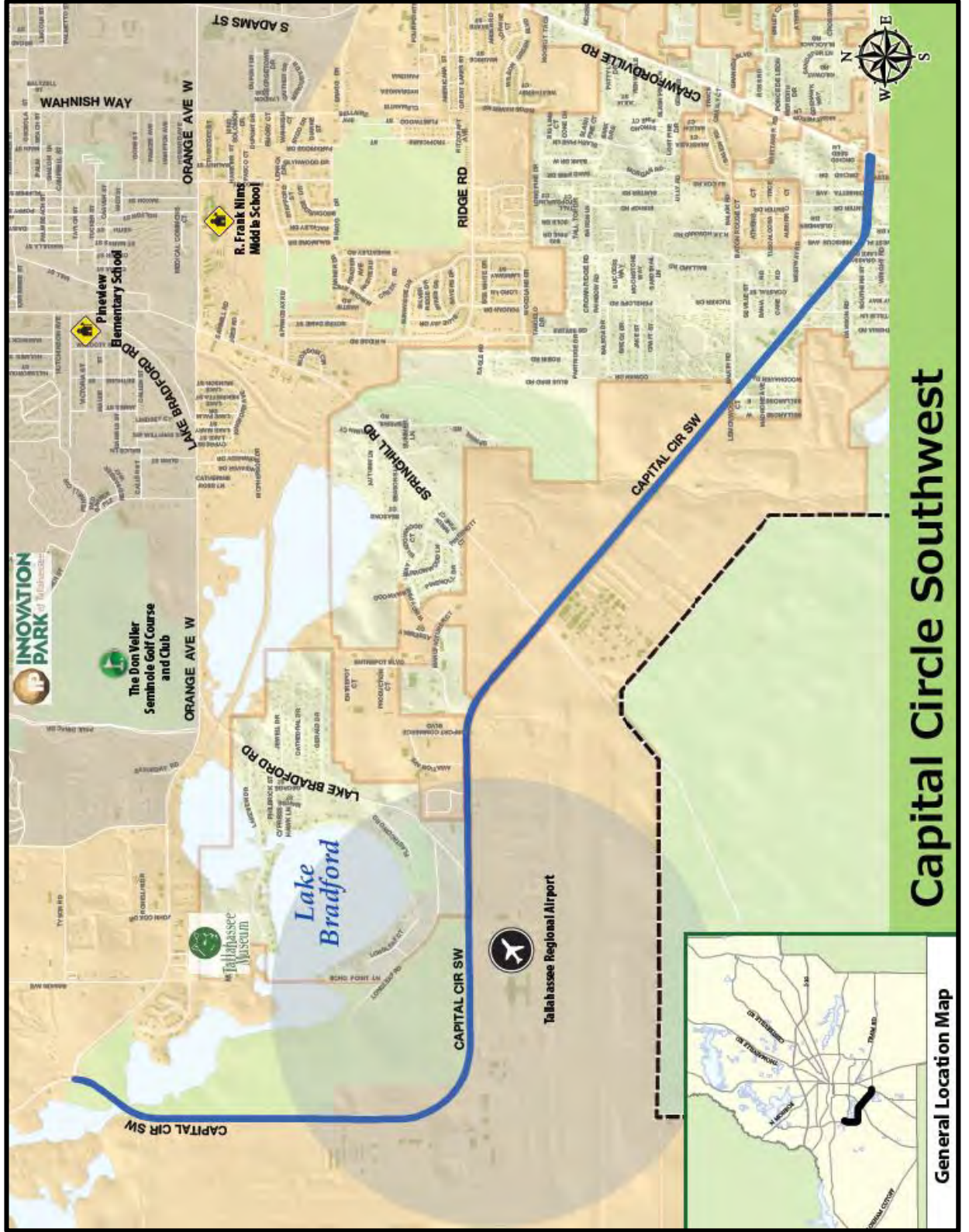
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



## Capital Circle Southwest

General Location Map

## Project Completed



Project Website: [www.BlueprintIA.org](http://www.BlueprintIA.org)

Staff Contact: Eric Mason

(850) 219-1085

[Eric.Mason@Blueprintia.org](mailto:Eric.Mason@Blueprintia.org)



Cascades Park Amphitheater

### Project Highlights

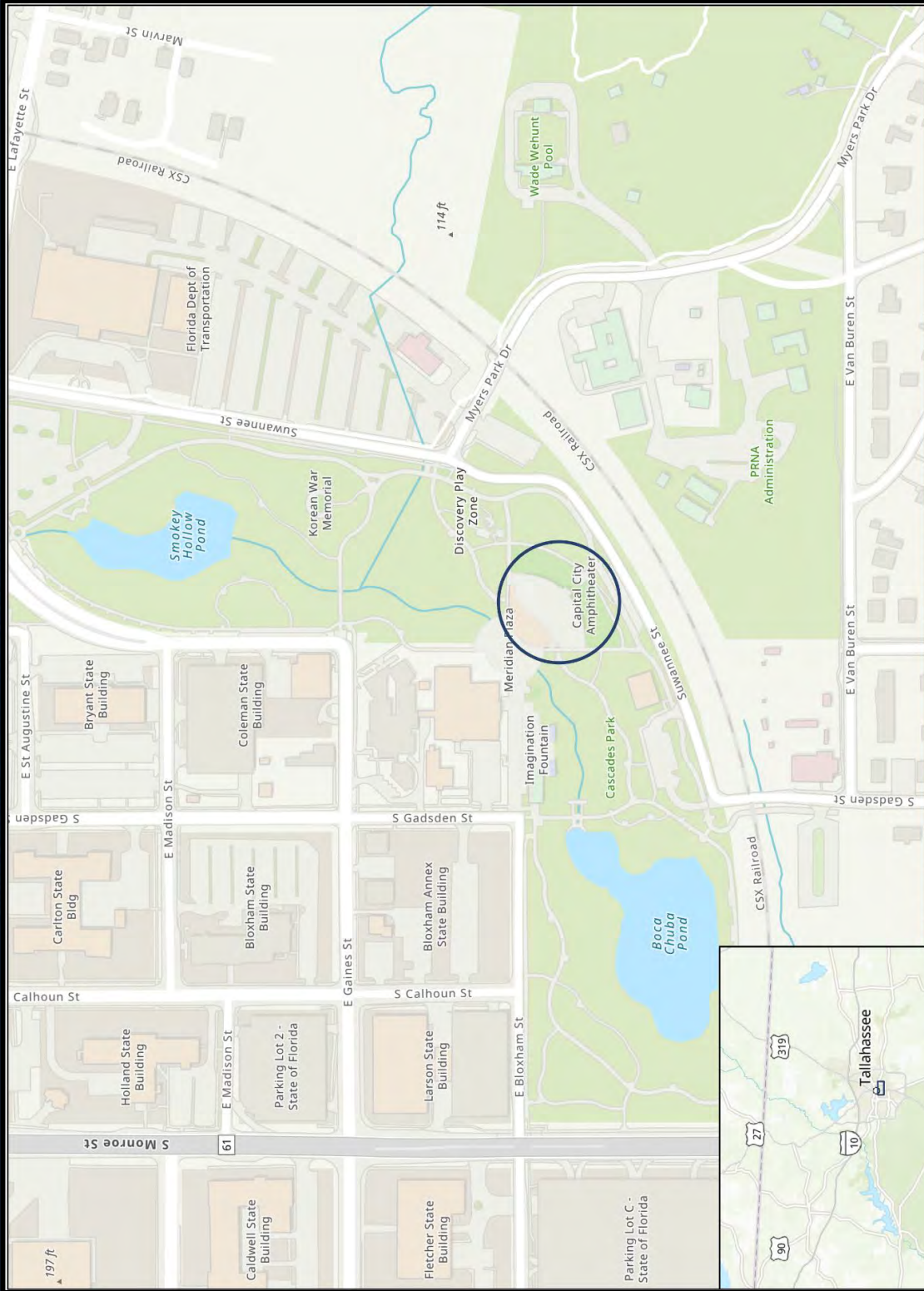
- This project included two phases. The first was to make weatherization improvements on the Amphitheater stage, the second was to procure a new speaker system that would reduce the impact of sound from the amphitheater on the nearby neighborhoods.

### Current Status

- This project is complete.
- The Amphitheater Weatherization project was completed in late 2020.
- The new speakers were received on June 7, 2022, and the old speakers were removed from the amphitheater on July 8, 2022.

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Capital City Amphitheater Weatherization



## College Avenue Placemaking

### Project Highlights

- This project implements the College Avenue Placemaking Action Plan and provides funding for construction, stormwater improvements, streetscaping, and gateway enhancements.
- Specific improvements to be provided by this project will be determined at the time of project initiation.

### Current Status

- As directed by the IA Board, Blueprint provided an update on the College Avenue Placemaking Project at the September 27, 2021 IA Board Meeting [[linked here](#)].

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## College Avenue Placemaking

General Location Map



**Project Website:**

[blueprintia.org/projects/debbie-lightsey-nature-park/](https://blueprintia.org/projects/debbie-lightsey-nature-park/)

**Staff Contact:** Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



## Debbie Lightsey Nature Park & Capital Circle SW Greenway

### Project Highlights

- The project provides:
  - Approximately 6.6 miles of greenway trails in the Capital Circle Southwest (CCSW) corridor.
  - A 113-acre nature park that includes approximately 1.6 miles of multiuse paths, boardwalks over wetlands, and a 2.2 mile single-track mountain-bike trail, which has been completed.
  - Creation of the Golden Aster Trail, which has been completed, and the Munson Slough Connector from Lake Henrietta to CCSW.
- The CCSW Greenway's trails and shared use paths connect neighborhoods in south and southwest Tallahassee to several parks, greenways, and the Apalachicola National Forest.

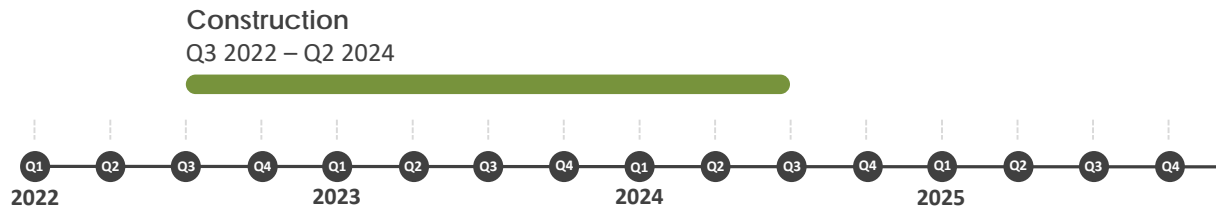
### Current Status

- The Grand Opening of Debbie Lightsey Nature Park and the Golden Aster Trail was held on October 18, 2023.
- A single-track bike trail, which is the final phase of the project, is expected to begin construction in Q1 2024.
- FDOT began constructing the portion of the Greenway along Capital Circle Southwest from Orange Avenue to Springhill Road in Q3 2022.
- Coordination remains ongoing for the Lake Munson Connector.
- Ownership of completed project components has been transferred to the City of Tallahassee Parks, Recreation, & Neighborhood Affairs.

## Next Steps

- The design and build process for the Debbie Lightsey Nature Park Single-Track Mountain Bike Trail is anticipated to be underway by Q1 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Construction:** Construction includes full implementation of final design plans for all elements of the Debbie Lightsey Nature Park and Capital Circle SW Greenways.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY

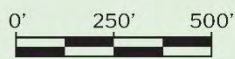


## LEGEND

- 1** Main Park Entrance
- 2** Nature Play Area
- 3** Pedestrian Entrance
- 4** Picnic Pavilion
- 5** Wetland Overlook
- T** Trailhead
- K** Welcome Kiosk
- W** Water Fountain
- P** Parking
- Accessible Parking

## TRAILS

- Trail Loop  
1.1 Miles
- Pedestrian Entry Path
- Boardwalk
- Sidewalk





## Project Highlights

- This project will provide funding to construct improvements to the Fairgrounds property, under the ownership of Leon County.
- On December 9, 2021, the IA Board accepted the updated Fairgrounds Market Feasibility Report which recommended the continued operations of the Fairgrounds at its current location and that targeted improvements for the site be identified through a master plan process.
- Some key findings from the report are:
  - The Fairgrounds contributes \$79.2 million annually to the local economy
  - Relocating the Fairgrounds is estimated to cost \$25-30 million
  - Over 200,000 people visit the Fairgrounds annually for various events

## Current Status

- Phase 1 of the Master Plan process was completed in November 2022.
- A Status Update on the Fairgrounds Beautification and Improvements project was included as part of the May 11, 2023 Budget Workshop.
- On September 26, 2023, the IA Board approved \$30 million in funding for the Beautification and Improvements to the Fairgrounds project in the FY 2024-2028 Capital Improvement Plan. The project is programmed to be fully funded by 2026.

## Next Steps

- The Master Plan is anticipated to be completed in Summer 2024.
- Design of improvements will be authorized by the IA Board, and are anticipated to begin in 2025.

## Timeline

### Master Plan

Q2 2022 – Q1 2024



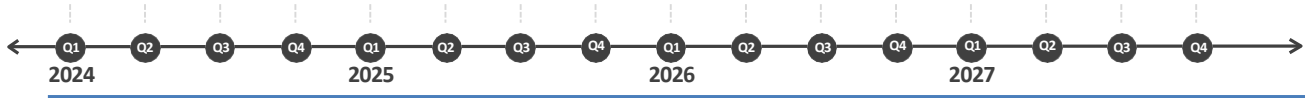
### Design

Q3 2025 – Q4 2026



### Construction

Q1 2027 – Q4 2028



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Master Plan:** A master plan phase involves the creation of a long term planning document that provides a conceptual layout and implementation strategy to guide future growth and development of the 107-acre Fairgrounds property.

**Q1:** January – March

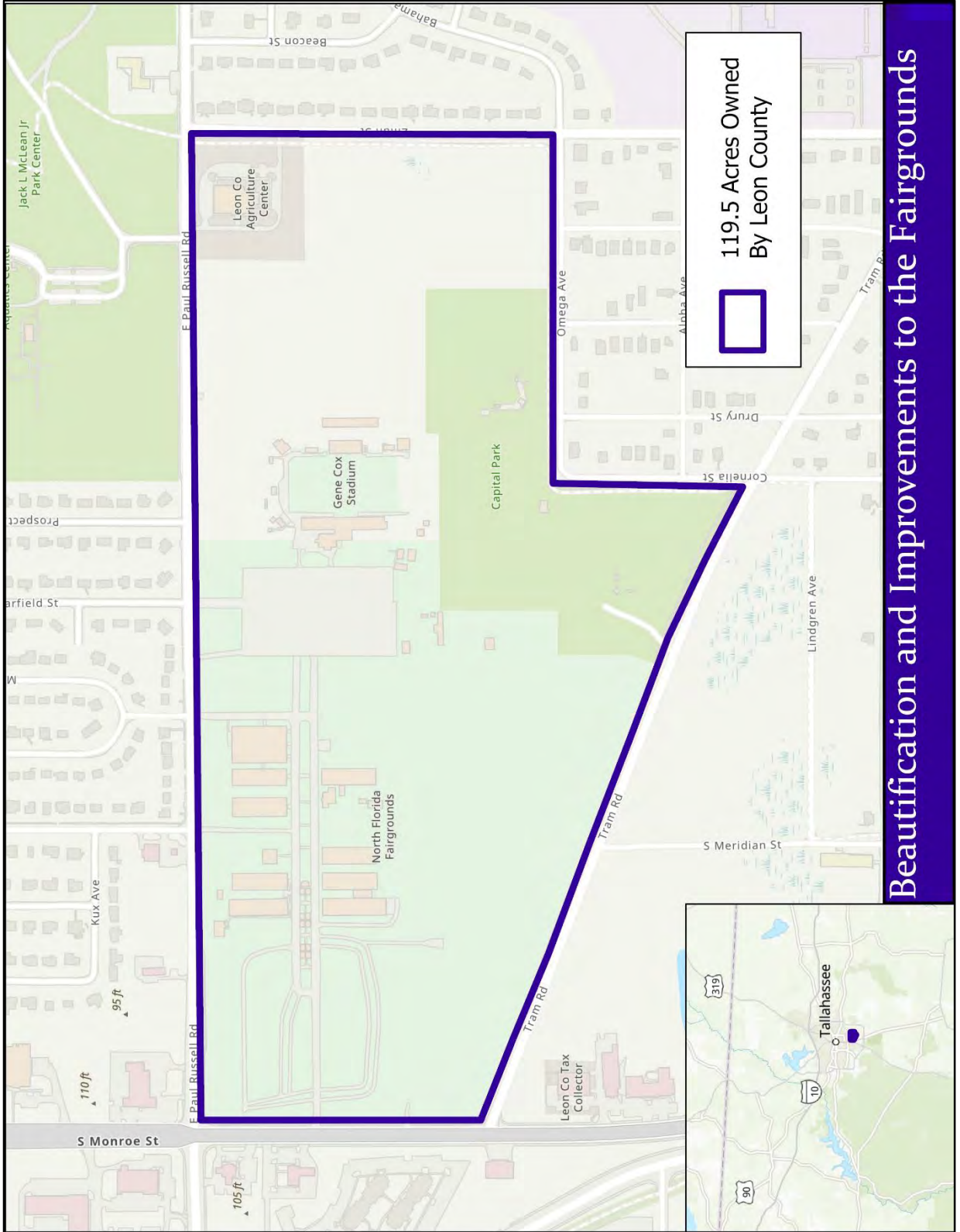
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Beautification and Improvements to the Fairgrounds



Florida A&M Entry Points

## Project Highlights

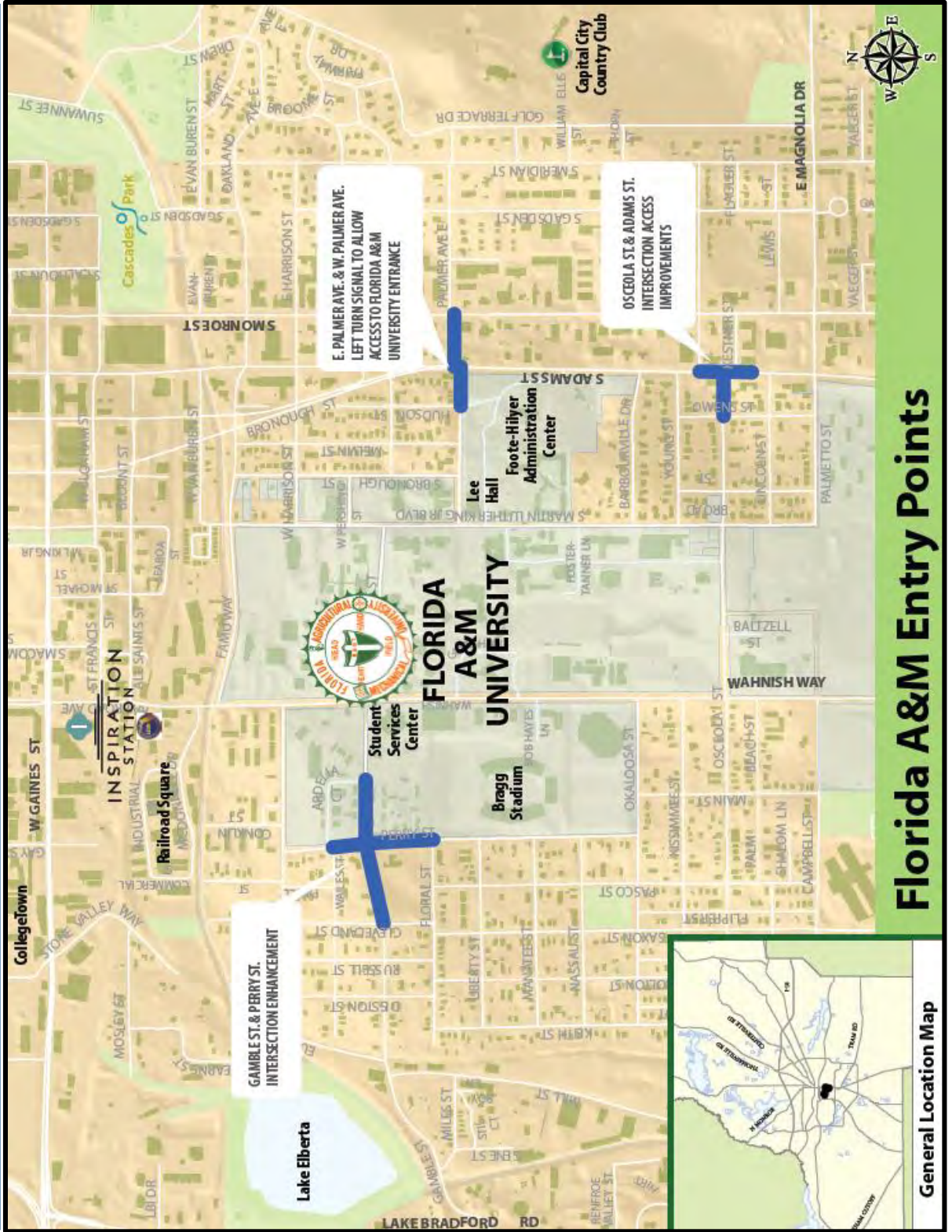
- This project will provide funding to develop entry points to Florida A&M University at Osceola Street/Adams Street and Perry Street/Gamble Street.
- Intersection enhancements, turn signals, and intersection access improvements are potential improvements for this project.

## Current Status

- This project has not yet been initiated.

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Florida A&M Entry Points



General Location Map



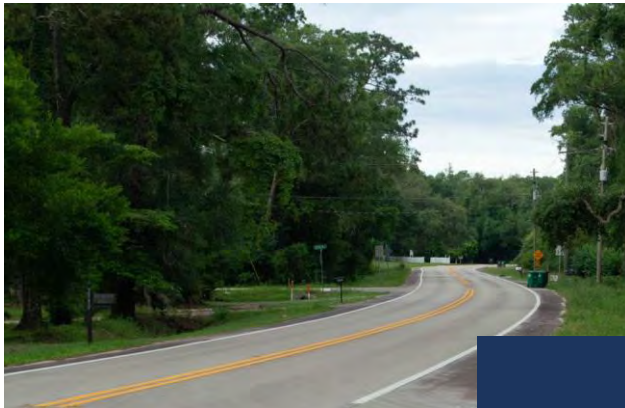
Project Website:

<https://blueprintia.org/projects/airport-gateway/>

Staff Contact: Abraham Prado

(850) 219-1076

[Abe.Prado@Blueprintia.org](mailto:Abe.Prado@Blueprintia.org)



## Airport Gateway

### Project Highlights

- The project purpose is to create a unique, safety-enhanced, multimodal gateway entrance into Downtown, FSU, and FAMU from the Tallahassee International Airport. Other project goals include expanded investment in Southwest Tallahassee-Leon County, supporting local growth of the high-tech sector in areas such as Innovation Park, and improving neighborhood safety.
- The project includes planned improvements for over 7 miles of southwest area roadways, a new road to Innovation Park and FAMU + FSU's southwest campus, and over 13 miles of new or improved multimodal facilities, including a portion of the University Greenway.

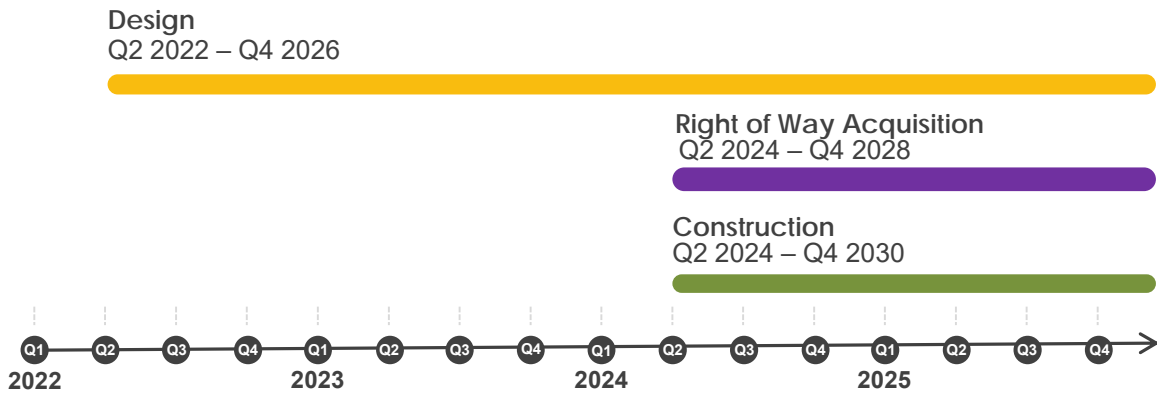
### Current Status

- Project planning is underway. The project traffic study has been completed, and design of roadway improvements commenced in Q2 2022.
- Plans are 60% developed for the new roadway to Innovation Park and 90% developed for Levy Avenue.
- FDOT has prepared 60% plans for Orange Avenue road-widening from Cypress Lake Street to South Monroe Street as of November 2023.
- FDOT has begun design on a bridge replacement over Munson Slough. Blueprint is coordinating with FDOT to ensure the design accounts for the Airport Gateway improvements along Springhill Road.
- Coordination is ongoing with FDOT to ensure their improvements at the Capital Circle SW and Springhill Road intersection, which includes about 2,000 feet of Springhill Road north of the intersection, accommodate Airport Gateway improvements.

## Next Steps

- Continue preliminary roadway and greenway design.
- Continue site survey and geotechnical investigation.
- At the November 7, 2023 IA Board Meeting, the IA Board directed staff to bring back an Agenda Item to address the scope of the Airport Gateway project.
- Construction of the first segment of the Springhill Road improvement is expected to begin in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Airport Gateway project and associated facilities.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Airport Gateway.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

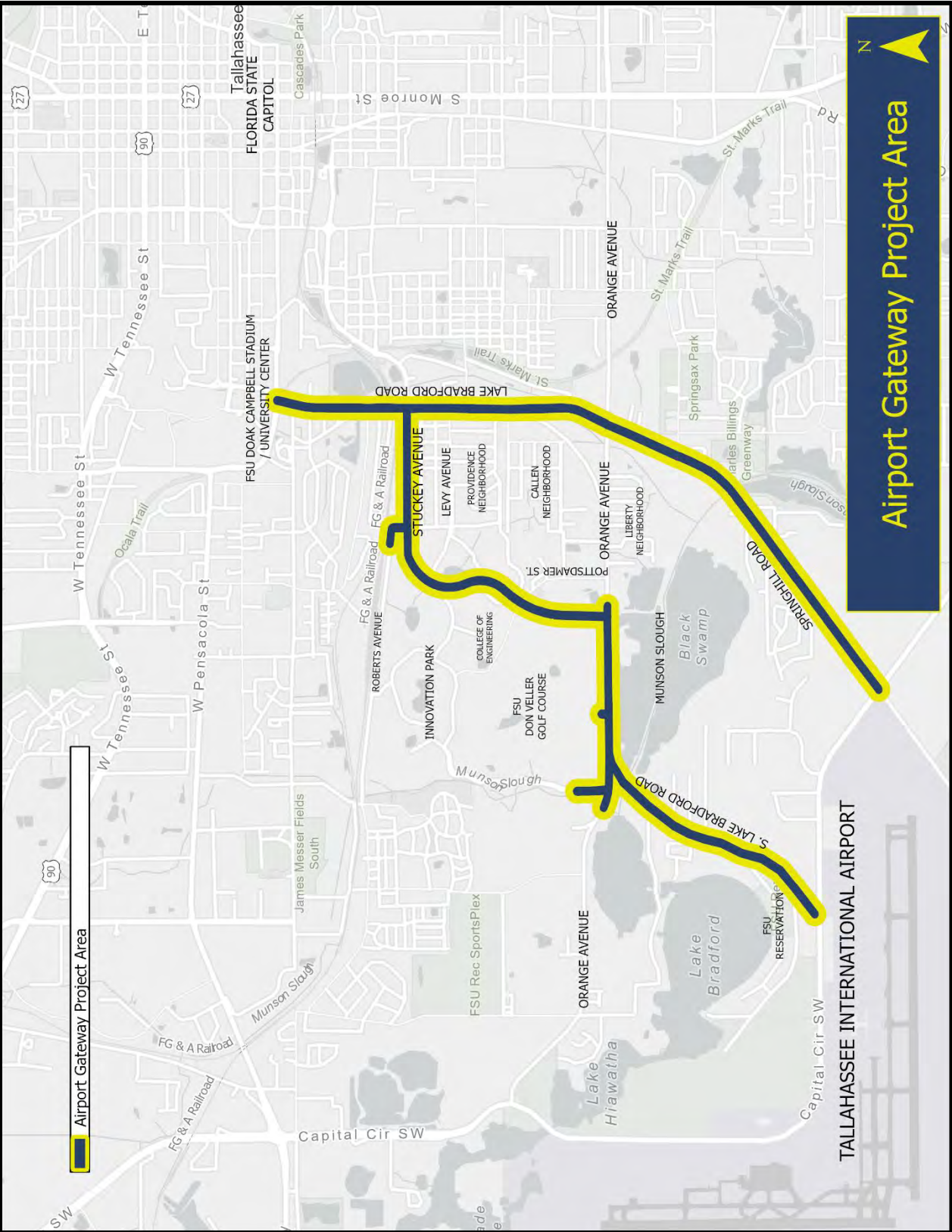
**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY

Airport Gateway Project Area



**Airport Gateway Project Area**



*Alternative Sewer Solutions*

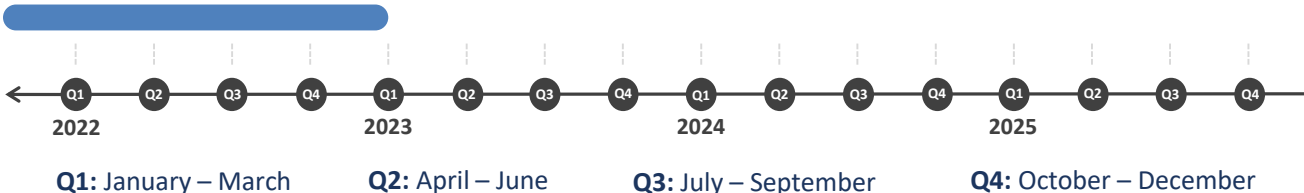
*Project Highlights*

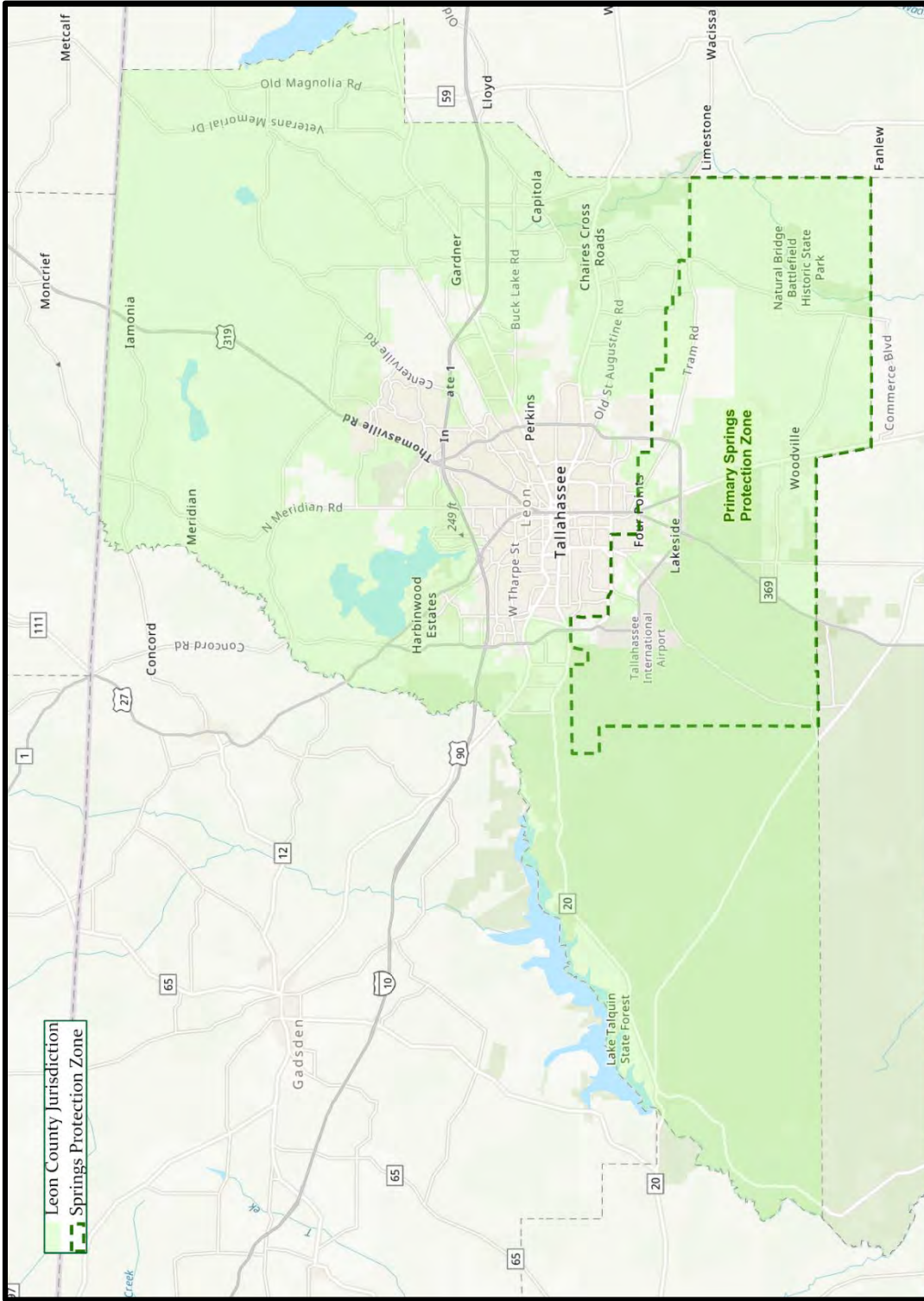
- Project provides funding for the Alternative Sewer Solutions Study; study area is unincorporated Leon County, and includes the Primary Springs Protection Zone.

*Current Status*

- Blueprint has funded and Leon County has managed the first phase of this project: the Comprehensive Wastewater Treatment Facilities Plan (CWTFP), which began in November 2019.
- The completed Comprehensive Wastewater Treatment Facilities Plan (CWTFP) and a series of recommendations was presented to and approved by the Board of County Commissioners on January 24, 2023.
- For more info visit the following [link](#).

Comprehensive Wastewater Treatment Facilities Plan  
 Q1 2020 – Q4 2022





Alternative Sewer Solutions Study  
 Map of Unincorporated Area in Leon County with Primary Springs Protection Zone



*Animal Service Center*

## Project Highlights

- The Animal Service Center project will provide a variety of renovations to the existing center to promote animal health and wellbeing.
- A Needs Assessment Report was completed by Animal Arts, Inc. for the Animal Service Center in March 2021 to identify renovations and facility upgrades, including:
  - Large-scale dog kennel renovations
  - Shelter medicine area renovations
  - Addition of new outdoor dog yards

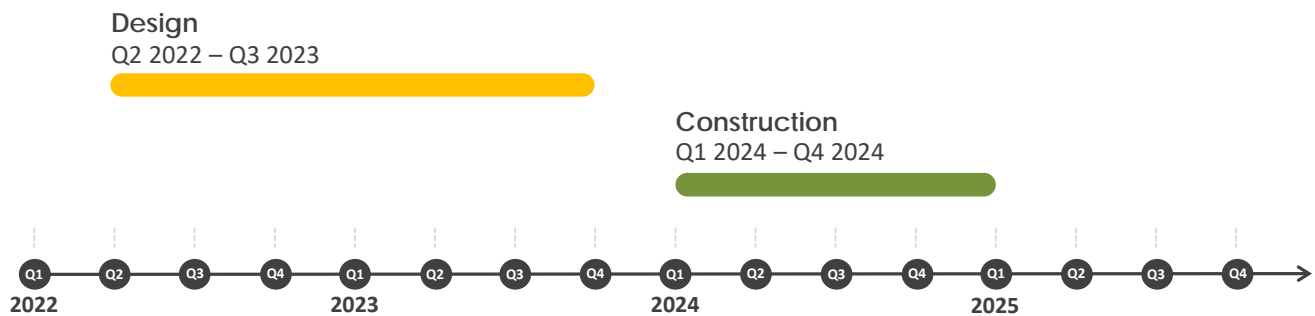
## Current Status

- Authorization to procure construction services was approved by the IA Board at the March 9, 2023 meeting.
- Permitting was completed in November 2023.
- An Invitation to Bid (IFB) for Construction Services is currently being advertised through City of Tallahassee Procurement with responses due in late February.

## Next Steps

- Construction of improvements is anticipated to begin in Q1 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Design:** The design phase includes the development of final plans, construction documents and plan specifications.

**Construction:** Construction work will fully implement the final design plans for Animal Service Center improvements.

**Q1:** January – March

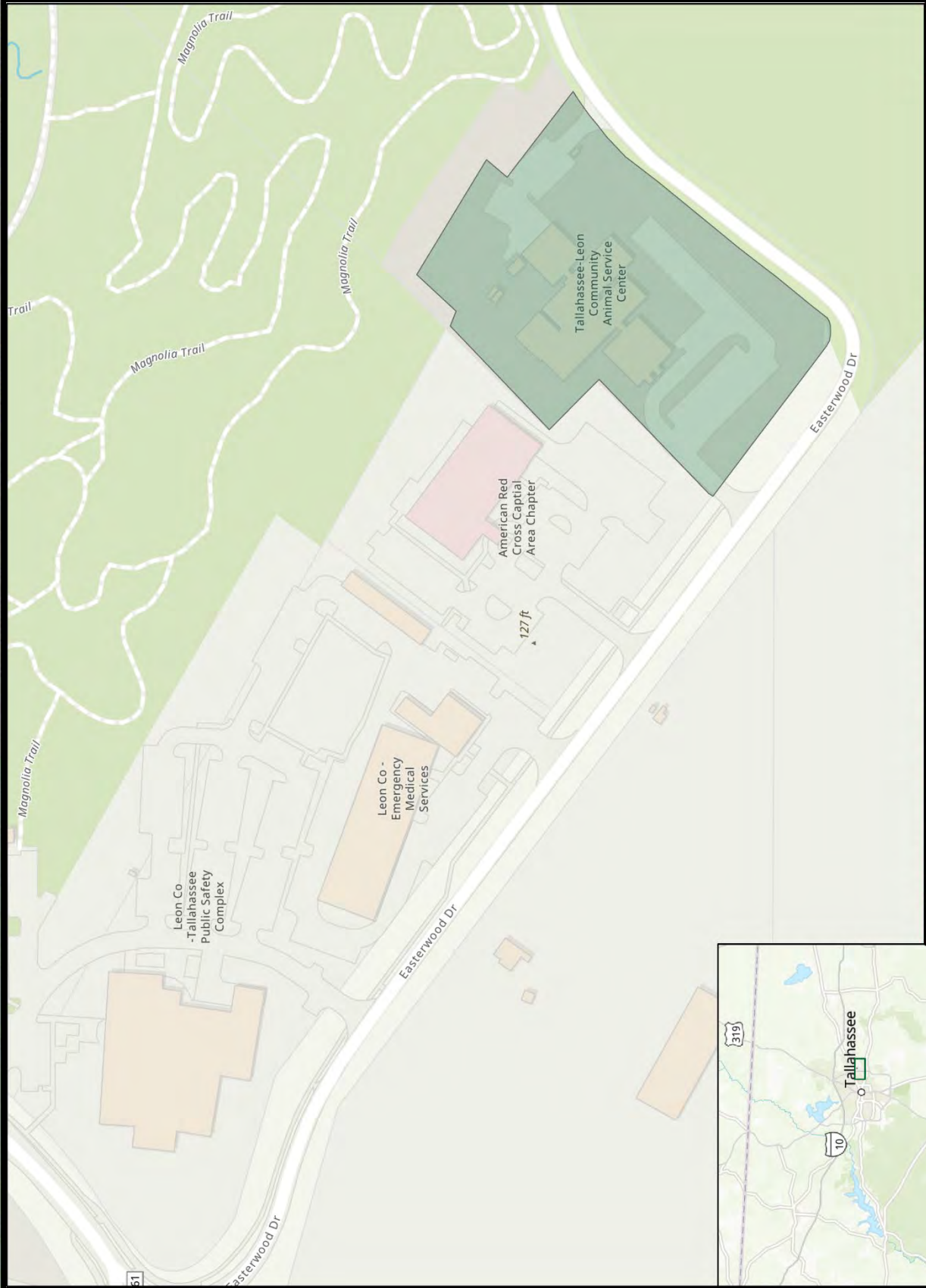
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Tallahassee-Leon Community Animal Service Center





## Build the Bike Route System

### Project Highlights

- This project is funded annually at \$750,000 through 2039, with a total funded amount of \$15 million.
- Projects under this program will be implemented according to the below process:
  - Leveraging opportunities with projects that have bicycle facility improvements identified.
  - Tier 1 Bicycle and Pedestrian Master Plan (BPMP) Projects.
  - Projects identified as part of the Facilities Gap Analysis completed by the Tallahassee-Leon County Planning Department.

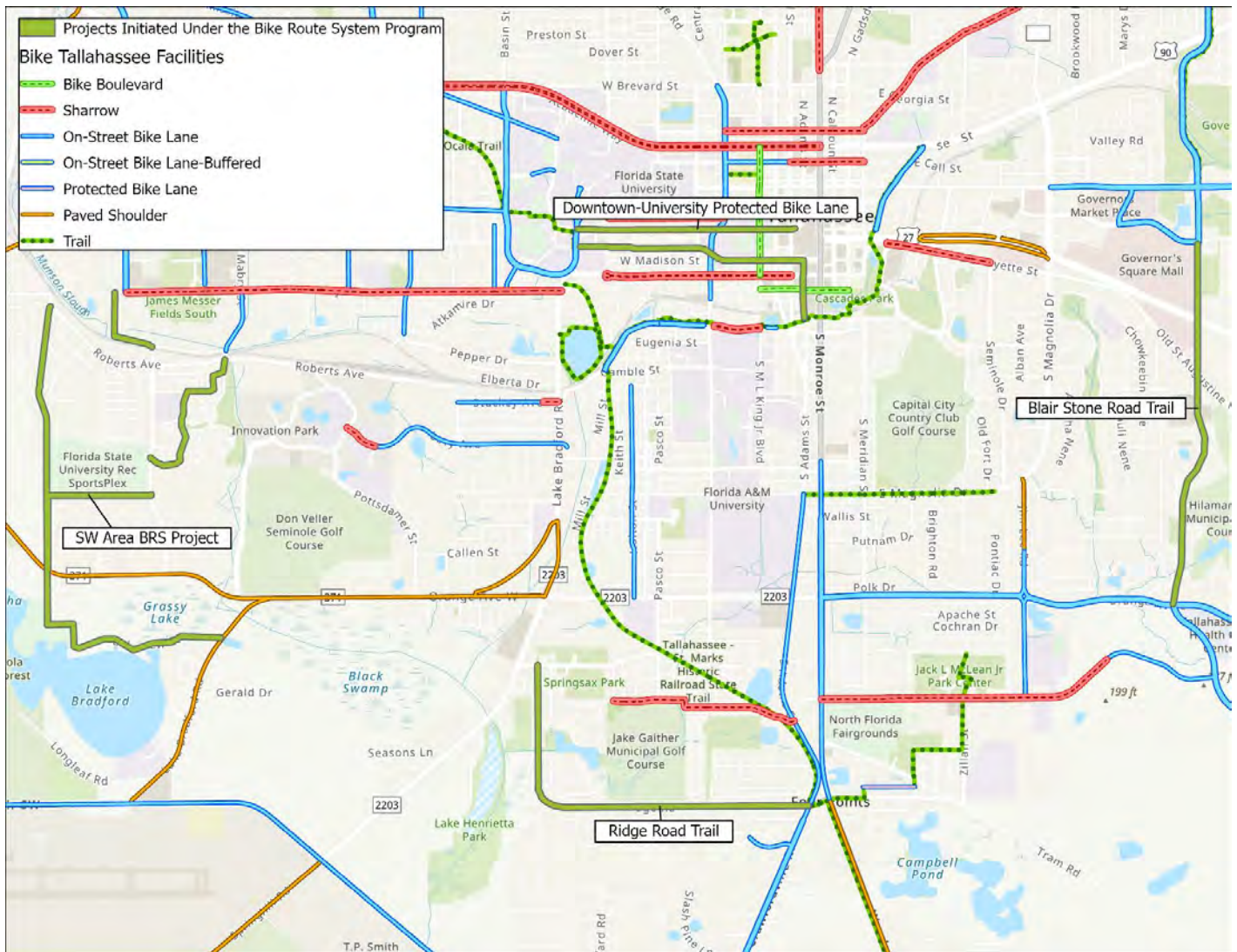
### Current Status

- The Downtown-University Protected Bike Lane (D-U PBL) is at 90% design.
- Three feasibility studies were completed in 2022, as detailed below:
  - Ridge Road (Springsax Rd. to St. Marks Trail)
  - Blair Stone Road (Orange Ave. to Gov. Sq. Blvd.)
  - SW Area Connector (connecting Tallahassee Museum, Debbie Lightsey Nature Park, FSU Rec. SportsPlex, the University Greenway, and local neighborhoods)
- The FY 2024 Bike Route System Work Program was approved by the IA Board at their September 21, 2023 Regular Meeting.

## Next Steps

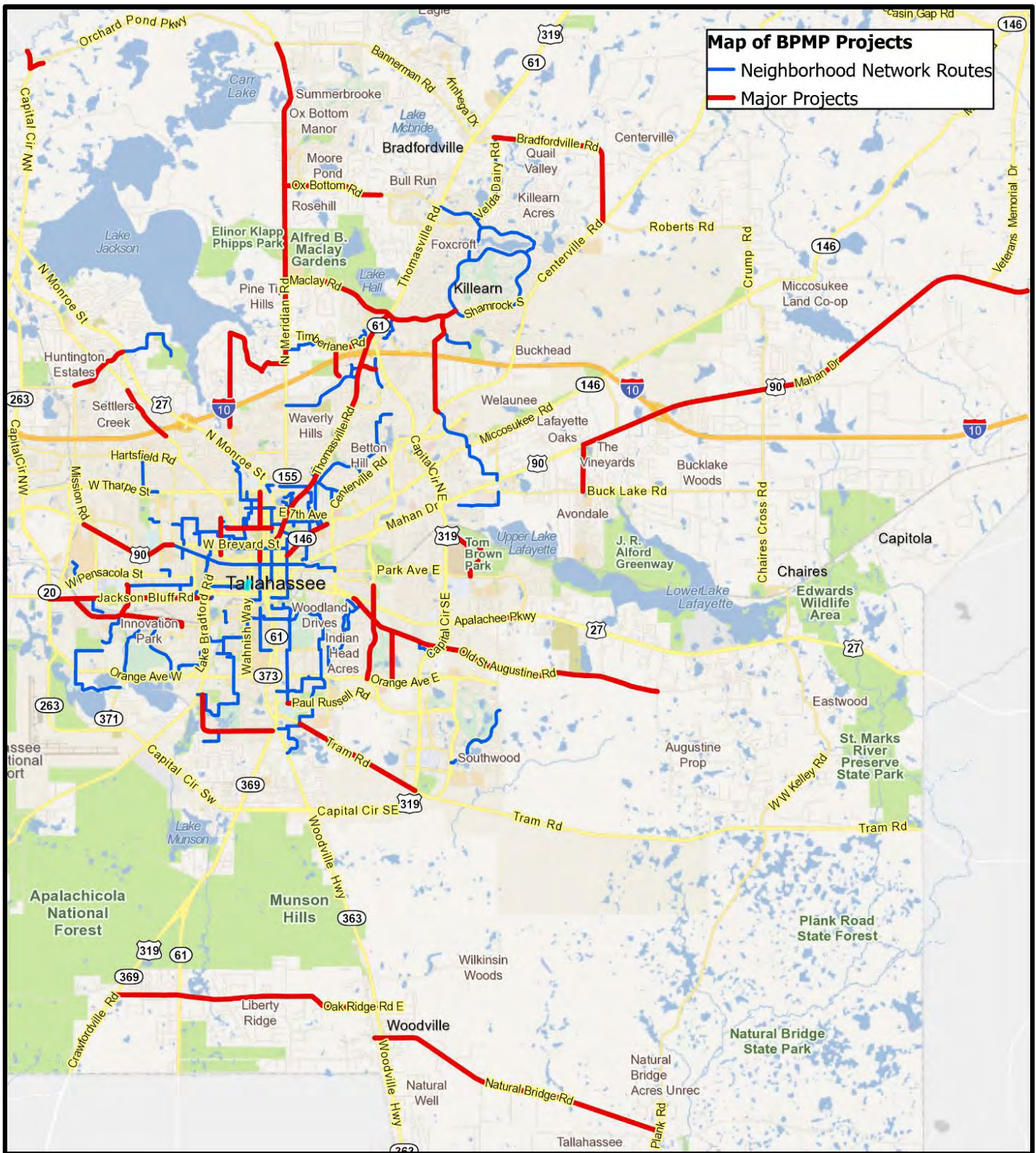
- Construction for the D-U PBL will be procured and coordinated with the City of Tallahassee and Florida State University. A mini street-sweeper is planned for purchase.
- The Debbie Lightsey Nature Park Single-Track Mountain Bike Trail is anticipated to be underway by Q1 2024.

## Map of Approved Bike Route System Projects and Existing Bicycle Facilities



# BLUEPRINT

INTERGOVERNMENTAL AGENCY





## Project Highlights

- The Capital Cascades Trail: Segment 3 project is a continuation of the Capital Cascades Trail (CCT) network, which provides connectivity, water quality, and recreational improvements linking Leon High School in Downtown Tallahassee to Lake Henrietta in Tallahassee's Southside.
- This project creates an amenity-filled linear park alongside the newly constructed FAMU Way, stretching from Adams Street to the confluence with the Central Drainage Ditch east of Lake Bradford Road.

## Current Status

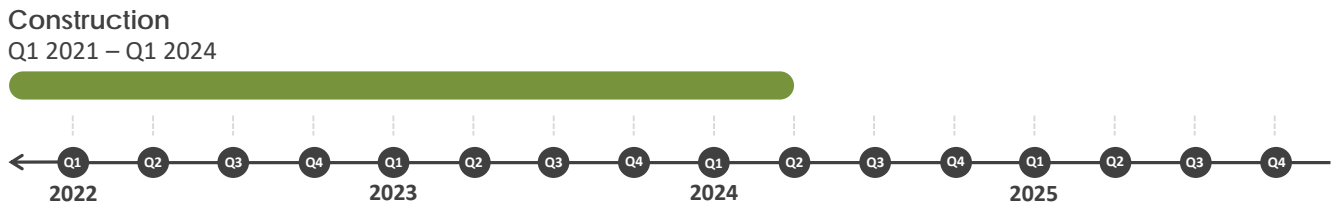
- A number of Capital Cascades Trail Segment 3 amenity projects are under construction, or have been completed, and have individual snapshots. These include:

- Coal Chute Pond (Complete)
- Van Buren Street (Complete)
- History & Culture Trail (Under Construction)
- Skateable Art Park (Complete)
- CCT Restroom (Complete)

## Next Steps

- The project is substantially complete. Final closeout work is anticipated to be completed by the end of Q1 2024 following the completion of the History and Culture Trail.

## Timeline



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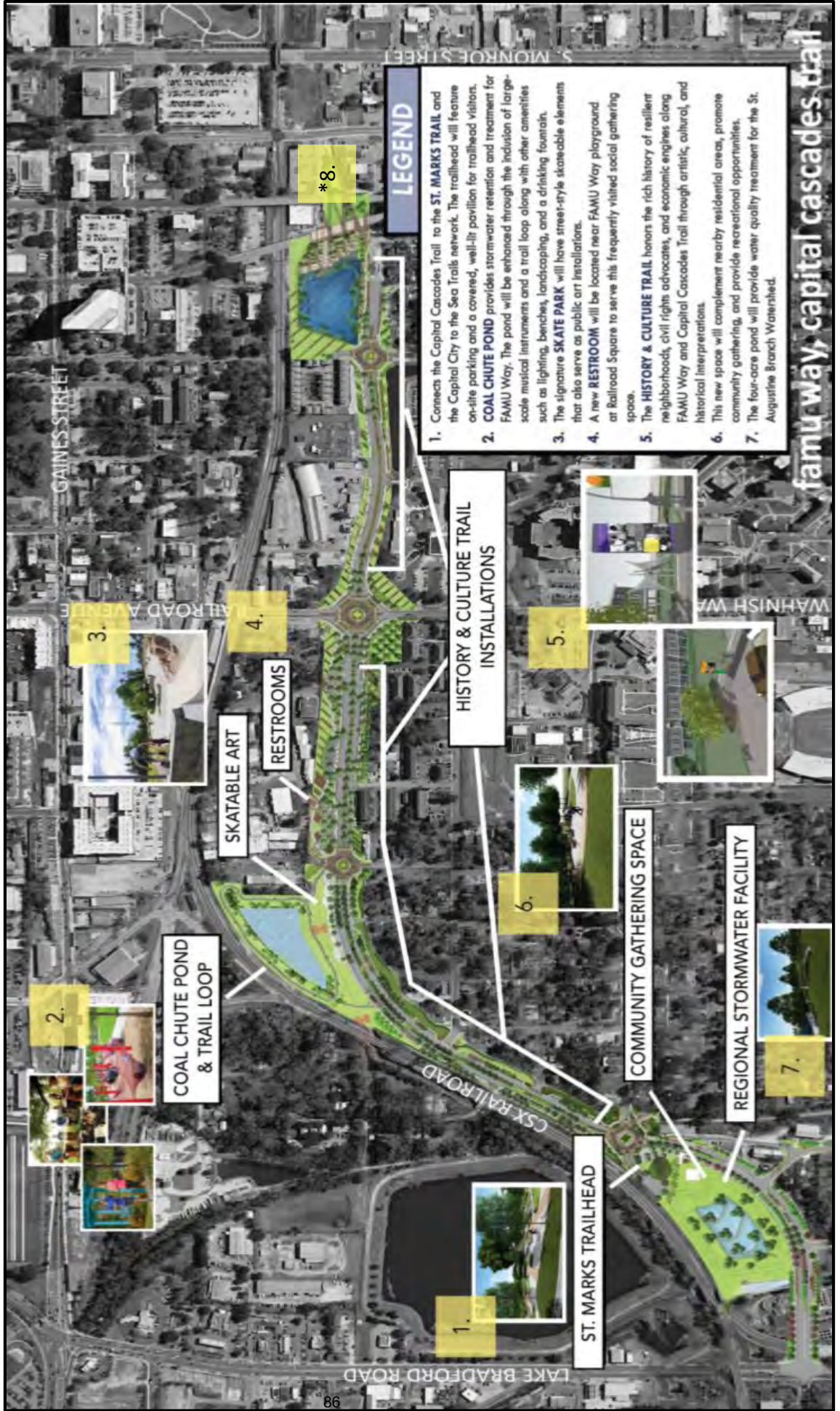
**Construction:** Construction work will fully implement the final design plans for Capital Cascades Trail Segment 3.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



\*8. Van Buren Street improvements

Project Completed



Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities>

Staff Contact: Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



Capital Cascades Trail Restroom

## Project Highlights

- The Capital Cascades Trail Restroom project was completed in September 2022.
- The new restroom facility features two family restroom stalls near the existing playground and Railroad Square, on the north side of FAMU Way.
- Innovative stormwater treatment facilities are part of the project through the implementation of a green roof and cistern system that treat the stormwater at the facility and use the runoff stormwater to irrigate the green roof system.
- This public restroom serves the nearby Blueprint constructed projects including the Skateable Art Park, Coal Chute Pond activities, and the FAMU Way Playground.
- Ownership and maintenance responsibility has been turned over to City of Tallahassee Community Beautification.

## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities/>

### Staff Contact: Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



## Capital Cascades Trail Segment 3 Coal Chute Pond

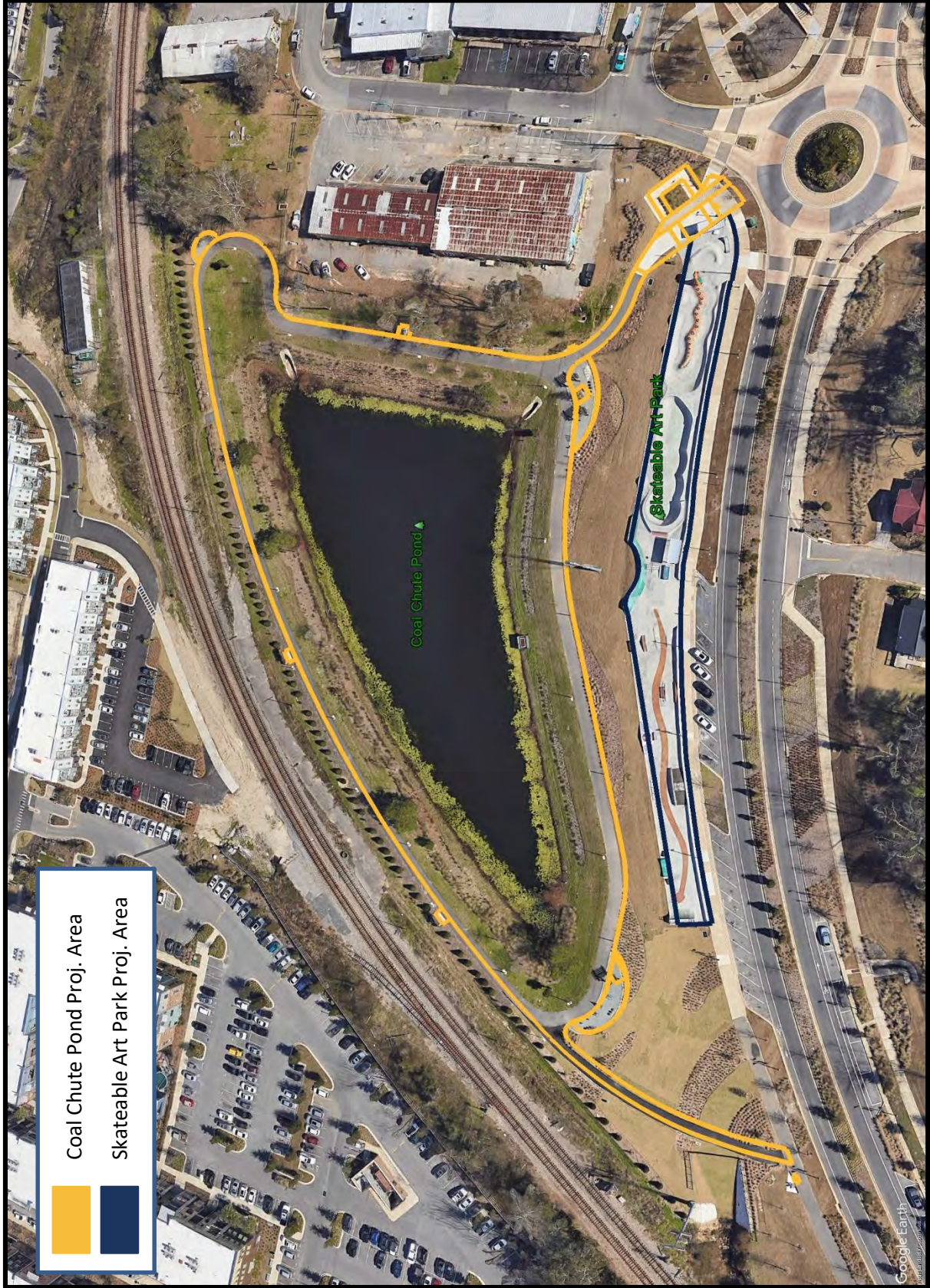
### Project Highlights

- The Coal Chute stormwater facility has been enhanced through the inclusion of trail and park like amenities such as lighting, benches, and landscaping.
- Amenities were refined through a public involvement process conducted in Spring 2019, with FAMU, FSU, surrounding neighborhoods and businesses, and 300 citizens submitting their amenities preferences.
- The design incorporated the KCCI Red Hills Rhythm musical parklet, which now provides musical instruments designed for play.

### Current Status

- The project is complete, and a grand opening was held on June 22, 2022.
- In January 2023, the ditch enclosure at Coal Chute was completed, and a final trail connection and landscaping were installed.
- The hammock garden has been installed.





	Coal Chute Pond Proj. Area
	Skateable Art Park Proj. Area



## CCT Segment 3 History & Culture Trail

### Project Highlights

- The History & Culture Trail (HCT) project will celebrate and highlight the history and culture of the neighborhoods and businesses along FAMU Way through artistic, cultural, and historical interpretative kiosks that will display images, photographs, and historical information.
- Through a partnership with the Council on Culture and Art (COCA), 12 artistic installations are planned to complement the interpretive kiosks.
- The project incorporated a citizen working group, who assisted in the concept and content development for historical and cultural interpretations.

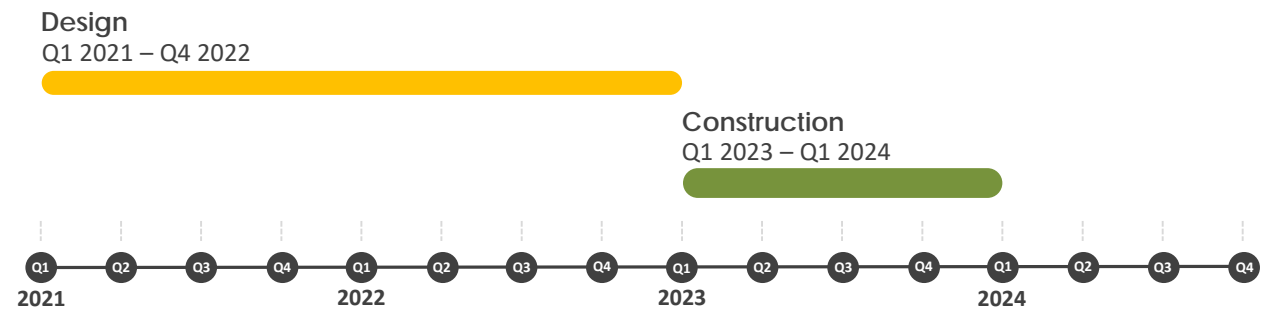
### Current Status

- Final design is complete and construction of the public art components and hardscape elements are underway.
- A trio of wood sculptures were installed at the newly constructed Community Gathering Space at 3DB Pond in September 2023. The sculptures, titled Metamorphosis, Your Move, and Community, were carved from preserved live oak wood. Each piece interprets the shared history and captures the spirit of the Boynton Still Quarters' former residents.
- The second sculpture, "The Jazz Man" by Bradley Cooley, Jr., was installed at the market area on FAMU Way in August 2023 to pay homage to Tallahassee's jazz heritage and musical influence. Local musician Scotty Barnhart served as the model for the sculpture's body and hands.

## Next Steps

- Installation of interpretive history panels and public art sculptures will be ongoing beginning in Q1 2023 and concluding in Q1 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of design plans and construction documents for the trail amenities as well as the design of the Community Gathering Space at the 3DB Regional Stormwater Facility. Stakeholder and community engagement will be taken into account for final design.

**Construction:** Construction work will fully implement the final design plans for the project.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

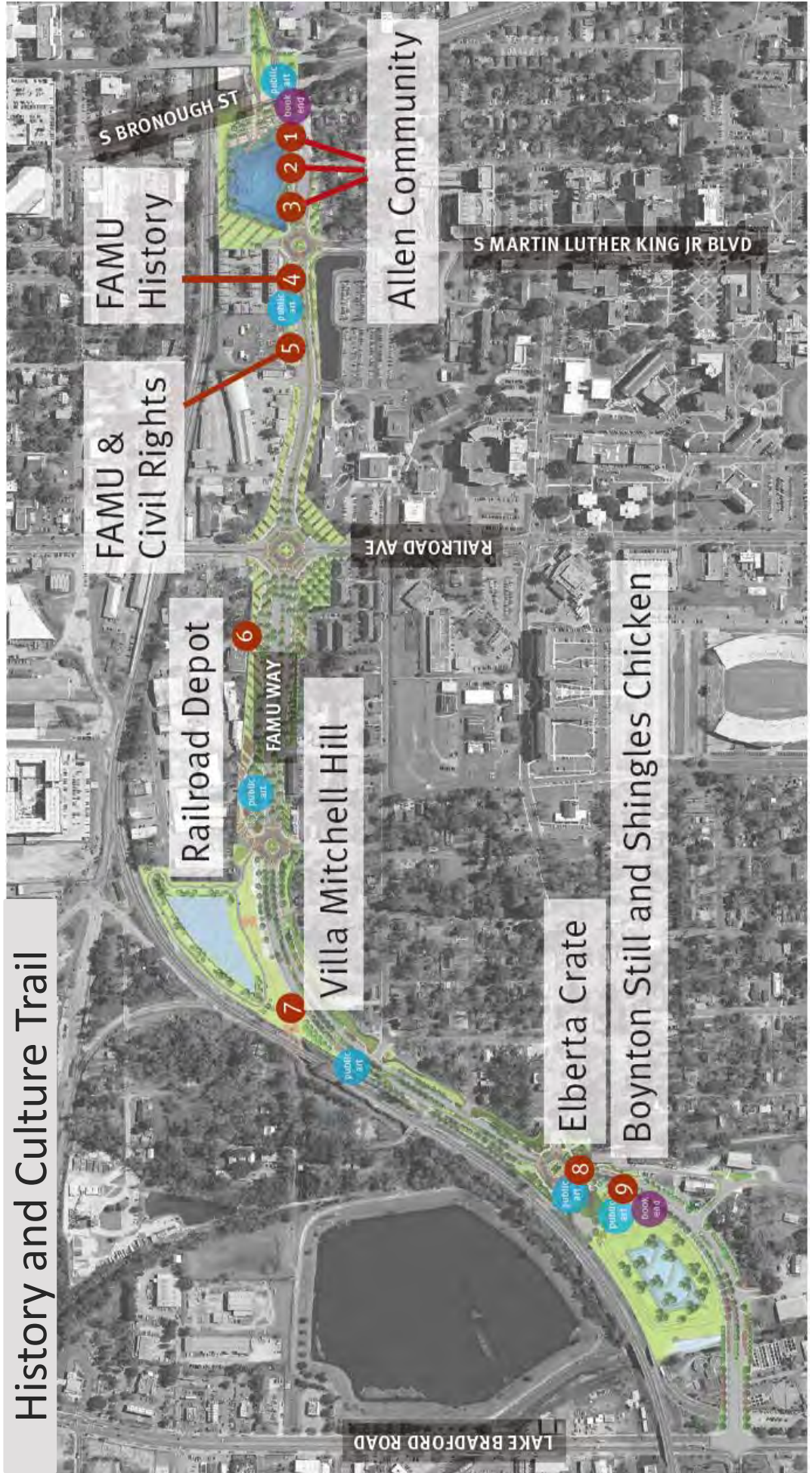
**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY

## History and Culture Trail



## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities/>

### Staff Contact: Sue Tanski

(850) 219-1071

[Susan.Tanski@BlueprintIA.org](mailto:Susan.Tanski@BlueprintIA.org)



## Capital Cascades Trail Segment 3 Skateable Art

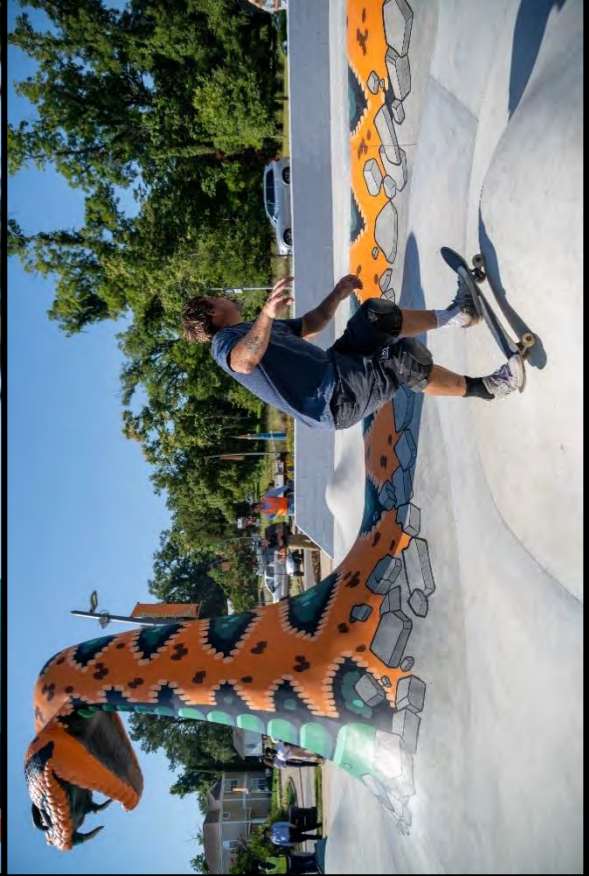
### Project Highlights

- The project is complete, and a grand opening was held on June 22, 2022.
- The FAMU Way Skateable Art Park is a world-class skate park and is Tallahassee/Leon County's second public skate park.
- The central feature in the park is a roughly 225-foot-long snake run, which is the longest snake run in Florida. The park includes two shade structures. Other features are a competition style bowl, a U-shaped ramp, and elements that mimic real "street skating." These include curved banks and ledges featuring various textured stamping, an A-frame with a ledge, pyramid hips with ledges, rails, and a manual pad, and a snake gap with hubbas. The final element is a stenciled quarter pipe.
- Local artist Peter Koenig painted the central 'Rattler' art piece.
- The project was designed and built by Skate Park Specialists, Team Pain.
- Visitors can take a 360° [Virtual Skateable Art Park Tour](#) and watch videos of the grand opening [here](#).

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



## Project Completed



### Project Website:

<https://blueprintia.org/projects/cct-segment-3-amenities>

**Staff Contact:** Junious Brown  
(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



Capital Cascades Trail Segment 3  
Van Buren Street

## Project Highlights

- This project enhances the Anita Favors Plaza, and provides parking to support both the Plaza and Capital Cascades Trail activities.
- The project provides new pedestrian accessibility, greenspace parking, and decorative lights matching the completed portions of the Capital Cascades Trail.
- The project included undergrounding the overhead electric utilities, significantly improving the corridor aesthetics.

## Current Status

- Project is complete.

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



Capital Cascades Trail – Segment 3  
Van Buren Street Project Area





## Capital Cascades Trail Segment 4

### Project Highlights

- Capital Cascades Trail Segment 4 provides connectivity, water quality, stormwater, and recreational improvements and completes the 4.25-mile Capital Cascades Trail project linking Leon High School in Downtown Tallahassee to Lake Henrietta.
- Segment 4 will complete the stormwater and amenity improvements for the portion of the Capital Cascades Trail from the convergence of the Central Drainage Ditch and the St. Augustine Branch near Lake Bradford Road to Munson Slough at Springhill Road.

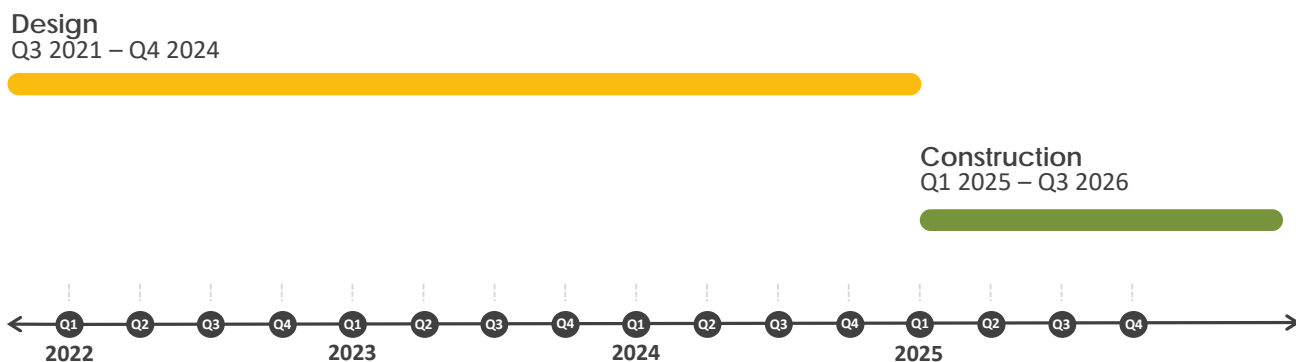
### Current Status

- Final design and permitting began in November 2023.
- The concept plan detailing proposed trail connections, public space amenities, and stormwater improvements, as presented to the IA Board at the September 21, 2023 meeting, is available on the project website.
- The concept plan was presented at the Capital Cascades Trail Segment 4 Open House at Pineview Elementary on February 2, 2023, and attended by approximately 200 people.
- Blueprint has constructed two new sidewalks connecting the Greater Bond neighborhood to the St Marks Trail and Capital Cascades Trail Segment 4.
- Development of a paper, "Innovative Stormwater Technologies: A White Paper on Stormwater Management System Design Practice in Florida" has been completed and has been posted on the project website.

## Next Steps

- Design will continue through 2024 with an anticipate completion date of Q4 2024.
- Continue community engagement with project stakeholders.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for Capital Cascades Trail Segment 4 and associated facilities (stormwater, multimodal facilities, etc.).

**Construction:** Construction work will fully implement the final design plans for the Capital Cascades Trail Segment 4.

**Q1:** January – March

**Q2:** April – June

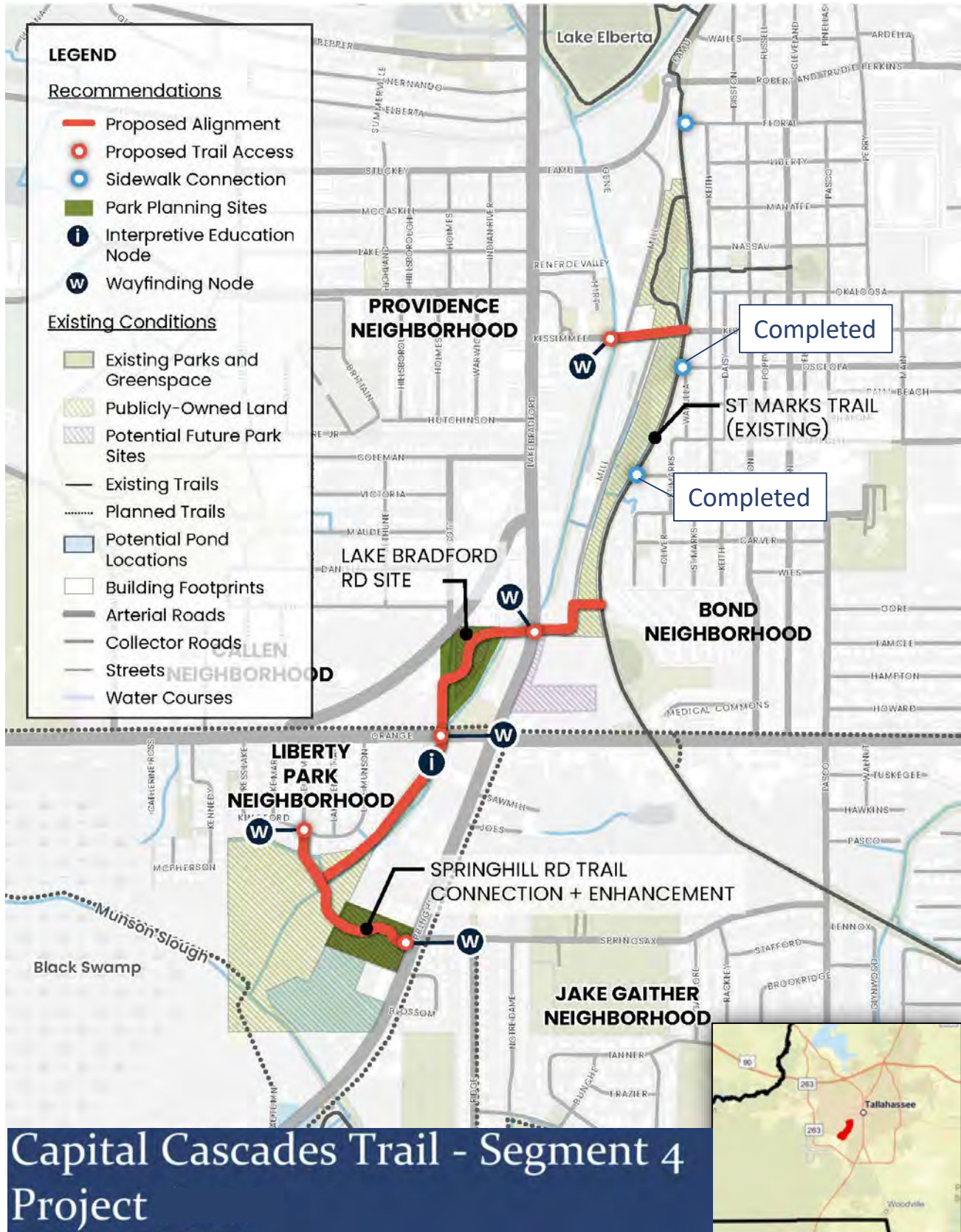
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



## INTERGOVERNMENTAL AGENCY



# Capital Cascades Trail - Segment 4 Project





## Capital Circle Southwest

### Project Highlights

- This approximately 5.8 mile project segment, from Orange Avenue to Crawfordville Road, is the last phase of 16.5 miles of improvements to the Capital Circle corridor.
- Consistent with other phases, this project will widen the road from two to six lanes, include bike lanes, a 10-foot wide multi-use trail as part of the Capital Circle Southwest Greenway, and a 5-foot sidewalk.
- Project implementation is being managed by the Florida Department of Transportation (FDOT).
- Blueprint invested \$4,554,895 in PD&E and \$2,800,000 for enhanced lighting as part of this project.

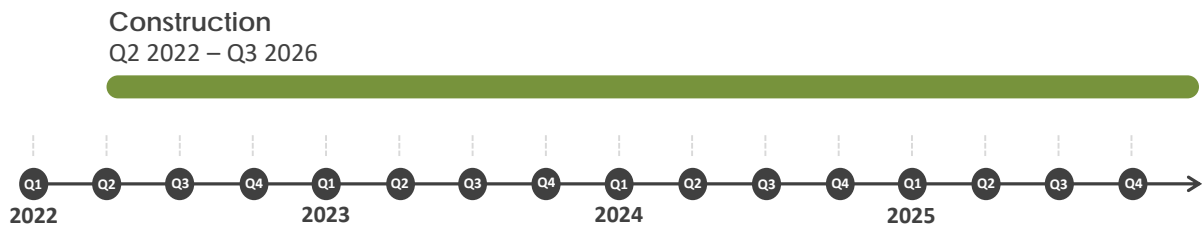
### Current Status

- Springhill Road to Orange Ave
  - FDOT construction allocations total approximately \$78 million. Construction began in October 2022.
- Crawfordville Road to Springhill Road
  - Right-of-Way acquisition is underway. FDOT has allocated roughly \$18.4 million to this phase for FY 2023 – FY 2025.
  - The Moving Florida Forward Initiative was approved by the Florida Legislature in June 2023. If prioritized by the Initiative, the Crawfordville Road to Springhill Road segment will advance to construction by Summer FY 2026.
- **Total FDOT & Blueprint Investment: \$187.4 million**

## Next Steps

- Construction on the segment from Orange Ave. to Springhill Rd. is estimated to finish in Q3 2026.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Construction:** Construction work will fully implement the final design plans for the Capital Circle Southwest project.

**Q1:** January – March

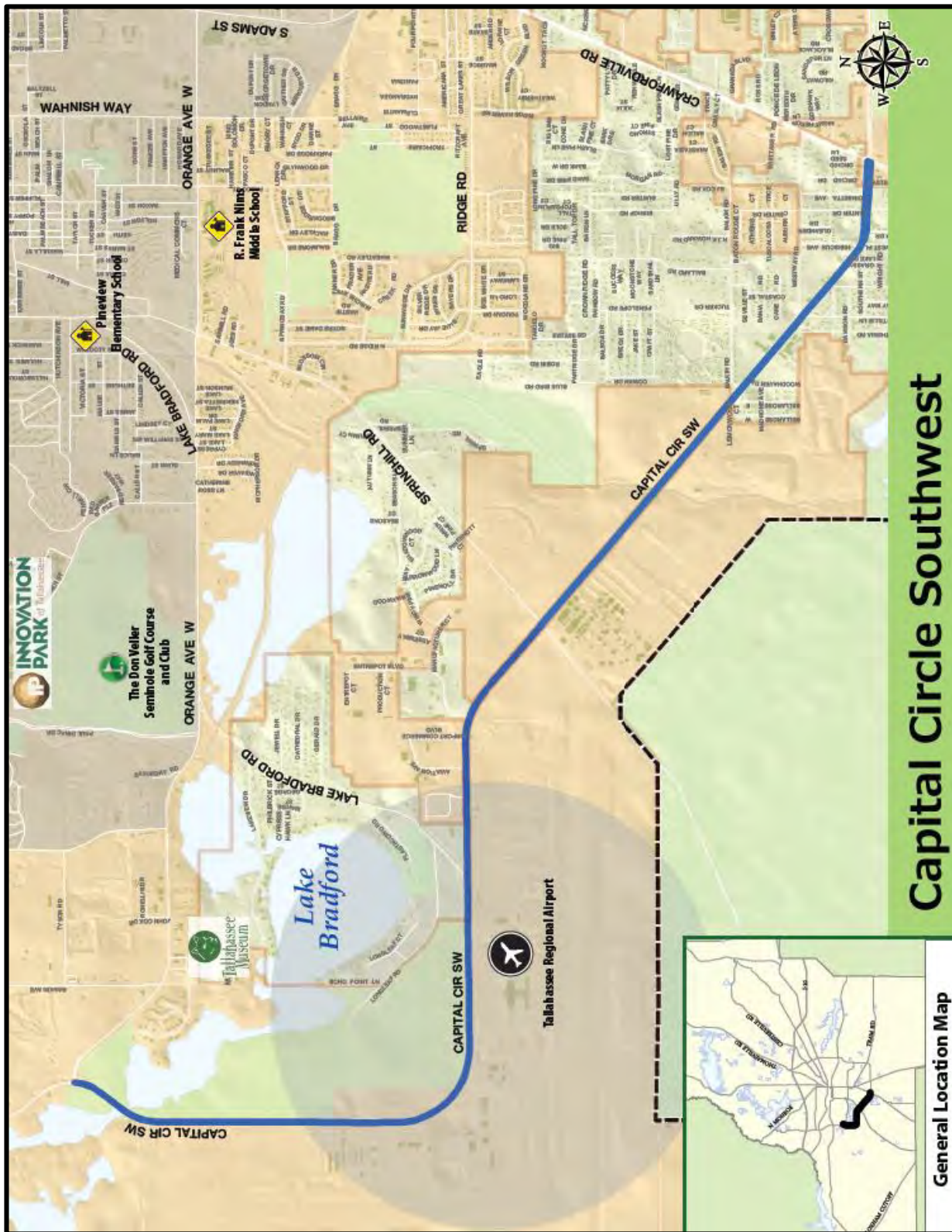
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Capital Circle Southwest

General Location Map

## Project Completed



Project Website: [www.BlueprintIA.org](http://www.BlueprintIA.org)

Staff Contact: Eric Mason

(850) 219-1085

[Eric.Mason@Blueprintia.org](mailto:Eric.Mason@Blueprintia.org)



Cascades Park Amphitheater

### Project Highlights

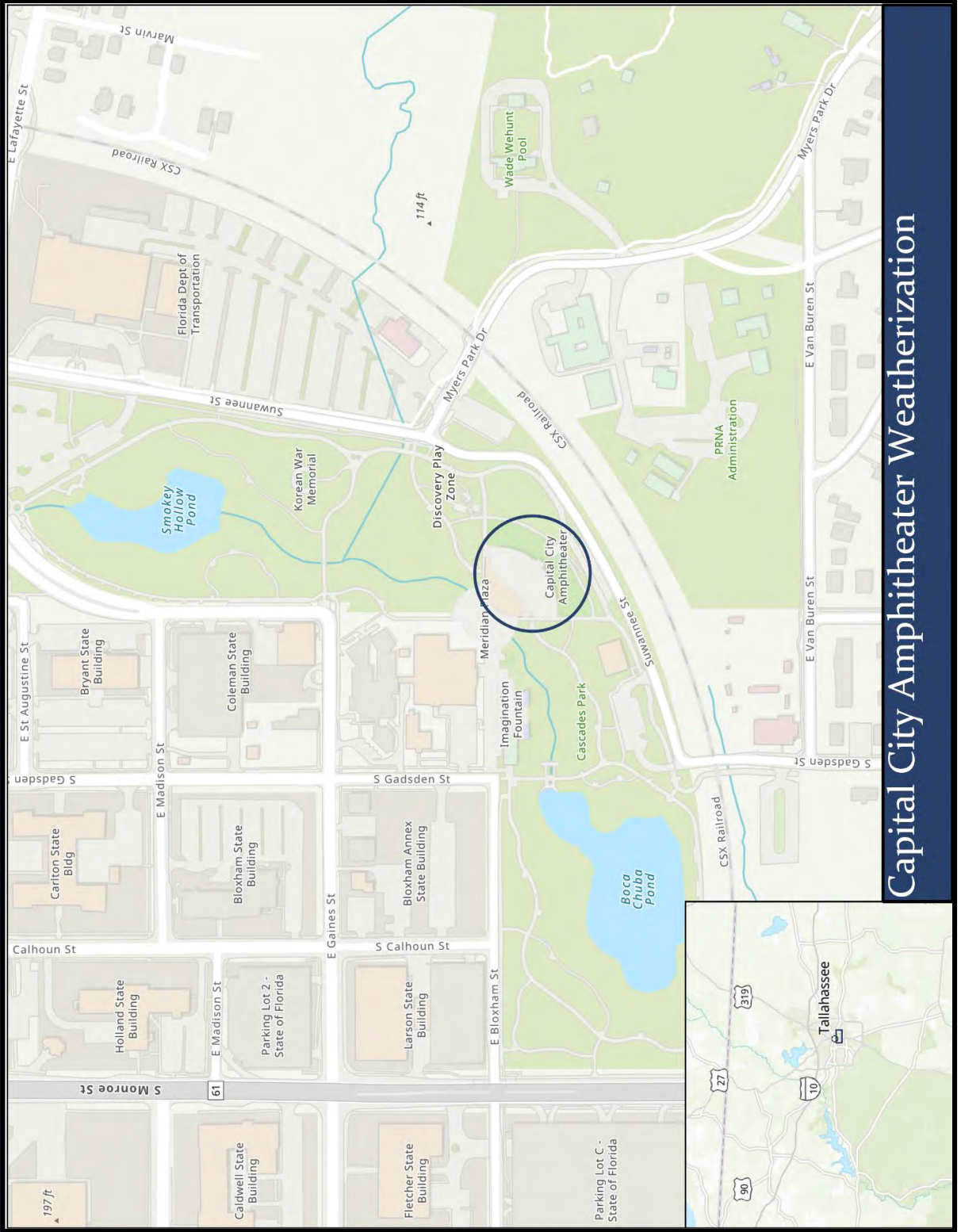
- This project included two phases. The first was to make weatherization improvements on the Amphitheater stage, the second was to procure a new speaker system that would reduce the impact of sound from the amphitheater on the nearby neighborhoods.

### Current Status

- This project is complete.
- The Amphitheater Weatherization project was completed in late 2020.
- The new speakers were received on June 7, 2022, and the old speakers were removed from the amphitheater on July 8, 2022.

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Capital City Amphitheater Weatherization





## College Avenue Placemaking

### Project Highlights

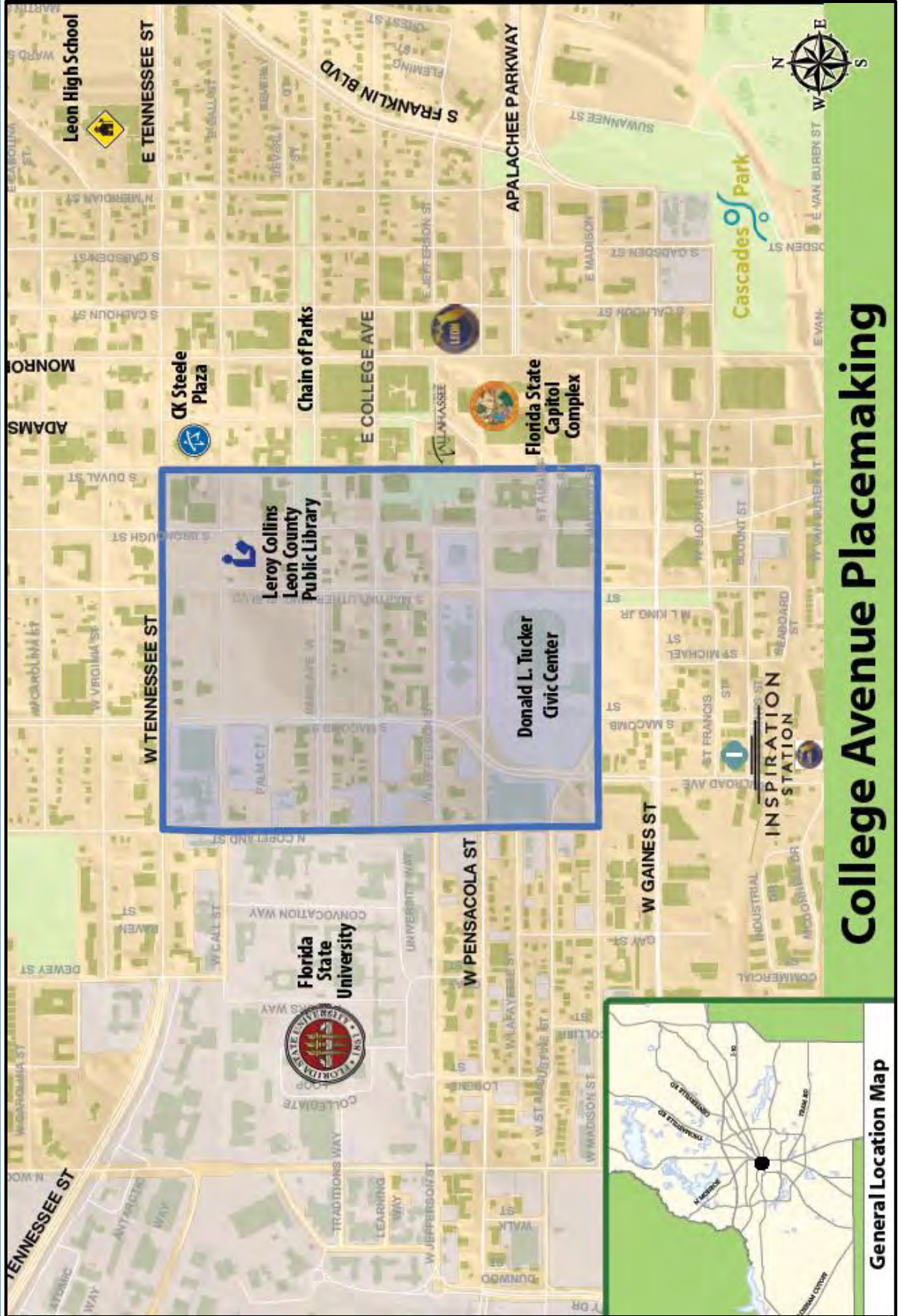
- This project implements the College Avenue Placemaking Action Plan and provides funding for construction, stormwater improvements, streetscaping, and gateway enhancements.
- Specific improvements to be provided by this project will be determined at the time of project initiation.

### Current Status

- As directed by the IA Board, Blueprint provided an update on the College Avenue Placemaking Project at the September 27, 2021 IA Board Meeting [[linked here](#)].

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



**Project Website:**

[blueprintia.org/projects/debbie-lightsey-nature-park/](https://blueprintia.org/projects/debbie-lightsey-nature-park/)

**Staff Contact:** Junious Brown

(850) 219-1063

[Junious.Brown@Blueprintia.org](mailto:Junious.Brown@Blueprintia.org)



## Debbie Lightsey Nature Park & Capital Circle SW Greenway

### Project Highlights

- The project provides:
  - Approximately 6.6 miles of greenway trails in the Capital Circle Southwest (CCSW) corridor.
  - A 113-acre nature park that includes approximately 1.6 miles of multiuse paths, boardwalks over wetlands, and a 2.2 mile single-track mountain-bike trail, which has been completed.
  - Creation of the Golden Aster Trail, which has been completed, and the Munson Slough Connector from Lake Henrietta to CCSW.
- The CCSW Greenway's trails and shared use paths connect neighborhoods in south and southwest Tallahassee to several parks, greenways, and the Apalachicola National Forest.

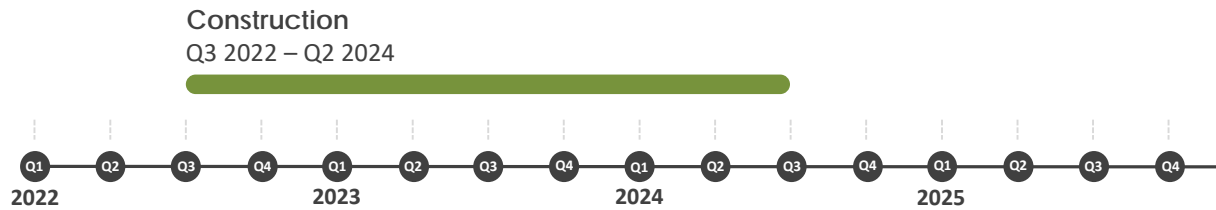
### Current Status

- The Grand Opening of Debbie Lightsey Nature Park and the Golden Aster Trail was held on October 18, 2023.
- A single-track bike trail, which is the final phase of the project, is expected to begin construction in Q1 2024.
- FDOT began constructing the portion of the Greenway along Capital Circle Southwest from Orange Avenue to Springhill Road in Q3 2022.
- Coordination remains ongoing for the Lake Munson Connector.
- Ownership of completed project components has been transferred to the City of Tallahassee Parks, Recreation, & Neighborhood Affairs.

## Next Steps

- The design and build process for the Debbie Lightsey Nature Park Single-Track Mountain Bike Trail is anticipated to be underway by Q1 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Construction:** Construction includes full implementation of final design plans for all elements of the Debbie Lightsey Nature Park and Capital Circle SW Greenways.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY

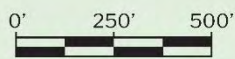


## LEGEND

- 1** Main Park Entrance
- 2** Nature Play Area
- 3** Pedestrian Entrance
- 4** Picnic Pavilion
- 5** Wetland Overlook
- T** Trailhead
- K** Welcome Kiosk
- W** Water Fountain
- P** Parking
- Accessible Parking

## TRAILS

- Trail Loop  
1.1 Miles
- Pedestrian Entry Path
- Boardwalk
- Sidewalk





## Project Highlights

- This project will provide funding to construct improvements to the Fairgrounds property, under the ownership of Leon County.
- On December 9, 2021, the IA Board accepted the updated Fairgrounds Market Feasibility Report which recommended the continued operations of the Fairgrounds at its current location and that targeted improvements for the site be identified through a master plan process.
- Some key findings from the report are:
  - The Fairgrounds contributes \$79.2 million annually to the local economy
  - Relocating the Fairgrounds is estimated to cost \$25-30 million
  - Over 200,000 people visit the Fairgrounds annually for various events

## Current Status

- Phase 1 of the Master Plan process was completed in November 2022.
- A Status Update on the Fairgrounds Beautification and Improvements project was included as part of the May 11, 2023 Budget Workshop.
- On September 26, 2023, the IA Board approved \$30 million in funding for the Beautification and Improvements to the Fairgrounds project in the FY 2024-2028 Capital Improvement Plan. The project is programmed to be fully funded by 2026.

## Next Steps

- The Master Plan is anticipated to be completed in Summer 2024.
- Design of improvements will be authorized by the IA Board, and are anticipated to begin in 2025.

## Timeline

### Master Plan

Q2 2022 – Q1 2024



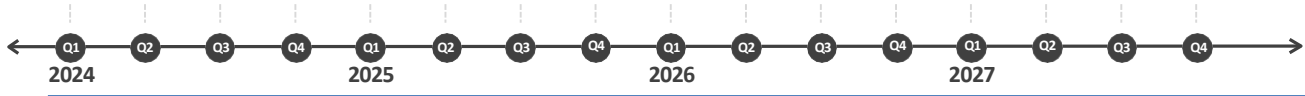
### Design

Q3 2025 – Q4 2026



### Construction

Q1 2027 – Q4 2028



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Master Plan:** A master plan phase involves the creation of a long term planning document that provides a conceptual layout and implementation strategy to guide future growth and development of the 107-acre Fairgrounds property.

**Q1:** January – March

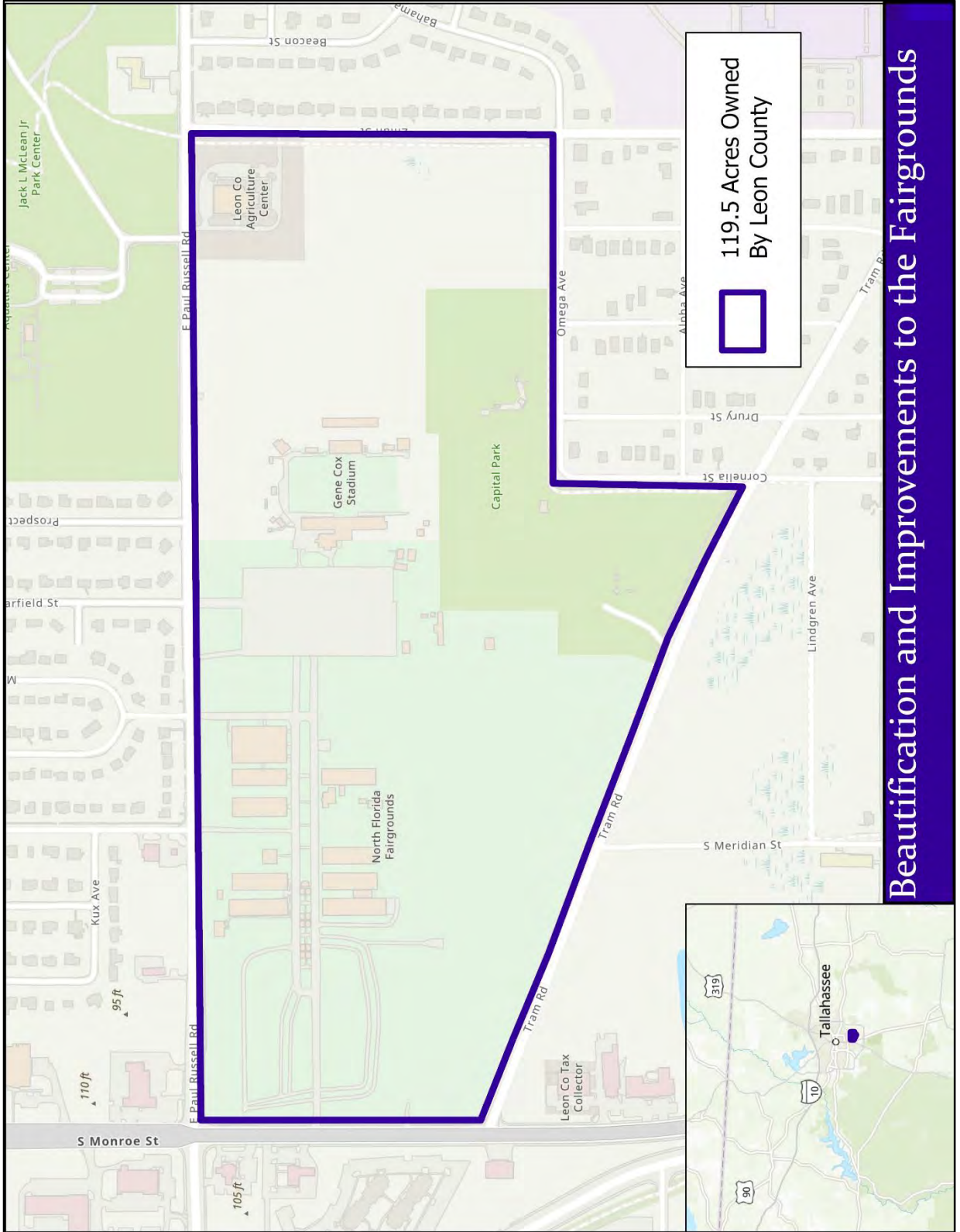
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Beautification and Improvements to the Fairgrounds





Florida A&M Entry Points

## Project Highlights

- This project will provide funding to develop entry points to Florida A&M University at Osceola Street/Adams Street and Perry Street/Gamble Street.
- Intersection enhancements, turn signals, and intersection access improvements are potential improvements for this project.

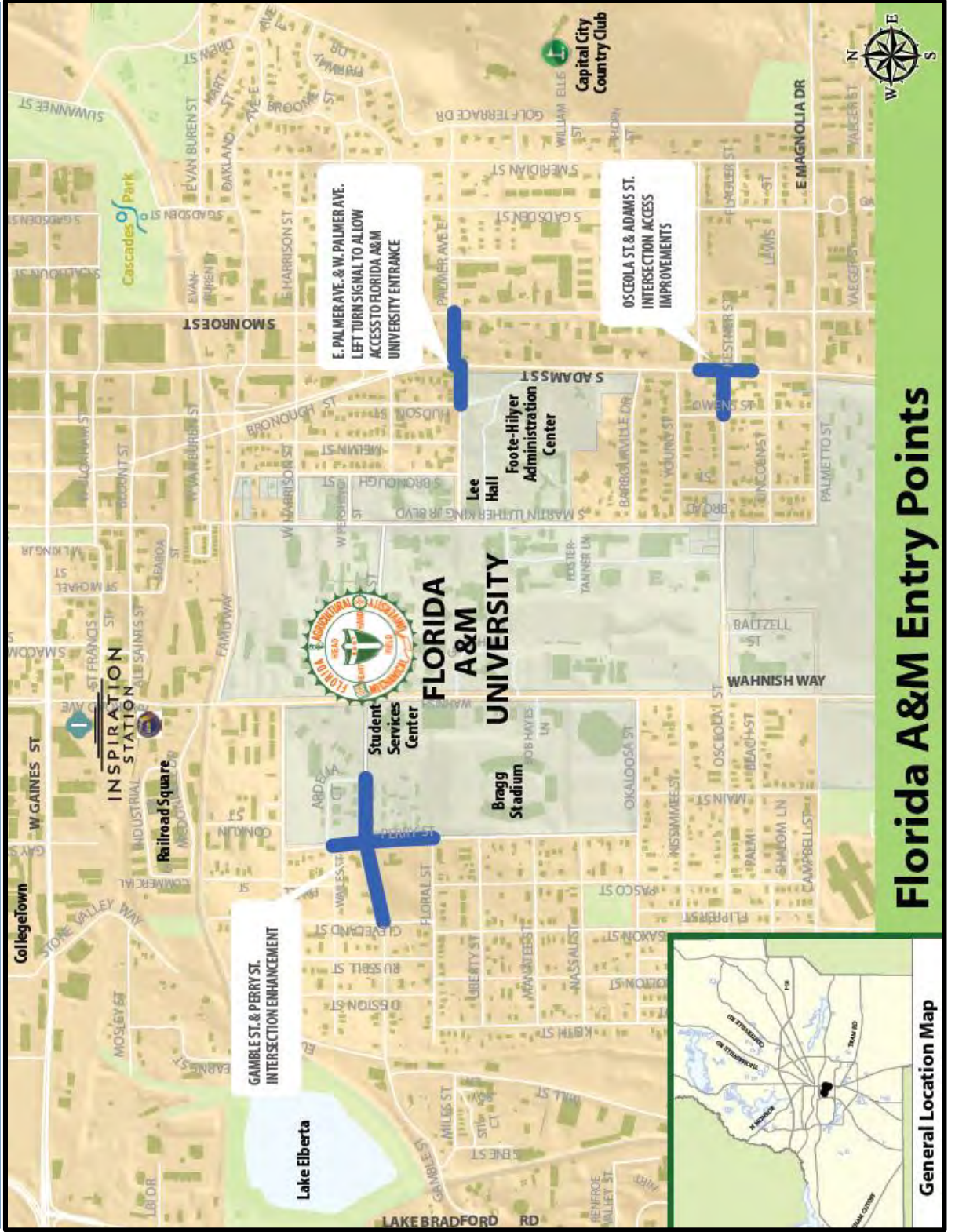
## Current Status

- This project has not yet been initiated.



# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Florida A&M Entry Points



General Location Map

**Project Website:**

[blueprintia.org/projects/greenways-master-plan-implementation/](https://blueprintia.org/projects/greenways-master-plan-implementation/)

**Staff Contact:** Mike Alfano

(850) 219-1075

[Michael.Alfano@Blueprintia.org](mailto:Michael.Alfano@Blueprintia.org)



Implementation of the  
Greenways Master Plan

## Project Highlights

- There are 32 Projects in the Greenways Master Plan (GWMP) totaling 150+ miles.
- This project is funded annually at \$790,000 through 2039, for a total of \$15.8 million.
- Blueprint will also be implementing Greenways Master Plan projects as part of the larger roadway projects such as NE Connector and NE Gateway.
- By the end of 2025, over 70 miles of GWMP projects are anticipated to be initiated by Blueprint, the City, the County, the CRTPA, or private developers.
- The IA Board Prioritized list of Greenways Projects can be found here.

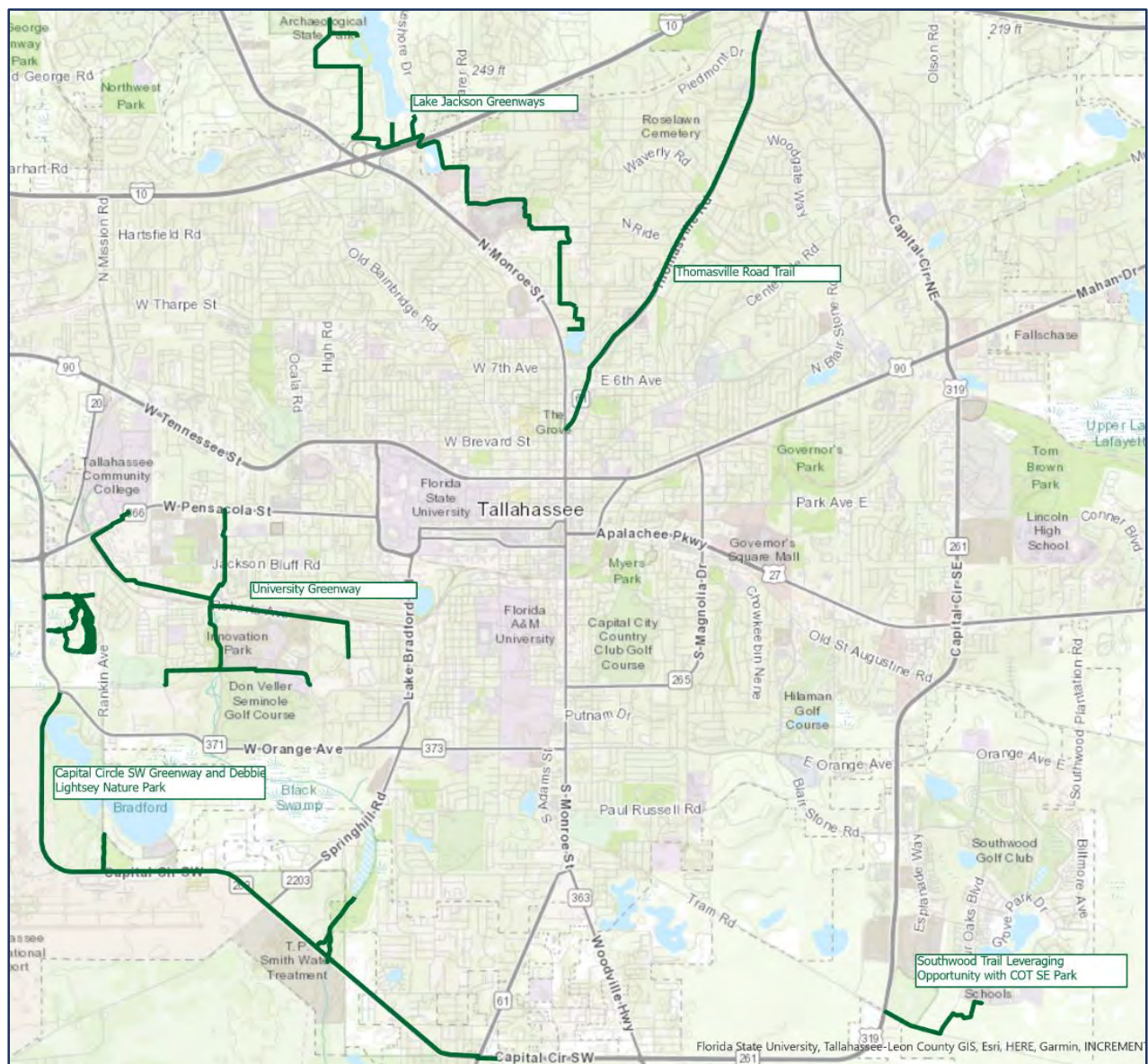
## Current Status

- The five highest ranked GWMP projects are currently underway:
  - University Greenway – A portion of this project is moving forward with the Airport Gateway; a feasibility study for the remainder began in July 2023.
  - Thomasville Road Trail (CRTPA) – A feasibility study was approved for design at the January 31, 2022 CRTPA Board Meeting.
  - Capital Circle SW Greenway and Debbie Lightsey Nature Park – Construction of the park and greenway are complete and a grand opening celebration occurred on October 18, 2023.
  - Lake Jackson & Lake Jackson South Greenways (combined for implementation) – A portion of this project is under construction.
  - Southwood Greenway (COT Managed) – The segment through Four Oaks Park is completed. The segment along Tram Road is in design.
- The FY 2024 Greenways Master Plan Work Program was approved by the IA Board at their September 21, 2023 Regular Meeting.

## Next Steps

- Implementation of the Greenways Master Plan projects will continue as directed by the IA Board.

## Map of Greenways Master Plan Projects Prioritized by the IA Board for Implementation








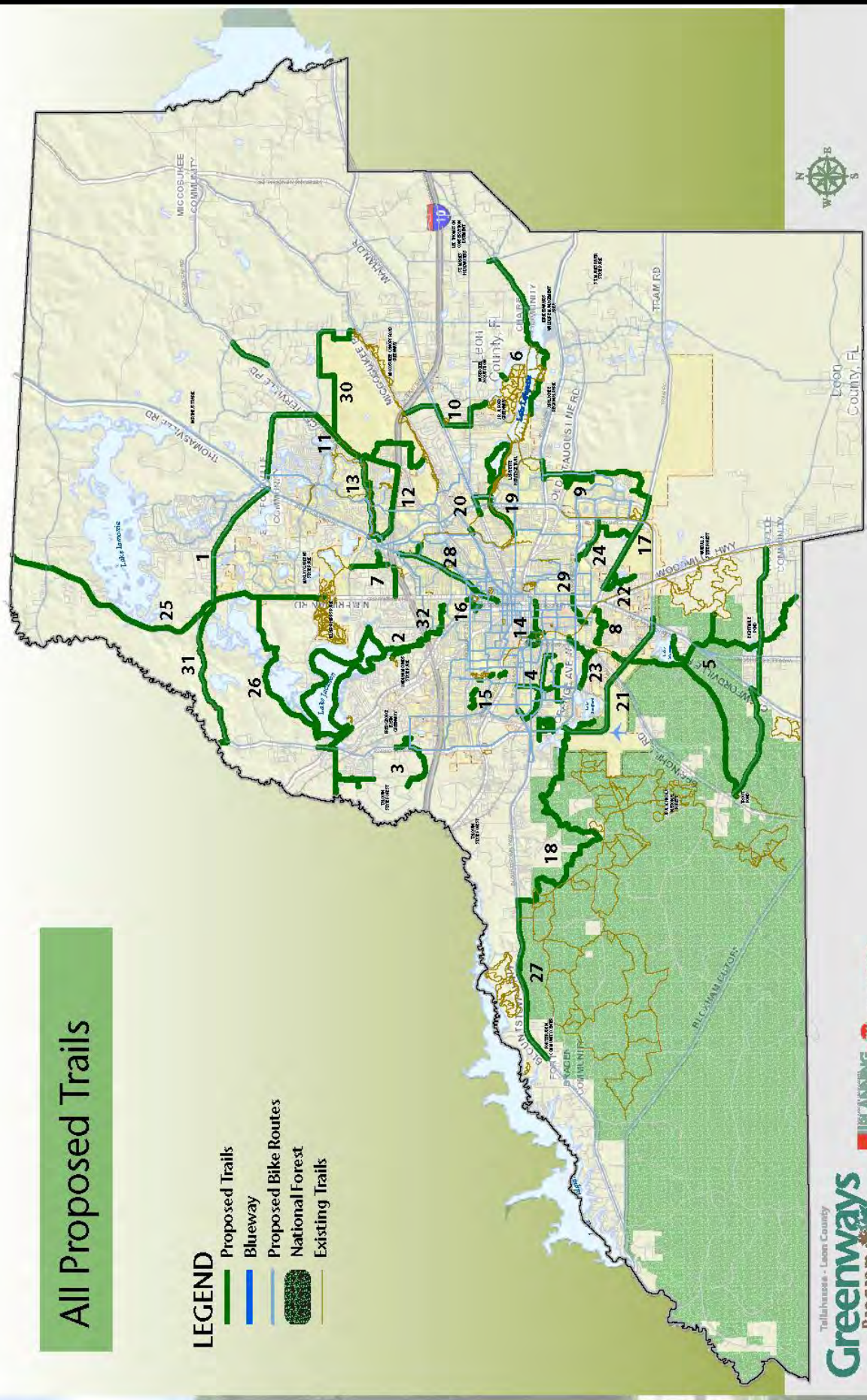
# BLUEPRINT

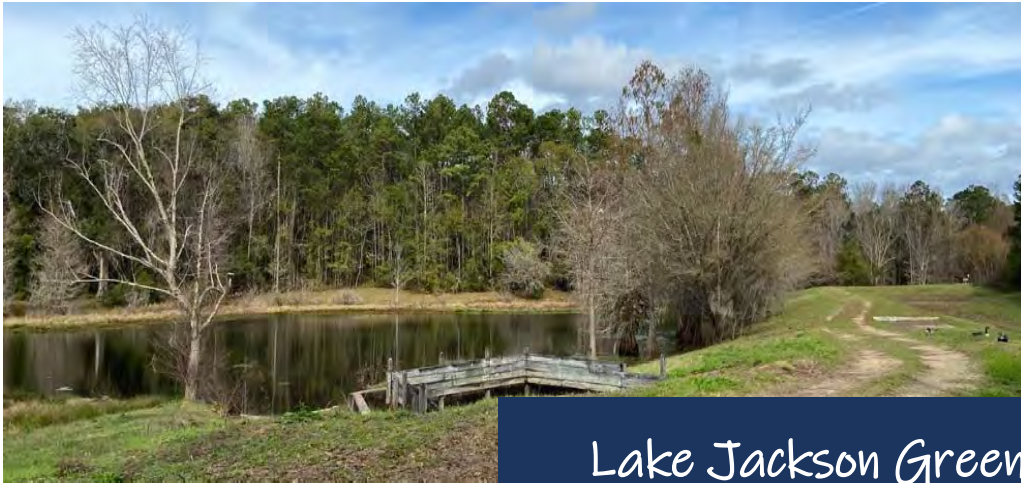
INTERGOVERNMENTAL AGENCY



## All Proposed Trails

- LEGEND**
-  Proposed Trails
  -  Blueway
  -  Proposed Bike Routes
  -  National Forest
  -  Existing Trails





Lake Jackson Greenway

## Project Highlights

- Creates a 5.1-mile connection from Lake Ella to Lake Jackson Mounds Archaeological State Park by providing improvements and improving safety for bicyclists, pedestrians, and other multimodal users, thereby connecting neighborhoods to several existing parks.
- Improvements include:
  - New sidewalks on Pinewood Drive, Glenview Drive and within the recreational trail easement adjacent to the Canterfield Assisted Living Facility
  - Sharrows on multiple streets between Doris Drive and Lake Ella Drive
  - Intersection safety treatments (lighting, crosswalks, rectangular rapid flashing beacons – RRFBs)
  - Wayfinding signage

## Current Status

- Blueprint is procuring construction services for two new six-foot sidewalks connecting Tharpe Street and Glenview Drive.
- The Pinewood Drive sidewalk was completed in fall 2023.
- Permitting is complete for Phase 1 of the project, which will connect from Lake Ella to the Trousdale Aquatics Center.

## Next Steps

- Construction of the two new six-foot sidewalks connecting Tharpe Street and Glenview Drive near the Centerfield Assisted Living Facility will begin in Q1 2024.
- Blueprint will continue to coordinate with outside agencies in order to accomplish project connections in Phase 2.

## Timeline

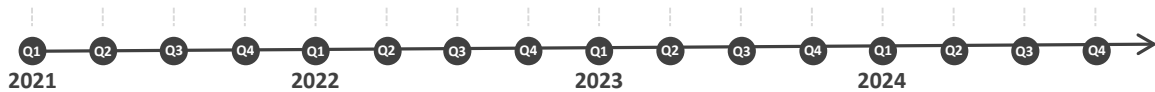
Preliminary Engineering  
Q2 2020 – Q2 2021



Design/Permitting  
Q3 2021 – Q4 2023



Construction  
Q1 2024 – Q3 2024



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes the development of final plans, construction documents and plan specifications.

**Construction:** Construction work will fully implement the final design plans for the Lake Jackson Greenway.

**Q1:** January – March

**Q2:** April – June

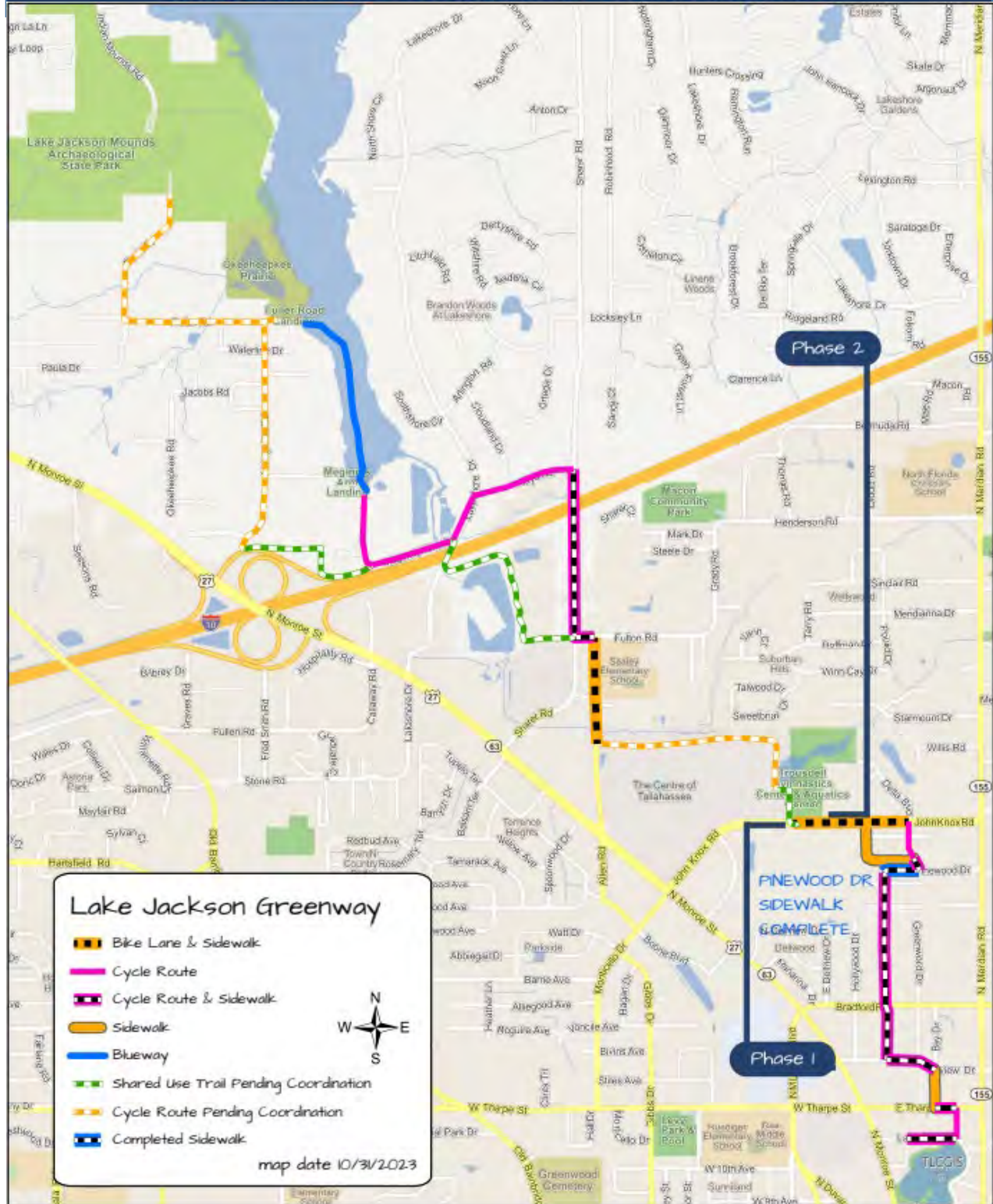
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



## INTERGOVERNMENTAL AGENCY







## Lake Lafayette and St. Marks Regional Linear Park

### Project Highlights

- This project aspires to connect 7,200 acres of public recreation lands east of Capital Circle Southeast.
- The project goal also includes key trail connections to area amenities, including Tom Brown Park, Lafayette Heritage Park, St. Marks Headwaters, and the Apalachee Regional Park.

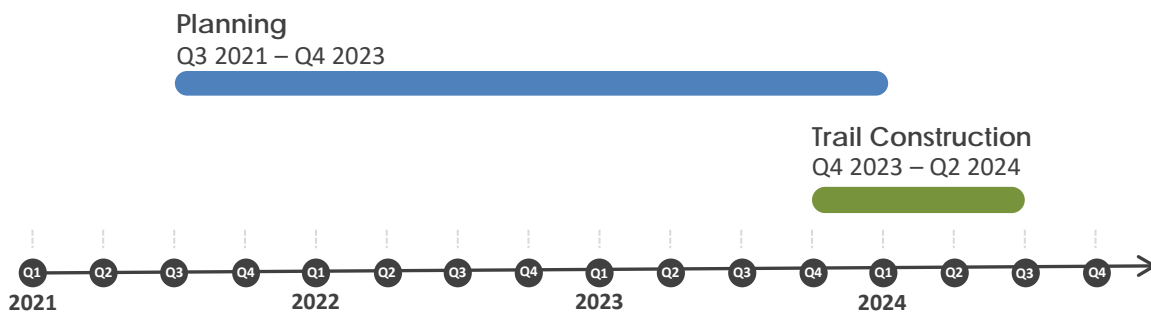
### Current Status

- The Northwest Florida Water Management District (NFWFMD) is undertaking a FEMA Flood Study which includes the Lake Lafayette project area. This study is in the data development phase. More information can be found [here](#).
- At the September 21, 2023 IA Board meeting, the IA Board accepted a status update on the project which incorporated an alternative trail connection along Apalachee Parkway into the project.
- As part of a leveraging opportunity with the Fallschase Development, the Upper Lake Lafayette Trail is being constructed and will connect the Buck Lake corridor to the recreational amenities along Upper Lake Lafayette. Construction began in Q4 2023 and is anticipated to be completed in Q2 2024.

## Next Steps

- Coordination continues with the NFWFMD as they complete the FEMA Flood Study.
- The project will be fully funded in FY 2039.

## Timeline



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**Planning/Pre-Engineering:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for project.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

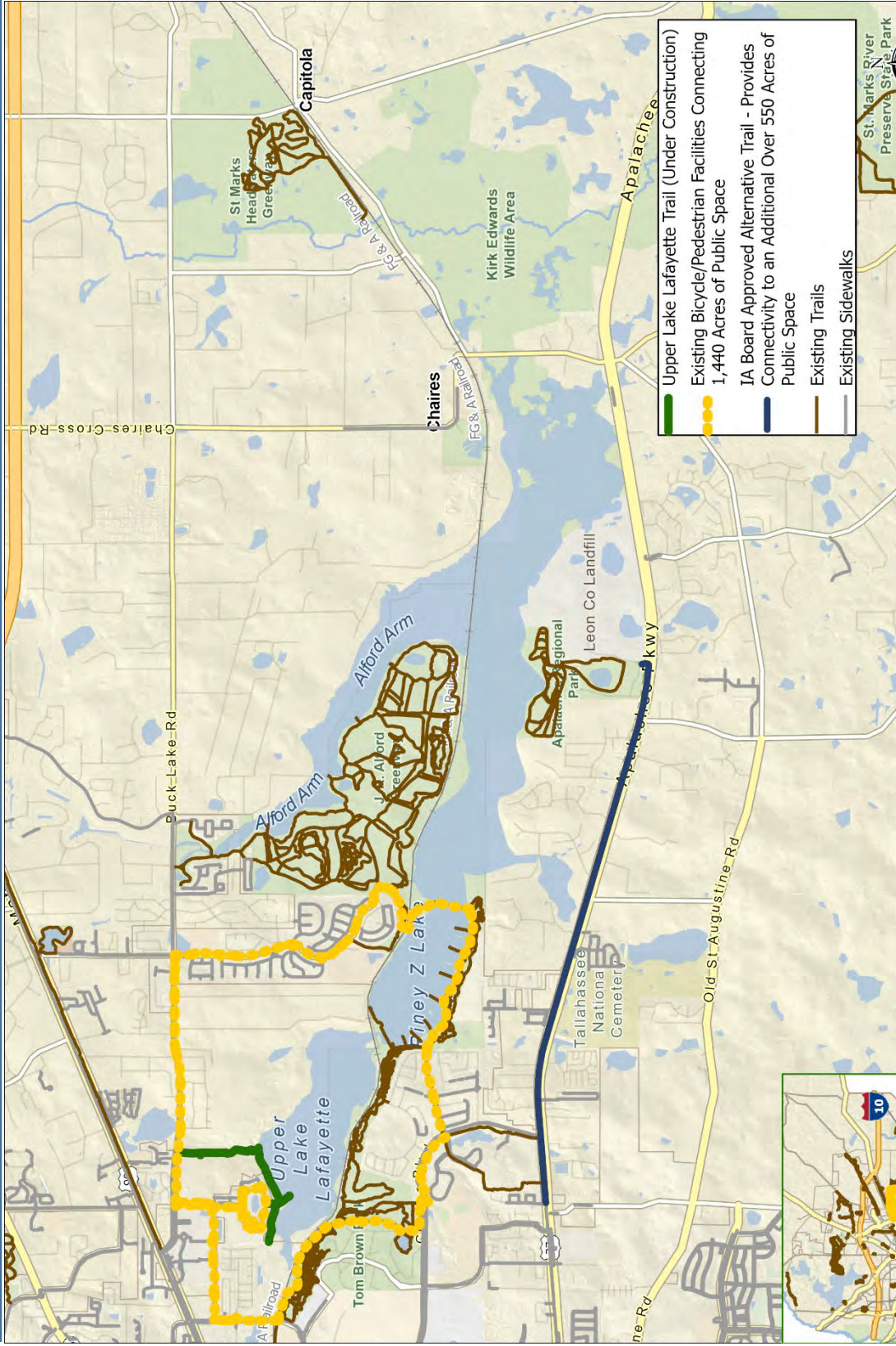
**Construction:** Construction work will fully implement the final design plans for this project.

**Q1:** January – March

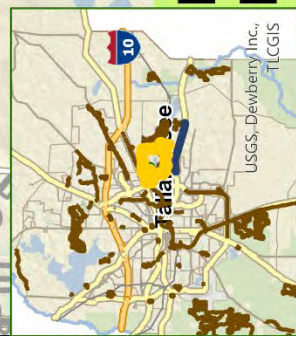
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



## Lake Lafayette and St. Marks Project Area Connectivity Map





Magnolia Drive Trail

## Project Highlights

- The project will construct a new shared-use trail from S. Adams to Apalachee Parkway to provide connectivity and improve safety, as well as underground electric utilities from Chowkeebin Nene to S. Monroe Street, and upgrade sewer utilities from clay to PVC.
- Trail construction is complete from Adams Street to Pontiac Drive.

## Current Status

- Design for Phase 2 (Pontiac to Diamond) is complete and construction is estimated for Q1 2024.
- Design for Phase 3 (Diamond to Apalachee) is 90% complete and right-of-way acquisition is ongoing.

# Next Steps

- Complete design and right-of-way acquisition for Phase 3.

## Timeline

### Right-of-Way Acquisition (Phase III)

Q1 2021 – Q3 2024



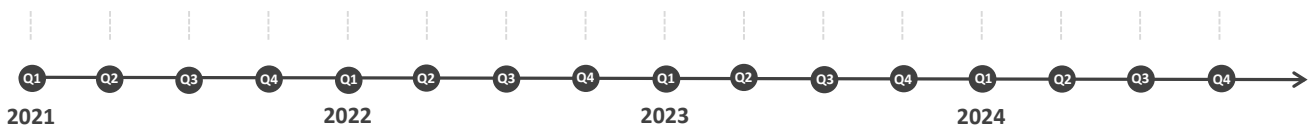
### Construction (Phase I & IV)

Q3 2021 – Q4 2022



### Construction (Phase II)

Q1 2024 – Q4 2025



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**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Magnolia Drive Trail.

**Q1:** January – March

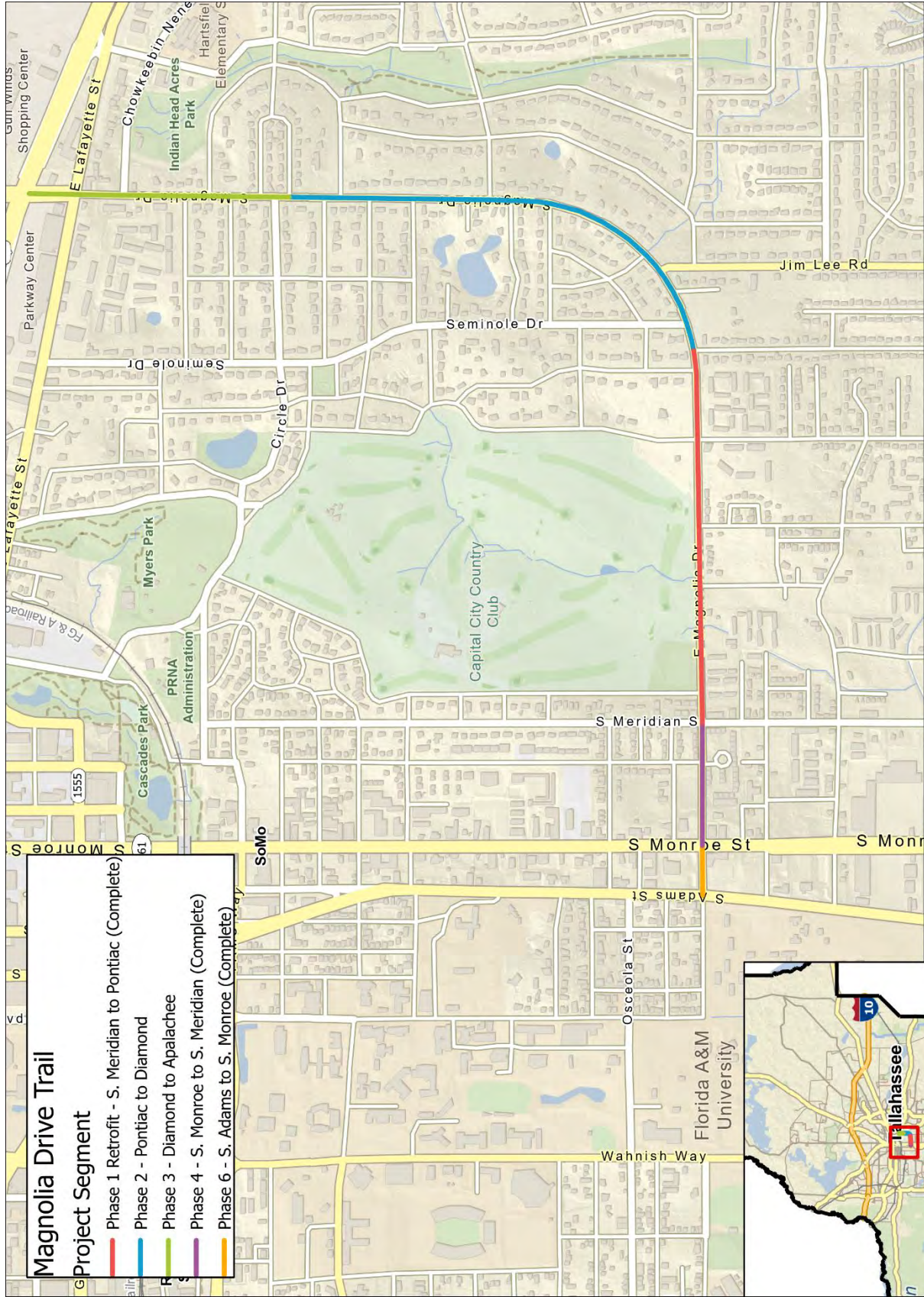
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



- Magnolia Drive Trail**
- Project Segment**
- Phase 1 Retrofit - S. Meridian to Pontiac (Complete)
  - Phase 2 - Pontiac to Diamond
  - Phase 3 - Diamond to Apalachee
  - Phase 4 - S. Monroe to S. Meridian (Complete)
  - Phase 6 - S. Adams to S. Monroe (Complete)



**Magnolia Drive Trail**  
Map of Project Phasing

Project Website:

<http://tallahasseemarketdistrict.com/>

Staff Contact: Sue Tanski

(850) 219-1071

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)



## Market District Placemaking – Park Element

### Project Highlights

- The Market District Placemaking Project consists of two phases; Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- The Market District Park is being designed in coordination with a City of Tallahassee multi-purpose stormwater project. This phase of the Blueprint project will provide an approximately 9-acre community park along Maclay Boulevard and Maclay Commerce Drive.
- Park amenities will include paths for running and walking, a shaded gathering space, a play area, water play elements, open spaces, restrooms, and pickleball courts.

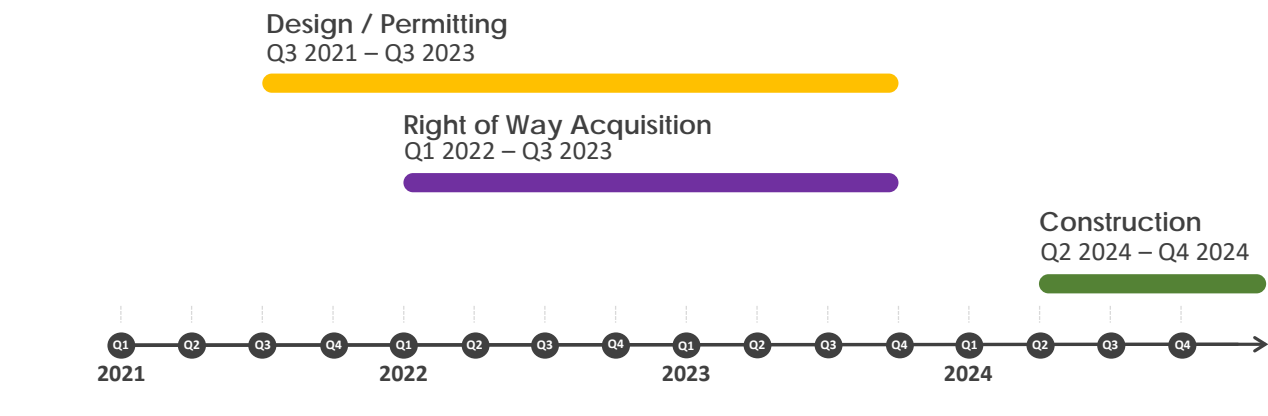
### Current Status

- Final design of the Park is complete.
- Coordination with adjacent property owners to secure parking lot interconnections is ongoing.
- At the May 11, 2023, the IA Board authorized Blueprint to advertise and award, pursuant to Blueprint's Procurement Policy, construction services for the Market District Placemaking Project.

## Next Steps

- Invitation for bids will be released in Q1 2024.
- Construction of the park is anticipated to start in Q2 2024.

## Park Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** Design work includes the development of detailed design plans, quantities, and specifications, for the Market District Park and conceptual amenities, as well as acquiring all required permits for construction. Design also includes preparing construction cost estimates at 60%, 90% and final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Market District Park.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



# BLUEPRINT

INTERGOVERNMENTAL AGENCY



TALLAHASSEE MARKET DISTRICT PARK

2023/04/12

Hargreaves Jones

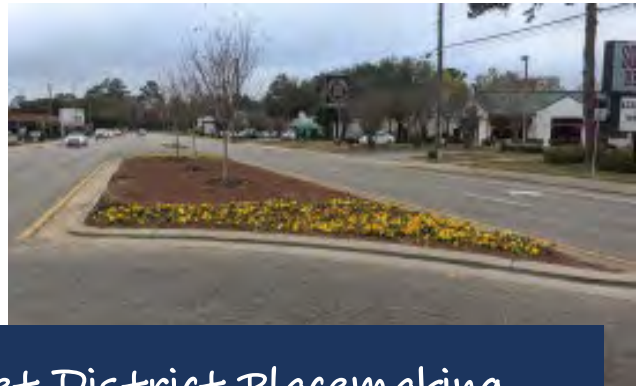
**Project Website:**

<http://tallahassee market district.com/>

**Staff Contact:** Sue Tanski or Mike Alfano  
(850) 219-1060

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)

[Michael.Alfano@Blueprintia.org](mailto:Michael.Alfano@Blueprintia.org)



## Market District Placemaking – Pedestrian Safety & Connectivity

### Project Highlights

- The Market District Placemaking Project consists of two phases. Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- Phase 2 is planned to provide the following pedestrian safety and connectivity improvements throughout Market District:
  - Maclay Rd. 8-foot wide pedestrian and cycling facility,
  - Streetscaping & enhanced lighting at Market St. & Maclay Blvd., and
  - Intersection improvements at Timberlane Rd. & Martin Hurst Rd.

### Current Status

- Streetscaping improvements along Market Street and Maclay Boulevard, including landscaping and pedestrian safety enhancements, are in design.
- Components of the Placemaking improvements have been completed; to date, Blueprint has installed a landscaped median on Timberlane Road, and the Planning Department and City Undergrounds Utilities and Public Infrastructure collaborated to install new wayfinding signage.
- The IA Board authorized Blueprint to procure construction services for the remaining improvements at the May 11, 2023 meeting.

## Next Steps

- Blueprint is evaluating the feasibility of a roundabout at Market Street and Maclay Boulevard.
- Streetscaping improvements along Market Street and Maclay Boulevard may be constructed in coordination with planned City roadway improvements in 2024.

## Pedestrian Safety & Connectivity Timeline

Planning / Pre-Engineering  
Q3 2021 – Q1 2023



Design / Permitting  
Q3 2023 – Q2 2024



Right of Way Acquisition  
Q3 2023 – Q2 2024



Construction  
Q3 2024 – Q4 2026



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**Planning/Pre-Engineering:** Blueprint will analyze potential pedestrian safety improvements and determine the feasibility of connectivity options in the Market District. Planning work will also include developing initial cost estimates for potential improvements and prioritizing implementation. Input from stakeholders and community members will be taken into account prior to entering into design work.

This phase also includes coordination with the CRTPA on their Thomasville Road Greenway feasibility study, which is determining the potential to connect the trail from Thomasville Road through the Market District to Maclay Road.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for pedestrian safety and connectivity improvements in the Market District.

**Q1:** January – March

**Q2:** April – June

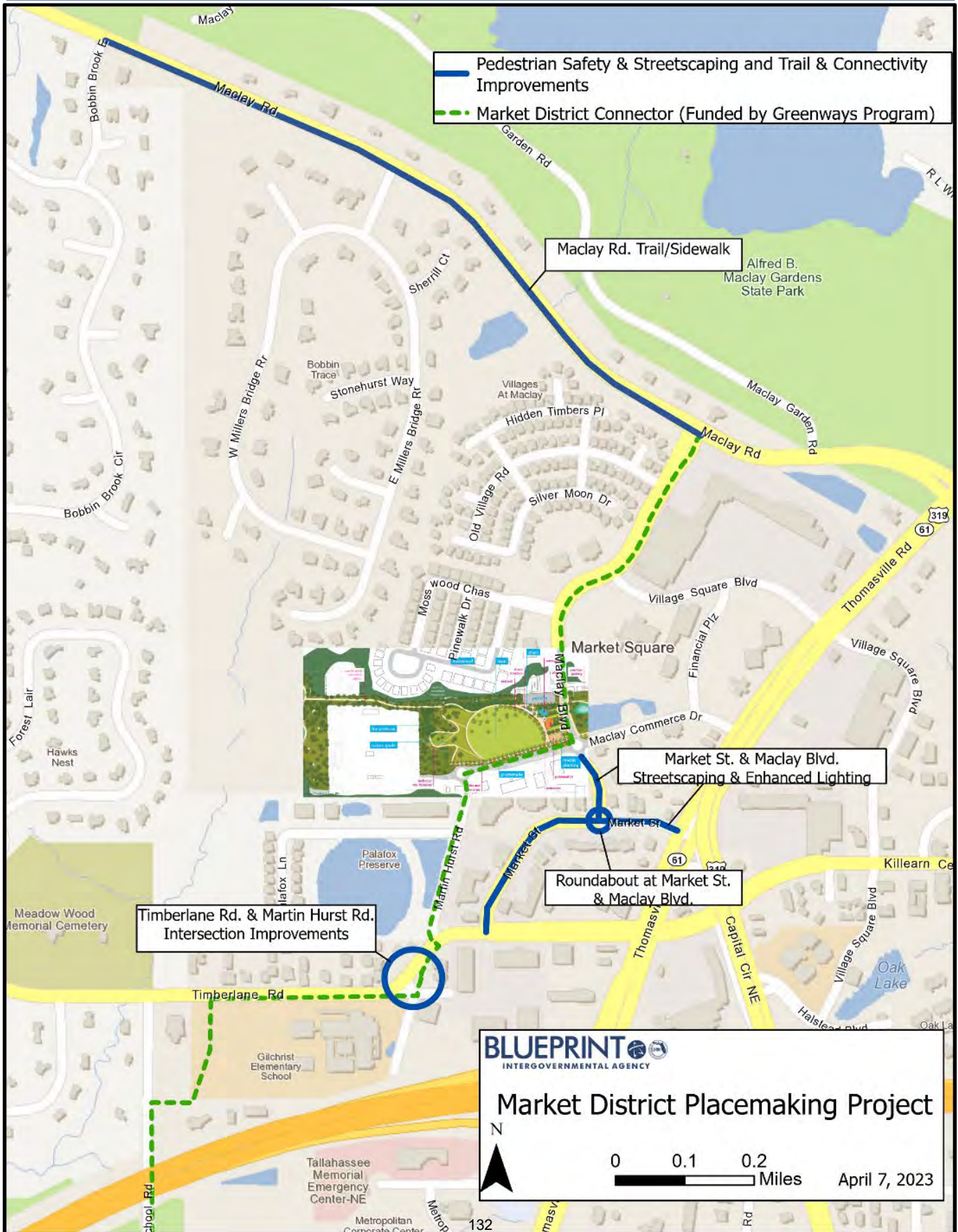
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



- Pedestrian Safety & Streetscaping and Trail & Connectivity Improvements
- Market District Connector (Funded by Greenways Program)

Maclay Rd. Trail/Sidewalk

Market St. & Maclay Blvd. Streetscaping & Enhanced Lighting

Roundabout at Market St. & Maclay Blvd.

Timberlane Rd. & Martin Hurst Rd. Intersection Improvements

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY

## Market District Placemaking Project

N

0 0.1 0.2 Miles

April 7, 2023



## Midtown Placemaking

### Project Highlights

- The Midtown Placemaking Project provides funding to implement the Midtown Placemaking Action Plan.
- Potential improvements include streetscaping on Thomasville Road from 7th Ave to North Monroe Street and from Grape Street to Post Street, streetscaping on North Monroe Street from 1st Ave to Tharpe Street, and intersection improvements at 5-points.
- The Capital Region Transportation Planning Agency (CRTPA) has developed a Midtown Area Transportation Plan, which provides recommended concepts for streetscaping, safety, and resiliency improvements for Midtown.
- At their December 10, 2020 meeting, the IA Board directed staff to procure design services for improvements on Thomasville Road from N. Monroe Street to 7th Avenue, in order to move forward with implementing the community preferred option in the Midtown Area Transportation Plan for this first segment of Midtown improvements (see page 41 of linked report document).
- The IA Board has approved the allocation of \$5,000,000 in capital funding in FY 2021 and FY 2022 for this project.

### Current Status

- Blueprint has entered into an MOU for a leveraging opportunity with a FDOT resurfacing project for Thomasville Road, from N. Monroe to 9<sup>th</sup> Ave. The goal of this opportunity will be to leverage design services for portions of the Blueprint project improvements, as part of the resurfacing project.
- Blueprint is coordinating with the Midtown Stakeholders Committee.

# Next Steps

- Blueprint will continue to pursue the leveraging opportunities with FDOT for completion of all project phases on state roadways.

# Timeline

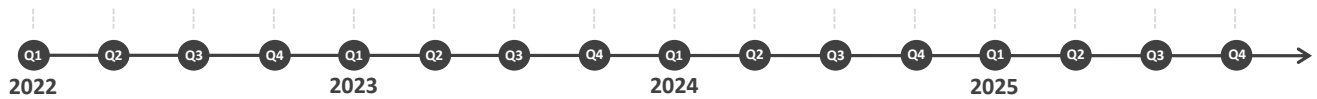
**Planning/Pre-Engineering**  
Q3 2021 – Q2 2022



**Design**  
Q3 2022 – Q4 2024\*



**Construction**  
Q1 2025 – Q2 2026\*



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**Planning/Pre-Engineering:** Concept development for the Thomasville Road improvements from 7th Avenue to Monroe Street was undertaken by the CRTPA. Remaining planning efforts include finalizing procurement documents for engineering and design services.

**Design:** Design work will include further traffic analysis for this project segment and development of final plans and construction documents for streetscaping improvements along Thomasville Road from North Monroe to 7th Ave.

**Construction:** Construction will include the implementation of final design plans for the Midtown Placemaking Project element of Thomasville Road streetscaping from North Monroe to 7th Ave.

\*Design and Construction to be coordinated with FDOT, and is subject to change.

**Q1:** January – March

**Q2:** April – June

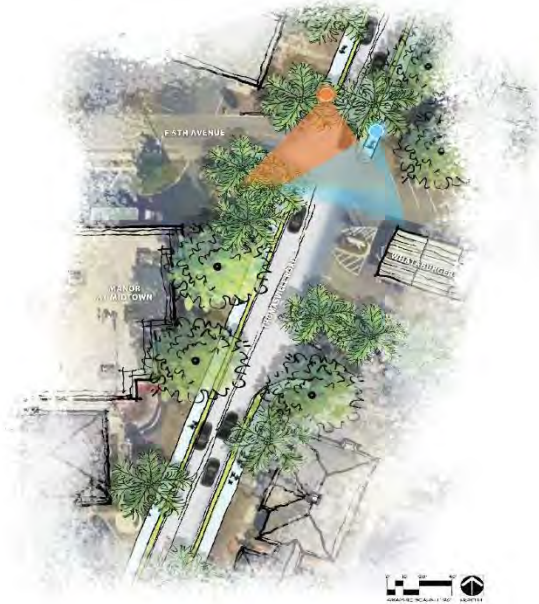
**Q3:** July – September

**Q4:** October – December



## Recommendations

### Thomasville Road South – Long Term



#### THOMASVILLE ROAD SOUTH

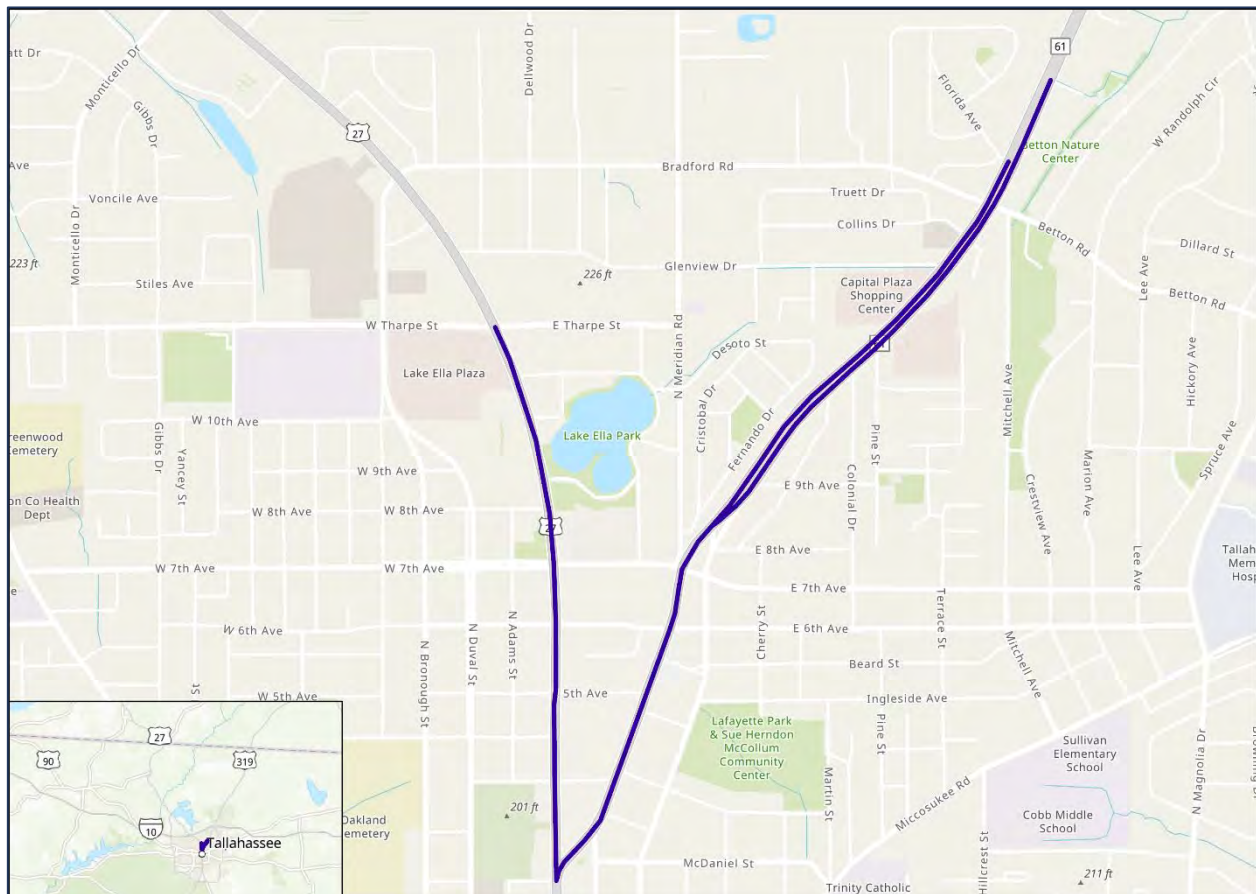
ADDITIONAL SPACE DEDICATED TO BOTH THE EAST AND WEST SIDE OF THE CORRIDOR FOR WIDER SIDEWALKS AND LANDSCAPED BUFFERS

##### PROPOSED IMPROVEMENTS

- INCLUDES TWO 10' BI-DIRECTIONAL TRAVEL LANES (REMOVAL OF 10' CENTER TURN LANE)
  - REMOVAL OF THE CENTER TURN LANE MAY ADD FRICTION ALONG THE ROADWAY, RESULTING IN SLOWER TRAFFIC AND A MORE WALKABLE, BIKEABLE ENVIRONMENT ON THOMASVILLE ROAD SOUTH
  - ADDITIONAL SPACE GAINED BY ELIMINATING THE CENTER TURN LANE
- WIDE SIDEWALK ON BOTH THE EAST AND WEST SIDES OF THE CORRIDOR ALLOWING FOR BI-DIRECTIONAL MOVEMENT BY PEDESTRIANS AND BICYCLISTS
- LARGER LANDSCAPE BUFFER ON THE EAST SIDE OF THE CORRIDOR TO HELP CREATE A SAFER AND SEPARATED FEEL FOR PEDESTRIANS AND BICYCLISTS USING THE SHARED-USE PATH
- UNDERGROUND UTILITIES

##### EXISTING TYPICAL SECTION

- THREE 10' LANES (TWO BI-DIRECTIONAL TRAVEL LANES AND A CENTER TURN LANE)
- 2' GRASS STRIP ON BOTH SIDES OF THE CORRIDOR
- 5' SIDEWALK ON BOTH SIDES OF THE CORRIDOR





*Monroe-Adams Corridor Placemaking*

## Project Highlights

- Creates safe, comfortable streets for pedestrians, transit users and cyclists along the Monroe-Adams corridor.
- Builds upon and addresses the goals of the Monroe Adams Action Plan, adopted in 2011, which includes improving the appearance, comfort, and safety of public streets.
- Five streets connecting the Monroe Street and Adams Street corridors will be improved: Harrison Street, Pershing Street, Jennings Street, Perkins Street and Kestner Street.
- Concepts are based on the goals of the Action Plan, the results of technical analyses, and public engagement with stakeholders include Florida A&M University, surrounding communities, and area businesses.

## Current Status

- As a part of a leveraging opportunity, Blueprint contributed \$87,000 for enhanced crosswalks along South Monroe from Harrison Street to Kestner Street, as part of a \$2.57 million FDOT resurfacing project, which completed construction in 2021.
- At the May 19, 2022 meeting, the IA Board authorized construction of the proposed streetscaping enhancements through a design-build contract. The IA Board also authorized Blueprint to enter into a Joint Project Agreement with the City of Tallahassee Electric Department to move existing overhead electric underground.
- Blueprint is seeking easements for electric utility undergrounding from property owners.



## Next Steps

- Electric utility work will commence prior to the initiation of roadway work.
- Blueprint will continue discussions with local property owners in order to minimize the impacts of construction to the greatest extent possible.
- Procurement of design-build services is anticipated for Q1 2024

## Timeline

**Planning / Pre-Engineering**  
Q3 2021 – Q1 2022

**Concept Design**  
Q1 2022 – Q4 2022

**Right of Way Acquisition**  
Q3 2022 – Q1 2024

**Design-Build**  
Q1 2024 – Q1 2026



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Planning/Pre-Engineering includes survey work and development of 30% design plans, typically referred to as concept development.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right-of-Way Acquisition:** This phase will include efforts to acquire any additional right of way needed to complete the project. Should any right of way acquisitions be required, they will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for total project completion.

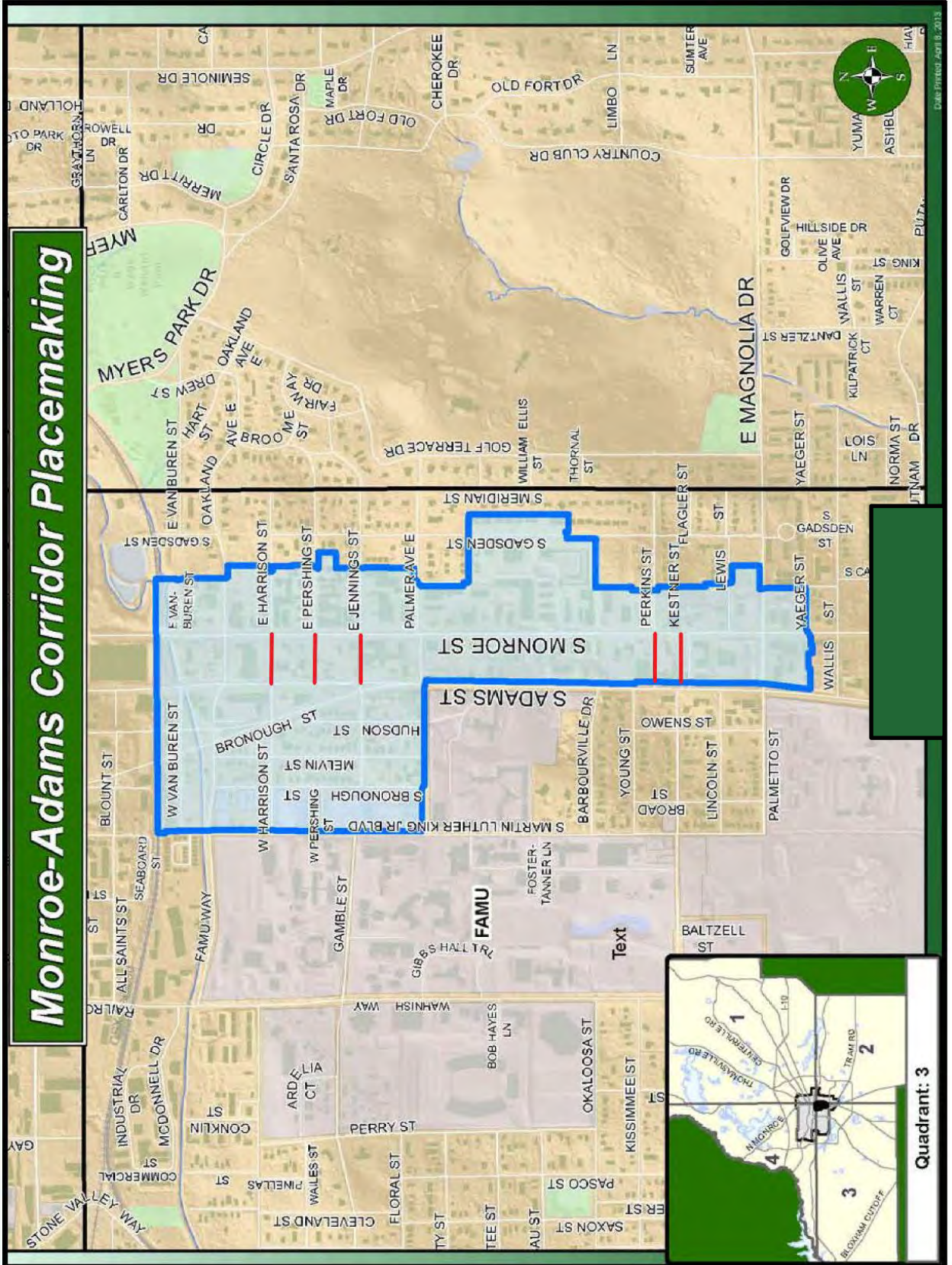
**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

### Monroe-Adams Corridor Placemaking



Quadrant: 3

**Project Website:**

[blueprintia.org/projects/north-monroe-gateway/](http://blueprintia.org/projects/north-monroe-gateway/)

**Staff Contact:** Eric Mason | (850) 219-1085  
[Eric.Mason@blueprintia.org](mailto:Eric.Mason@blueprintia.org)



North Monroe Gateway

## Project Highlights

- The North Monroe Gateway Project will provide funding to develop gateway enhancements for North Monroe Street from I-10 to 7th Avenue.
- Project improvements may include:
  - Signage and art
  - Landscaping
  - Crosswalks and other pedestrian safety enhancements

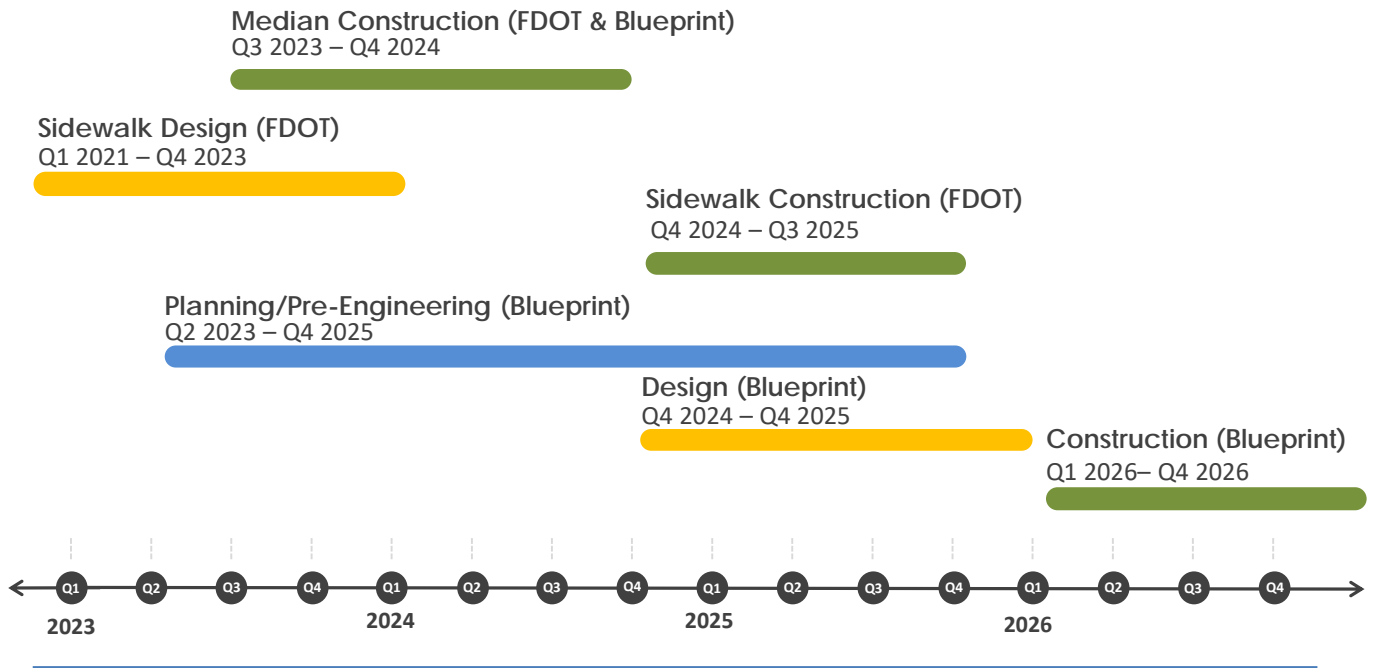
## Current Status

- Since 2014, Blueprint has been collaborating with FDOT on improvements to the North Monroe corridor, with an over \$18 million total investment from FDOT, including:
  - Over \$10.3 million in previous enhancements, with the majority of investment supporting the Blueprint project goals.
  - A \$1.46 million project to install enhanced landscaped medians (renderings on the following page) between Allen Road and Lakeshore Drive. This project began construction in September 2023.
  - A \$6.28 million sidewalk project from John Knox Road to Lakeshore Drive. This project is anticipated for construction in late 2024.
- In September 2023, Blueprint was awarded a \$25,000 Knight Foundation grant to enhance the transit experience on the North Monroe Gateway.
- In November 2023, Blueprint was awarded a FDOT Beautification Grant of approximately \$93,100 for additional enhanced landscaped medians between John Knox Road and Allen Road. Design is underway.

# Next Steps

- Continued coordination with FDOT on corridor improvements and leveraging opportunities.
- At the September 21, 2023 meeting, the IA Board directed staff to bring back an agenda item initiating the substantial amendment process to extend the project area north of I-10 to Fred George Road.
- Design of the additional medians is anticipated to be completed in late Q1 2024, with construction anticipated to begin in Q3 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Planning/Pre-Engineering includes survey work and development of 30% design plans, typically referred to as concept development.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right-of-Way Acquisition:** This phase will include efforts to acquire any additional right of way needed to complete the project. Should any right of way acquisitions be required, they will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for total project completion.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Conceptual Renderings of Enhanced Median Landscaping



## North Monroe Gateway

General Location Map

**Project Website:**

<https://www.bannermanroad.com/>

**Staff Contact:** Megan Doherty  
(850) 219-1060

[Megan.Doherty@Blueprintia.org](mailto:Megan.Doherty@Blueprintia.org)



*Northeast Corridor Connector: Bannerman Road & Meridian Greenway*

## Project Highlights

- Enhances the Bannerman Road corridor by widening to four lanes from Quail Common Drive to Preservation Road along with adding a median to accommodate turn lanes from Quail Common Drive to Meridian Road.
- Improvements also include new multimodal facilities along Bannerman Road to improve accessibility and safety for people walking and biking, two neighborhood sidewalk projects along Tekesta Drive and northern Bull Headley Road, the Meridian Greenway feasibility study, and construction of the Orchard Pond Trail Extension.

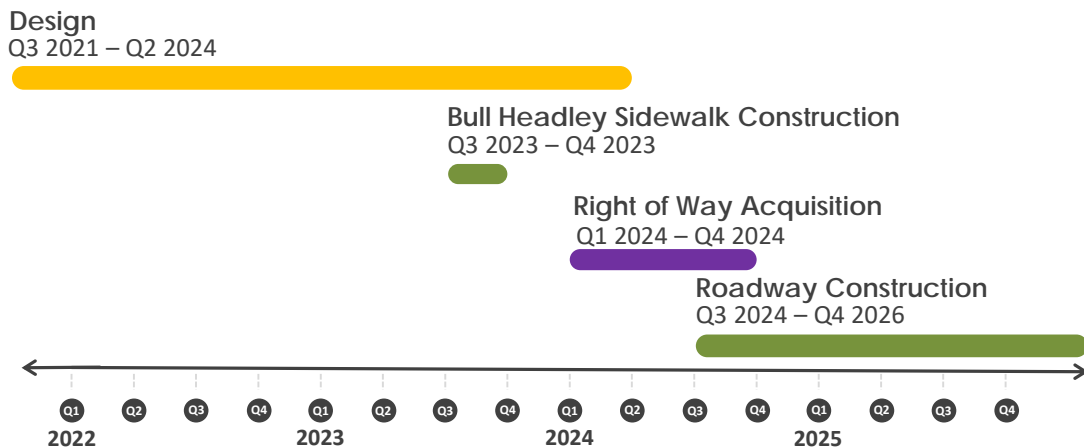
## Current Status

- Design began in February 2022 for the Bannerman Road corridor improvements, Tekesta Drive and Bull Headley Road sidewalks, and Orchard Pond Greenway, as well as a feasibility study for the Meridian Greenway.
- The Bull Headley sidewalk project, which constructed a new sidewalk from Chadwick Way to the boat landing including a pedestrian crossing, was completed in fall 2023.
- The Meridian Greenway Feasibility Study was completed in summer 2023.

## Next Steps

- Right-of-way acquisition for the Bannerman Road improvements is expected to begin in Q1 2024.
- Design for the Bannerman Road improvements is expected to be complete in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Northeast Corridor Connector. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Corridor Connector. Sidewalk projects are expected to be constructed in 2023 ahead of the Bannerman Road improvements.

**Q1:** January – March

**Q2:** April – June

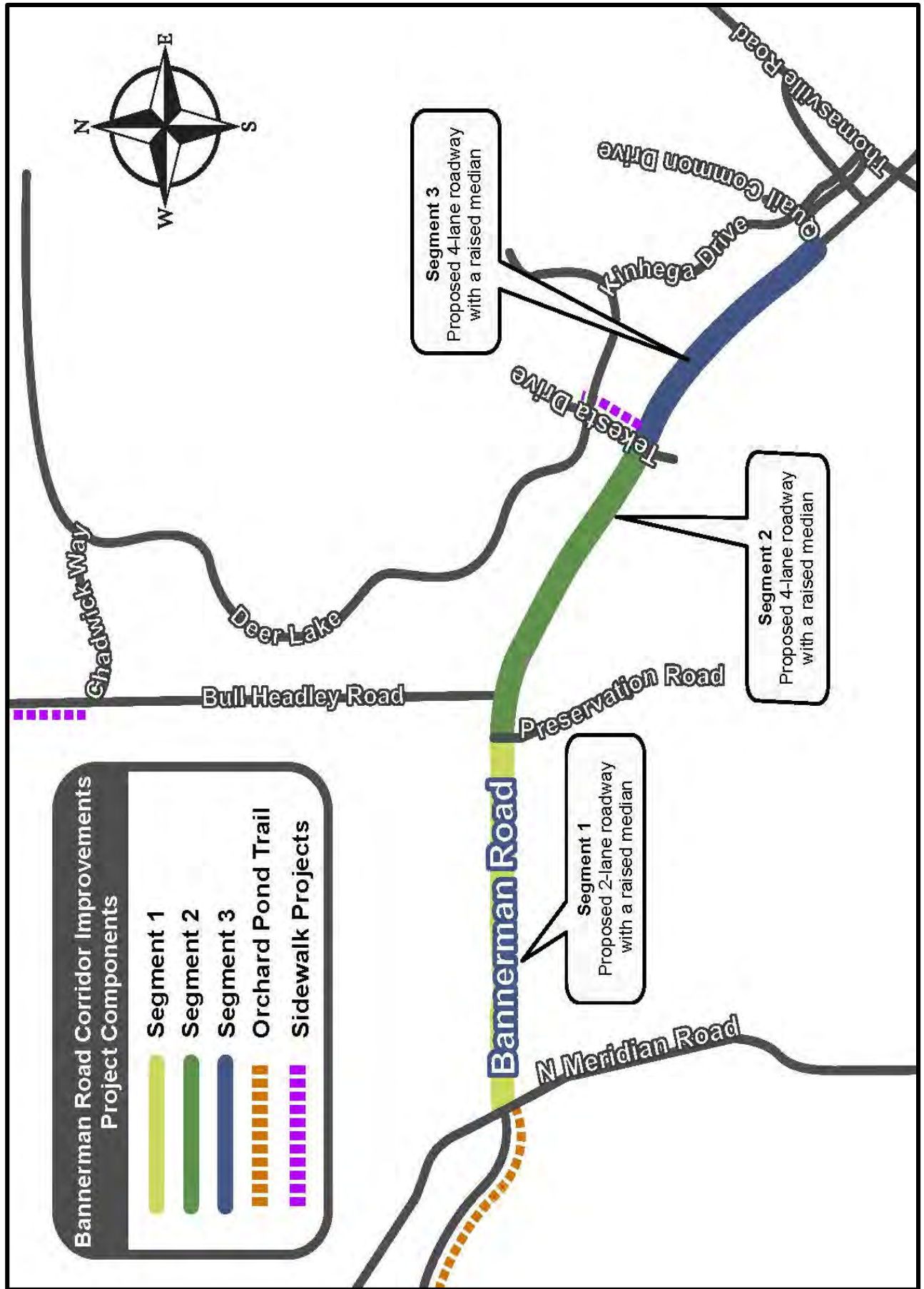
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY







## Northeast Gateway: Welaunee Boulevard

### Project Highlights

- Project goals are to improve regional mobility, enhance connectivity, and protect canopy roads by reducing transportation pressures on surrounding roadways.
- The project will extend Welaunee Boulevard to Roberts Road, and create a two-lane extension of Shamrock Street to Welaunee Boulevard, creating a new gateway into northeast Tallahassee-Leon County.
- The 8-mile Welaunee Greenway will connect to the existing Miccosukee Greenway creating a 17-mile loop.
- The project was awarded a \$1.5 million Transportation Regional Incentive Program (TRIP) grant from FDOT in FY 2023 for the design phase, and a \$2.5 million TRIP grant for the construction phase, to be funded in FY 2025.

### Current Status

- Final design for Phase 1 is complete and Phase 2 is underway.
- Construction on Phase I began on November 6, 2023 and will last 2.5 years. A groundbreaking event was held on December 5, 2023.
- The project leverages a State of Florida Department of Transportation State Infrastructure Bank (SIB) loan for \$25.5 million, which provides a lower cost option vs. bonding this same amount.
- Project coordination with local agencies, FDOT, and property owners continues.
- Acquisition of the Welaunee Greenway<sup>145</sup> is complete.

# Next Steps

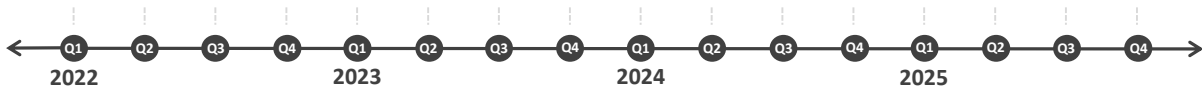
- Right-of-Way acquisition for Phase 2 is ongoing.

## Timeline

**Roadway Design**  
Q3 2021 – Q1 2024

**Right of Way Acquisition**  
Q3 2021 – Q4 2024

**Construction**  
Q4 2023 – Q2 2027



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the NE Gateway roadways and associated facilities (stormwater, multimodal facilities, etc.) as well as design of the Welaunee Greenway and trailheads. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida State Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Gateway.

**Q1:** January – March

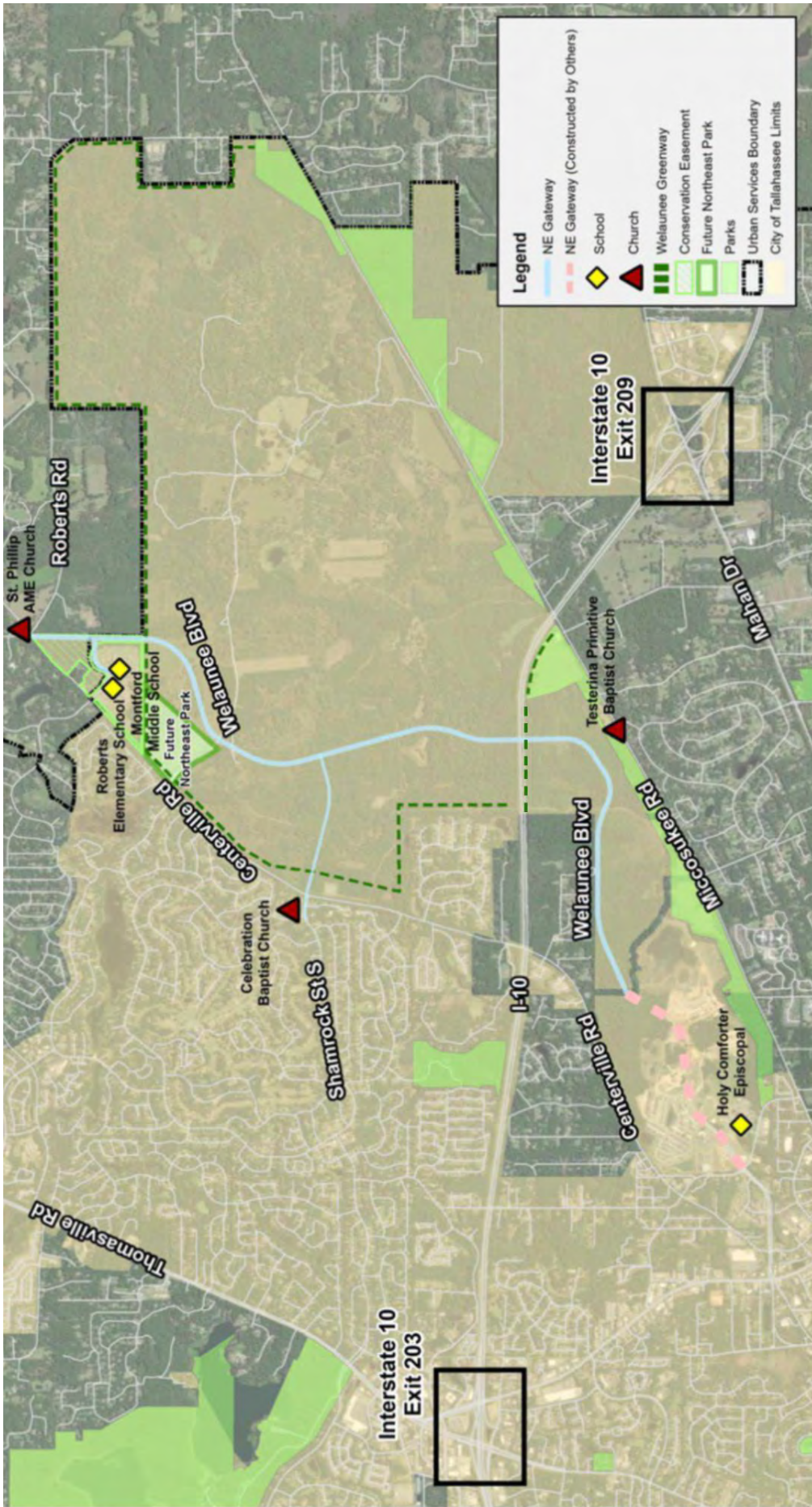
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY





Northeast Park

## Project Highlights

- The project provides for the creation of a park in Northeast Tallahassee, located on Centerville Road adjacent to the Montford Middle and Roberts Elementary Schools.
- As an “area park,” it will serve the needs of the unincorporated portions of NE Leon County and multiple neighborhoods.
- A mixture of active and passive uses are envisioned for this 50-acre Leon County park.

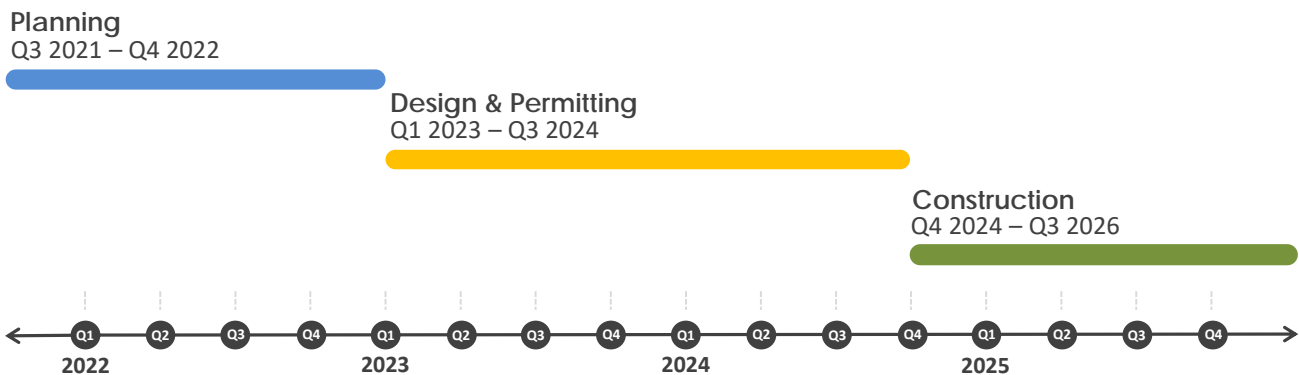
## Current Status

- The purchase of the 50-acre park space closed on October 18, 2022.
- Blueprint engaged with residents surrounding Northeast Park through an online survey, mailers, and an open house.
- A Facilities Needs Assessment was completed in March 2023, and is available on the project webpage ([linked here](#)).
- At their August 24<sup>th</sup> 2023 meeting, the IA Board approved the conceptual design.

## Next Steps

- Design will be completed in Q3 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for Northeast Park and associated facilities.

**Construction:** Construction work will fully implement the final design plans for Northeast Park. Construction activities will involve procurement and actual groundbreaking may occur in the following quarter.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



# BLUEPRINT

## INTERGOVERNMENTAL AGENCY



Northeast Park



Northwest Connector:  
Tharpe Street

## Project Highlights

- The Northwest Connector provides funding to improve Tharpe Street from Ocala Road to Capital Circle Northwest.
- The project adds approximately nine miles of additional trail and sidewalk connectivity.
- The project also improves access to Old Bainbridge County Park near Tower Road, and Stoneler Road County Park, on Stoneler Road.

## Current Status

- At the March 9, 2023 IA Board meeting, the IA Board accepted an update on the NW Connector project, and authorized Blueprint to advertise and award a contract for planning and design services.
- Planning services for a corridor study are currently being procured.

## Next Steps

- Following procurement of services, Blueprint will begin the planning and design phases of this project.
- The planning process for this project is anticipated to be approximately two years.

## Timeline

### Planning

Q4 2023 – Q3 2025



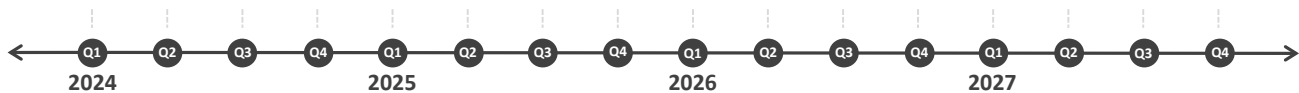
### Design

Q4 2025 – Q4 2026



### Construction

Q1 2027 – Q4 2030



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Planning:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for the Northwest Connector roadways and associated facilities.

**Construction:** Construction work will fully implement the final design plans for the Northwest Connector.

**Q1:** January – March

**Q2:** April – June

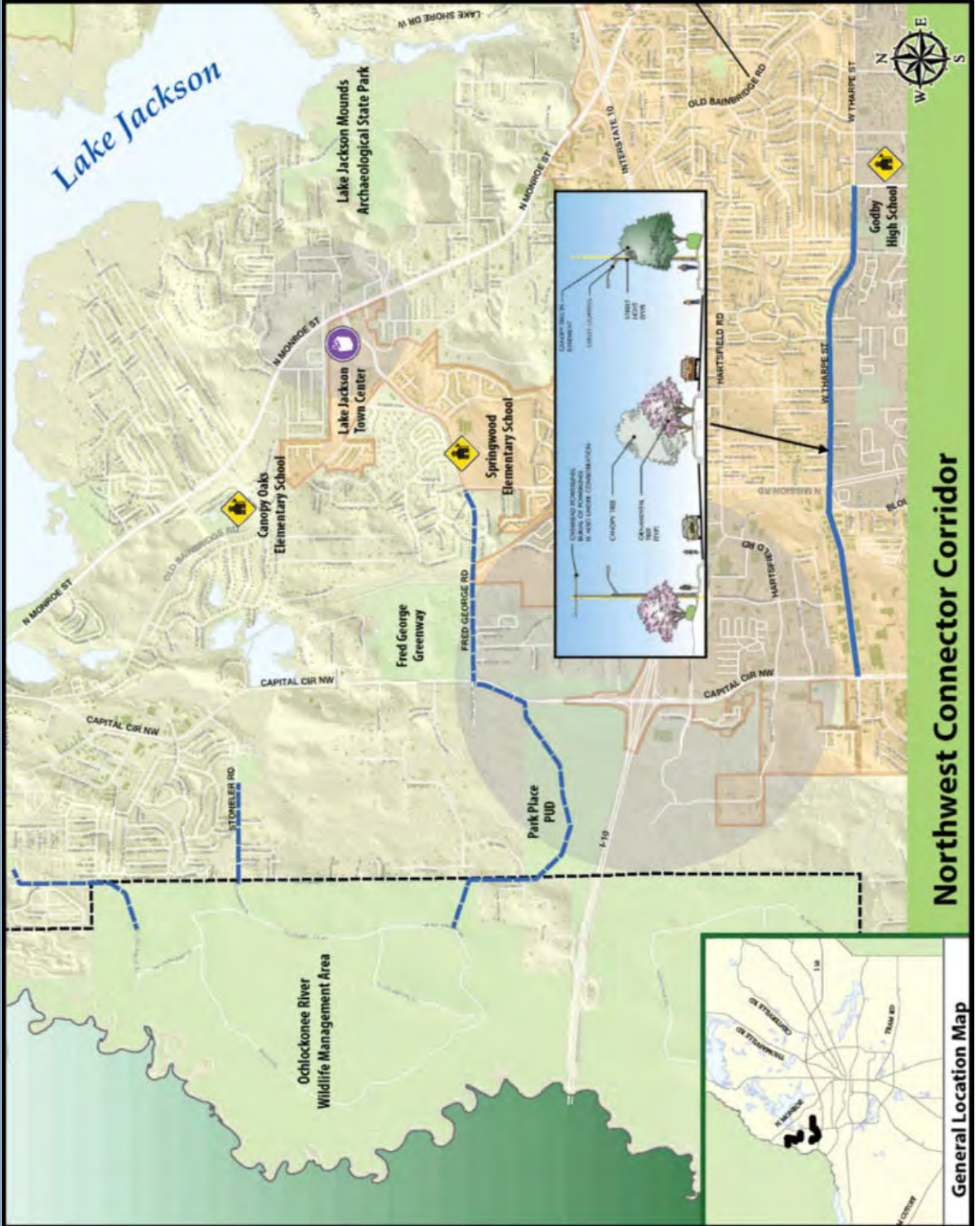
**Q3:** July – September

**Q4:** October – December



# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Northwest Connector Corridor

General Location Map



*Orange Avenue Widening*

## Project Highlights

- This project provides improvements to Orange Avenue, a state roadway, including widening the roadway to four lanes from Adams Street to Springhill Road.
- Increases pedestrian and bicycle access with sidewalks and a multi use path.
- Enhances the aesthetics of the corridor with additional landscaping.
- Design of this project is currently being implemented by the Florida Department of Transportation.

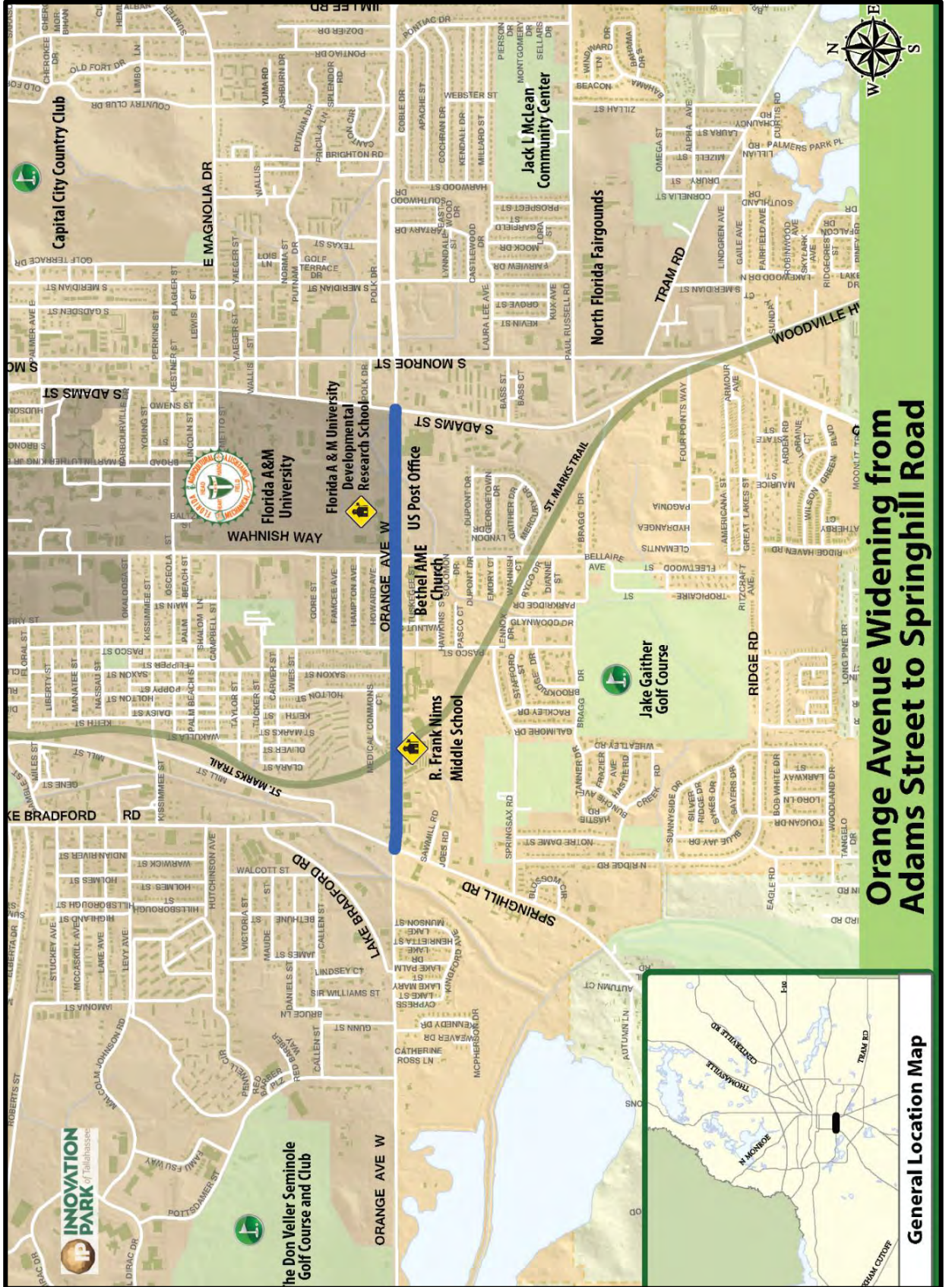
## Current Status

- Blueprint and the Capital Region Transportation Planning Agency partnered on the Southwest Area Transportation Plan Study to develop locally preferred alternatives and options for this corridor. The study was completed in 2019.
- An FDOT-led PD&E study was approved on June 14, 2022.
- FDOT allocated \$3.3 million in FY 2022 for preliminary engineering and design of Orange Avenue from Cypress Lake Street to S. Monroe Street.
- FDOT has implemented initial crosswalk improvements on Orange Avenue near Nims Middle School; additional improvements are being explored.

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



## Orange Avenue Widening from Adams Street to Springhill Road



## Orange-Meridian Placemaking

### Project Highlights

- The Orange-Meridian Placemaking project will create a neighborhood park and community gathering space at Orange Avenue and Meridian Street with the opportunity for trails, exercise activities, and a kids play area.
- The East Drainage Ditch between South Monroe and Meridian Street will be improved and enhanced.
- Contributes \$1 million to StarMetro for the development of the planned South City Transit Center.

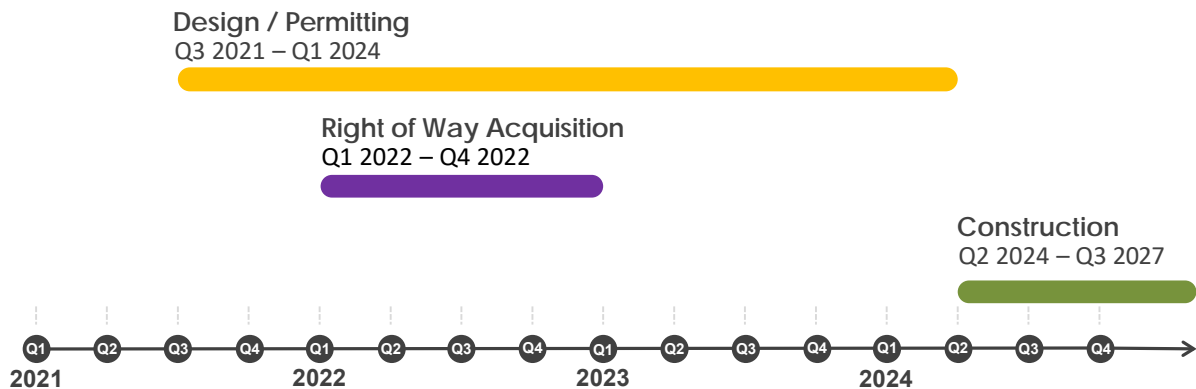
### Current Status

- The park concept was approved by the IA Board at the September 27, 2021 meeting and permitting review is underway.
- Stormwater modeling is underway for improvements to the East Drainage Ditch (between Meridian Street and S. Monroe Street).
- On February 7, 2023, the project was awarded a \$572,052 grant through the Resilient Florida Grant Program.

## Next Steps

- Based on the stormwater modeling, Blueprint will refine concepts for improvements to the East Drainage Ditch.
- Design and permitting for the park component is anticipated to be completed in Q1 2024.
- Construction on the park is anticipated to begin in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Orange-Meridian Placemaking Project. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

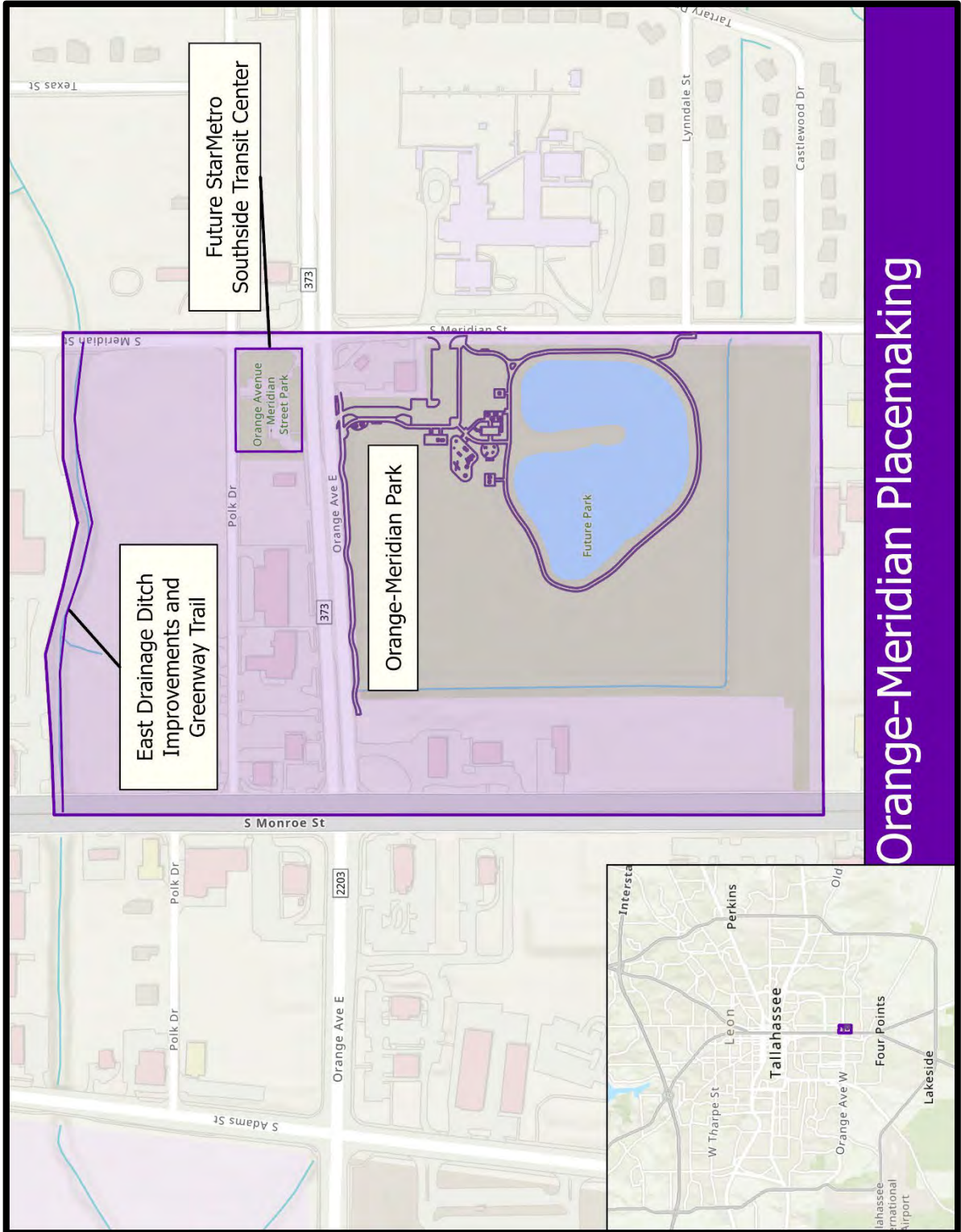
**Construction:** Construction work will fully implement the final design plans for the Orange-Meridian Placemaking Project.

**Q1:** January – March

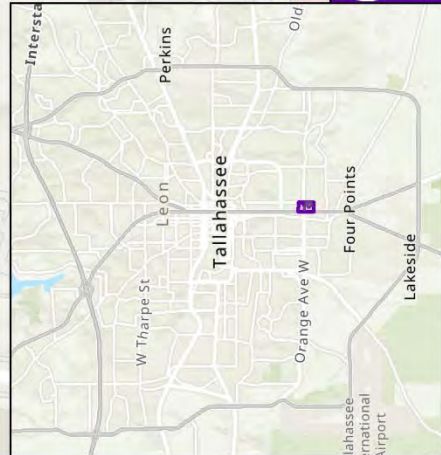
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



**Orange-Meridian Placemaking**





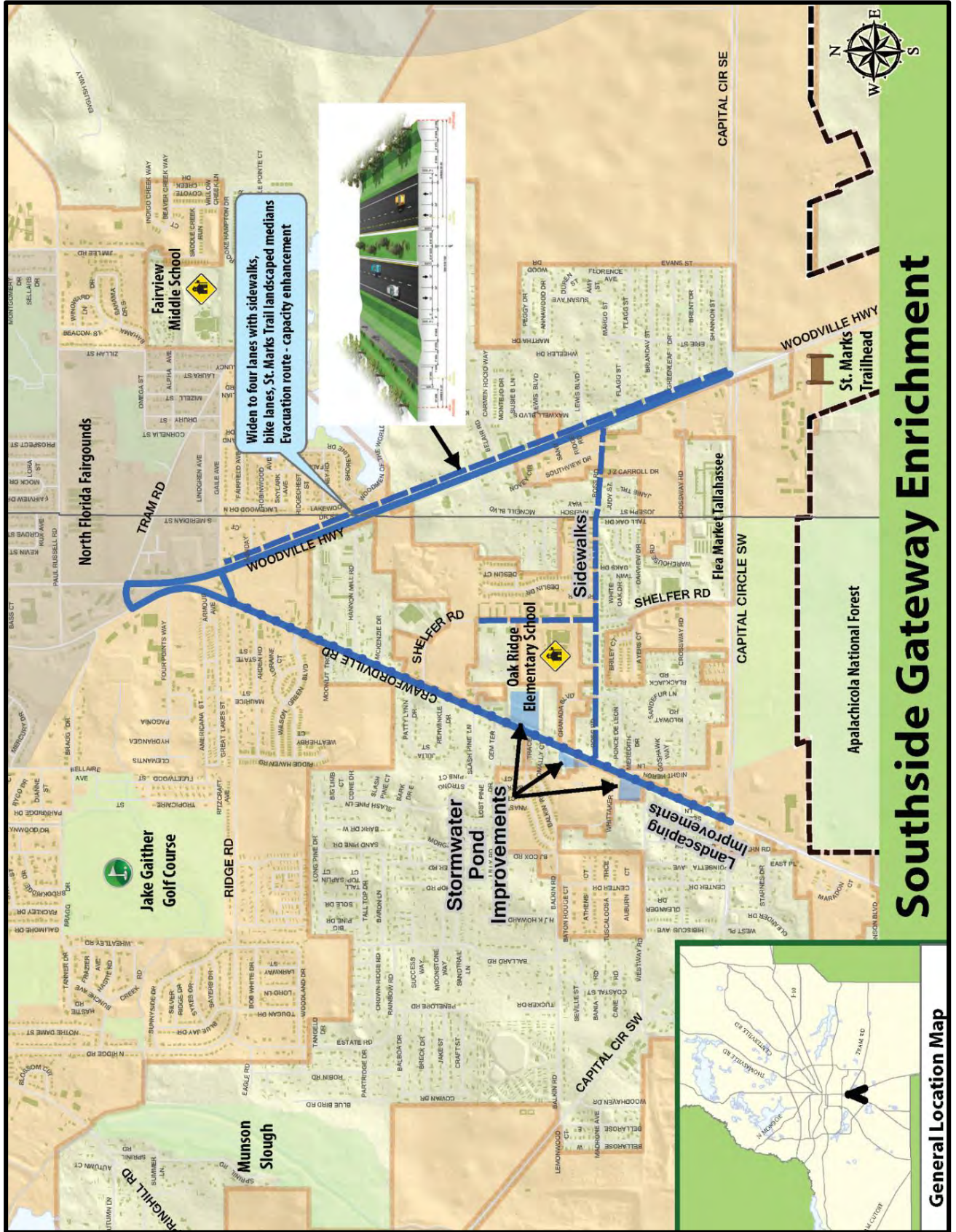
## Southside Gateway: Woodville Highway

### Project Highlights

- The Southside Gateway will widen Woodville Highway from Capital Circle Southwest to Tram Road, which will enhance capacity along a key evacuation route.
- The project includes right-of-way acquisition, construction costs, gateway streetscaping, and stormwater roadway improvements.

### Current Status

- Blueprint has executed an agreement with FDOT for curb extensions and landscaping along the St. Marks Trail.
- The FDOT 2024 -2028 Adopted Work Program identifies the following funding in the project area:
  - \$374,002 for preliminary engineering and right-of-way funding for Woodville Highway improvements from Capital Circle to Gaile Ave.
  - \$2,099,754 for preliminary engineering and right-of-way funding for Woodville Highway from Gaile Ave. to Paul Russell Rd.
  - Funding for construction of lighting along Crawfordville Rd from Capital Circle SW to Mckenzie Dr in FY 2023 in the amount of \$240,500.
  - \$998,502 for preliminary engineering in FY 2023 and \$7,513,113 for construction in FY 2026 for a resurfacing project for Crawfordville Road from SR 61 SB to Arden Road.



# Southside Gateway Enrichment

General Location Map



**Project Website:**

<https://blueprintia.org/projects/greenways-master-plan-implementation/>

**Staff Contact:** Mike Alfano | (850) 219-1075

[Mike.Alfano@Blueprintia.org](mailto:Mike.Alfano@Blueprintia.org)



University Greenway

## Project Highlights

- The University Greenway will provide key connectivity between Tallahassee Community College, the FAMU-FSU College of Engineering, the FSU SW RecPlex, Mabry Park, and surrounding neighborhoods via approximately 6 miles of greenway trails.

## Current Status

- A portion of the University Greenway, the Innovation Trail, is moving forward with the Airport Gateway project.
- In July 2023, a feasibility study kicked off, which will evaluate the remaining portion of the proposed Greenway route.

## Next Steps

- Planning, design, and construction of the Innovation Trail segment of the University Greenway will continue to move forward on the Airport Gateway project timeline.
- The University Greenway Feasibility Study is anticipated to be completed in Q2 2024.
- Based on the approved IA Board prioritization of projects, funding for design is currently anticipated to be available in Q4 2027 (FY 2028).

## Timeline

Feasibility Study  
Q3 2023 – Q2 2024



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Airport Gateway project and associated facilities.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Airport Gateway.

**Q1:** January – March

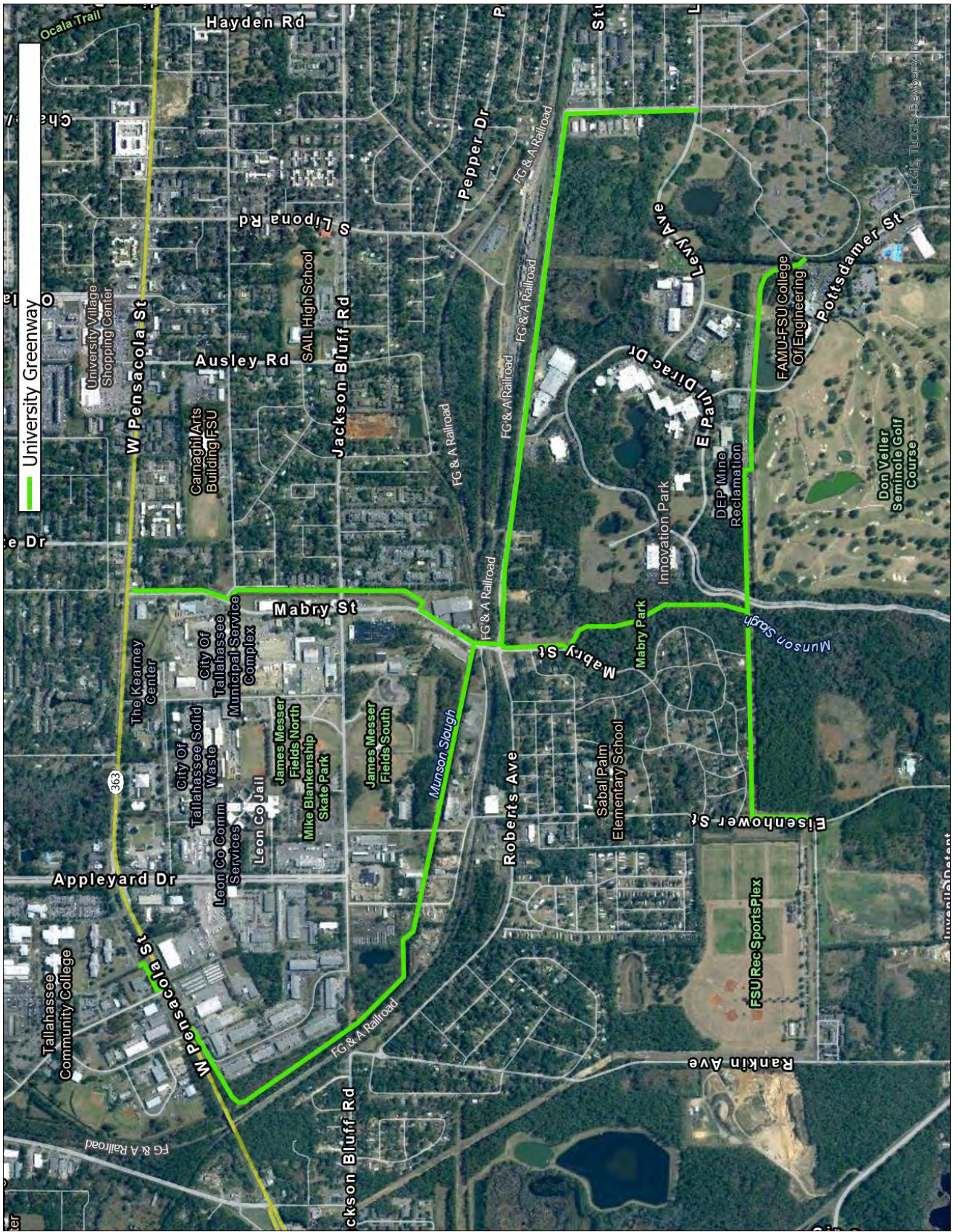
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY





## Project Highlights

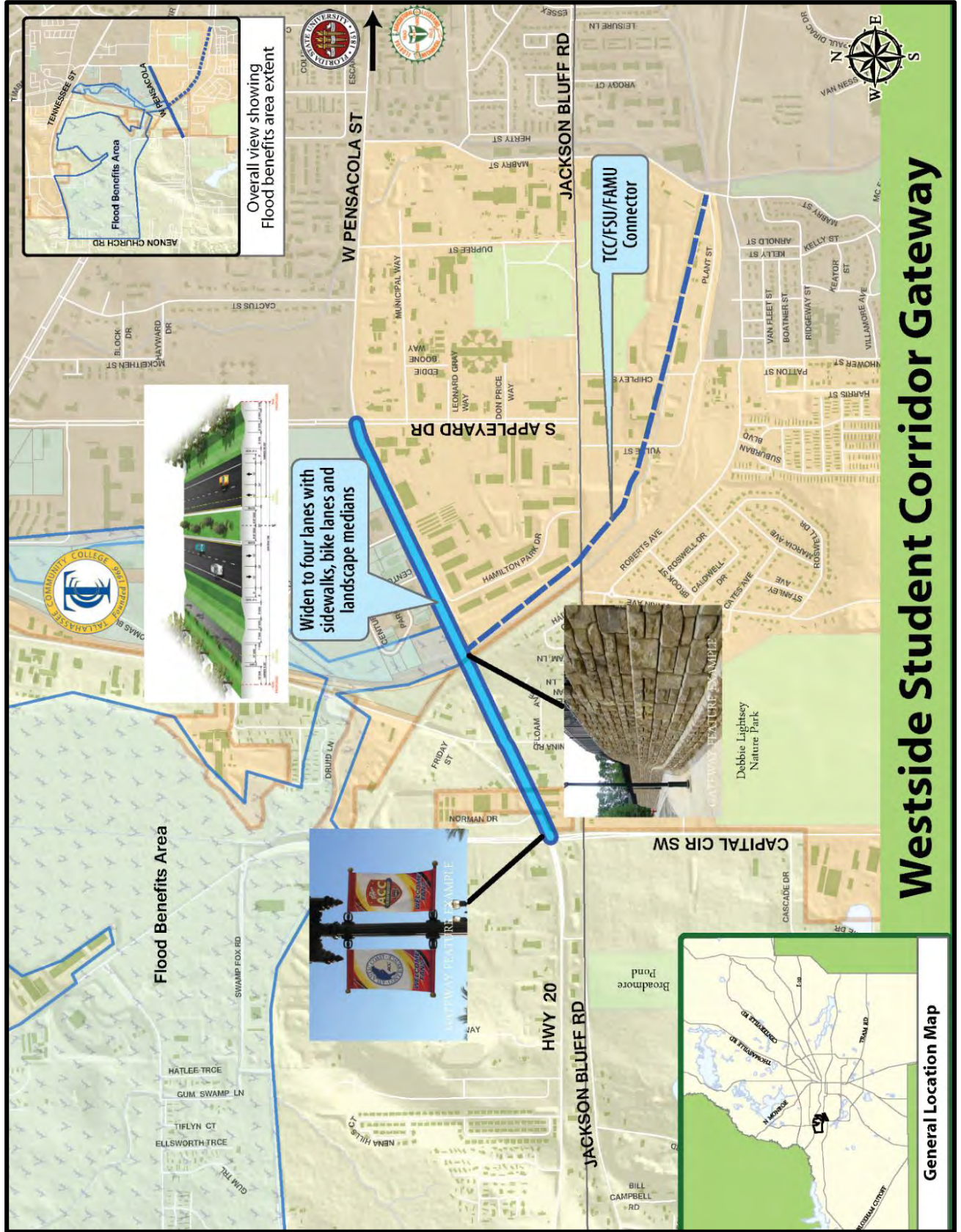
- Provides funding to improve Pensacola Street/Highway 20 from Capital Circle Southwest to Appleyard Drive.
- Includes funding for stormwater improvements in the Gum Creek/West Drainage Ditch.
- Project goals include the creation of gateway features and network connectivity.

## Current Status

- Funding for PD&E for this project is currently 8th on the adopted CRTPA Road Project Priority List for Fiscal Year 2024-2028 [[linked here](#)].
- The FDOT Adopted Work Program has programmed:
  - \$1,605,366 in FY 2023-2024 for a feasibility study of the Westside Gateway project limits. The feasibility study kicked off in July 2023.
  - \$14,674,358 in FY 2023 - 2025 for a resurfacing project (Railroad Overpass to SR 366 Stadium Dr.) that includes a significant portion of the Westside Gateway project limits.

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Westside Student Corridor Gateway

General Location Map

**Project Website:**

[blueprintia.org/projects/greenways-master-plan-implementation/](https://blueprintia.org/projects/greenways-master-plan-implementation/)

**Staff Contact:** Mike Alfano

(850) 219-1075

[Michael.Alfano@Blueprintia.org](mailto:Michael.Alfano@Blueprintia.org)



Implementation of the  
Greenways Master Plan

## Project Highlights

- There are 32 Projects in the Greenways Master Plan (GWMP) totaling 150+ miles.
- This project is funded annually at \$790,000 through 2039, for a total of \$15.8 million.
- Blueprint will also be implementing Greenways Master Plan projects as part of the larger roadway projects such as NE Connector and NE Gateway.
- By the end of 2025, over 70 miles of GWMP projects are anticipated to be initiated by Blueprint, the City, the County, the CRTPA, or private developers.
- The IA Board Prioritized list of Greenways Projects can be found here.

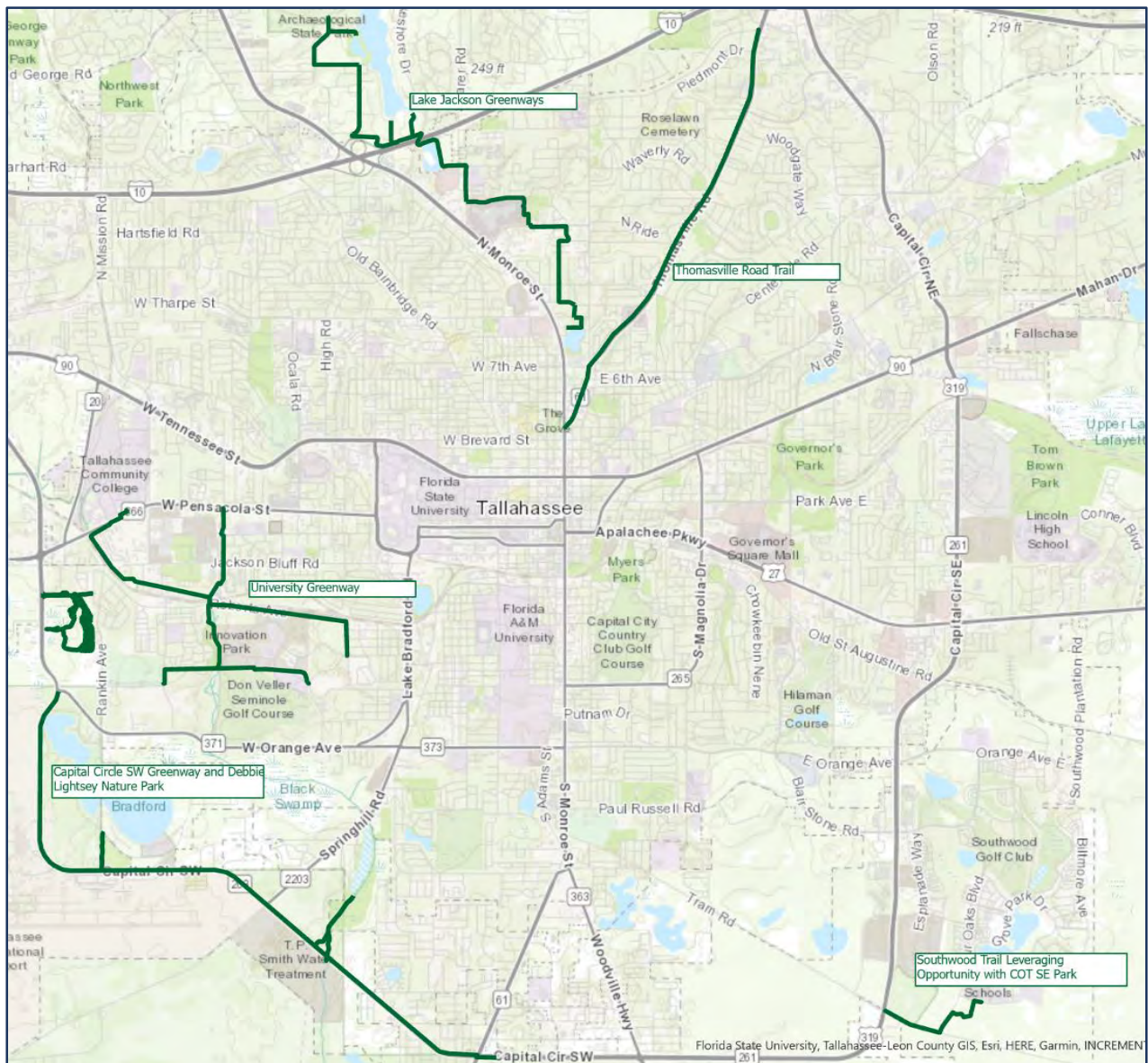
## Current Status

- The five highest ranked GWMP projects are currently underway:
  - University Greenway – A portion of this project is moving forward with the Airport Gateway; a feasibility study for the remainder began in July 2023.
  - Thomasville Road Trail (CRTPA) – A feasibility study was approved for design at the January 31, 2022 CRTPA Board Meeting.
  - Capital Circle SW Greenway and Debbie Lightsey Nature Park – Construction of the park and greenway are complete and a grand opening celebration occurred on October 18, 2023.
  - Lake Jackson & Lake Jackson South Greenways (combined for implementation) – A portion of this project is under construction.
  - Southwood Greenway (COT Managed) – The segment through Four Oaks Park is completed. The segment along Tram Road is in design.
- The FY 2024 Greenways Master Plan Work Program was approved by the IA Board at their September 21, 2023 Regular Meeting.

## Next Steps

- Implementation of the Greenways Master Plan projects will continue as directed by the IA Board.

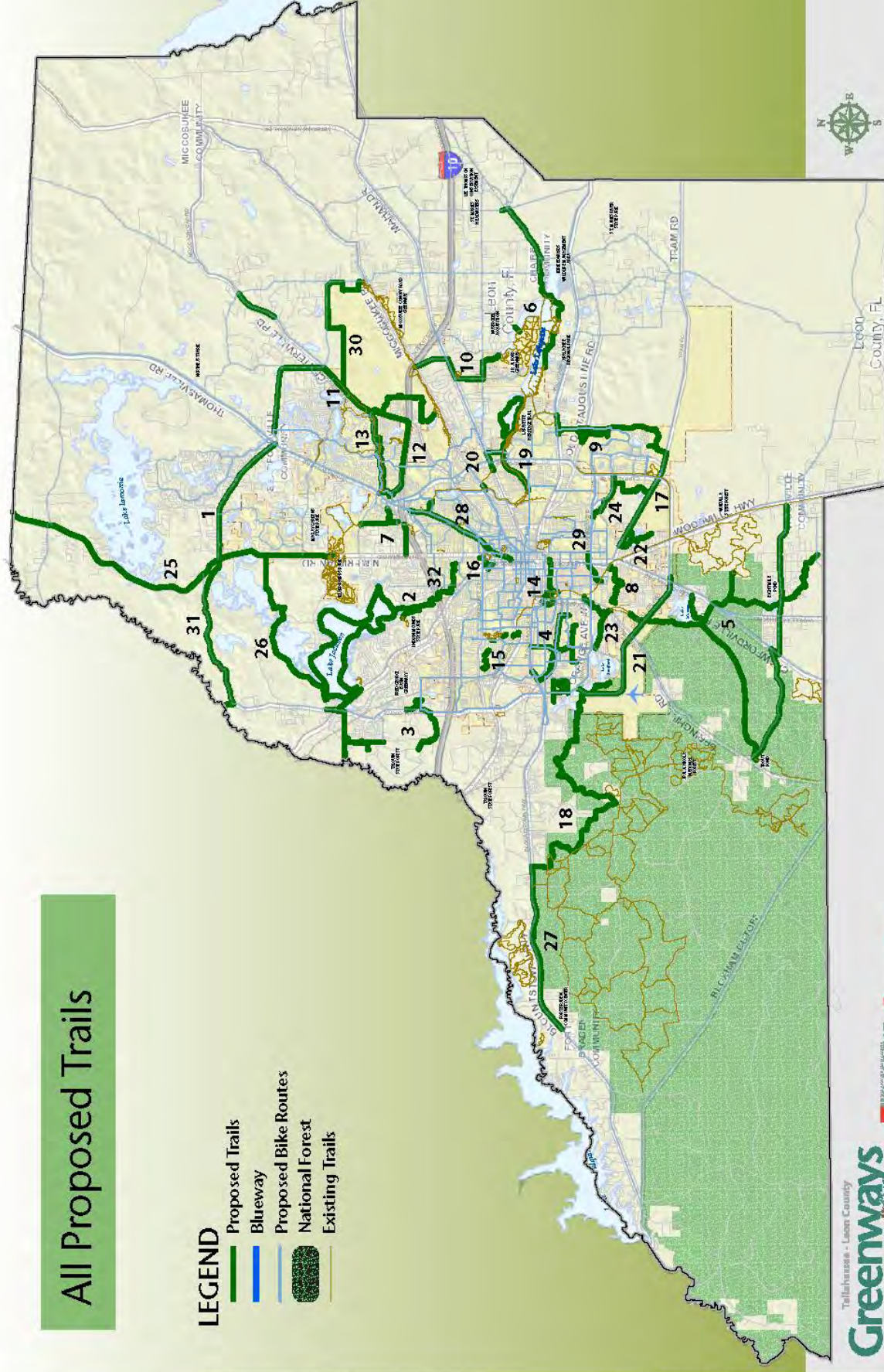
## Map of Greenways Master Plan Projects Prioritized by the IA Board for Implementation



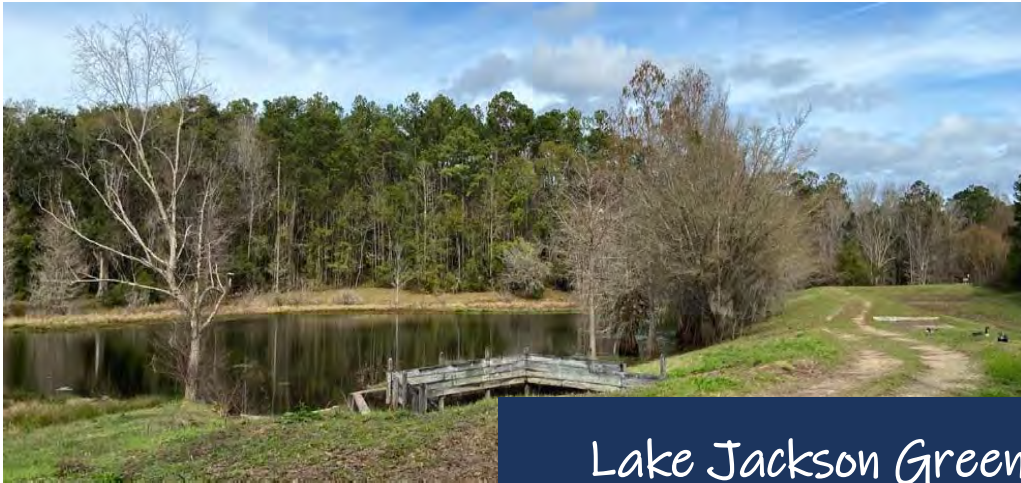


## All Proposed Trails

- LEGEND**
- Proposed Trails
  - Blueway
  - Proposed Bike Routes
  - National Forest
  - Existing Trails







Lake Jackson Greenway

## Project Highlights

- Creates a 5.1-mile connection from Lake Ella to Lake Jackson Mounds Archaeological State Park by providing improvements and improving safety for bicyclists, pedestrians, and other multimodal users, thereby connecting neighborhoods to several existing parks.
- Improvements include:
  - New sidewalks on Pinewood Drive, Glenview Drive and within the recreational trail easement adjacent to the Canterfield Assisted Living Facility
  - Sharrows on multiple streets between Doris Drive and Lake Ella Drive
  - Intersection safety treatments (lighting, crosswalks, rectangular rapid flashing beacons – RRFBs)
  - Wayfinding signage

## Current Status

- Blueprint is procuring construction services for two new six-foot sidewalks connecting Tharpe Street and Glenview Drive.
- The Pinewood Drive sidewalk was completed in fall 2023.
- Permitting is complete for Phase 1 of the project, which will connect from Lake Ella to the Trousdale Aquatics Center.

## Next Steps

- Construction of the two new six-foot sidewalks connecting Tharpe Street and Glenview Drive near the Centerfield Assisted Living Facility will begin in Q1 2024.
- Blueprint will continue to coordinate with outside agencies in order to accomplish project connections in Phase 2.

## Timeline

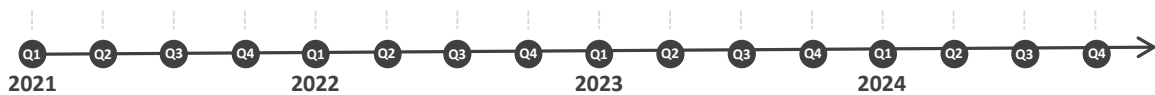
Preliminary Engineering  
Q2 2020 – Q2 2021



Design/Permitting  
Q3 2021 – Q4 2023



Construction  
Q1 2024 – Q3 2024



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Design:** The design phase includes the development of final plans, construction documents and plan specifications.

**Construction:** Construction work will fully implement the final design plans for the Lake Jackson Greenway.

**Q1:** January – March

**Q2:** April – June

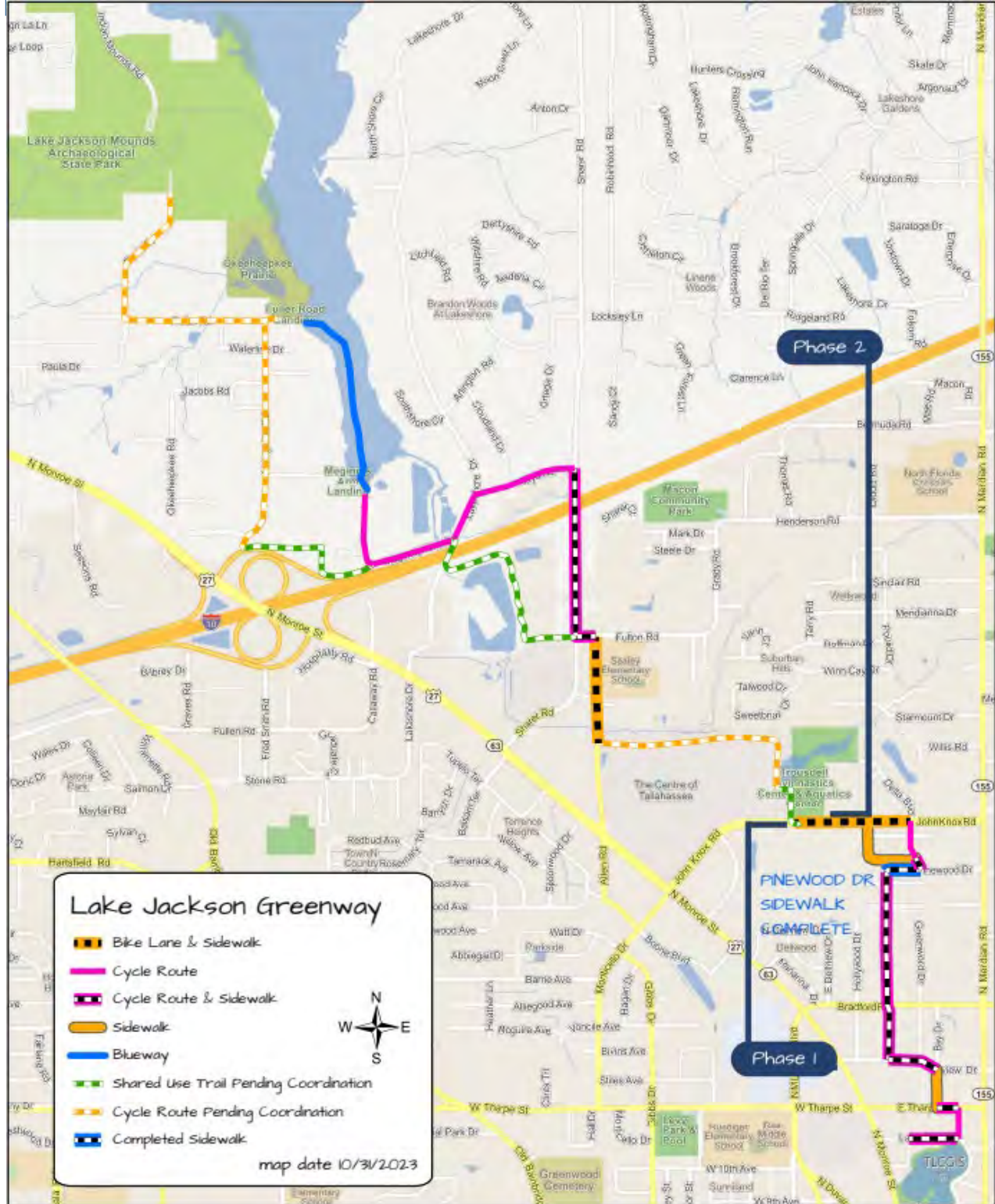
**Q3:** July – September

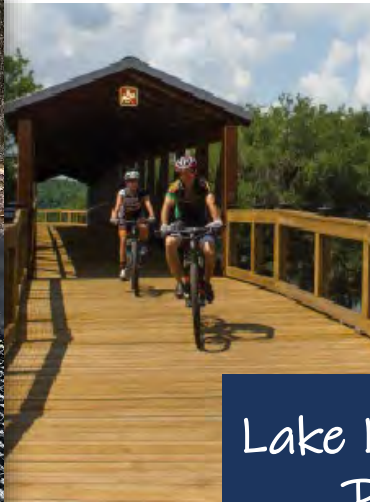
**Q4:** October – December

# BLUEPRINT



## INTERGOVERNMENTAL AGENCY





## Lake Lafayette and St. Marks Regional Linear Park

### Project Highlights

- This project aspires to connect 7,200 acres of public recreation lands east of Capital Circle Southeast.
- The project goal also includes key trail connections to area amenities, including Tom Brown Park, Lafayette Heritage Park, St. Marks Headwaters, and the Apalachee Regional Park.

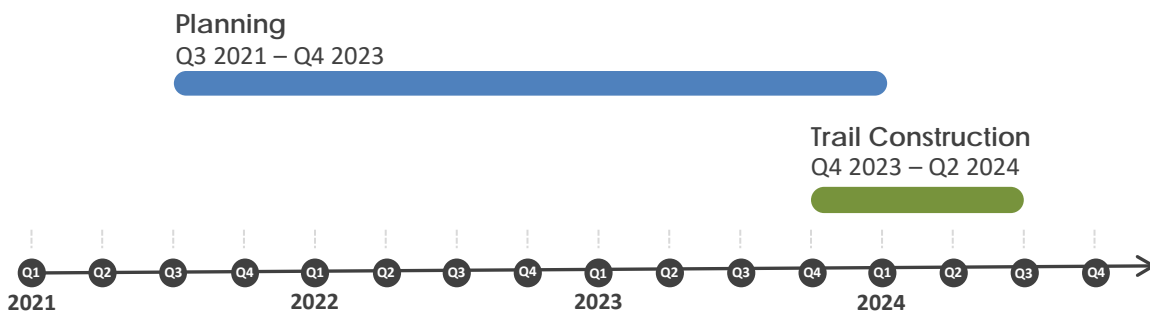
### Current Status

- The Northwest Florida Water Management District (NFWFMD) is undertaking a FEMA Flood Study which includes the Lake Lafayette project area. This study is in the data development phase. More information can be found [here](#).
- At the September 21, 2023 IA Board meeting, the IA Board accepted a status update on the project which incorporated an alternative trail connection along Apalachee Parkway into the project.
- As part of a leveraging opportunity with the Fallschase Development, the Upper Lake Lafayette Trail is being constructed and will connect the Buck Lake corridor to the recreational amenities along Upper Lake Lafayette. Construction began in Q4 2023 and is anticipated to be completed in Q2 2024.

## Next Steps

- Coordination continues with the NFWFMD as they complete the FEMA Flood Study.
- The project will be fully funded in FY 2039.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for project.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

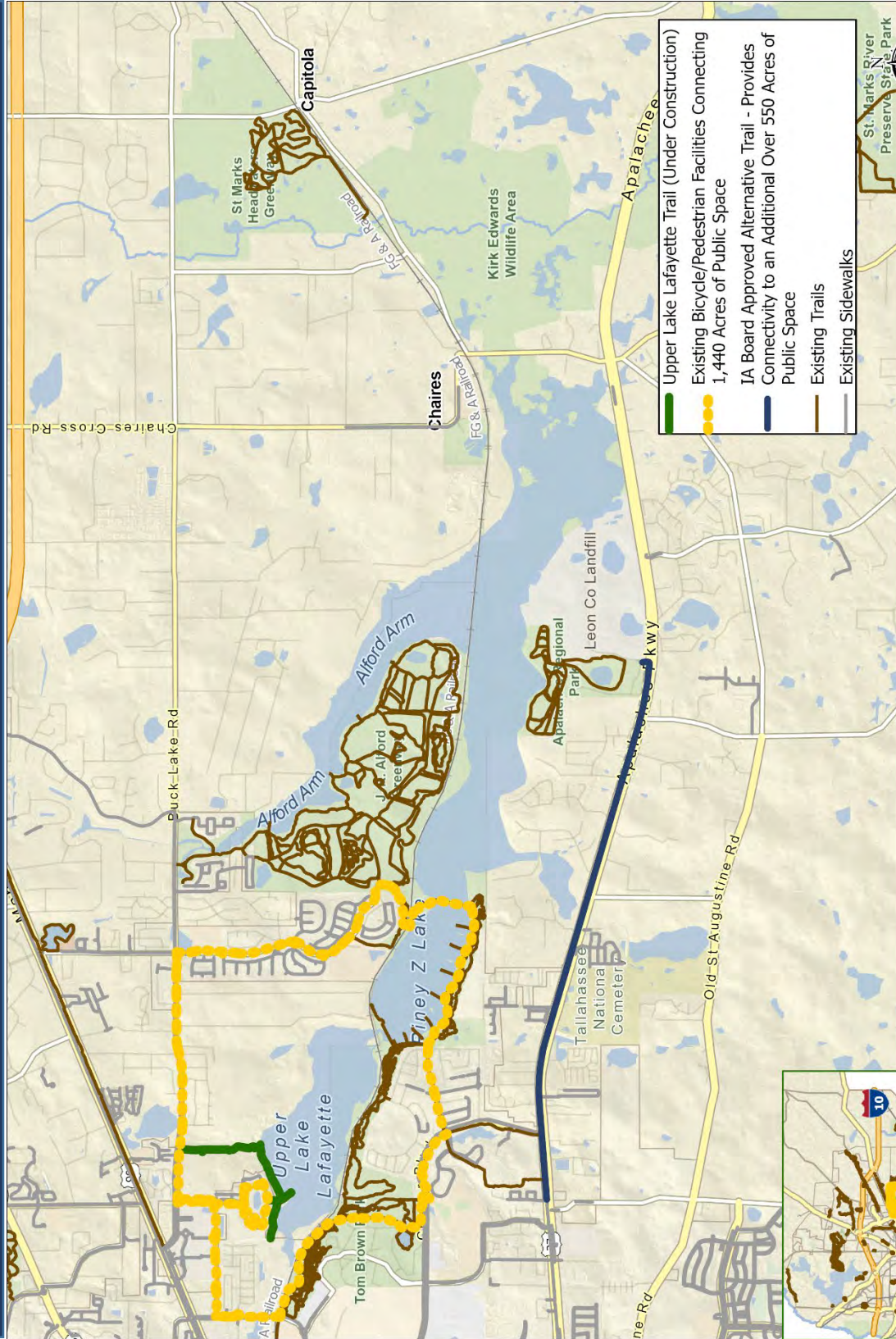
**Construction:** Construction work will fully implement the final design plans for this project.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December



## Lake Lafayette and St. Marks Project Area Connectivity Map

January 22, 2024



Magnolia Drive Trail

## Project Highlights

- The project will construct a new shared-use trail from S. Adams to Apalachee Parkway to provide connectivity and improve safety, as well as underground electric utilities from Chowkeebin Nene to S. Monroe Street, and upgrade sewer utilities from clay to PVC.
- Trail construction is complete from Adams Street to Pontiac Drive.

## Current Status

- Design for Phase 2 (Pontiac to Diamond) is complete and construction is estimated for Q1 2024.
- Design for Phase 3 (Diamond to Apalachee) is 90% complete and right-of-way acquisition is ongoing.

## Next Steps

- Complete design and right-of-way acquisition for Phase 3.

## Timeline

### Right-of-Way Acquisition (Phase III)

Q1 2021 – Q3 2024



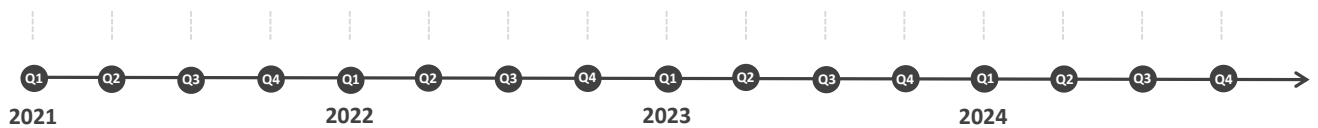
### Construction (Phase I & IV)

Q3 2021 – Q4 2022



### Construction (Phase II)

Q1 2024 – Q4 2025



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**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Magnolia Drive Trail.

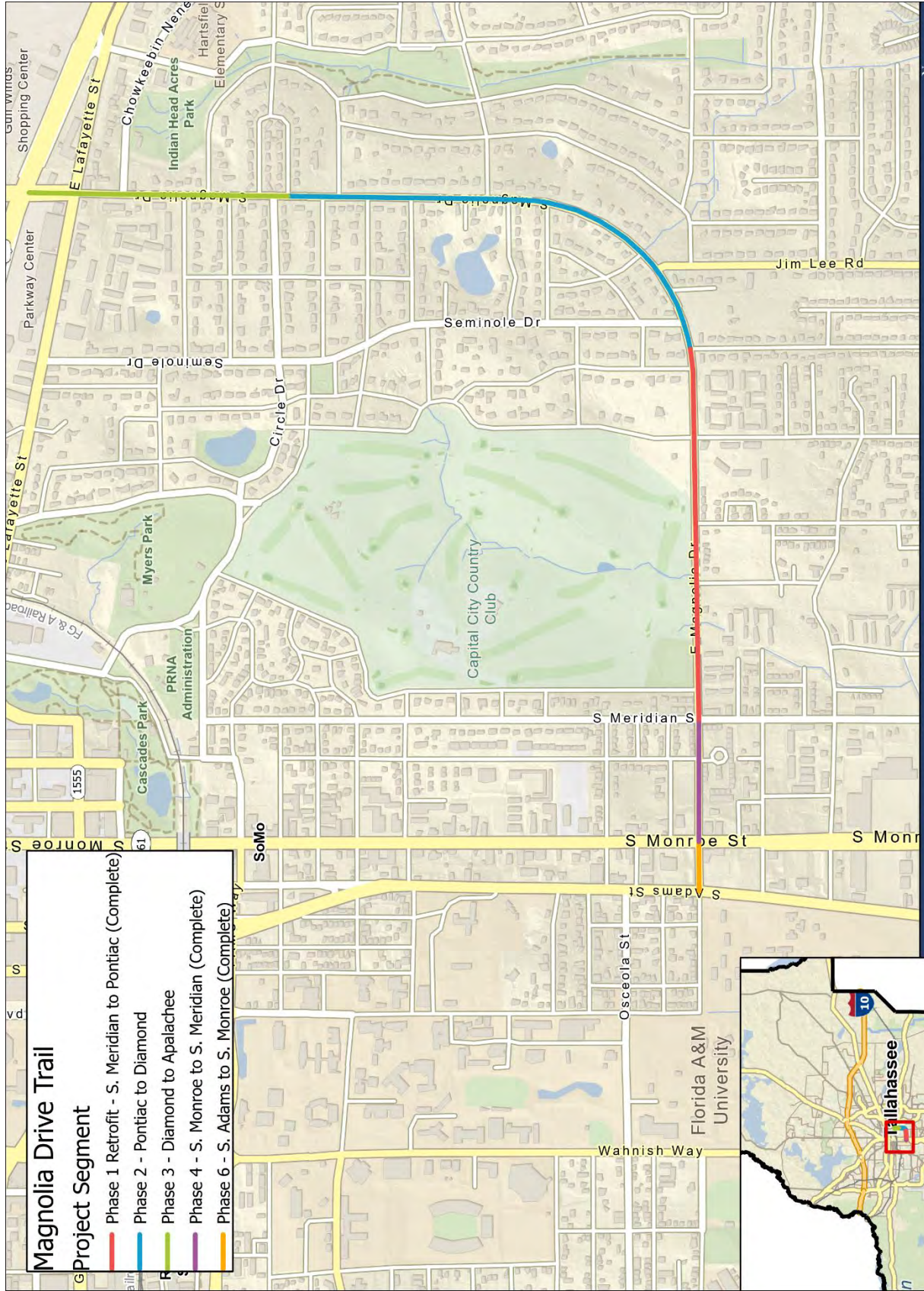
**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December





**Magnolia Drive Trail**

**Project Segment**

- Phase 1 Retrofit - S. Meridian to Pontiac (Complete)
- Phase 2 - Pontiac to Diamond
- Phase 3 - Diamond to Apalachee
- Phase 4 - S. Monroe to S. Meridian (Complete)
- Phase 6 - S. Adams to S. Monroe (Complete)



Magnolia Drive Trail  
Map of Project Phasing



Project Website:

<http://tallahasseemarketdistrict.com/>

Staff Contact: Sue Tanski

(850) 219-1071

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)



Market District Placemaking –  
Park Element

## Project Highlights

- The Market District Placemaking Project consists of two phases; Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- The Market District Park is being designed in coordination with a City of Tallahassee multi-purpose stormwater project. This phase of the Blueprint project will provide an approximately 9-acre community park along Maclay Boulevard and Maclay Commerce Drive.
- Park amenities will include paths for running and walking, a shaded gathering space, a play area, water play elements, open spaces, restrooms, and pickleball courts.

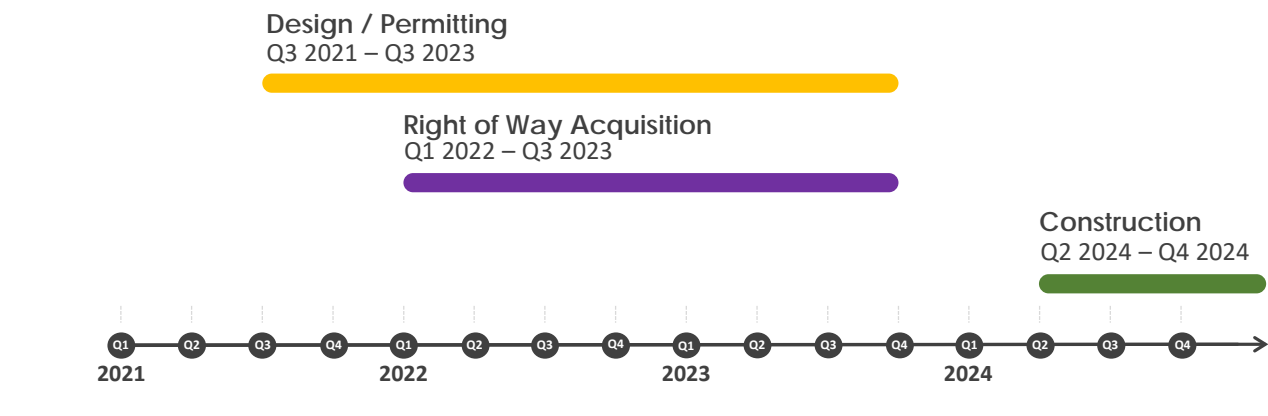
## Current Status

- Final design of the Park is complete.
- Coordination with adjacent property owners to secure parking lot interconnections is ongoing.
- At the May 11, 2023, the IA Board authorized Blueprint to advertise and award, pursuant to Blueprint's Procurement Policy, construction services for the Market District Placemaking Project.

## Next Steps

- Invitation for bids will be released in Q1 2024.
- Construction of the park is anticipated to start in Q2 2024.

## Park Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** Design work includes the development of detailed design plans, quantities, and specifications, for the Market District Park and conceptual amenities, as well as acquiring all required permits for construction. Design also includes preparing construction cost estimates at 60%, 90% and final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Market District Park.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



TALLAHASSEE MARKET DISTRICT PARK

2023/04/12

Hargreaves Jones

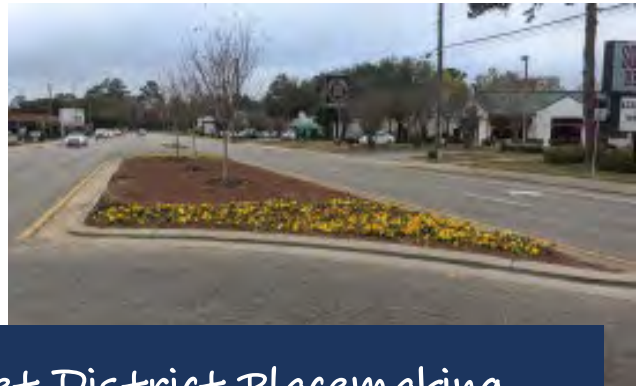
**Project Website:**

<http://tallahassee marketdistrict.com/>

**Staff Contact:** Sue Tanski or Mike Alfano  
(850) 219-1060

[Susan.Tanski@Blueprintia.org](mailto:Susan.Tanski@Blueprintia.org)

[Michael.Alfano@Blueprintia.org](mailto:Michael.Alfano@Blueprintia.org)



## Market District Placemaking – Pedestrian Safety & Connectivity

### Project Highlights

- The Market District Placemaking Project consists of two phases. Phase 1 is implementation of the Market District Park, and Phase 2 is implementation of pedestrian safety and connectivity improvements throughout the Market District.
- Phase 2 is planned to provide the following pedestrian safety and connectivity improvements throughout Market District:
  - Maclay Rd. 8-foot wide pedestrian and cycling facility,
  - Streetscaping & enhanced lighting at Market St. & Maclay Blvd., and
  - Intersection improvements at Timberlane Rd. & Martin Hurst Rd.

### Current Status

- Streetscaping improvements along Market Street and Maclay Boulevard, including landscaping and pedestrian safety enhancements, are in design.
- Components of the Placemaking improvements have been completed; to date, Blueprint has installed a landscaped median on Timberlane Road, and the Planning Department and City Undergrounds Utilities and Public Infrastructure collaborated to install new wayfinding signage.
- The IA Board authorized Blueprint to procure construction services for the remaining improvements at the May 11, 2023 meeting.

## Next Steps

- Blueprint is evaluating the feasibility of a roundabout at Market Street and Maclay Boulevard.
- Streetscaping improvements along Market Street and Maclay Boulevard may be constructed in coordination with planned City roadway improvements in 2024.

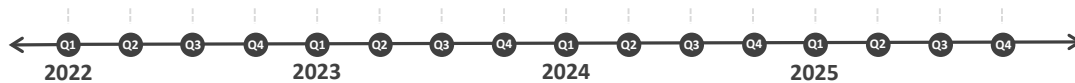
## Pedestrian Safety & Connectivity Timeline

Planning / Pre-Engineering  
Q3 2021 – Q1 2023

Design / Permitting  
Q3 2023 – Q2 2024

Right of Way Acquisition  
Q3 2023 – Q2 2024

Construction  
Q3 2024 – Q4 2026



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Blueprint will analyze potential pedestrian safety improvements and determine the feasibility of connectivity options in the Market District. Planning work will also include developing initial cost estimates for potential improvements and prioritizing implementation. Input from stakeholders and community members will be taken into account prior to entering into design work.

This phase also includes coordination with the CRTPA on their Thomasville Road Greenway feasibility study, which is determining the potential to connect the trail from Thomasville Road through the Market District to Maclay Road.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for pedestrian safety and connectivity improvements in the Market District.

**Q1:** January – March

**Q2:** April – June

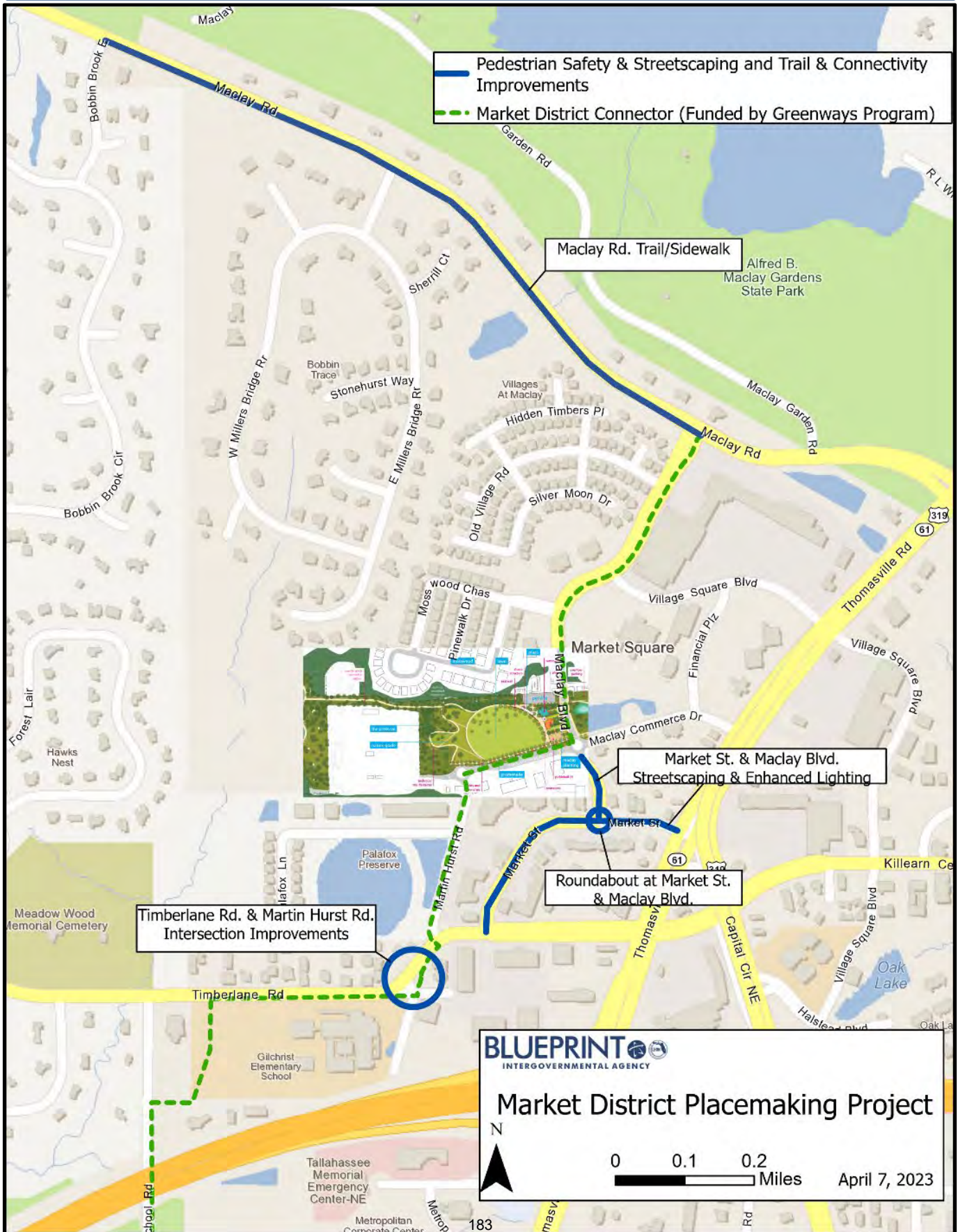
**Q3:** July – September

**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY





## Midtown Placemaking

### Project Highlights

- The Midtown Placemaking Project provides funding to implement the Midtown Placemaking Action Plan.
- Potential improvements include streetscaping on Thomasville Road from 7th Ave to North Monroe Street and from Grape Street to Post Street, streetscaping on North Monroe Street from 1st Ave to Tharpe Street, and intersection improvements at 5-points.
- The Capital Region Transportation Planning Agency (CRTPA) has developed a Midtown Area Transportation Plan, which provides recommended concepts for streetscaping, safety, and resiliency improvements for Midtown.
- At their December 10, 2020 meeting, the IA Board directed staff to procure design services for improvements on Thomasville Road from N. Monroe Street to 7th Avenue, in order to move forward with implementing the community preferred option in the Midtown Area Transportation Plan for this first segment of Midtown improvements (see page 41 of linked report document).
- The IA Board has approved the allocation of \$5,000,000 in capital funding in FY 2021 and FY 2022 for this project.

### Current Status

- Blueprint has entered into an MOU for a leveraging opportunity with a FDOT resurfacing project for Thomasville Road, from N. Monroe to 9<sup>th</sup> Ave. The goal of this opportunity will be to leverage design services for portions of the Blueprint project improvements, as part of the resurfacing project.
- Blueprint is coordinating with the Midtown Stakeholders Committee.



# Next Steps

- Blueprint will continue to pursue the leveraging opportunities with FDOT for completion of all project phases on state roadways.

# Timeline

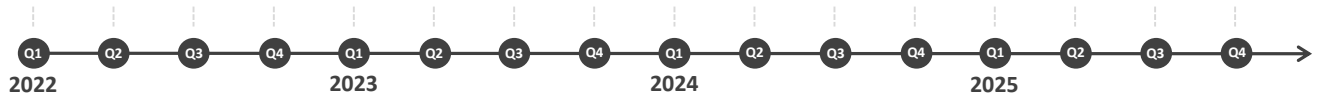
**Planning/Pre-Engineering**  
Q3 2021 – Q2 2022



**Design**  
Q3 2022 – Q4 2024\*



**Construction**  
Q1 2025 – Q2 2026\*



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Concept development for the Thomasville Road improvements from 7th Avenue to Monroe Street was undertaken by the CRTPA. Remaining planning efforts include finalizing procurement documents for engineering and design services.

**Design:** Design work will include further traffic analysis for this project segment and development of final plans and construction documents for streetscaping improvements along Thomasville Road from North Monroe to 7th Ave.

**Construction:** Construction will include the implementation of final design plans for the Midtown Placemaking Project element of Thomasville Road streetscaping from North Monroe to 7th Ave.

\*Design and Construction to be coordinated with FDOT, and is subject to change.

**Q1:** January – March

**Q2:** April – June

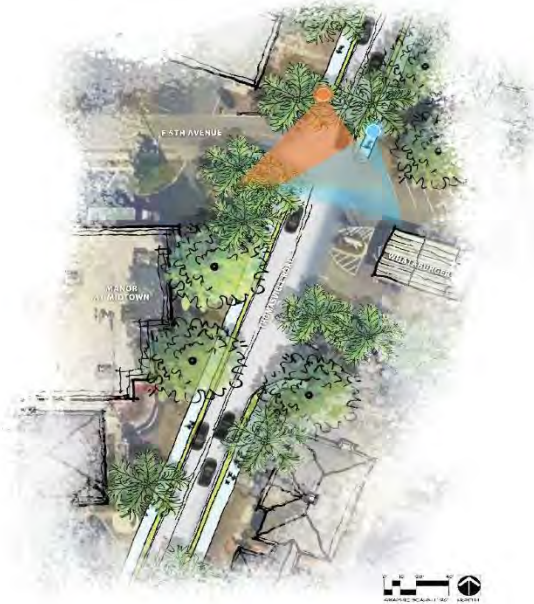
**Q3:** July – September

**Q4:** October – December



## Recommendations

### Thomasville Road South – Long Term



#### THOMASVILLE ROAD SOUTH

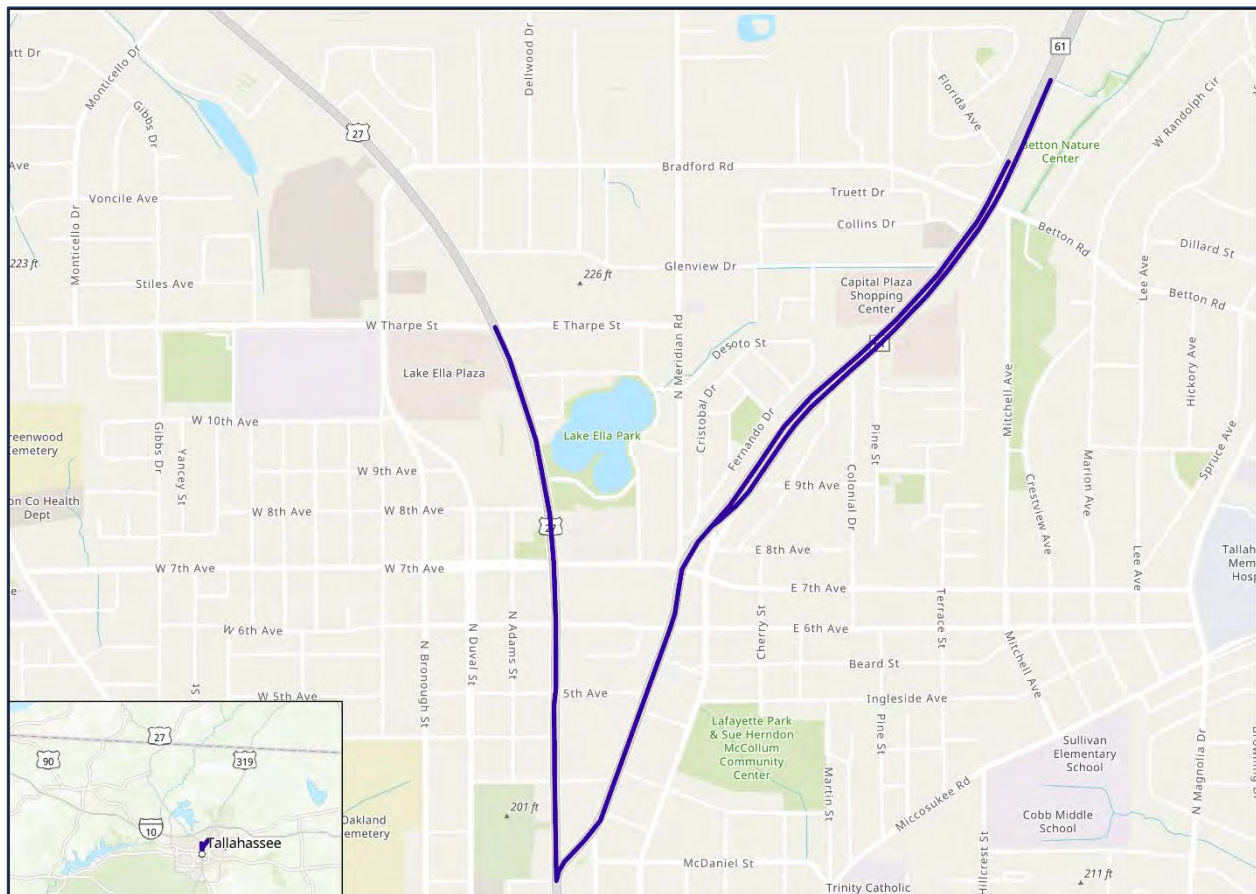
ADDITIONAL SPACE DEDICATED TO BOTH THE EAST AND WEST SIDE OF THE CORRIDOR FOR WIDER SIDEWALKS AND LANDSCAPED BUFFERS

##### PROPOSED IMPROVEMENTS

- INCLUDES TWO 10' BI-DIRECTIONAL TRAVEL LANES (REMOVAL OF 10' CENTER TURN LANE)
  - REMOVAL OF THE CENTER TURN LANE MAY ADD FRICTION ALONG THE ROADWAY, RESULTING IN SLOWER TRAFFIC AND A MORE WALKABLE, BIKEABLE ENVIRONMENT ON THOMASVILLE ROAD SOUTH
  - ADDITIONAL SPACE GAINED BY ELIMINATING THE CENTER TURN LANE
- WIDE SIDEWALK ON BOTH THE EAST AND WEST SIDES OF THE CORRIDOR ALLOWING FOR BI-DIRECTIONAL MOVEMENT BY PEDESTRIANS AND BICYCLISTS
- LARGER LANDSCAPE BUFFER ON THE EAST SIDE OF THE CORRIDOR TO HELP CREATE A SAFER AND SEPARATED FEEL FOR PEDESTRIANS AND BICYCLISTS USING THE SHARED-USE PATH
- UNDERGROUND UTILITIES

##### EXISTING TYPICAL SECTION

- THREE 10' LANES (TWO BI-DIRECTIONAL TRAVEL LANES AND A CENTER TURN LANE)
- 2' GRASS STRIP ON BOTH SIDES OF THE CORRIDOR
- 5' SIDEWALK ON BOTH SIDES OF THE CORRIDOR





*Monroe-Adams Corridor Placemaking*

## Project Highlights

- Creates safe, comfortable streets for pedestrians, transit users and cyclists along the Monroe-Adams corridor.
- Builds upon and addresses the goals of the Monroe Adams Action Plan, adopted in 2011, which includes improving the appearance, comfort, and safety of public streets.
- Five streets connecting the Monroe Street and Adams Street corridors will be improved: Harrison Street, Pershing Street, Jennings Street, Perkins Street and Kestner Street.
- Concepts are based on the goals of the Action Plan, the results of technical analyses, and public engagement with stakeholders include Florida A&M University, surrounding communities, and area businesses.

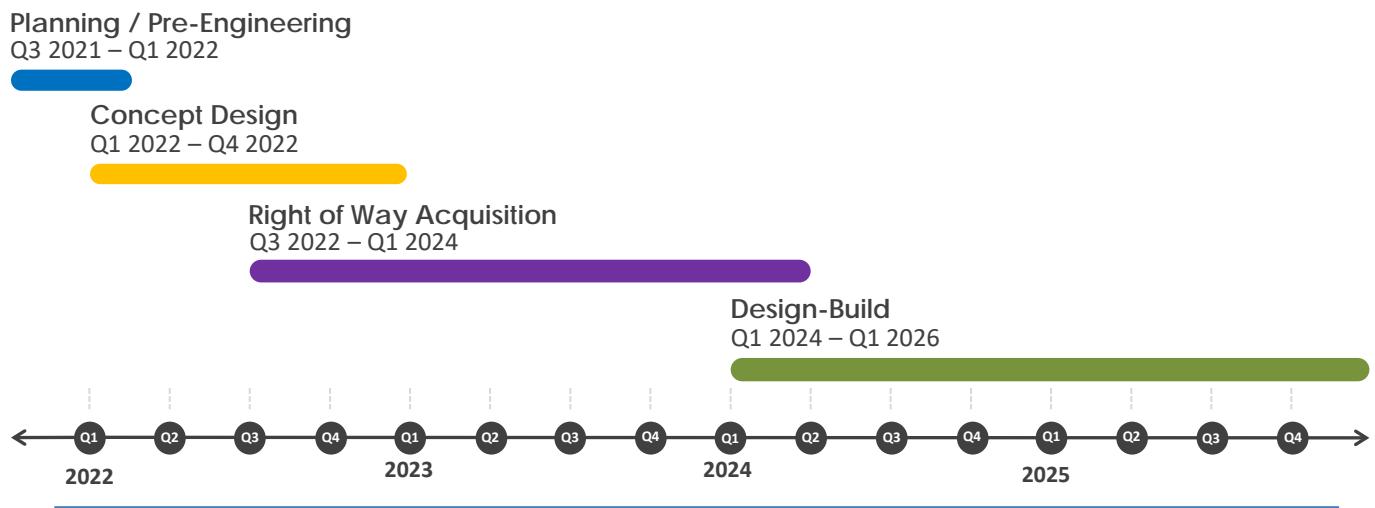
## Current Status

- As a part of a leveraging opportunity, Blueprint contributed \$87,000 for enhanced crosswalks along South Monroe from Harrison Street to Kestner Street, as part of a \$2.57 million FDOT resurfacing project, which completed construction in 2021.
- At the May 19, 2022 meeting, the IA Board authorized construction of the proposed streetscaping enhancements through a design-build contract. The IA Board also authorized Blueprint to enter into a Joint Project Agreement with the City of Tallahassee Electric Department to move existing overhead electric underground.
- Blueprint is seeking easements for electric utility undergrounding from property owners.

## Next Steps

- Electric utility work will commence prior to the initiation of roadway work.
- Blueprint will continue discussions with local property owners in order to minimize the impacts of construction to the greatest extent possible.
- Procurement of design-build services is anticipated for Q1 2024

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Planning/Pre-Engineering includes survey work and development of 30% design plans, typically referred to as concept development.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right-of-Way Acquisition:** This phase will include efforts to acquire any additional right of way needed to complete the project. Should any right of way acquisitions be required, they will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for total project completion.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

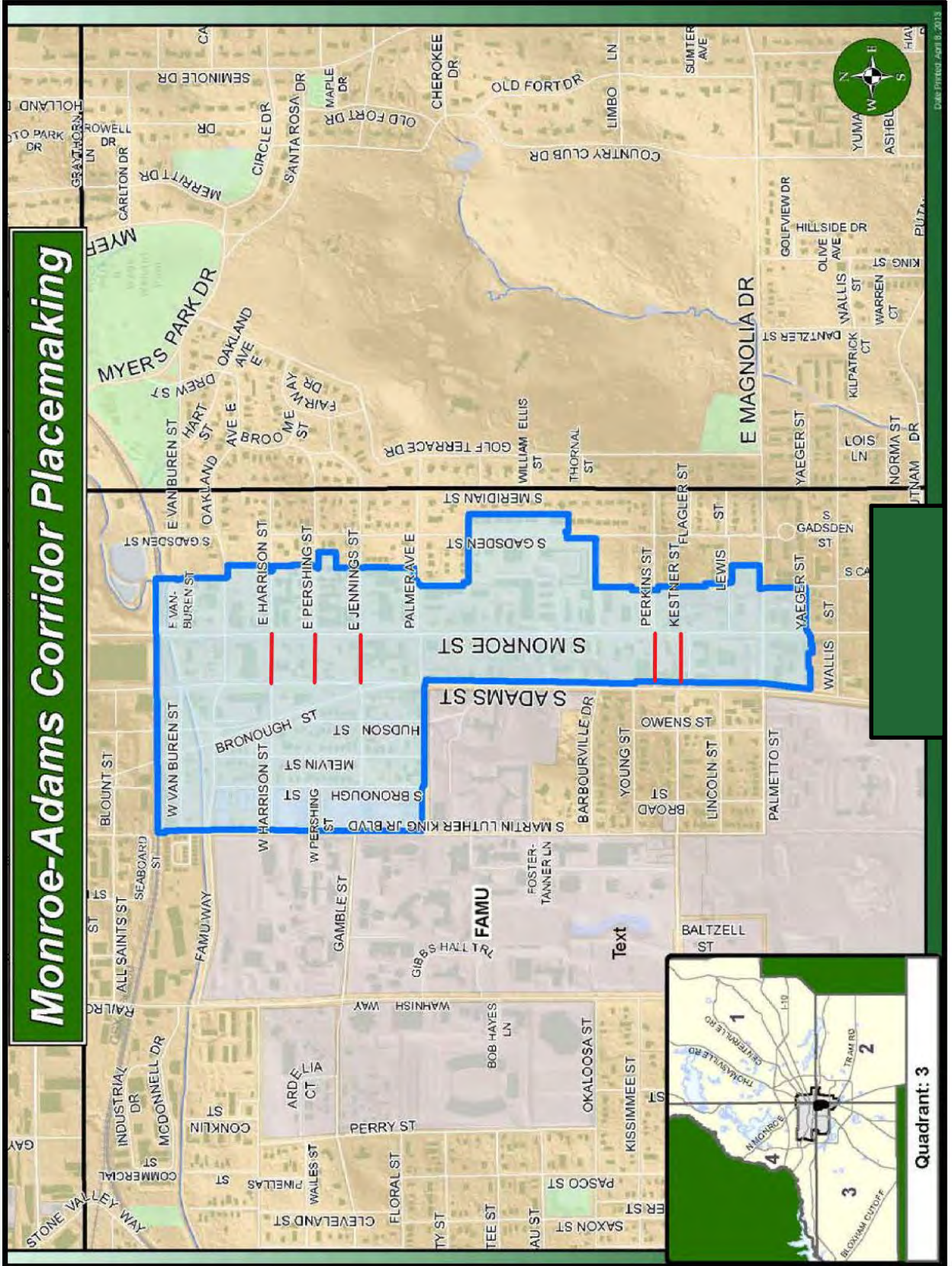
**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Monroe-Adams Corridor Placemaking



Quadrant: 3

**Project Website:**

[blueprintia.org/projects/north-monroe-gateway/](http://blueprintia.org/projects/north-monroe-gateway/)

**Staff Contact:** Eric Mason | (850) 219-1085  
[Eric.Mason@blueprintia.org](mailto:Eric.Mason@blueprintia.org)



North Monroe Gateway

## Project Highlights

- The North Monroe Gateway Project will provide funding to develop gateway enhancements for North Monroe Street from I-10 to 7th Avenue.
- Project improvements may include:
  - Signage and art
  - Landscaping
  - Crosswalks and other pedestrian safety enhancements

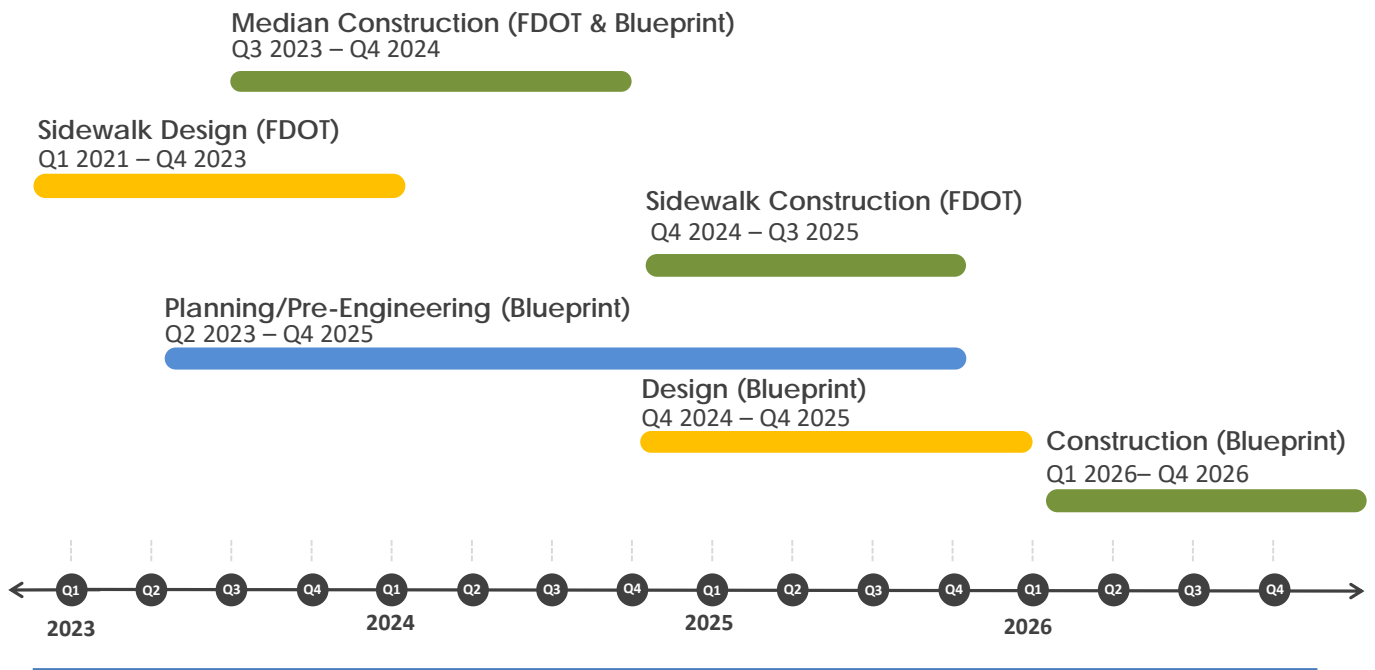
## Current Status

- Since 2014, Blueprint has been collaborating with FDOT on improvements to the North Monroe corridor, with an over \$18 million total investment from FDOT, including:
  - Over \$10.3 million in previous enhancements, with the majority of investment supporting the Blueprint project goals.
  - A \$1.46 million project to install enhanced landscaped medians (renderings on the following page) between Allen Road and Lakeshore Drive. This project began construction in September 2023.
  - A \$6.28 million sidewalk project from John Knox Road to Lakeshore Drive. This project is anticipated for construction in late 2024.
- In September 2023, Blueprint was awarded a \$25,000 Knight Foundation grant to enhance the transit experience on the North Monroe Gateway.
- In November 2023, Blueprint was awarded a FDOT Beautification Grant of approximately \$93,100 for additional enhanced landscaped medians between John Knox Road and Allen Road. Design is underway.

# Next Steps

- Continued coordination with FDOT on corridor improvements and leveraging opportunities.
- At the September 21, 2023 meeting, the IA Board directed staff to bring back an agenda item initiating the substantial amendment process to extend the project area north of I-10 to Fred George Road.
- Design of the additional medians is anticipated to be completed in late Q1 2024, with construction anticipated to begin in Q3 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning/Pre-Engineering:** Planning/Pre-Engineering includes survey work and development of 30% design plans, typically referred to as concept development.

**Design:** Design work will include developing detailed design plans and construction documents for improvements identified as feasible in the Planning phase. Input from stakeholders and community members will be taken into account for final design.

**Right-of-Way Acquisition:** This phase will include efforts to acquire any additional right of way needed to complete the project. Should any right of way acquisitions be required, they will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for total project completion.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

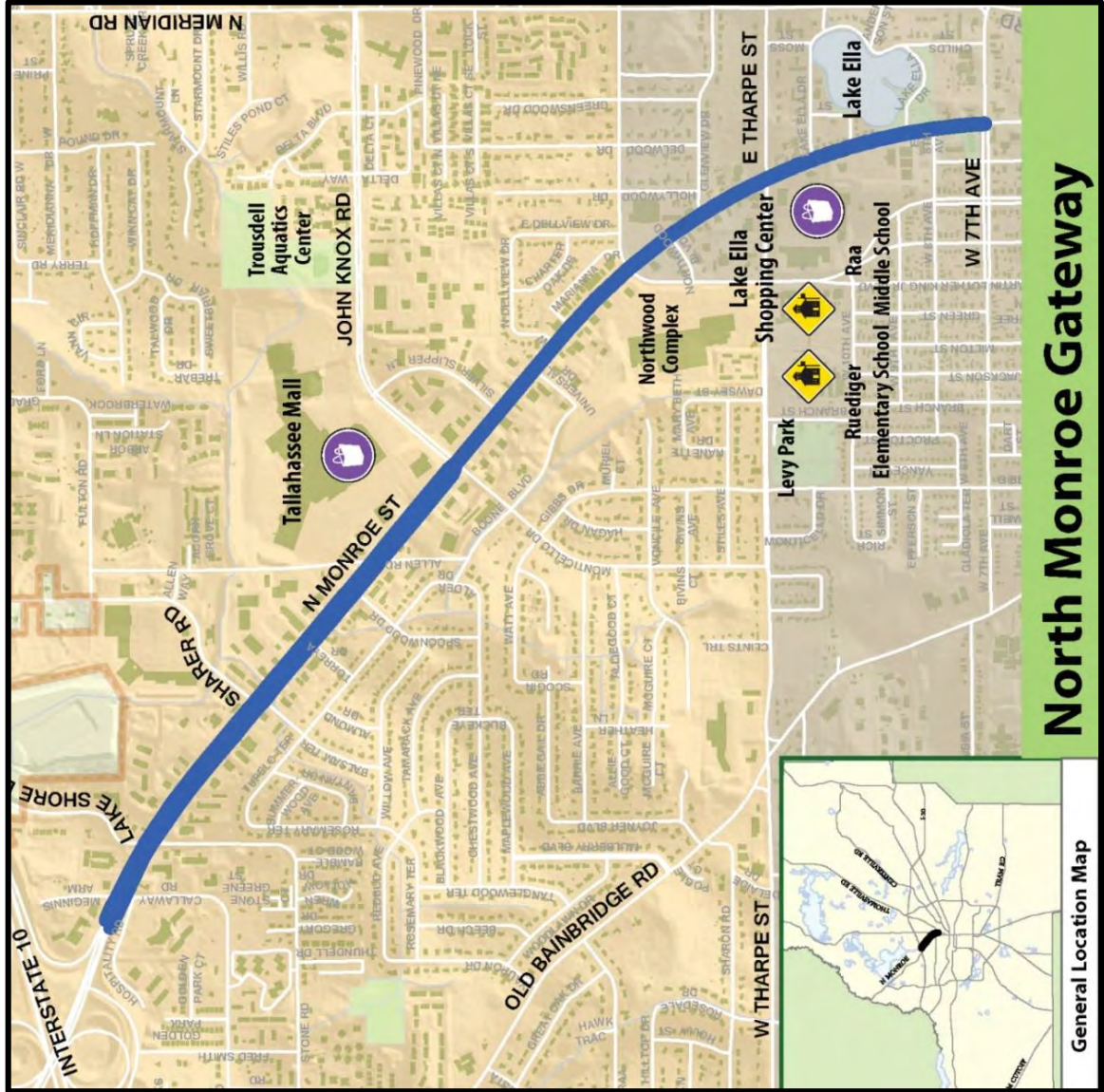
**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Conceptual Renderings of Enhanced Median Landscaping



## North Monroe Gateway

General Location Map





*Northeast Corridor Connector: Bannerman Road & Meridian Greenway*

## Project Highlights

- Enhances the Bannerman Road corridor by widening to four lanes from Quail Common Drive to Preservation Road along with adding a median to accommodate turn lanes from Quail Common Drive to Meridian Road.
- Improvements also include new multimodal facilities along Bannerman Road to improve accessibility and safety for people walking and biking, two neighborhood sidewalk projects along Tekesta Drive and northern Bull Headley Road, the Meridian Greenway feasibility study, and construction of the Orchard Pond Trail Extension.

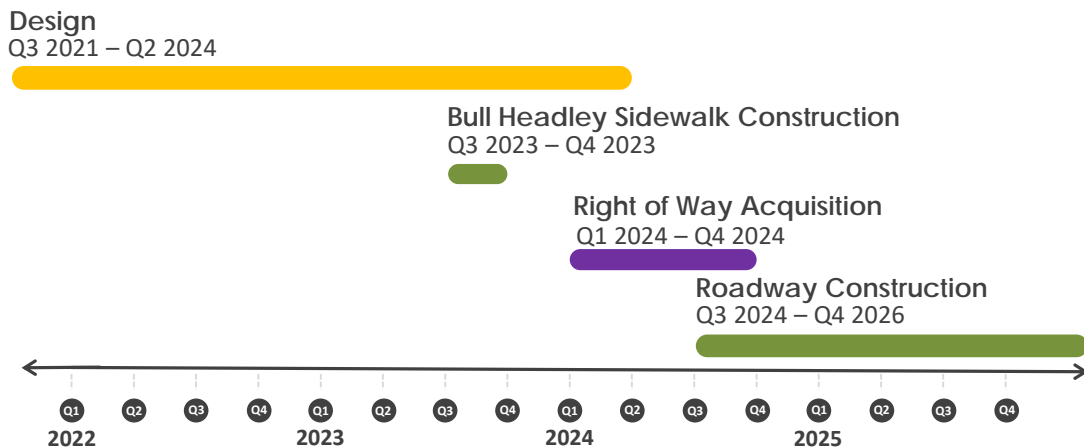
## Current Status

- Design began in February 2022 for the Bannerman Road corridor improvements, Tekesta Drive and Bull Headley Road sidewalks, and Orchard Pond Greenway, as well as a feasibility study for the Meridian Greenway.
- The Bull Headley sidewalk project, which constructed a new sidewalk from Chadwick Way to the boat landing including a pedestrian crossing, was completed in fall 2023.
- The Meridian Greenway Feasibility Study was completed in summer 2023.

## Next Steps

- Right-of-way acquisition for the Bannerman Road improvements is expected to begin in Q1 2024.
- Design for the Bannerman Road improvements is expected to be complete in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Northeast Corridor Connector. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Corridor Connector. Sidewalk projects are expected to be constructed in 2023 ahead of the Bannerman Road improvements.

**Q1:** January – March

**Q2:** April – June

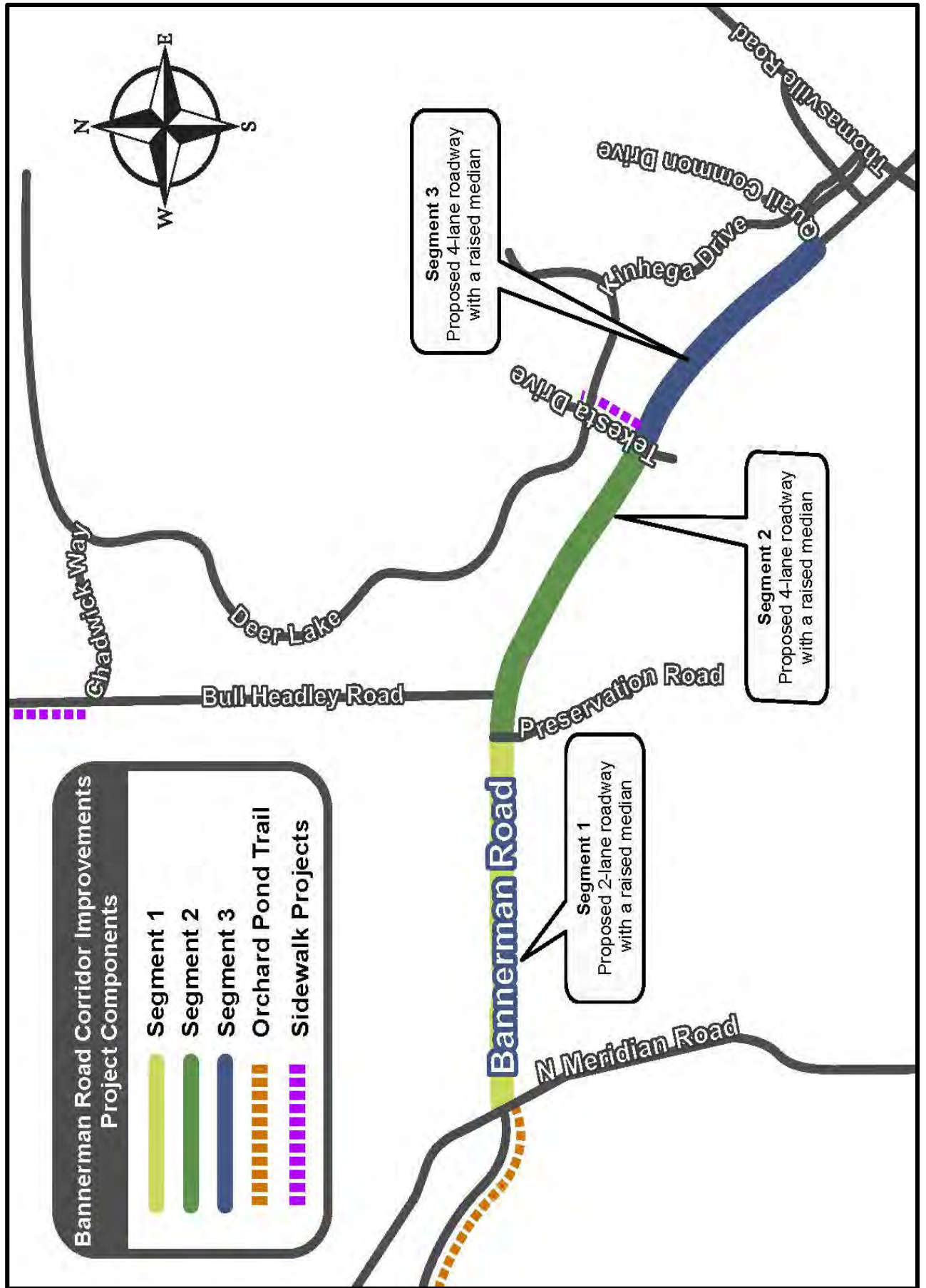
**Q3:** July – September

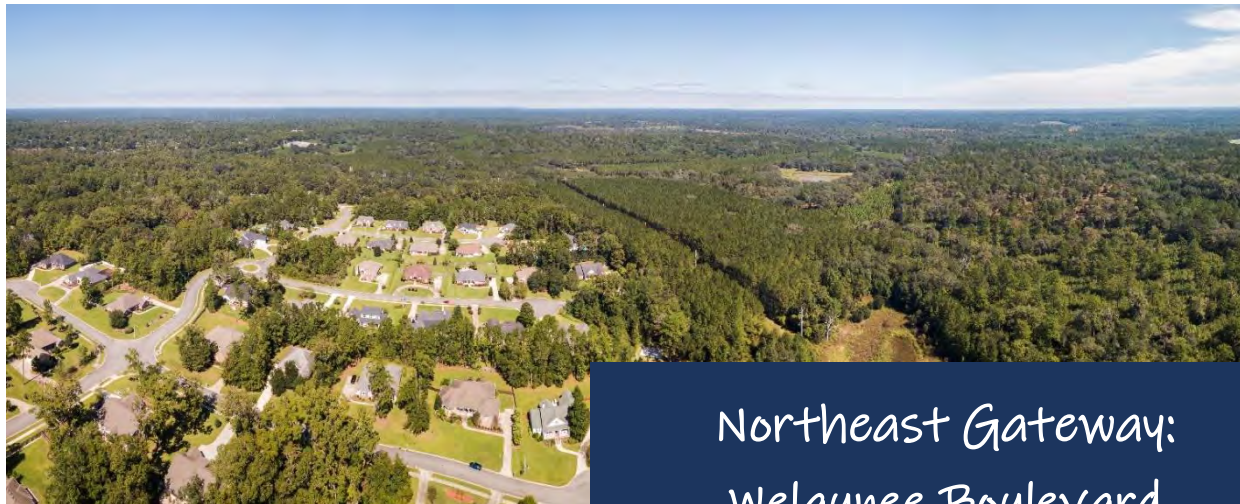
**Q4:** October – December

# BLUEPRINT



INTERGOVERNMENTAL AGENCY





## Northeast Gateway: Welaunee Boulevard

### Project Highlights

- Project goals are to improve regional mobility, enhance connectivity, and protect canopy roads by reducing transportation pressures on surrounding roadways.
- The project will extend Welaunee Boulevard to Roberts Road, and create a two-lane extension of Shamrock Street to Welaunee Boulevard, creating a new gateway into northeast Tallahassee-Leon County.
- The 8-mile Welaunee Greenway will connect to the existing Miccosukee Greenway creating a 17-mile loop.
- The project was awarded a \$1.5 million Transportation Regional Incentive Program (TRIP) grant from FDOT in FY 2023 for the design phase, and a \$2.5 million TRIP grant for the construction phase, to be funded in FY 2025.

### Current Status

- Final design for Phase 1 is complete and Phase 2 is underway.
- Construction on Phase I began on November 6, 2023 and will last 2.5 years. A groundbreaking event was held on December 5, 2023.
- The project leverages a State of Florida Department of Transportation State Infrastructure Bank (SIB) loan for \$25.5 million, which provides a lower cost option vs. bonding this same amount.
- Project coordination with local agencies, FDOT, and property owners continues.
- Acquisition of the Welaunee Greenway<sup>196</sup> is complete.

# Next Steps

- Right-of-Way acquisition for Phase 2 is ongoing.

## Timeline

**Roadway Design**  
Q3 2021 – Q1 2024

**Right of Way Acquisition**  
Q3 2021 – Q4 2024

**Construction**  
Q4 2023 – Q2 2027



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the NE Gateway roadways and associated facilities (stormwater, multimodal facilities, etc.) as well as design of the Welaunee Greenway and trailheads. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida State Statutes.

**Construction:** Construction work will fully implement the final design plans for the Northeast Gateway.

**Q1:** January – March

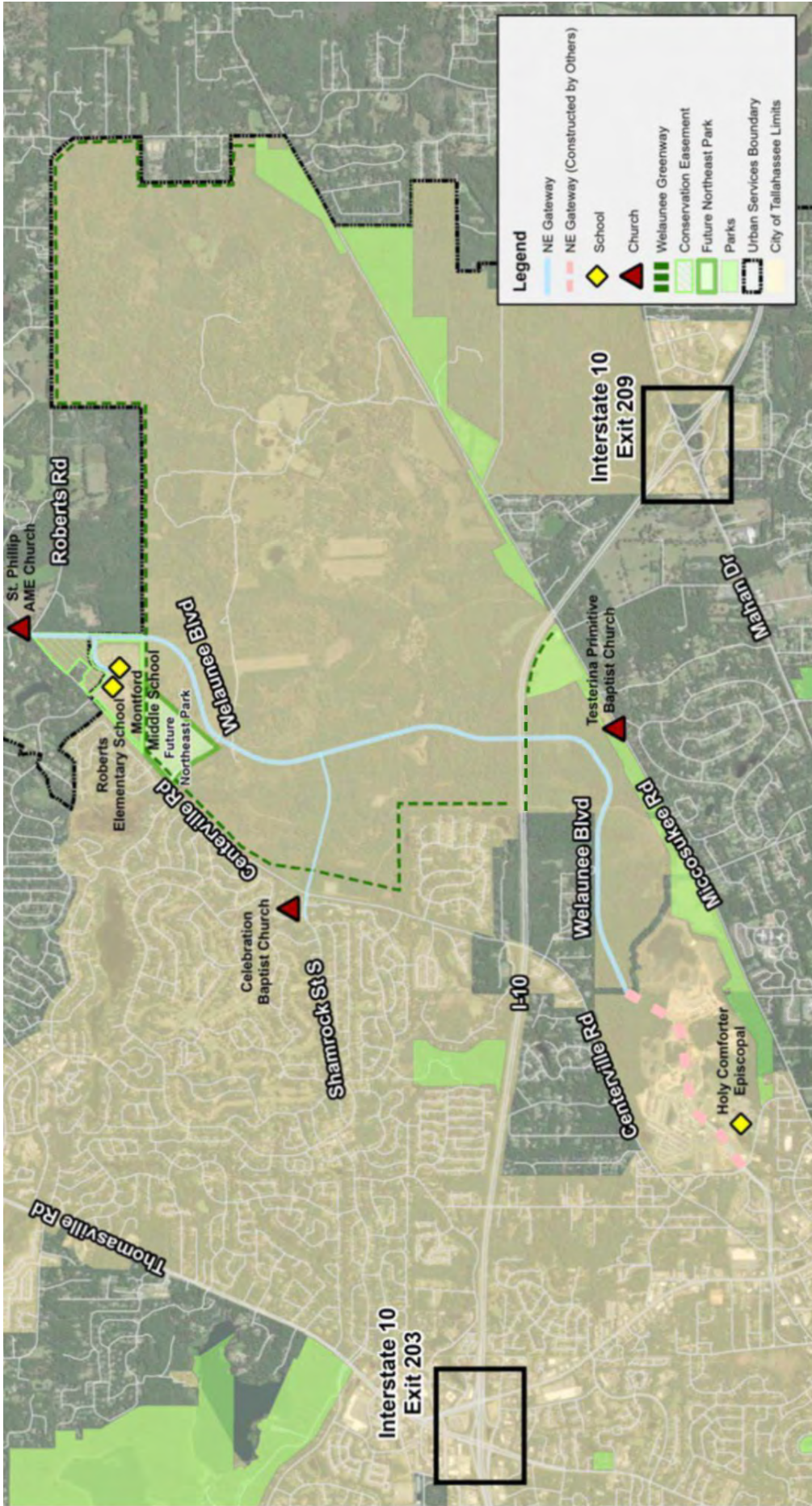
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY





Northeast Park

## Project Highlights

- The project provides for the creation of a park in Northeast Tallahassee, located on Centerville Road adjacent to the Montford Middle and Roberts Elementary Schools.
- As an “area park,” it will serve the needs of the unincorporated portions of NE Leon County and multiple neighborhoods.
- A mixture of active and passive uses are envisioned for this 50-acre Leon County park.

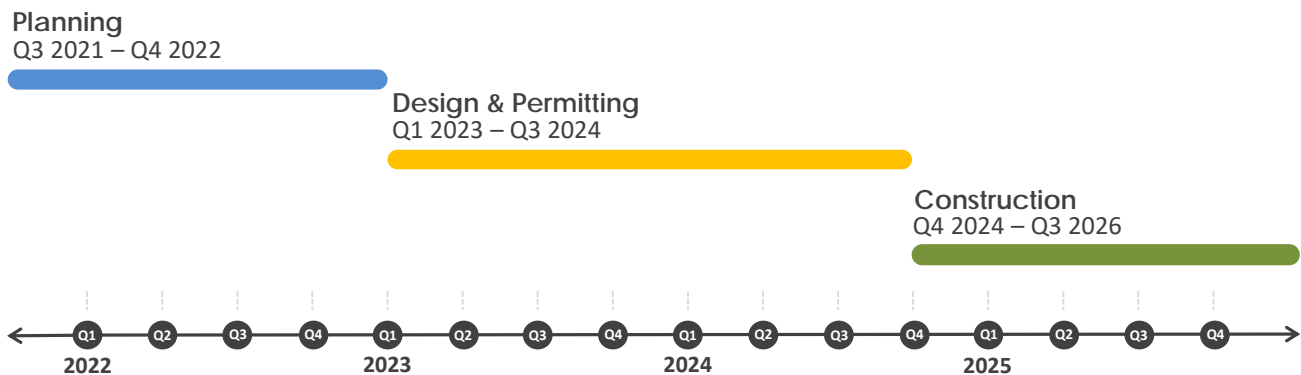
## Current Status

- The purchase of the 50-acre park space closed on October 18, 2022.
- Blueprint engaged with residents surrounding Northeast Park through an online survey, mailers, and an open house.
- A Facilities Needs Assessment was completed in March 2023, and is available on the project webpage ([linked here](#)).
- At their August 24<sup>th</sup> 2023 meeting, the IA Board approved the conceptual design.

## Next Steps

- Design will be completed in Q3 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Planning:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for Northeast Park and associated facilities.

**Construction:** Construction work will fully implement the final design plans for Northeast Park. Construction activities will involve procurement and actual groundbreaking may occur in the following quarter.

**Q1:** January – March

**Q2:** April – June

**Q3:** July – September

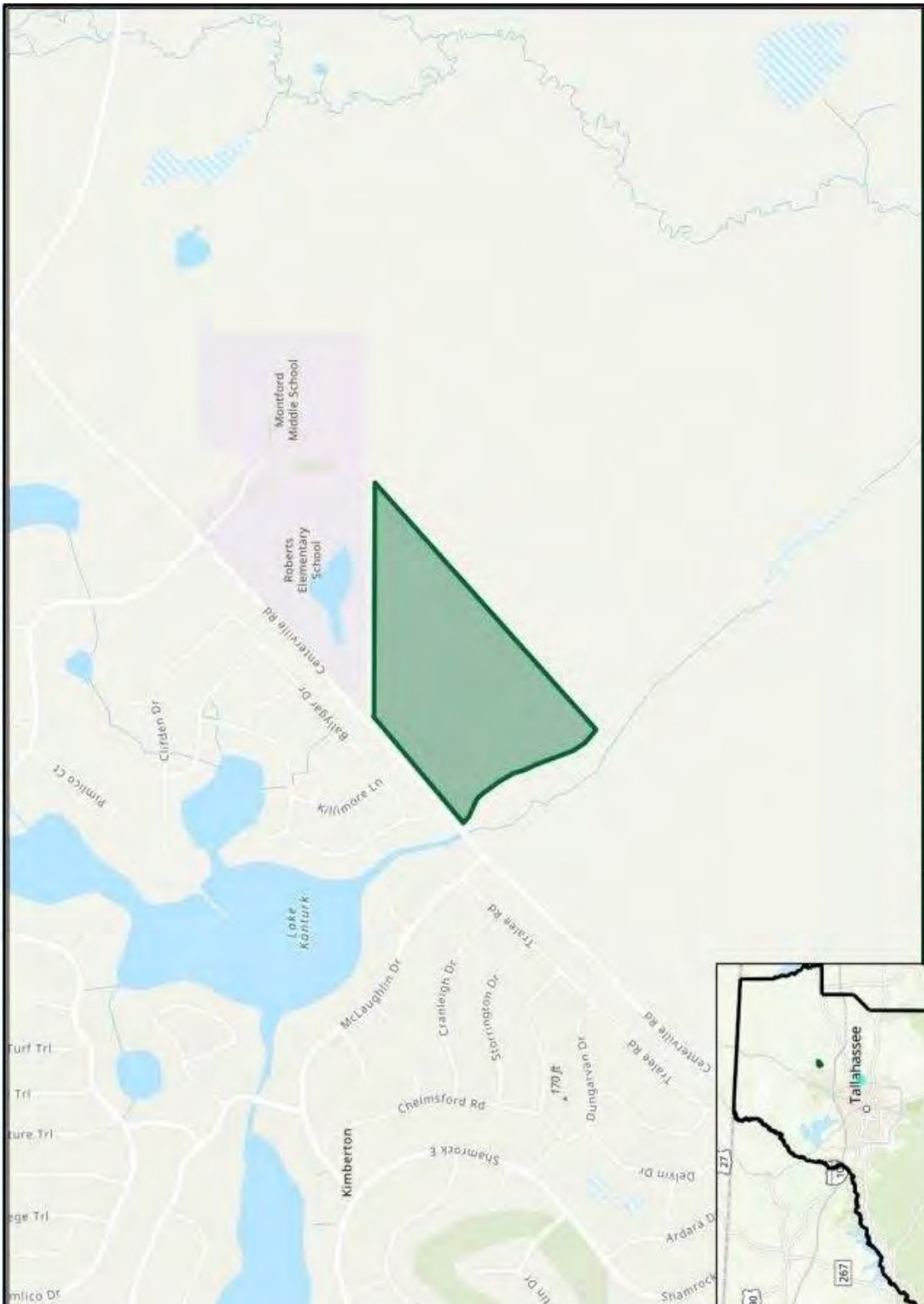
**Q4:** October – December





# BLUEPRINT

INTERGOVERNMENTAL AGENCY



Northeast Park



Northwest Connector:  
Tharpe Street

## Project Highlights

- The Northwest Connector provides funding to improve Tharpe Street from Ocala Road to Capital Circle Northwest.
- The project adds approximately nine miles of additional trail and sidewalk connectivity.
- The project also improves access to Old Bainbridge County Park near Tower Road, and Stoneler Road County Park, on Stoneler Road.

## Current Status

- At the March 9, 2023 IA Board meeting, the IA Board accepted an update on the NW Connector project, and authorized Blueprint to advertise and award a contract for planning and design services.
- Planning services for a corridor study are currently being procured.

## Next Steps

- Following procurement of services, Blueprint will begin the planning and design phases of this project.
- The planning process for this project is anticipated to be approximately two years.

## Timeline

### Planning

Q4 2023 – Q3 2025



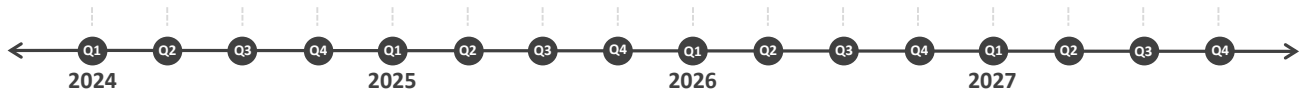
### Design

Q4 2025 – Q4 2026



### Construction

Q1 2027 – Q4 2030



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project’s outcome and stakeholder community character is unique.

**Planning:** The planning phase involves work identifying tasks, deliverables, and processes that are vital to successful project completion.

**Design:** The design phase includes development of plans and construction documents for the Northwest Connector roadways and associated facilities.

**Construction:** Construction work will fully implement the final design plans for the Northwest Connector.

**Q1:** January – March

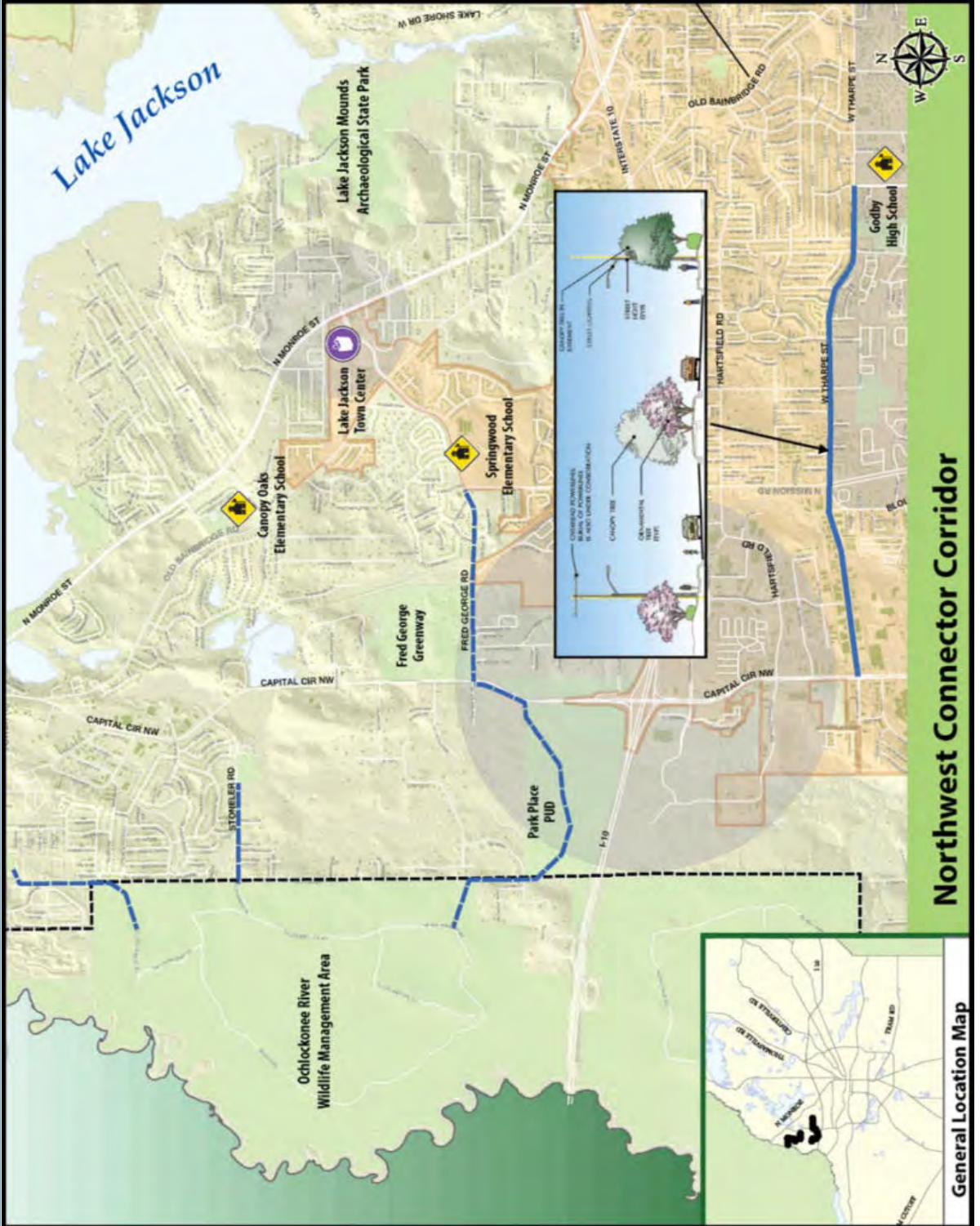
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



## Northwest Connector Corridor

General Location Map



*Orange Avenue Widening*

## Project Highlights

- This project provides improvements to Orange Avenue, a state roadway, including widening the roadway to four lanes from Adams Street to Springhill Road.
- Increases pedestrian and bicycle access with sidewalks and a multi use path.
- Enhances the aesthetics of the corridor with additional landscaping.
- Design of this project is currently being implemented by the Florida Department of Transportation.

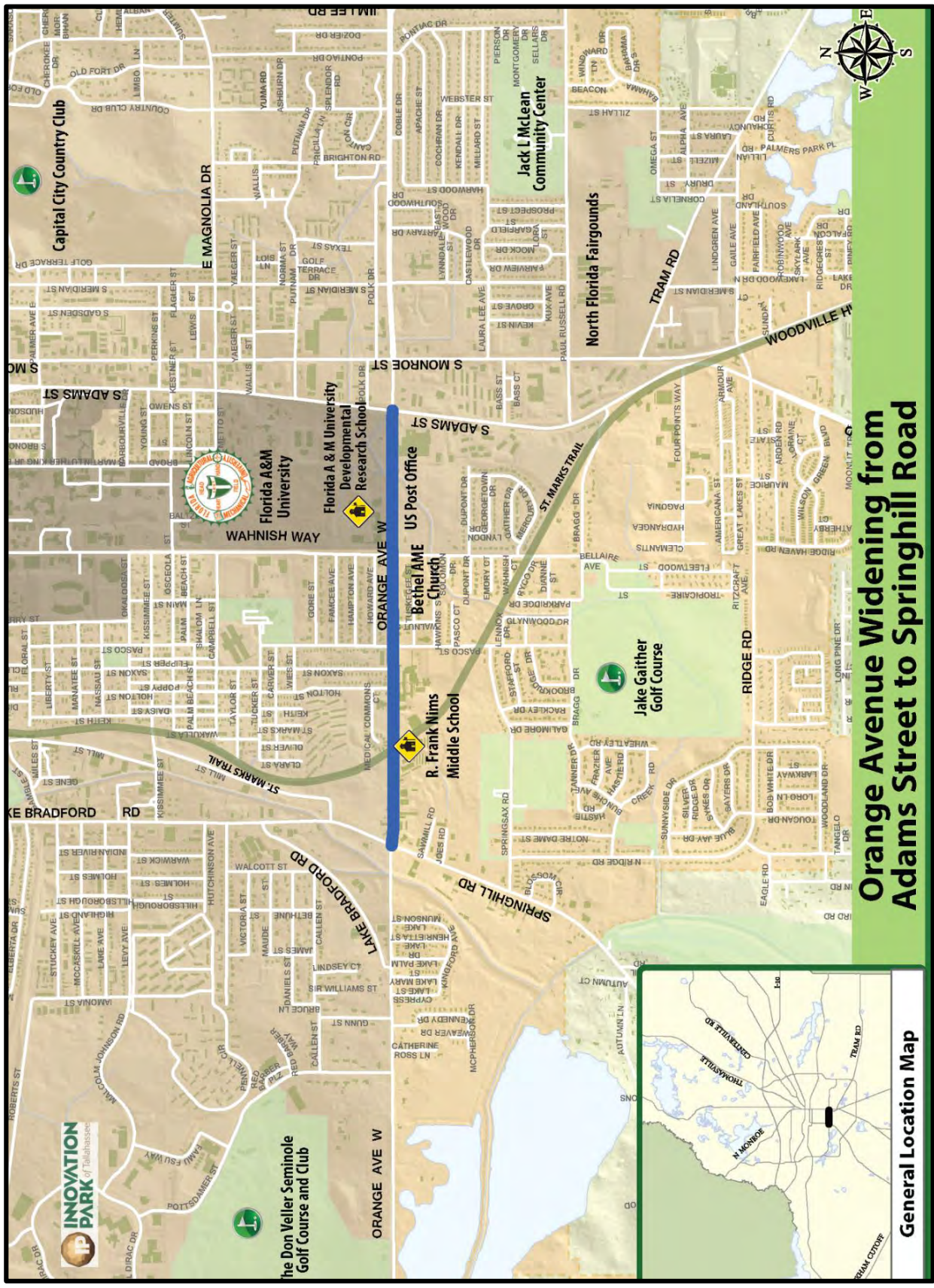
## Current Status

- Blueprint and the Capital Region Transportation Planning Agency partnered on the Southwest Area Transportation Plan Study to develop locally preferred alternatives and options for this corridor. The study was completed in 2019.
- An FDOT-led PD&E study was approved on June 14, 2022.
- FDOT allocated \$3.3 million in FY 2022 for preliminary engineering and design of Orange Avenue from Cypress Lake Street to S. Monroe Street.
- FDOT has implemented initial crosswalk improvements on Orange Avenue near Nims Middle School; additional improvements are being explored.

# BLUEPRINT



INTERGOVERNMENTAL AGENCY



## Orange Avenue Widening from Adams Street to Springhill Road



General Location Map



## Orange-Meridian Placemaking

### Project Highlights

- The Orange-Meridian Placemaking project will create a neighborhood park and community gathering space at Orange Avenue and Meridian Street with the opportunity for trails, exercise activities, and a kids play area.
- The East Drainage Ditch between South Monroe and Meridian Street will be improved and enhanced.
- Contributes \$1 million to StarMetro for the development of the planned South City Transit Center.

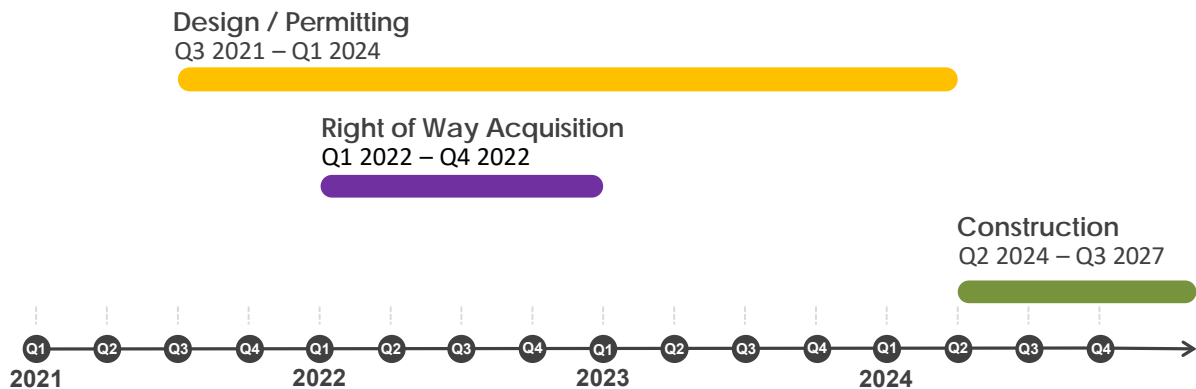
### Current Status

- The park concept was approved by the IA Board at the September 27, 2021 meeting and permitting review is underway.
- Stormwater modeling is underway for improvements to the East Drainage Ditch (between Meridian Street and S. Monroe Street).
- On February 7, 2023, the project was awarded a \$572,052 grant through the Resilient Florida Grant Program.

## Next Steps

- Based on the stormwater modeling, Blueprint will refine concepts for improvements to the East Drainage Ditch.
- Design and permitting for the park component is anticipated to be completed in Q1 2024.
- Construction on the park is anticipated to begin in Q2 2024.

## Timeline



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Orange-Meridian Placemaking Project. Stakeholder and community input will be taken into account for final design.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for the Orange-Meridian Placemaking Project.

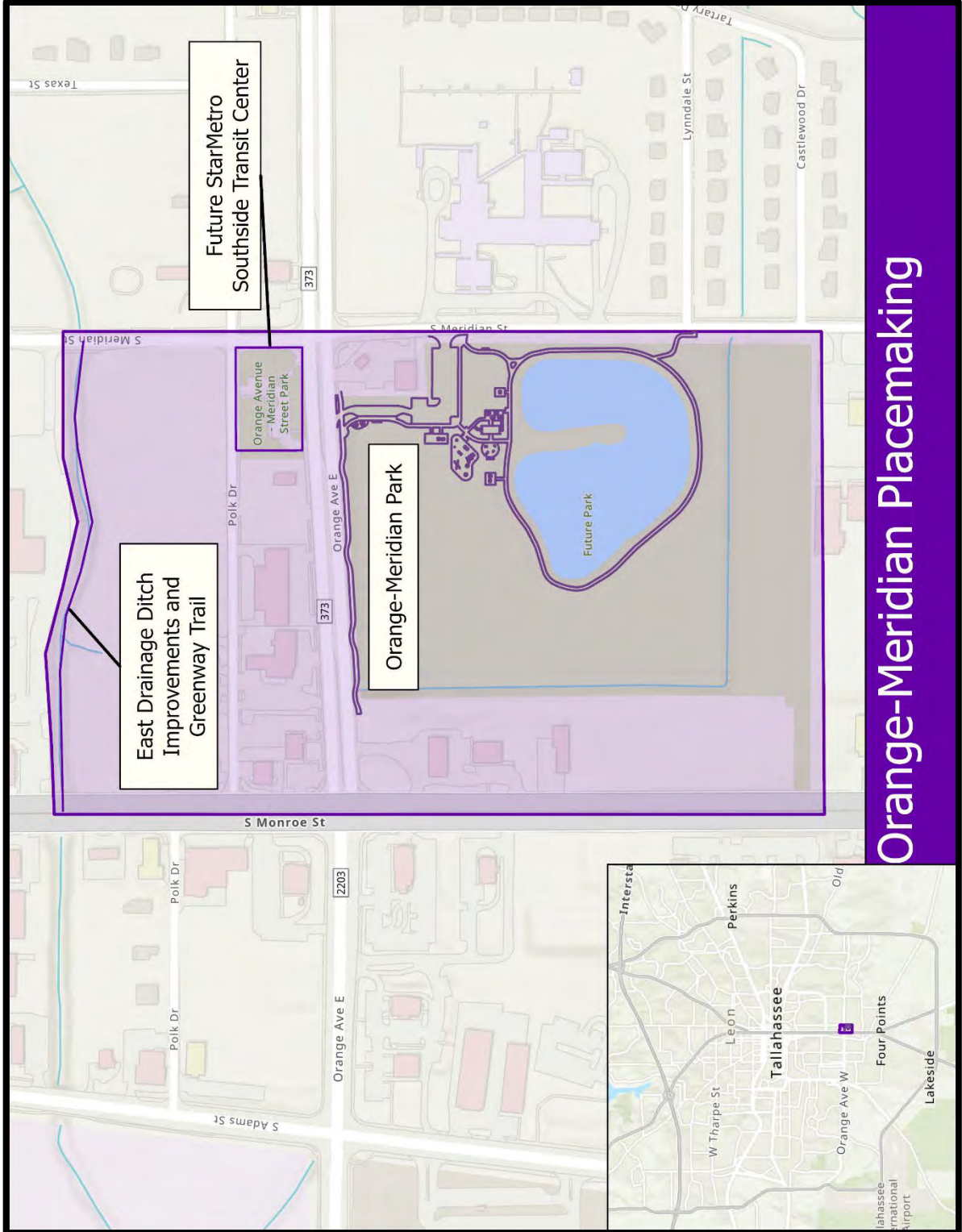
**Q1:** January – March

**Q2:** April – June

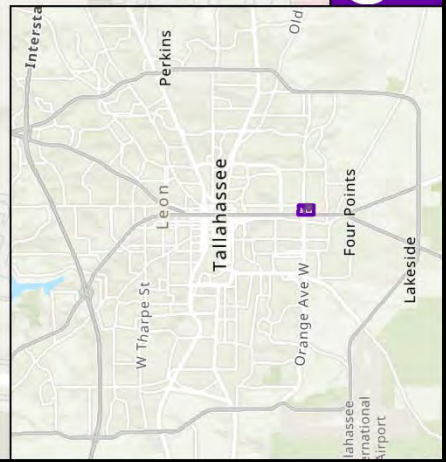
**Q3:** July – September

**Q4:** October – December





**Orange-Meridian Placemaking**





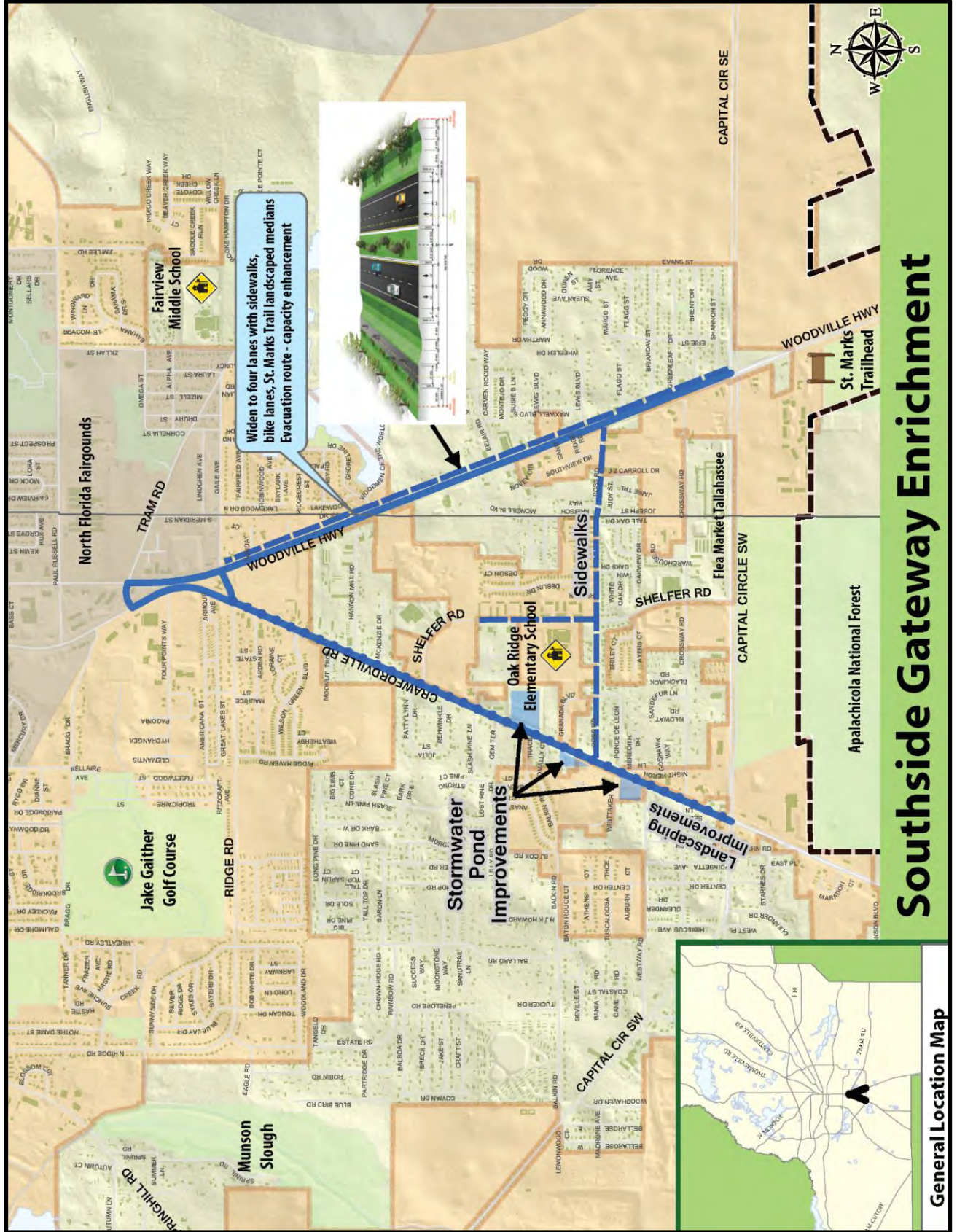
## Southside Gateway: Woodville Highway

### Project Highlights

- The Southside Gateway will widen Woodville Highway from Capital Circle Southwest to Tram Road, which will enhance capacity along a key evacuation route.
- The project includes right-of-way acquisition, construction costs, gateway streetscaping, and stormwater roadway improvements.

### Current Status

- Blueprint has executed an agreement with FDOT for curb extensions and landscaping along the St. Marks Trail.
- The FDOT 2024 -2028 Adopted Work Program identifies the following funding in the project area:
  - \$374,002 for preliminary engineering and right-of-way funding for Woodville Highway improvements from Capital Circle to Gaile Ave.
  - \$2,099,754 for preliminary engineering and right-of-way funding for Woodville Highway from Gaile Ave. to Paul Russell Rd.
  - Funding for construction of lighting along Crawfordville Rd from Capital Circle SW to Mckenzie Dr in FY 2023 in the amount of \$240,500.
  - \$998,502 for preliminary engineering in FY 2023 and \$7,513,113 for construction in FY 2026 for a resurfacing project for Crawfordville Road from SR 61 SB to Arden Road.



# Southside Gateway Enrichment

General Location Map

**Project Website:**

<https://blueprintia.org/projects/greenways-master-plan-implementation/>

**Staff Contact:** Mike Alfano | (850) 219-1075

[Mike.Alfano@Blueprintia.org](mailto:Mike.Alfano@Blueprintia.org)



University Greenway

## Project Highlights

- The University Greenway will provide key connectivity between Tallahassee Community College, the FAMU-FSU College of Engineering, the FSU SW RecPlex, Mabry Park, and surrounding neighborhoods via approximately 6 miles of greenway trails.

## Current Status

- A portion of the University Greenway, the Innovation Trail, is moving forward with the Airport Gateway project.
- In July 2023, a feasibility study kicked off, which will evaluate the remaining portion of the proposed Greenway route.

## Next Steps

- Planning, design, and construction of the Innovation Trail segment of the University Greenway will continue to move forward on the Airport Gateway project timeline.
- The University Greenway Feasibility Study is anticipated to be completed in Q2 2024.
- Based on the approved IA Board prioritization of projects, funding for design is currently anticipated to be available in Q4 2027 (FY 2028).

## Timeline

Feasibility Study  
Q3 2023 – Q2 2024



**Community Engagement:** Public engagement is ongoing through all phases of a project, from concept to construction, programming, and maintenance. Public engagement is two-way communication inclusive of all decision-makers and stakeholders. Each Blueprint project will have a customized Public Engagement Plan that is developed at the start of the project, and outreach activities and techniques will vary from project to project, as each project's outcome and stakeholder community character is unique.

**Design:** The design phase includes development of final plans and construction documents for the Airport Gateway project and associated facilities.

**Right of Way Acquisition:** This phase will consist of efforts to acquire any right of way and/or easements necessary to complete the project. Any right of way acquisitions necessitated will be undertaken consistent with [Blueprint Real Estate Policy](#) and Florida Statutes.

**Construction:** Construction work will fully implement the final design plans for Airport Gateway.

**Q1:** January – March

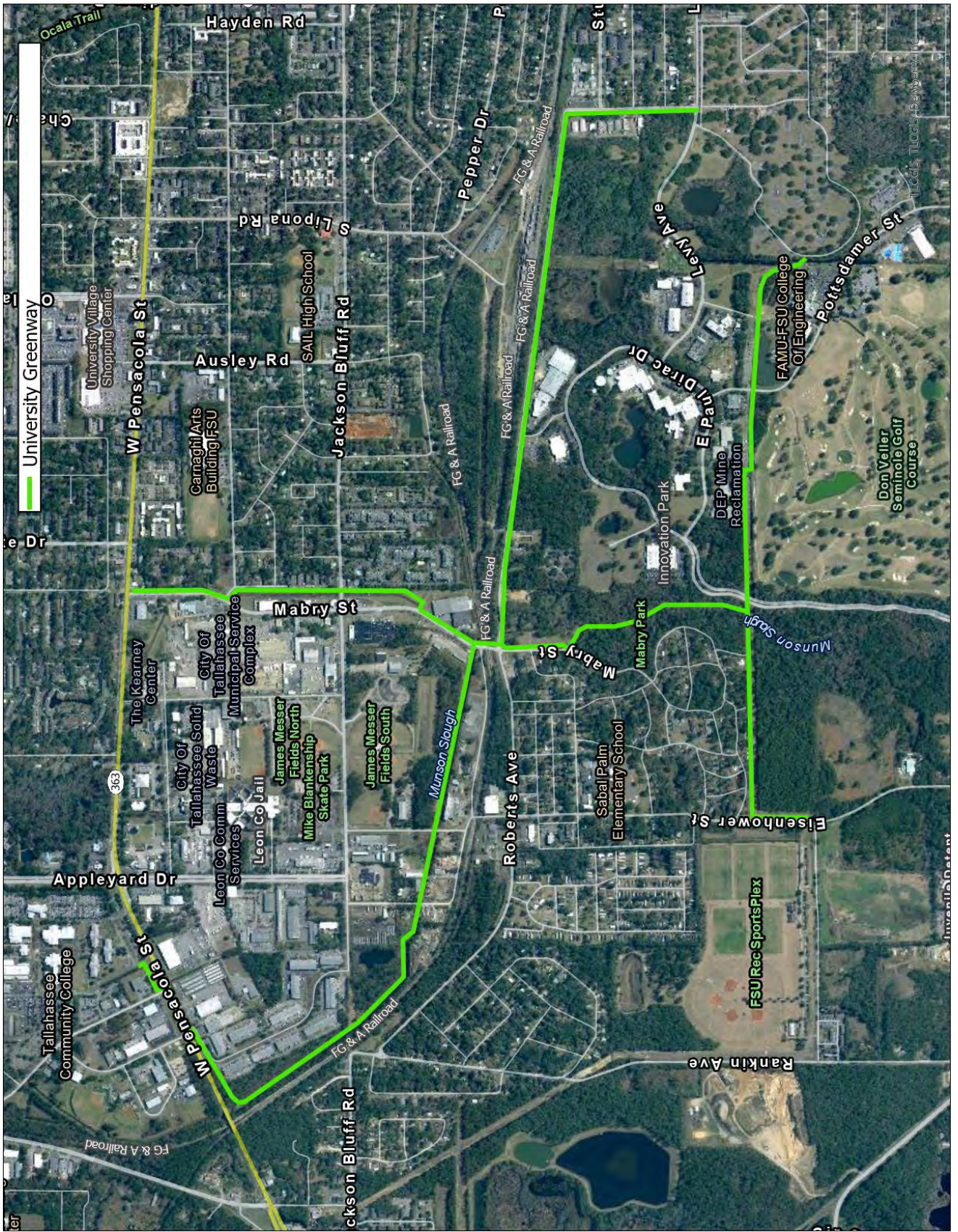
**Q2:** April – June

**Q3:** July – September

**Q4:** October – December

# BLUEPRINT

INTERGOVERNMENTAL AGENCY





## Project Highlights

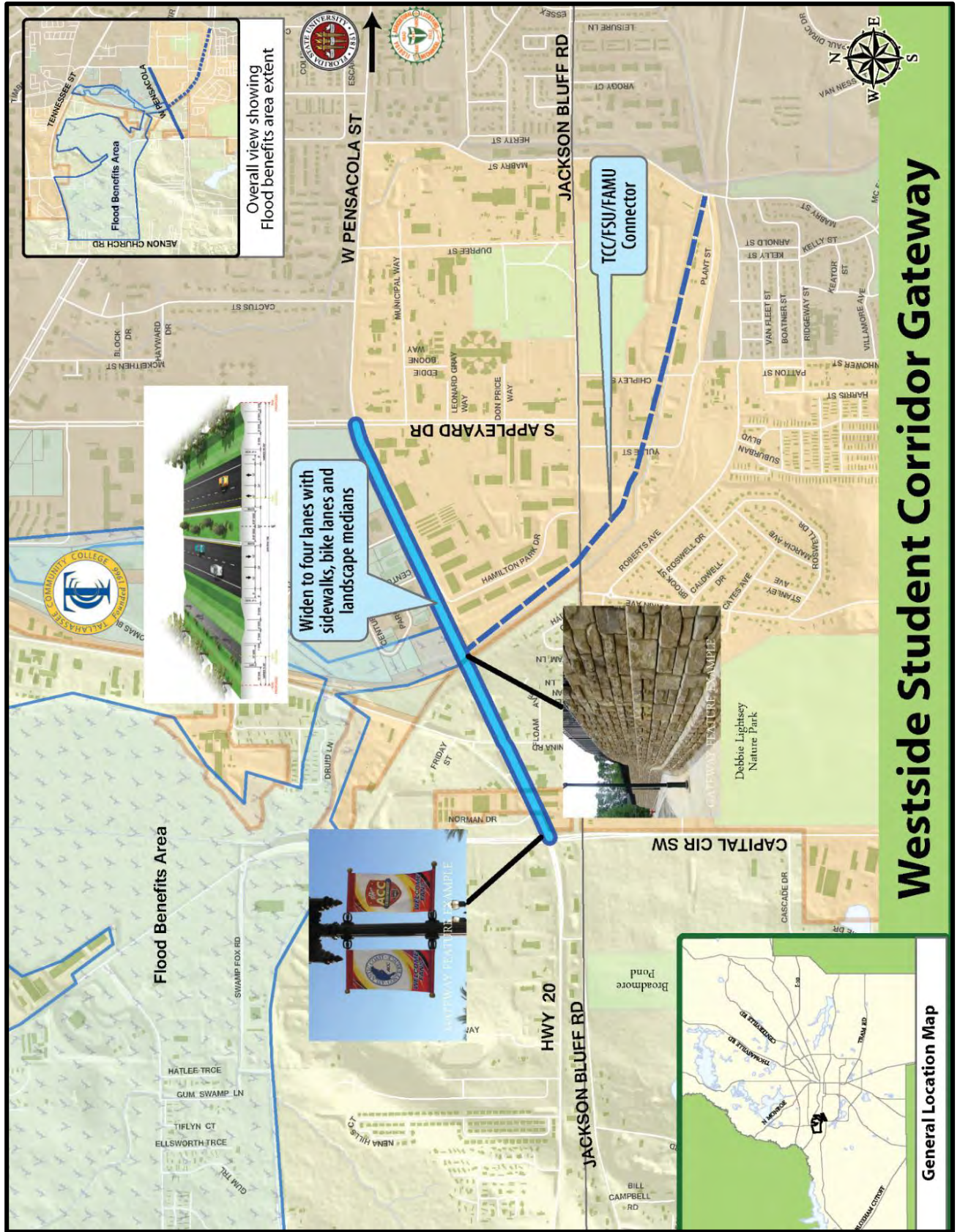
- Provides funding to improve Pensacola Street/Highway 20 from Capital Circle Southwest to Appleyard Drive.
- Includes funding for stormwater improvements in the Gum Creek/West Drainage Ditch.
- Project goals include the creation of gateway features and network connectivity.

## Current Status

- Funding for PD&E for this project is currently 8th on the adopted CRTPA Road Project Priority List for Fiscal Year 2024-2028 [[linked here](#)].
- The FDOT Adopted Work Program has programmed:
  - \$1,605,366 in FY 2023-2024 for a feasibility study of the Westside Gateway project limits. The feasibility study kicked off in July 2023.
  - \$14,674,358 in FY 2023 - 2025 for a resurfacing project (Railroad Overpass to SR 366 Stadium Dr.) that includes a significant portion of the Westside Gateway project limits.

# BLUEPRINT

INTERGOVERNMENTAL AGENCY



General Location Map



# Blueprint Intergovernmental Agency Board of Directors Agenda Item #1

**February 29, 2024**

<b>Title:</b>	Approval of the Intergovernmental Agency Board of Directors' November 7, 2023 Blueprint Meeting Minutes
<b>Category:</b>	Consent
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, PLACE Autumn Calder, Director, Blueprint Intergovernmental Agency Susan Dawson, Blueprint Attorney Keith Bowers, Director, Office of Economic Vitality

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## STATEMENT OF ISSUE:

This item presents the summary meeting minutes for the November 7, 2023 Blueprint Intergovernmental Agency Board of Directors (IA Board) meeting and requests the IA Board's review and approval of the minutes as presented.

## FISCAL IMPACT

This item has no fiscal impact.

## RECOMMENDED ACTION:

Option 1: Approve the November 7, 2023 Blueprint Intergovernmental Agency Board of Directors Meeting Minutes.

## OPTIONS:

Option 1: Approve the November 7, 2023 Blueprint Intergovernmental Agency Board of Directors Meeting Minutes.

Option 2: IA Board Direction.

### Attachments:

1. Draft Summary Minutes of the Blueprint Intergovernmental Agency Board of Directors Meeting on November 7, 2023.

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# Blueprint Intergovernmental Agency Board of Directors Meeting Minutes

**Date:** February 29, 2024  
**To:** Board of Directors  
**From:** Artie White, PLACE Director  
**Subject:** Minutes to Board of Directors' Meeting of November 7, 2023

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## **MEMBERS PRESENT**

<b>COUNTY</b>	<b>CITY</b>
Christian Caban	Mayor John Dailey
Carolyn Cummings - Chair	Jeremy Matlow
Nick Maddox	Jaqueline Porter
Rick Minor	Curtis Richardson
David O'Keefe	Dianne Williams-Cox – Vice Chair
Bill Proctor	
Brian Welch	

### **I. AGENDA MODIFICATIONS**

*Commissioner O'Keefe pulled item 1 from the consent agenda to be discussed.*

### **II. CITIZENS TO BE HEARD**

The following citizens spoke on non-agenda items:

Laura Leonard spoke on behalf of Tally Robotics and its noncompetitive economic development funding request of \$100,000. She requested that the IA Board direct staff to review TallyRobotics' request for noncompetitive economic development funding proposal.

Tonja and Charlie Ward spoke together on behalf of the Ward Foundation and its noncompetitive economic development funding request of \$4,000,000. They requested that the IA Board direct staff to review the noncompetitive economic development funding proposal.

### **III. INFORMATION ITEMS**

- **Receipt and File:**
  - Blueprint Infrastructure Community Engagement Update
  - Citizens Advisory Committee October 26, 2023 Minutes

### **IV. CONSENT**

- ***Item 2: Acceptance of an Evaluation of the Economic Impact Analysis Requirement for Non-Competitive Economic Development Project Proposals***

PLACE Director, Artie White, explained to Chair Cummings that Item 1 of the Consent Agenda had been pulled by Commissioner O'Keefe for discussion.

**Commissioner Williams-Cox moved to accept Item 2 of the Consent Agenda: *Acceptance of an Evaluation of the Economic Impact Analysis Requirement for Non-Competitive Economic Development Project Proposals*. The motion was seconded by Commissioner Richardson.**

Stanley Sims spoke about the importance of citizen input and provided a handout that read "Who do you say that I am?" with a phone number included for a text response.

**The motion passed 9-0 (weighted 53-0). Commissioners Porter, Proctor, and Maddox were not in the room at the time of the vote.**

- ***Item 1: Approval of the Intergovernmental Agency Board of Directors' September 21, 2023 Blueprint Meeting and Budget Workshop and September 26, 2023 Public Hearing Minutes (Pulled)***

Commissioner O'Keefe stated that the September 21, 2023 IA Board Meeting Minutes needed to be revised to remove the reference to the PLACE Director's authority to approve change orders up to \$1,000,000 to accurately reflect the motion made by Commissioner Caban. Commissioner Caban clarified that he intended for the motion to include the PLACE Director's authority to approve change orders up to \$1,000,000 and stated that any change order above \$1,000,000 and an aggregate of above \$5,000,000 was to come before the IA Board. Commissioner Richardson requested clarification on how the minutes could be updated. Blueprint Attorney, Susan Dawson, explained that the minutes could be amended at this meeting prior to being approved. The minutes were amended to state that any change order over \$1 million must come before the IA Board.

**Commissioner O'Keefe moved to accept Item 1: *Approval of the Intergovernmental Agency Board of Directors' September 21, 2023 Blueprint Meeting and Budget Workshop and September 26, 2023 Public Hearing Minutes with the necessary corrections*. The motion was seconded by Commissioner Caban.**

Commissioner Proctor stated he would not support approving staff having the authority to approve change orders up to \$1,000,000.

Blueprint Director, Autumn Calder, explained that the policy would allow staff to implement projects on schedule throughout the construction phase.

Commissioner Cummings explained that at the last IA Board meeting the Board had discussed not wanting to delay the construction schedule for the projects as a reason for the specified change order amounts.

**The motion passed 10-2 (weighted 60-10). Commissioners Proctor and Maddox voted in opposition.**

Commissioner Williams-Cox clarified that the IA Board was voting on the correction to the minutes not the change order authorization amount. Commissioner Cummings reiterated that the IA Board was voting on the correction to the minutes and not the expenditure amounts.

## V. **GENERAL BUSINESS/PRESENTATIONS**

Commissioner Proctor requested clarification about the FAMU funding request for the Bragg Memorial Stadium and when the IA Board should expect the agenda item to be presented. PLACE Director White responded that FAMU had recently submitted additional documentation as requested by staff and that staff was working with FAMU to coordinate a meeting to discuss the funding request. Commissioner Proctor explained that FAMU's request was urgent and discussed the need for additional improvements at the stadium. Commissioner Proctor requested that staff be directed to bring back an agenda item on the FAMU funding request for Bragg Stadium at the next IA Board meeting. Chair Cummings explained that staff did intend to bring the FAMU funding request back as an agenda item at the next IA Board meeting.

Commissioner Proctor then requested clarification about the Bethel Baptist funding request and its relationship to Agenda Item #4 about the use of tax revenue dollars for affordable housing. OEV Director Keith Bowers explained that staff did receive a proposal from Bethel Baptist for \$760,000 and that staff was waiting for further direction from the IA Board before proceeding with its review of the proposal. Director Bowers further explained that the proposal that was received did not align with OEV's Strategic Plan nor its Targeted Industry Study and that staff encouraged Bethel to hold their proposal until after the IA Board has provided further direction based on Agenda Item #4.

- ***Item 3: Approval of New Appointments and Reappointments to the Blueprint Citizens Advisory Committee***

The following citizens spoke on Item 3:

Chuck Goodhart spoke about his professional qualifications and background in applied sciences and botany. He explained that he has served both the City of Tallahassee and Leon County in different areas related to urban planning and development with a focus on environmental education and tree planting projects.

Christina Omran thanked the IA Board for reviewing her qualifications and spoke about her desire to serve on the Blueprint CAC.

Stanley Sims spoke about his concern that Blueprint is becoming a default funding source. He spoke in favor of affordable housing and the Ward Foundation but stated that he believes that some funding requests may not be within the scope of the Blueprint program.

Director Calder provided background on the Blueprint CAC and described the current vacancies and reappointment recommendations. She explained that Chris Daniels and Mary Glowacki, currently holding the at-large CAC seat and the

planning expert seat, respectively, have requested to serve a second term on the Blueprint Citizens Advisory Committee. She further explained that the seats held by Peter Okonkwo, for the Capital City Chamber of Commerce and, Elva Peppers, for the Natural Scientist/Biologist, were coming vacant because their second terms were expiring, and they were ineligible for reappointment since both members had served two consecutive terms. Lastly, Director Calder stated that staff recommended the IA Board approve Options 1 through 3 for the reappointments of Christopher Daniels and Mary Glowacki, and the appointment of Byron Green for the Capital City Chamber of Commerce; and she requested that the IA Board consider the applications of Maria Therese Brown, Chuck Goodheart, and Christina Omran for the Natural Scientist/Biologist position and provide direction to staff for appointment (Option 4).

Chair Cummings opened the floor for a motion related to Options 1, 2, and 3. **Commissioner Williams-Cox moved to accept staff recommendation for Options 1-3. The motion was seconded by Commissioner Richardson.**

- 1. Option 1: Approve the reappointment of Christopher Daniels to the Blueprint Citizens Advisory Committee to fill the at-large member position.**
- 2. Option 2: Approve the reappointment of Mary Glowacki to the Blueprint Citizens Advisory Committee to fill the Planning Expert member position.**
- 3. Option 3: Approve the appointment of Byron Greene to the Blueprint Citizens Advisory Committee to represent the Capital City Chamber of Commerce.**

**The motion passed 12-0 (weighted 70-0).**

Following the vote on Options 1 through 3, Commissioner Minor began discussion on Option 4: *appoint one eligible applicant to the CAC to fill the Natural Scientist/Biologist position from the slate of three nominees. The nominees are (in alphabetical order): Maria Therese Brown, Chuck Goodheart, and Christina Omran.* Commissioner Minor spoke about the professional history of Mr. Goodhart and spoke in favor of his nomination to the CAC. **Commissioner Minor then moved to nominate Mr. Chuck Goodheart for appointment to the Blueprint Citizen Advisory Committee. The motion was seconded by Commissioner Richardson.**

Commissioner Richardson spoke in favor of the motion and Chair Cummings thanked all the applicants for their submissions and attendance at the meeting.

**The motion passed 12-0 (weighted 70-0).**

- **Item 4: Consideration of the Use of Local Sales Tax Revenues for Affordable Housing**

The following citizens spoke on Item 4:

Robert Deyle spoke on behalf of the Capitol Area Justice Ministry; Affordable Housing Research Team and spoke about the need for affordable housing for low and extremely low-income families.

Sylvia Jones spoke on behalf of the Capitol Area Justice Ministry; Affordable Housing Research Committee and spoke about the need for affordable housing for low and extremely low-income families. She requested that the IA Board amend the Interlocal Agreement to add affordable housing as a Blueprint Project and reallocate funding for affordable housing.

Stanley Sims spoke in favor of affordable housing and ending local homelessness.

Bill Wilson spoke on behalf of the Capitol Area Justice Ministry and his past experiences trying to increase affordable housing in the Leon County area. He spoke about the IA Board's ability to amend policy to allow for the purchase of real estate for affordable housing developments.

Terence Hinson spoke in favor of affordable housing and partnering with Bethel Baptist to develop affordable housing units.

Following public comment, Blueprint Director Autumn Calder began her presentation by stating that infrastructure surtax dollars could be used for affordable housing under Florida Statutes, but that the law limited the use of such dollars to the purchase of land and that a ground lease with another public or private entity would be necessary to develop the affordable housing units. She further explained that to use the dollars for the acquisition of land, the Interlocal Agreement would need to be amended. In order to allow for the complete implementation of previous IA Board direction for approved projects, staff did not recommend using infrastructure dollars for affordable housing. Next, Director Calder summarized the substantial amendment process by highlighting the requirement for two public hearings; recommendations from the Citizens Advisory Committee, the Technical Coordinating Committee, and the Intergovernmental Management Committee; and a super majority vote of both the members who are County Commissioners and the members who are City Commissioners.

OEV Director Keith Bowers then provided a staff analysis of the permissible uses of economic development dollars for affordable housing. He began by explaining that economic development dollars may only be used for the general public purpose of improving the local economy; then further summarized the IA Board's acceptance of OEV's Strategic Plan, the Targeted Industry Study, and several policy updates. Director Bowers explained that affordable housing does not align with the Strategic Plan and was not incorporated into the Targeted Industry Study. He stated that while the use of Economic Development funds for affordable housing was not precluded by Florida law, staff was recommending that the IA Board accept the analysis and not use Economic Development funds for affordable

housing as it does not align with the objectives in the Strategic Plan nor the Targeted Industry Study and would reduce the funding available for business recruitment, incubation, and expansion activities.

Blueprint Attorney Susan Dawson then explained that 27 counties in Florida collect a local government infrastructure surtax and that of the 27 counties only three counties (Pinellas, Alachua, and Collier) specifically allocate funds for affordable housing. Of the three counties, only Pinellas County has used the funds for land acquisition to date.

Commissioner Proctor spoke about the need for affordable housing and stated that he would support an initiative so long as it included parameters to prioritize local investors such as Bethel Missionary Baptist.

Commissioner Porter spoke in favor of affordable housing and supporting local needs. **Commissioner Porter moved to approve Option 1 to accept the report on the use of Local Sales Surtax Revenues for Affordable Housing and bring back an Agenda Item to initiate the substantial amendment process to add affordable housing as a funding category under both Infrastructure and Economic Development. The motion was seconded by Commissioner O'Keefe.**

Commissioner Richardson spoke about the original establishment of the Blueprint program and the initiation of the one penny sales tax. He explained that citizens voted with the expectation that the listed projects would be completed on time using the funds raised by the tax and stated that adding a new project like affordable housing without voter input could not only impact the approved projects but jeopardize the renewal of the surtax when voters are asked to vote again. Commissioner Richardson spoke in favor of affordable housing but cautioned about not keeping faith with the objectives of the Blueprint program.

Commissioner Williams-Cox spoke in favor of affordable housing and suggested that the IA Board only consider using Infrastructure funds for affordable housing.

**Commissioner Porter amended her motion to approve Option 1 and bring back an Agenda Item to initiate the Substantial amendment Process to add affordable housing as a funding category under the Blueprint Infrastructure Project list. The amendment was seconded by Commissioner O'Keefe.**

Commissioner O'Keefe spoke in favor of affordable housing and thanked staff for the thorough agenda item. Commissioner O'Keefe outlined several issues related to affordable housing including a decrease in population growth and job creation when there is a lack of affordable rental housing. Commissioner O'Keefe also spoke about the potential advantages to developers in partnering with a government agency such as Blueprint to develop affordable housing.

Commissioner Proctor inquired as to whether Blueprint could fund a revolving loan and Commissioner O'Keefe clarified that he was not suggesting that the Agency



provide revolving loans but that there may be certain advantages to private partners working with government agencies.

Commissioner Minor spoke about the need for affordable housing but stated that the IA Board should approach the issue with caution stating that the citizens did not explicitly vote for Blueprint dollars to be used for affordable housing. He also discussed the Live Local Act recently passed by the legislature and requested that the agenda item include an economic analysis and the opportunity cost for initiating an affordable housing policy. Commissioner Minor clarified that he wanted to know what may be lost or impacted if funds are allocated to an affordable housing project.

**Commissioner Porter amended her motion to approve Option 1 and bring back an Agenda Item to initiate the Substantial Amendment Process to add affordable housing as a funding category under the Blueprint Infrastructure Project list and include an economic analysis in the agenda item. The amendment was seconded by Commissioner O’Keefe.**

Commissioner Cummings asked for clarification on the type of information that would be included in the agenda item and Director Calder explained that the agenda item would include draft language for the amendment to the Interlocal Agreement and an analysis of the impacts of adding affordable housing as a Blueprint project including where funding may be allocated from and the impacts to other projects.

Mayor Dailey stated that he did not intend to support the motion and would make a substitute motion following his comments. He stated that adding the affordable housing project was different than the other brick and mortar Infrastructure Projects arguing that this would be a program and not a project. He suggested that the IA Board review an economic analysis for an affordable housing program before beginning the substantial amendment process.

**Mayor Dailey made a substitute motion to accept Option 1. The substitute motion was seconded by Commissioner Caban.**

**Option 1: Accept the report on the use of Local Sales Surtax Revenues for Affordable Housing.**

Commissioner Caban spoke about the need for affordable housing but stated that he could not support Commissioner Porter’s motion because the citizens did not vote to use the surtax dollars for affordable housing when the referendum was passed. He stated that if the Commissioners wanted to address affordable housing needs then the comprehensive plan and current zoning ordinances could be amended to allow developers to increase density.

Commissioner Matlow spoke about the need for affordable housing and the substantial amendment process. He stated that beginning the substantial amendment process does not guarantee that affordable housing will be added as

a Blueprint project but would allow for further discussion and an in-depth analysis of the parameters and impacts of such a program.

Commissioner Maddox spoke in favor of supporting affordable housing but explained that he wanted to ensure that the existing projects were funded before allocating funding to affordable housing. He stated that homelessness was a major issue in the community and that affordable housing and homelessness were directly correlated. He also stated that there would be an economic impact to increasing affordable housing but stated that he wanted to ensure that the projects citizens voted on were provided in order to maintain the trust of the voters. Commissioner Maddox compared the motion to begin the substantial amendment process for affordable housing to the motion to begin the substantial amendment process for the North Monroe Gateway stating that substantial amendment for the North Monroe Gateway was unfunded, and that the substantial amendment process for affordable housing could also be unfunded.

Commissioner Welch spoke about his reservations for supporting the motion to begin the substantial amendment process for affordable housing. He spoke about the need for more affordable housing but discussed that it may be difficult to partner with private developers stating that the land may not be available. He stated that he would support the motion to begin the substantial amendment process to allow for the discussion around the topic but stated that the substantial amendment may not pass following the community input and the budget implications.

Commissioner Richardson spoke about a request that came before the CRA Board from a contractor seeking \$1 million to build 23 new rental units. Commissioner Richardson explained that of the 23 proposed units only one would be reserved for affordable housing. Commissioner Richardson stated that if the developer would only provide one rental unit using the \$1 million, he was concerned how much money it would take to develop multiple affordable housing units using infrastructure funds and how that use would impact other Blueprint projects.

Commissioner Caban spoke about the potential for cost inflation if the IA Board decided to use infrastructure funds for affordable housing stating the current cost to build affordable housing units is approximately double the cost of building single family homes.

Commissioner Proctor suggested that the citizens of Tallahassee consider a dedicated tax for the development of affordable housing so that there would not be a need to pull money from Economic Development or Infrastructure. He also proposed that the local government should seek land dedications or grants from the federal government for local needs.

Commissioner Maddox spoke about the Live Local Act and the requirement that there be local government contributions or match to participate in the program.

Commissioner Cummings spoke about the need for affordable housing in the community and stated that she believed the current needs of local citizens

outweighed the original sales tax referendum language. She stated that beginning the substantial amendment process lays the foundation to addressing the affordable housing issue.

**Mayor Dailey rescinded his substitute motion.**

Attorney Dawson clarified that the surtax is split 12% to OEV and 66% to Infrastructure with the remaining being divided between the City of Tallahassee and Leon County Government.

**Commissioner Porter's amended motion passed 9-3 (weighted 51-19) with Mayor Dailey and Commissioners Richardson and Caban voting in opposition.**

**VI. DIRECTOR DISCUSSION ITEMS**

**Commissioner Williams-Cox moved to direct Staff to review the Non-Competitive Economic Development Project Proposal from the Ward Foundation. The motion was seconded by Commissioner Richardson. The motion passed unanimously 11-0 (weighted 63-0). Mayor Dailey was not in the room at the time of the vote.**

**Commissioner Richardson moved to direct Staff to review the Non-Competitive Economic Development Project Proposal from Tally Robotics. The motion was seconded by Commissioner O'Keefe. The motion passed unanimously 12-0 (weighted 70-0).**

Commissioner Minor spoke about the North Monroe project and encouraged the commissioners to speak to the business owners on that road.

Mayor Dailey apologized for missing the vote on the Ward Foundation Non-Competitive Economic Development Project Proposal but stated that he supported the motion.

**Commissioner Matlow moved to direct the IMC to ensure that communications about the public, board members, and the press are respectful.** Attorney Dawson explained that the motion was improper because the IA Board does not have management authority of the IMC. She explained that while the IMC was composed of the County Administrator and the City Manager, the individual positions report to their respective commissions independently but not to the IA Board. Commissioner Matlow asked how the IA Board was to direct the IMC and Attorney Dawson explained that IA Board direction was limited to project related matters and the authority explicitly included in the Interlocal Agreement. **Commissioner Matlow amended his motion to direct the Blueprint Intergovernmental Agency to treat the public with dignity and respect.** Commissioner Maddox inquired as to whether the IA Board could have a statement of decorum drafted that sets the expectation by which the IA Board will conduct business. Attorney Dawson explained that a decorum statement would be consistent with Robert's Rules of Order. **Commissioner Matlow amended his**

**motion to direct staff to bring back an agenda item for a statement of decorum. The amendment was seconded by Commissioner Porter.** Following further discussion, **Commissioner Matlow subsequently withdrew his motion.** Commissioner Proctor and O'Keefe expressed concerns about the organizational and management structure of Blueprint, the IMC, and the IA Board.

Commissioner Caban inquired about the design progress of the Airport Gateway Project. Director Calder explained that in 2019 the IA Board approved development of 100% plans for Segments C, D, and G; that Segments G and D were both recently moved into the design phase; and that Segment C was at 60% plans. Commissioner Caban inquired about the \$82 million budget for the project and asked whether the segments were being designed to remain within the \$82 million budget or to the original project scope. Director Calder explained that the consultants for the projects are informed of the IA Board direction and the approved allocation but since the scope of the project had not been changed, the project was being designed to the approved scope.

Commissioner Williams-Cox inquired as to how the estimated \$123 million dollar budget for the approved scope was determined. Director Calder explained that current project allocation and expenditure was approximately \$47 million to date and that the cost estimates for all projects are updated each year to reflect current cost projections accounting for the cost of labor, materials, and other market factors.

Commissioner Caban and Commissioner Cummings asked whether the project design had been amended for the \$82 million budget, and PLACE Director Artie White explained that while the budget change has been communicated to the consultant the scope of the project was not amended and that the IA Board would either need to increase the project budget to cover the cost of the approved scope or amend the project scope for the decreased budget.

Commissioner Proctor discussed his motion from a previous meeting to reduce the project budget for the Airport Gateway to \$2 million and inquired about how many lanes would be constructed on Capital Circle near Spring Hill Road. Director Calder explained that the Agency was acquiring the right of way for four lanes but was only constructing 2 lanes for the current project and working with the Florida Department of Transportation for a four-lane bridge. Commissioner Proctor then discussed either fully funding the Airport Gateway Project to fulfill the project scope or redirecting funding to construct four lanes on Capital Circle near Springhill Road.

Commissioner Cummings discussed needing to revisit the project scope for the Airport Gateway to evaluate the different segments of the project. She reiterated that while the IA Board reduced the project budget it was still necessary to evaluate the remaining segments of the project to amend the scope to be consistent with the approved budget.

Attorney Dawson explained that to amend the scope of the project the IA Board would need to go through the substantial amendment process as previously explained.

**Commissioner Caban moved to direct Staff to bring back an Agenda Item at the February Meeting to address the scope of the Airport Gateway Project. The motion was seconded by Commissioner Proctor.**

Commissioner Williams-Cox requested that the agenda item include the improvements to the Providence neighborhood related to the Airport Gateway project. Commissioner Matlow discussed segments E, F, and G for the project noting that the improvements for the Providence neighborhood were not included in those segments and that if the IA Board decided to only include E, F, and G in the Airport Gateway Project scope, the project budget could potentially be reduced to \$76 million and the Providence improvements would be in addition to the \$76 million.

Commissioner Matlow then asked if the full project budget was being covered from sales tax revenue. Director Calder explained that the funding for the project budget was a combination of bond issuance and sales tax revenue. Director Calder also clarified that the Providence neighborhood improvements were estimated at \$14 million. Commissioner Matlow then asked how much more money would be necessary to complete the approved project scope. Director Calder stated that the \$82 million is approximately \$36 million short to complete the current approved project scope based on the current cost estimate.

Commissioner Proctor asked whether the Orange Avenue segment of the project was being advanced funded and whether Springhill Road was a city or county road. Director Calder explained that Springhill Road was a county road within the city limits and that Blueprint was working with FDOT to leverage the construction for the Orange Avenue segment and that FDOT was allocating funding for the Munson Slough Bridge.

**The motion passed 8-0 (weighted 46-0). Mayor Dailey, Commissioners Richardson, Maddox, and Welch were not in the room at the time of the vote.**

**Commissioner Porter moved to direct Staff to bring back an informational Agenda Item about outlining the steps for restructuring the Intergovernmental Agency so that the senior executive level leadership reports directly to the Board. The motion was seconded by Commissioner Proctor.**

Commissioner Cummings asked for clarification on the motion and Commissioner Porter explained that the IA Board does not have the authority to hire and fire the executive level leadership and she wants the agenda item to outline the steps for restructuring the organization so that the PLACE Director, Blueprint Director, OEV Director, and the Blueprint Attorney report directly to the IA Board similar to the structure of the County Commission and the CRA.

Attorney Dawson explained that the motion was improper because the City Commission and the County Commission would need to sit as independent entities to restructure Blueprint by amending the Interlocal Agreement and that the IA Board did not have the authority to amend the Interlocal Agreement.

Commissioner Caban stated that he believed that the Interlocal Agreement could be amended by two methods. One method being initiation by either the City and County commission with the proposed amendments being sent to the other commission for review; and the other method being the IA Board initiate an amendment and submitting it to the City and County commissions for review and action. Attorney Dawson explained that a motion to amend the Interlocal Agreement was improper because it was contrary to the governing documents of the IA Board and that the final authority to restructure the Intergovernmental Agency would require the City and County commissions agreeing to amend the Interlocal Agreement.

PLACE Director Arite White reminded the IA Board that an agenda item reviewing the Blueprint structure was on the upcoming County Commission agenda. Commissioner Proctor asked whether the City Commission was going to review a similar agenda item. City Manager Reese Goad explained that the City Commission already reviewed a similar agenda item on August 23, 2023, and voted to accept the report. Commissioner Proctor stated that no action was taken to amend the Interlocal Agreement at the meeting.

**Commissioner Porter moved to waive Robert's Rules of Order to allow the IA Board to discuss the structure of the Agency. The motion was seconded by Commissioner O'Keefe.** Attorney Dawson explained that the motion was improper because there must be some governing order to the meeting and that the IA Board still would not have the authority to amend the governing structure of the Agency during Director Discussion. Commissioner Cummings did not take action on Commissioner Porter's motion to waive Robert's Rules.

Commissioner Matlow asked for clarification on the original motion as to what prohibited the IA Board from requesting the informational item. Attorney Dawson explained that the informational item was not improper but that the IA Board did not have the authority to restructure the Agency or amend the Interlocal Agreement and that any changes to the Interlocal Agreement would require action from the City Commission and the County Commission separately. After it was clarified that the motion for the informational item was proper, the IA Board voted on the motion.

**The motion passed 7-1 (weighted 39-7). Commissioner Williams-Cox voted in opposition. Mayor Dailey, Commissioners Richardson, Maddox, and Welch were not in the room at the time of the vote.**

## VII. ADJOURN

**The meeting adjourned at 7:24p.m.**

*The next Blueprint Intergovernmental Agency Board of Directors' Meeting is scheduled for **February 29, 2024 at 3:00p.m.***

# Blueprint Intergovernmental Agency Board of Directors Agenda Item #2

**February 29, 2024**

<b>Title:</b>	Acceptance of a Status Report on Five Non-Competitive Economic Development Proposal Funding Requests
<b>Category:</b>	Consent
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, PLACE Keith Bowers, Director, Office of Economic Vitality Lila Seagle, Deputy Director, Office of Economic Vitality Kevin Gehrke, Business Development Manager, Office of Economic Vitality

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## STATEMENT OF ISSUE:

This item provides a status update on five Non-Competitive Economic Development Project Proposal Funding requests from Domi Education Inc. (Domi), Ag-Pro Real Estate Investments II, LLC (Ag-Pro), TallyRobotics, Inc. (TallyRobotics), Promised Land Community Development Corporation, Inc., a division of Bethel Missionary Baptist Church (Promised Land), and the Charlie and Tonja Ward Family Foundation (Ward Family Foundation).

## STRATEGIC PLAN:

The Office of Economic Vitality (OEV), under the policy direction of the IA Board, serves to improve the business climate and reduce challenges for existing businesses. Approved by the IA Board on September 27, 2021, the OEV Evaluation of Non-Competitive Economic Development Project Proposal Funding Policy is intended to provide criteria for the evaluation and determination of funding of non-competitive economic development proposals. A Non-Competitive Economic Development Project is a project that has a general public purpose that encourages the growth of the Tallahassee-Leon County economy, aligns with **OEV's** Economic Development Strategic Plan, creates or retains jobs, and reflects a capital investment into the community.

As presented in this item, Policy 114 – *Evaluation of Non-Competitive Economic Development Project Proposals Policy* requires that proposed projects demonstrate alignment with **OEV's** Economic Development Strategic Plan and prescribed Targeted Industries (i.e., Applied Science & Innovation, Manufacturing & Transportation/Logistics, Professional Services & Information Technology, and

Healthcare). Policy 114 is included as Attachment #1. In following the Economic Development Strategic Plan, OEV adheres to the requirement of Section 212.055(2)(d)(3), Florida Statutes, requiring economic development surtax dollars to be used for projects that serve a general public purpose of improving the local economy.

## **FISCAL IMPACT**

This item does not have a fiscal impact.

## **RECOMMENDED ACTION:**

Option 1: Accept the Non-Competitive Economic Development Project Funding Requests status update.

## **SUPPLEMENTAL INFORMATION:**

### **Background**

#### *Overview of the Non-Competitive Economic Development Project Proposals Policy*

OEV utilizes a variety of IA Board-approved programs and incentives to induce and sustain economic growth. These programs support the community's core goals of economic development, including job growth and capital investment. The Office of Economic Vitality Policy 114 - *Evaluation of Non-Competitive Economic Development Project Proposals Policy* (Policy 114) is one of the economic development tools at the IA Board's disposal.

Policy 114, approved by the IA Board in September 2021, prescribes the eligibility and criteria used to analyze projects seeking economic development funding and support that are not competitive. A non-competitive economic development project is defined in Section 114.03(f) as "*....an economic development project having a general public purpose which supports the improvement of the local economy within the Tallahassee-Leon County area and has demonstrated alignment with OEV's Strategic Plan, creates/retains jobs, and demonstrate[s] a capital investment into the community.*"

#### *Criteria for Non-Competitive Economic Development Project Proposals*

The Policy 114 provides criteria for evaluating and determining the funding of non-competitive economic development proposals from the economic development portion of the sales surtax proceeds. Eligible applicants under this Policy are for-profit or non-profit organizations who are currently registered with the Florida Department of State, and are headquartered in the Tallahassee –Leon County area; a unit of a state or local government in the Tallahassee –Leon County area engaged in economic development activities; and public educational institutions located in and serving the Tallahassee-Leon County area. Eligible applications must meet the goals of the OEV strategic plan and receive a majority vote of the IA Board for evaluation by staff.

For eligible applicants, OEV utilizes the requirements outlined in Policy 114 to review and score a request for funds to support a Non-Competitive Economic Development Project Proposal following IA Board approval or direction to review such a proposal. The evaluation criteria include:



- 1) The **project's** demonstrated alignment with **OEV's** Strategic Plan.
- 2) The **project's** demonstrated alignment with **OEV's** Targeted Industry Study.
- 3) The **project's** demonstrated ability to create or retain jobs with at least a livable wage.
- 4) Demonstrates a capital investment into the community for the general public purpose of improving the local economy.
- 5) The **project's** demonstrated return on investment, including the ability to improve the local economy through land/infrastructure improvements, research and development, and economic inclusion through the support of minority and women owned enterprises.
- 6) The **project's** sustainability, including the extent to which the project demonstrates support from local stakeholders (private, public, and non-profit entities, etc.) and is aligned with and integrated into other public or private investments currently ongoing or planned for the local community.
- 7) Submission to OEV of the following documents from the applicant supporting the **applicant's** organizational, financial, and management capacity:
  - a. Certification from the Florida Department of State, Division of Corporations as to the current corporate status of the applicant.
  - b. Copy of the Articles of Incorporation of the applicant.
  - c. Documents reflecting the organizational, management, and financial structure of the applicant.
  - d. Recent independent market analysis, performed at the **applicant's** expense, evaluating the economic development impact of the proposal to the Tallahassee-Leon County area.
  - e. Proposed budget and proposed Scope of Work for the project.
  - f. Detailed deliverables for the project.
- 8) The **project's** feasibility and the likelihood that the project will achieve its projected outcomes.
- 9) The **applicant's** performance under previous grant or assistance awards, including whether the applicant as a grantee submitted required performance reports, data, or deliverables.
- 10) Whether the project proposal, in whole or in part, is consistent with or in compliance with local, state, or federal laws, ordinances, policies, rules, and statutes, or inconsistent with or in violation of the Blueprint Intergovernmental **Agency's** Second Amended and Restated Interlocal Agreement, Bylaws, policies, agreements, or IA Board direction.
- 11) The availability of OEV funds based on other OEV project funding obligations, and approved or projected budget.
- 12) The availability and committed nature of cost sharing by the applicant or matching funds. See section 114.07 regarding documentation of cost sharing or matching.

13) Favorable programmatic review and recommendation by the Economic Vitality Leadership Council (EVLC).

The Policy's criteria help identify whether the project demonstrates alignment with OEV's strategic plan, capital investment and job creation, return on investment, sustainability, feasibility, previous grant performance, legality, availability of OEV funds, and cost-sharing. The criteria details are in section 114.05, Criteria for Evaluation of Project Proposals.

### **Current Proposals for Non-Competitive Economic Development Proposal Project Funding**

#### *Domi Education Inc. (Domi)*

Background – At their May 11, 2023 meeting, the IA Board directed staff to review the Non-Competitive Economic Development Proposal from Domi. The request was for \$100,000 to finalize renovations and modernize amenities for members of their business incubation program. Following the IA Board direction to evaluate the proposal, Domi submitted an application, but later informed OEV that they wished to delay their application until early 2024. Domi subsequently withdrew their application from consideration.

Status: Withdrawn by applicant.

Next Steps: OEV continues to coordinate with Domi on their Lease Agreement with Leon County and their Reimbursement Agreement with OEV for internet services. OEV staff will continue to share opportunities that may be available for economic development programs and services that could benefit Domi.

#### *Ag-Pro Real Estate Investments II, LLC*

Background – At their August 24, 2023 meeting, the IA Board directed staff to review the Non-Competitive Economic Development Proposal from Ag-Pro. Staff reviewed the Ag-Pro funding request (Attachment #2) and its subsequent alignment with Policy 114. The Ag-Pro request is for \$690,000 to partially fund the construction of an equipment and machinery rental facility in southwest Tallahassee on Highway 90.

According to the application, Ag-Pro, founded in 1958, has become North **Florida's** largest private Agricultural and Turf John Deere dealer — with 82 locations across 7 states, including Florida, Georgia, South Carolina, North Carolina, Ohio, Kentucky, and Tennessee. The current Tallahassee location on Industrial Drive has been in business for over 10 years, supporting the needs of the **region's** agricultural industry. The applicant indicates that the new location on Highway 90 in southwest Tallahassee will allow Ag-Pro to better support its customer base in western Leon County. The \$2.6 million construction project will include a 6,750-square-foot facility for the lease, sale, and service of their equipment, employing administrative, sales, and service technician staff.

Status: Ineligible under Section 114.03(d) and 114.05(2).

OEV staff reviewed the Ag-Pro funding request and its eligibility under Policy 114. The proposal was evaluated based on all criteria outlined in the Policy and reviewed by staff for compliance. The Ag-Pro proposal is ineligible for funding for the following reasons:

- To be eligible for the program, Policy 114 states in section 114.03(d), “*eligible applicants under this Policy are for-profit or non-profit organizations who are currently registered with the Florida Department of State and are headquartered in the Tallahassee – Leon County area.*” Ag-Pro is headquartered in Boston, Georgia; therefore, they are not eligible for the program.
- Policy 114 states in section 114.05(2) that the proposal will be evaluated on the **project’s** demonstrated alignment with **OEV’s** Targeted Industry Study. The project proposal does not demonstrate alignment with **OEV’s** Targeted Industry Study because the lease, sale, and service of equipment does not align with any of the following four industry sectors: Applied Science & Innovation, Manufacturing & Transportation/Logistics, Professional Services & Information Technology, or Healthcare.

Other Support Available from OEV: Although Ag-Pro is not eligible for the Non-Competitive Economic Development Proposal Program, Ag-Pro can take advantage of other programs and services offered by OEV. For this type of project, working as a business ombudsman, OEV can assist with intergovernmental coordination on outstanding permit requirements, workforce identification and outreach, vendor selection, researching industry analytics and trends, customer identification, community engagement, analyzing local economic conditions, and assistance with utility hook-ups. OEV has communicated with the applicant to ensure they are aware of the other services available to them from OEV but outside of the application for the Non-Competitive Economic Development Proposal Program, Ag-Pro has not utilized OEV support.

Next Steps: Leon County Development Support and Environmental Management (DSEM) issued a Development Order for the site plan on April 19, 2022, and a Notice of Commencement for the building permit on January 30, 2024. Ag-Pro is proceeding with the development of the site and 6,750-square-foot building. OEV will continue to coordinate with the applicant on other opportunities that may be available for economic development programs and services.

### *TallyRobotics, Inc.*

Background – At their November 7, 2023 meeting, the IA Board directed staff to review the Non-Competitive Economic Development Proposal from TallyRobotics. Staff reviewed the TallyRobotics funding request (Attachment #3) and its eligibility under Policy 114. TallyRobotics requests \$100,000 to cover a two-year facility lease, utility payments, and furniture.

According to the application, TallyRobotics, Inc. was founded in 2013 to provide additional Science, Tech, Engineering, Art, and Math (STEAM) education to children and teens in the community through extracurricular activities. Run by approximately 100 volunteers from the community, the organization fields eight teams in the For Inspiration and Recognition in Science and Technology (FIRST) Lego League, FIRST Tech Challenge, and FIRST Robotics Competition Programs while offering three summer camps where students learn the STEAM skills needed to design and build competitive robots. TallyRobotics also offers scholarships to those students who may be unable to afford the program's cost. The skills learned by these students are a critical need in the workforce and provide them with a step up in their preparation for their future careers.

Status: Ineligible under Section 114.04(a), 114.05(A)(4), Section 114.05(3), and Section 114.05(6).

Section 114.04(a) states that a project proposal will be deemed ineligible and will not be considered for funding if they “do not have a general public purpose of improving the local economy of the Tallahassee-Leon County area, pursuant to section 212.055(2)(d)(3), Florida Statutes and do not meet the goals of the economic development strategic plan, to create/retain jobs, and make a capital investment into the local economy.” The TallyRobotics proposal is ineligible for funding for the following reasons:

- Capital Investment (Sections 114.03(a) and 114.05(A)(4)) - To be eligible for the Non-Competitive Economic Development Project Funding program, Policy 114 states in section 114.05(A)(4), that the applicant must, “*demonstrate a capital investment into the community for the general public purpose of improving the local economy.*” Capital Investment is defined in 114.03(a) as “*an investment by a company to pursue its objectives, such as continuing or growing operations. It also can refer to a company's acquisition of permanent fixed assets such as property, plant, and equipment.*” The TallyRobotics proposal would use the funding to secure a location to rent for the next two years. The funding request is for \$90,000 to cover the lease expenses and utilities over two years and \$10,000 for office equipment and supplies. Since 90% of the requested funds would be allocated to a facility lease, an operating expense rather than a capital investment, the TallyRobotics proposal is ineligible under Policy 114.
- Job Creation (Section 114.05(3)) - Policy 114 states in section 114.05(3) that the project must demonstrate the ability to create or retain jobs with at least a livable wage. The proposal from TallyRobotics relies on volunteers instead of paid workers. Therefore, no jobs would be retained or created by funding this request.
- Sustainability (Section 114.05(6)) - Policy 114 states in section 114.05(6) that the project must demonstrate sustainability, including the extent to which the project demonstrates support from local stakeholders (private, public, and non-profit entities, etc.) and must be aligned with and integrated into other public or private investments currently ongoing or planned for the local community. The TallyRobotics proposal does not include any projected revenue or donors to cover operational expenses beyond the initial two-year lease and utility expenses.

Other Support Available from OEV: While TallyRobotics is not eligible for Non-Competitive Economic Development Proposal Funding under Policy 114, OEV staff will continue to support TallyRobotics with site selection services, project management (if needed), advanced manufacturing labor market data, business to business connections, on-going advocacy and support as a workforce development resource.

Next Steps: OEV will continue to coordinate with the applicant on other opportunities that may be available for economic development programs and services.

*Promised Land Community Development Corporation, Inc.*

Background – At their September 21, 2023 meeting, the IA Board directed staff to review the Non-Competitive Economic Development Proposal from Promised Land. The request was for \$730,600 to develop two sites that include a mix of uses, such as housing, retail,

recreation, and a healthcare facility. Since that time, staff has coordinated with Promised Land representatives to identify where their project plans align with the goals of the Non-Competitive Economic Development Proposal Project Funding policy. The medical facilities component of the project may demonstrate alignment with the Healthcare targeted industry.

Status: Funding proposal submission to OEV was postponed at the request of the applicant. Representatives of Promised Land requested more time to develop their funding proposal. OEV regularly coordinates with the applicant as they refine the details of their proposal, which, once submitted, will be evaluated by OEV staff and brought to the IA Board for consideration.

Next Steps: OEV staff will continue to coordinate with Promised Land representatives on their potential funding proposal. Promised Land representatives will submit the funding proposal to OEV staff to evaluate and bring to the IA Board at a future meeting for consideration.

### *Charlie and Tonja Ward Family Foundation*

Background – At their November 7, 2023 meeting, the IA Board directed staff to review the Non-Competitive Economic Development Proposal from the Ward Family Foundation. The request was for \$4,000,000 to build a multi-purpose sports and wellness facility with a community center, retreat center, and event venue. Since that time, staff has coordinated with the Ward Family Foundation representatives to identify where the project plans align with the goals of the Non-Competitive Economic Development Project Funding policy. The wellness facility component of the project may demonstrate alignment with the Healthcare targeted industry.

Status: Funding proposal submission to OEV was postponed at the request of the applicant. The Ward Family requested more time to refine their funding proposal and identify a physical location for their development. OEV regularly coordinates with the applicant as they refine the details of their proposal, which, once submitted, will be evaluated by OEV staff and brought to the IA Board for consideration.

Next Steps: OEV staff will continue to coordinate with Ward Family Foundation representatives on their potential funding proposal. Ward Family Foundation representatives will submit the funding proposal to OEV staff to evaluate and bring to the IA Board at a future meeting for consideration.

## **CONCLUSION:**

This item provides a status update on the Non-Competitive Economic Development Project Proposal Funding requests from Domi, Ag-Pro, TallyRobotics, Promised Land, and the Ward Family Foundation.

Representatives from Domi have withdrawn their application. Upon review of applications submitted by Ag-Pro and TallyRobotics, staff determined that both applications are ineligible under Policy 114. Ag-Pro is not eligible for the funding request for their expansion project at a one-time amount of \$690,000, because the company is headquartered outside the Tallahassee-Leon County area and their proposal does not align with targeted industries as required by policy. The TallyRobotics funding request of

\$100,000 is ineligible because 90% of the requested funds would be allocated to a facility lease and utilities, an operating expense rather than a capital investment, they do not create any jobs, and they do not demonstrate long-term sustainability as required by policy.

Representatives from both Promised Land and the Ward Family Foundation have met with OEV staff and have requested that the submission of their applications to OEV for review be postponed giving them more time to refine their funding proposals. At present, there are no pending applications for the Non-Competitive Economic Development Proposal Funding (Policy 114) under OEV review.

## **OPTIONS:**

Option 1: Accept the status update on Non-Competitive Economic Development Proposal Funding Requests


Option 2: IA Board Direction

## **RECOMMENDED ACTION:**

Option 1: Accept the status update on Non-Competitive Economic Development Project Funding Requests

### Attachments:

1. Policy 114 – Evaluation of Non-Competitive Economic Development Project Proposals
2. Ag-Pro Real Estate Investments II, LLC Non-Competitive Economic Development Project Application
3. TallyRobotics, Inc. Non-Competitive Economic Development Project Application

		<b>DATE</b> September 27, 2021
		<b>NO.</b> 114
<b>TITLE</b>  <b>OFFICE OF ECONOMIC VITALITY</b> <b>Evaluation of Non-Competitive Economic Development</b> <b>Project Proposals Policy</b>	<b>ORG. AGENCY</b> Blueprint Intergovernmental Agency	
	<b>FINAL</b>	
114.01	<p><u>STATEMENT OF POLICY</u></p> <p>This Policy is intended to provide criteria for the evaluation and determination of funding of non-competitive economic development proposals from the economic development portion of the sales tax proceeds allocated to the Office of Economic Vitality (OEV). The existence of this Policy is not intended to create any grant or funding program. The award of any funds is subject to the availability of funds, the approval of the IA Board, and the requirements of this Policy.</p>	
114.02	<p><u>AUTHORITY</u></p> <p>Chapter 163.01(7), Florida Statutes                  Section 212.055, Florida Statutes                  Second Amended and Restated Interlocal Agreement                  OEV’s Economic Development Strategic Plan, as may be amended</p>	
114.03	<p><u>DEFINITIONS</u></p> <p>a. <u>Capital Investment</u>: An investment by a company to pursue its objectives, such as continuing or growing operations. It also can refer to a company's acquisition of permanent fixed assets such as property, plant and equipment.</p> <p>b. <u>Competitive Project</u>: An economic development project where a business is considering expansion or relocation in Tallahassee-Leon County against other potential communities and typically involves the use of incentives and negotiation to induce the business to decide to locate locally. These projects typically align with the OEV strategic plan, target industries, create/retain jobs, and demonstrate capital investment.</p> <p>c. <u>Economic Development</u>: A coordinated course of action across all local assets and resources to facilitate the development, attraction and cultivation of innovative businesses and associated job creation to position the economy for sustained, directed growth raising the quality of living for the citizens of Tallahassee-Leon County.</p> <p>d. <u>Eligible Applicant</u>: Eligible applicants under this Policy are for-profit or non-profit organizations who are currently registered with the Florida Department of State, and are headquartered in the Tallahassee – Leon County area; a unit of a state or local government in the Tallahassee – Leon County area engaged in economic development activities; and public educational institutions located in and serving the Tallahassee- Leon County area. Eligible</p>	

**Evaluation of Non-Competitive Economic Development Project  
Proposals Policy**

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applications must meet the goals of the OEV strategic plan and receive a majority vote of the IA Board for evaluation by staff.

e. Intergovernmental Agency Board of Directors (IA Board): Governing body of the Blueprint Intergovernmental Agency, consisting of the City and County Commissions, as provided for in the Interlocal Agreement, and referred to herein as “IA Board”.

f. Non-Competitive Economic Development Project: A non-competitive economic development project is an economic development project having a general public purpose which supports the improvement of the local economy within the Tallahassee – Leon County area and has demonstrated alignment with OEV’s Strategic Plan, create/retain jobs, and demonstrate a capital investment into the community. The entity proposing the project is not seeking to expand or locate its operations in a different country, state, or in municipalities within the state of Florida. These projects are non-competitive as they are not relying upon the assistance of the local economic development organization and/or provision of incentives to win the project among competing jurisdictions in other cities or states.

g. Office of Economic Vitality: The local economic development organization for the City of Tallahassee and Leon County Government, as defined in section 288.075, Florida Statutes.

h. Office of Economic Vitality Economic Development Strategic Plan: The Economic Development Strategic Plan of the Office of Economic Vitality is a coordinated course of action across all local assets and resources to facilitate the development, attraction and cultivation of innovative businesses and associated job creation to position the economy for sustained, directed growth raising the quality of living for the citizens of Tallahassee-Leon County. The plan, as may be amended, containing plans or goals to enhance the quality of the local economic base, improve community "infrastructure" for economic development and develop leadership and cooperation for the implementation of a local economic development strategy.

i. Targeted Industry Study: Identifies four industry sectors that contribute to private sector job growth, wealth creation, and a diversification of the economy. These industries have a strong potential for growth and interconnect with each other, which maximizes resources and enhances opportunities for innovation and sustainable economic vitality. For Tallahassee-Leon County these industries include: applied sciences and innovation, manufacturing & transportation/logistics, professional services and information technology, and healthcare.

114.04 INELIGIBLE PROJECT PROPOSALS

The following project proposals will be deemed ineligible and will not be considered for funding:

a. Project proposals that do not have a general public purpose of improving the local economy of the Tallahassee – Leon County area, pursuant to section 212.055(2(d)(3), Florida Statutes and do not meet the goals of the economic development strategic plan,



## Evaluation of Non-Competitive Economic Development Project Proposals Policy

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- to create/retain jobs, and make a capital investment into the local economy.
- b. Project proposals from individuals.
- c. Project proposals from entities that are not eligible applicants as defined in section 114.03(d) of this policy.
- d. Project proposals that have not received direction from the IA Board to be reviewed and analyzed by the Office of Economic Vitality.
- e. Project proposals that propose OEV funds be used, directly or indirectly, in whole or in part, to support or oppose any political party, campaign, or candidate, or engage in lobbying the Intergovernmental Agency Board of Directors.
- f. Project proposals from applicants with documented unsatisfactory performance under prior OEV, City, County, State or Federal awards or programs. Documented unsatisfactory performance includes but is not limited to cancellation letters, notices of non-compliance, or substantiated written complaints regarding the applicant.

### 114.05 CRITERIA FOR EVALUATION OF PROJECT PROPOSALS

- A. OEV shall use the following criteria to review and score a request for funds to support a non-competitive economic development project proposal following IA Board approval or direction to review such proposal:
  - 1) The project’s demonstrated alignment with OEV’s Strategic Plan as outlined at <https://oevforbusiness.org/wp-content/uploads/OEV-Strategic-Plan-2022.pdf>, and as may be amended.
  - 2) The project’s demonstrated alignment with OEV’s Targeted Industry Study.
  - 3) The project’s demonstrated ability to create or retain jobs with at least a livable wage.
  - 4) Demonstrates a capital investment into the community for the general public purpose of improving the local economy.
  - 5) The project’s demonstrated return on investment, including the ability to improve the local economy through land/infrastructure improvements, research and development, and economic inclusion through the support of minority and women owned enterprises.
  - 6) The project’s sustainability, including the extent to which the project demonstrates support from local stakeholders (private, public, and non-profit entities, etc.) and is aligned with and integrated into other public or private investments currently ongoing or planned for the local community.
  - 7) Submission to OEV of the following documents from the applicant supporting the applicant’s organizational, financial, and management capacity:
    - a. Certification from the Florida Department of State, Division of Corporations as to the current corporate status of the applicant (non-profit and for-profit corporations only).
    - b. Copy of the Articles of Incorporation of the applicant (non-profit and for-profit corporations only).
    - c. Documents reflecting the organizational, management, and financial structure of the applicant (including but not limited to bank statements, filed tax returns, audited financial

**Evaluation of Non-Competitive Economic Development Project  
Proposals Policy**

NO.	114
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statements and reports, organization chart, resumes of management/leadership team responsible for project activities and deliverables).

d. Recent independent market analysis, performed at the applicant’s expense, evaluating the economic development impact of the proposal to the Tallahassee – Leon County area (required for requests exceeding \$100,000).

e. Proposed budget and proposed Scope of Work for the project.

f. Detailed deliverables for the project.

8) The project’s feasibility and the likelihood that the project will achieve its projected outcomes.

9) The applicant’s performance under previous grant or assistance awards, including whether the applicant as a grantee submitted required performance reports, data, or deliverables.

10) Whether the project proposal, in whole or in part, is consistent with or in compliance with local, state, or federal laws, ordinances, policies, rules, and statutes, or inconsistent with or in violation of the Blueprint Intergovernmental Agency’s Second Amended and Restated Interlocal Agreement, Bylaws, policies, agreements, or IA Board direction.

11) The availability of OEV funds based on other OEV project (competitive and non-competitive) funding obligations, and approved or projected budget.

12) The availability and committed nature of cost sharing by the applicant or matching funds. See section 114.07 regarding documentation of cost sharing or matching

13) Favorable programmatic review and recommendation by the Economic Vitality Leadership Council (EVLIC).

**114.06 REQUEST FOR CLARIFICATION, ADDITIONAL DOCUMENTATION**

At any time during its review, OEV may contact the applicant or entities and persons to request any necessary additional documentation to clarify or substantiate submitted application materials, depending on the type of project proposed. OEV will provide applicants a reasonable amount of time to provide any additional documentation. Applicants agree to execute any releases to allow OEV to obtain information needed to evaluate the project proposal. Failure to provide complete and accurate supporting documentation in a timely manner when requested by OEV may impact the funding recommendation.

**114.07 DOCUMENTATION OF COST SHARING OR MATCHING**

If applicable, the applicant must document that the matching share will: (i) be committed to the project for the period of performance, (ii) be available as needed, and (iii) not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of OEV’s investment assistance. To meet these requirements, applicants must submit for each source of the matching share a commitment letter, board resolution, or equivalent document signed by an authorized representative of the organization providing the matching funds. Additional documentation may be requested by OEV to substantiate the availability of the matching funds. Documented in-kind contributions may provide the cost

## **Evaluation of Non-Competitive Economic Development Project Proposals Policy**

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sharing or matching. Examples of in-kind contributions may include space, equipment, services, or forgiveness or assumptions of debt.

### 114.08 FUNDING RECOMMENDATION

A. Based on the scoring of the criteria contained in this Policy, OEV shall prepare funding recommendations to fund or not fund the non-competitive economic development project proposal. Recommendations to fund may be for an amount less than the amount requested by the applicant. All recommendations shall be in writing and submitted by Agenda Item at a scheduled IA Board meeting.

B. Approval or disapproval to fund a project proposal shall be granted by the IA Board based on the recommendation of OEV, and on the availability of funding.

C. If a non-competitive economic development project proposal is selected for funding, an agreement with specific terms, conditions, tasks, or deliverables will be entered into by the applicant. By signing the agreement the applicant agrees to comply with all provisions. If an applicant is awarded funding, neither OEV nor the IA Board have any obligation to provide additional funding in connection with that award or to make any future award(s). Amendment of an agreement to extend the period of performance is at the discretion of OEV.

### 114.09 FORMS AND OTHER DOCUMENTS

OEV shall have the authority to develop and use forms, agreements, scoring matrix, and other documents necessary to implement the requirements of this policy.

### 114.10 EFFECTIVE DATE

This policy shall be effective on September 27, 2021, upon approval of the IA Board.

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315 South Calhoun Street, Suite 110  
Tallahassee, Florida • 32301  
850.219.1080

## Evaluation of Non-Competitive Economic Development Project Proposal Application

*To Be Filled Out by the Applicant*

Date: 4/11/23 Total Funds Requested: \$ 690,000

Based on the scoring criteria developed pursuant to the Non-Competitive Economic Development Project Proposals Policy No. 114, OEV shall evaluate the funding request as directed by the Intergovernmental Agency Board of Directors. Recommendations to fund may be for an amount less than the amount requested. All recommendations will be in writing and submitted to the Intergovernmental Agency Board of Directors for consideration

### I. ORGANIZATION INFORMATION:

Organization Name:

Ag-Pro Real Estate Investments II, LLC

Organization Address:

P.O. Box 95, Boston, GA 31626

Principal Contact Information:

James Groover, Jr. President/CEO

Name Title

229-977-0102 troach@agproco.com

Phone Number Email Address

### II. PROPOSED INITIATIVE INFORMATION

Provide a brief overview of the proposed initiative, including its specific aims:

Ag-Pro Real Estate Investments II, LLC intends to construct an equipment/machinery rental facility in Tallahassee. This facility will serve contractors of all types, who will in turn, serve the Leon County community by constructing and improving infrastructure with the rented equipment. Local admin, sale and service technician jobs will be created with competitive wages. The construction project (hard costs) will cost an estimated \$2.6MM+/-, which consists of a new 6,750 SQFT modern facility that will be serviced by city utilities. In addition to the on-site construction, we are being required to jack-and-bore under Hwy 90 in order to tap into the sanitary sewer main on the north side of the ROW, provide sidewalks and cross-access driveways for the neighboring property to the west. The sewer connection will allow neighboring properties to be benefited and served as they are developed. Our request is for the site work and sewer hook-up items to be funded through this incentive program.



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850.219.1080

Please explain how the project will satisfy the specified criteria and provide supporting information or documentation for each response.

1) Describe how your project aligns with OEV's Strategic Plan, and as may be amended.
<i>Response:</i> We intend to develop real estate, create jobs and provide much needed equipment and machinery to Leon County contractors, where they can do their jobs for the benefit of our community.
2) Describe how your project aligns with OEV's Targeted Industry Study.
<i>Response:</i> Our customers will serve the manufacturing, industrial, commercial and residential sectors for improving and creating infrastructure, whether it be property/building construction, bridge/road construction, home/subdivision construction, and many other areas.
3) Describe your project's plan for capital investment into the community for the general public purpose of improving the local economy.
<i>Response:</i> We intend to use local contractors as much as possible for the project. Once completed, city utilities will service the property, locals will be employed with competitive wages and tangible & real property tax revenue will be generated.
4) The project must be sustainable, have support from local stakeholders (private, public, and non-profit entities, etc.), and be aligned with and integrated into other public or private investments currently ongoing or planned for the local community. Describe how the project meets these criteria.
<i>Response:</i> Future customers will serve commercial, industrial, residential, manufacturing and infrastructure improvements without Leon County.
5) The project must be feasible and likely to achieve its projected outcomes. What steps will the organization take to initiate, and promote the project? How will the organization measure the projected outcomes of the proposed project?
<i>Response:</i> We engaged local engineers out of Tallahassee to handle the civil engineering of the project, which has led to a seamless site plan approval that was granted earlier this year. Our equipment industry knowledge, strong management and vendor relationships will allow us to provide a top notch operation for years to come.
6) Has the organization ever had a grant or award terminated early by OEV due to noncompliance; or has another agency or sponsor ever requested a return of funds for failure to provide deliverables? If yes, explain.
<i>Response:</i> No.
7) Describe the proposals availability and commitment of cost sharing by the applicant or matching funds. See section 114.07 regarding documentation of cost sharing or matching.
<i>Response:</i> Per the attached proposed/estimated budget and scope of work from our contractor, the total estimated hard construction costs total \$2.6MM. The difference in the total cost to requested funding of \$690K (for site work and sewer hook up) is \$1.91MM, which will be paid by Ag-Pro Real Estate Investments II, LLC.



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Tallahassee, Florida • 32301  
850.219.1080

*The following documentation outlined below must be submitted for your proposal to be evaluated.*

Documentation	Check [X] if attached
a. Certification from the Florida Department of State, Division of Corporations as to the current corporate status of the applicant (non-profit and for-profit corporations only).	x
b. Copy of the Articles of Incorporation of the applicant (non-profit and for-profit corporations only)	x
c. Documents reflecting the organizational, management, and financial structure of the applicant (including but not limited to bank statements, filed tax returns, audited financial statements and reports, organization chart, resumes of management/leadership team responsible for project activities and deliverables).	x
James Groover, Jr., a Tallahassee resident is the President/CEO of all Ag-Pro entities. He has been in the business his entire life and has led Ag-Pro to be the largest private John Deere Ag & Turf equipment dealer in the United States. Tanner Roach, our real estate manager, will see this project through to completion.	
d. Recent independent market analysis, performed at the applicant's expense, evaluating the economic development impact of the proposal to the Tallahassee – Leon County area (required for requests exceeding \$100,000).	TBD
e. Proposed budget and proposed Scope of Work for the project.	x
f. Explanation of Expected Project Deliverables.	x

*The applicant may attach additional information and relevant documents to this application. OEV may request additional documents or information after the application submission as a part of the evaluation process.*

7464 Jared Court  
Tallahassee, FL 32309  
850-294-2895  
JBEsites@gmail.com



## BID

**ADDRESS**  
AG-PRO TALLAHASSEE  
PLAN SET- JUNE 2022

**BID # 1294**  
**DATE 08/29/2022**

---

TRUCK	DESCRIPTION	AMOUNT
<b>MOBILIZATION</b>		43,000.00
<b>SURVEYING</b>		15,000.00
<b>ENVIRONMENTAL</b>		20,000.00
<b>CLEARING AND GRUBBING</b>		32,000.00
<b>EARTHWORK</b>		206,000.00
limerock base		52,800.00
Water service		24,000.00
<b>STORM DRAIN SYSTEM</b>		40,000.00
Pond overflow		3,230.00
<b>SD ASPHALT</b>		86,000.00
<b>HD ASPHALT</b>		15,600.00
<b>STRIPING AND SIGNAGE</b>		6,000.00
Sewer		0.00



TRUCK	DESCRIPTION	AMOUNT
SIDEWALK		0.00
CONCRETE PAVING		0.00
BALLARDS		0.00
NPDES PERMIT		1,500.00
limerock base 12"	Sy	57,000.00
Installing Millings	2421 SY 4"thick	28,356.00
Excludes: Sewer (not enough info), Site concrete, Landscape, Irrigation, sod, seed.		
Removal/replacement of unsuitable soils.		
Unit price for replacement of unsuitable soils : \$35/C.Y., truck measure.		
	<b>SUBTOTAL</b>	<b>630,486.00</b>
	<b>TAX</b>	<b>0.00</b>
	<b>TOTAL</b>	<b>\$630,486.00</b>

Accepted By

Accepted Date



# Standard Utilities, Inc.

709 Gil Harbin Industrial Blvd. • Valdosta, Georgia 31601  
www.standard-utilities.com  
Georgia Utility License Number - UC301934 • GA DOT # 285219

Apr 10, 2025

Attn: Tanner Roach  
Ag-Pro Companies  
19595 US Hwy 84 East | P.O. Box 95  
Boston, GA 31626

RE: Ag-Pro Tallahassee Sewer Bore

Standard Utilities, Inc. proposes to furnish necessary labor and boring equipment to perform the following work on the above-referenced project:

The price includes:

1. Installation of the following:  
180 LF of 14" (.250 wall) steel casing via jack and bore.  
Labor - \$259.00 per LF | Material - \$81.00 per LF (\$61,200.00)
2. Casing (optional)
3. Mobilization
4. Locates
5. Boring and Welding Equipment
6. Operator for your excavator
7. All Safety PPE
8. Certified Welders
9. Digging of jacking pit

The price does not include:

1. Digging of receiving pit
2. Pipe testing
3. Shoring
4. Excavator
5. Dewatering
6. Carrier material/ installation
7. Traffic control of any kind
8. Additional easements
9. Rock for pit stabilization
10. Erosion control or grassing
11. Clearing
12. Permits of any kind
13. Boring rock, if encountered
14. No utility locates under hard surfaces or private property
15. Survey/layout
16. Haul off of spoil material
17. Access and egress to bore pits

Additional Terms:

1. Sufficient room shall be provided for our jacking pit with the dimensions of 12' wide by 36' long.
2. Payment is due within 30 days of completion
3. No retainage held
4. The steering head must be able to be retrieved in full 20' length.

Shad Dean, President

Ryan Smith, Estimator

# *State of Florida*

## *Department of State*

I certify from the records of this office that AG-PRO REAL ESTATE INVESTMENTS II, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 5, 2018, effective December 5, 2018.

The document number of this limited liability company is L18000279873.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 23, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of April, 2023*



  
*Secretary of State*

Tracking Number: 3042552408CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L18000279873  
FILED 8:00 AM  
December 05, 2018  
Sec. Of State  
kepage

**Article I**

The name of the Limited Liability Company is:  
AG-PRO REAL ESTATE INVESTMENTS II, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
19595 US HWY 84  
BOSTON, GA. 31626

The mailing address of the Limited Liability Company is:  
19595 US HWY 84  
BOSTON, GA. 31626

**Article III**

The name and Florida street address of the registered agent is:  
CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL. 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KELLI SHORTTE

#### Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR  
JAMES M GROOVER JR  
19595 US HWY 84  
BOSTON, GA. 32301

L18000279873  
FILED 8:00 AM  
December 05, 2018  
Sec. Of State  
kepage

#### Article V

The effective date for this Limited Liability Company shall be:

12/05/2018

Signature of member or an authorized representative

Electronic Signature: MATTHEW CARLTON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L22000228475  
FILED 8:00 AM  
May 16, 2022  
Sec. Of State  
tlemieux

**Article I**

The name of the Limited Liability Company is:  
RENT-PRO EQUIPMENT, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
2905 N PINE AVE  
OCALA, FL. 34475

The mailing address of the Limited Liability Company is:  
P.O. BOX 95  
BOSTON, GA. 31626

**Article III**

The name and Florida street address of the registered agent is:  
JAMES M GROOVER JR  
2890 INDUSTRIAL PLAZA DRIVE  
TALLAHASSEE, FL. 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JAMES M GROOVER JR

#### Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR  
JAMES M GROOVER JR  
P.O. BOX 95  
BOSTON, GA. 31626

Title: MGR  
MATTHEW W CARLTON  
P.O. BOX 95  
BOSTON, GA. 31626

L22000228475  
FILED 8:00 AM  
May 16, 2022  
Sec. Of State  
tlemieux

#### Article V

The effective date for this Limited Liability Company shall be:

05/16/2022

Signature of member or an authorized representative

Electronic Signature: MATTHEW CARLTON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

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## Non-Competitive Economic Development Project Proposal Application

**Date:** 11/7/23 **Total Funds Requested:** \$ 100,000.00

The Office of Economic Vitality (OEV) shall evaluate the funding request as directed by the Intergovernmental Agency Board of Directors based on the scoring criteria developed pursuant to Policy No. 114, Evaluation of Non-Competitive Economic Development Project Proposals. Recommendations to fund may be for an amount less than the amount requested. All recommendations will be in writing and submitted to the Intergovernmental Agency Board of Directors for consideration.

### I. Organization Information:

**Organization Name:**

TallyRobotics

*Organization Name*

**Organization Address:**

3494 Colonnade Drive

*Street Address*

Line 2

Tallahassee

*City*

FL

*State*

32309

*Zip*

**Principal Contact Information:**

Laura Leonard

*Name*

Executive Director

*Title*

(850) 583-1775

*Phone Number*

laura@tallyrobotics.org

*Email Address*

## **II. Proposed Initiative Information**

### **Provide a brief overview of the proposed initiative, including its specific aims.**

We propose an investment of \$100,000 to support the lease of space for our entire organization which would support our teams and the addition of programs that would increase our revenue and community engagement. TallyRobotics aims to become the Big Bend hub for K-12 Robotics Education igniting the passion for engineering and science in our future workforce. Our goal is to partner with local tech companies to provide pathways from local robotics teams to internships, scholarships, and local jobs for students who realize the value of the dynamic community in Tallahassee. Securing permanent space for our organization and our teams, will allow us to operate out of a central location and invite local businesses to engage with our students to develop those potential future employees.

### **Describe how your project aligns with OEV's Economic Development Strategic Plan.**

Our organization provides a whole person approach to Workforce Development with out students so that they reach the High School level ready to start internships with local companies that lead to apprenticeships and jobs in those companies either before, during, or after post-secondary education. While our organization doesn't directly hire many people, we train the people Tallahassee and Leon County want to keep in their community and in their workforce. Our students are preparing to work in fields such as manufacturing, software development, all types of engineering, web design, and other science heavy fields. Our students are also receiving leadership training that will prepare them to be engaged citizens in their communities.

### **Describe how your project aligns with OEV's Targeted Industry Study**

Our project supports the industries that are supported and targeted for growth by OEV and other organizations in Tallahassee such as Launch Tally, TalTech Alliance, Jim Moran Institute, etc. by providing the foundational education and training for potential volunteers in those industries. Students gain skills that support the following:

Applied Sciences and Innovation: TallyRobotics currently works with the FAMU-FSU College of Engineering to support our robotics teams and expose students to the wonderful educational and research opportunities in the Tallahassee area. Students are learning skills related to these fields including engineering documentation, iteration, project management, and more.

TallyRobotics is currently housed at Idea Lab in Innovation Park but has also worked with Domi Station and is a member of the Institute for Nonprofit Innovation and Excellence. TallyRobotics enjoys the strategic location near so many R&D businesses and has begun attracting industry mentors to support our students.

Manufacturing and Transportation Logistics: Students on TallyRobotics teams are learning skills that prepare them for potential jobs in Manufacturing and Transportation Logistics. Students learn to work with hand tools and larger tools such as drill presses, chop saws, some work on CNC machines, and learn to use laser cutters. All skills that can be developed and applied to this industry. Danfoss is a sponsor of the Tallahassee FRC Regional that takes place at FAMU in March and is attended by TallyRobotics' FRC Team.

Professional Services and Tech: TallyRobotics team members are actively learning skills related to Project Management, Design/Web Design, Coding, Business Planning, Fundraising, and more. Students design and program their robots using modern coding languages like Java, Python, and C++. All of these skills will carry them into real world jobs in Professional Services and Tech.

Health Care: Although not directly related, most of the skills learned by TallyRobotics students would be a benefit to them and help prepare them for potential jobs in healthcare. This was made very clear at the Worlds of Work event in October where we were able to witness and use the Da Vinci Machine that was brought to the event by TMH.

**Describe your project's plan for capital investment into the community for the general purpose of improving the local economy.**

Our vision is to bring FIRST programs to as many students as possible in the Big Bend Area of Florida and to partner with local tech companies to develop pathways to tech internships, apprenticeships, and jobs following high school, trade school, and college. TallyRobotics aims to become the Big Bend hub for K-12 Robotics to train students as well as educators and mentors. TallyRobotics already offers annual Coach Training for the LEGO Level. We also help new programs start in other community groups and schools to broaden access to robotics programming. Through grants we have received, we are able to provide student scholarships to our program and we are able to invest in helping other organizations start the program. We are working with the Institute of Nonprofit Innovation and Excellence to develop more revenue pathways that will allow us to hire local support and invest in the community.

**Describe how the project meets the following criteria:** *The project must be sustainable, have support from local stakeholders (private, public, and non-profit entities, etc.), and be aligned with - and integrated into - other public or private investments currently ongoing or planned for the local community.*

Our team members pay fees to participate on teams. We also conduct fundraising and write grants. We are currently supported by a grant from the Jacarlene Foundation and by a grant from Children's Services Council of Leon County. We also benefit from donated space via Idea Lab at Innovation Park (North Florida Innovation Labs). Additionally, the FAMU-FSU College of Engineering is considered a sponsor of TallyRobotics because of the access it allows our High School team to the College of Engineering Machine Shop and because they allow our organization to hold Summer Camps in their facility. We have also benefited from donated

space at Domi Station and call on them from time to time for event support. We also have local support from Hutt Recruiting Services, Ruvos, i2X Solutions, The Challenger Learning Center, and Aegis Business Technologies.

TallyRobotics started in the founders' home in 2013 and has grown beyond our ability to keep up every year. In 2018 we officially incorporated moving out of coaches' homes and into donated space beginning in 2019 when our first LEGO League team went to World Championship. Although our entire community was gutted during COVID-19, we continued to meet and have built back to even greater numbers than before COVID-19. There is high demand in our community for our organization. Every year we max out our camps and every year we turn away students because we don't have enough space and enough coaches for our teams. Should we receive this assistance, we are confident that there will be increased community support and revenue to sustain the project as we increase our impact and capacity.

**The project must be feasible and likely to achieve projected outcomes. What steps will the organization take to initiate and promote the project? How will the organization measure the projected outcomes of the proposed project?**

Should we be awarded the requested amount, we would work with OEV to lease appropriate space in the specified areas of town and immediately implement our increased services to the community. We will work with our supporters to expand programming and implement student internships. We will track progress by data collection and the outcome surveys to be submitted to OEV at specified intervals.

**Has the organization ever had a grant or award terminated early by OEV due to non-compliance, or has another agency or sponsor ever requested a return of funds for failure to provide deliverables? If yes, explain.**

No.

**Describe the proposal's availability and commitment to cost sharing by the applicant or matching funds. See Policy No. 114, Section 07 regarding documentation of cost sharing or matching.**

We currently have a \$100,000 grant from the Jacarlene Foundation and a \$15,000 grant from the Children's Services Council of Leon County. Some of this funding can be committed to outfitting space provided by funding through this request. We are also applying for funding from the Office of Naval Research and are considering Summer Enrichment Funding from Children's Services Council of Leon County that would support programming.

**Proposed Budget and proposed Scope of Work for the Project**

Proposed Budget:

Potential Lease & Utilities for 2 years	100,000.00		
Furnishings	10,000.00		
		White Boards	\$800
		3D Printer supplies	\$1,200
		Lab Tables	\$1,100
		Parts storage & shelving	\$4,500
		Chairs & Tables	\$2,400

Scope of Work

1. Tasks
  - a. Engage realtor or assistance from OEV
  - b. Locate Property
  - c. Negotiate Lease
  - d. Obtain appropriate Insurance
  - e. Organize and execute move
  - f. Grand Opening
  - g. Work with community partners to create opportunities for students
2. Deliverables
  - a. Students engaged with community organizations in internships
  - b. Increased number of students accessing TallyRobotics Programming
  - c. Increased revenue to provide greater support of the organization
  - d. Long-term home for TallyRobotics to increase capacity and community impact

**Explanation of Expected Project Deliverables**

The main deliverable for this project will be a long-term home that provides stability and security for the TallyRobotics organization. The result of this stability will be increased numbers of students who are able to take advantage of our robotics programming, more revenue that will be invested back into the community through scholarships and team launch programs, and TallyRobotics students accessing Internships with local organizations. Students will have the opportunity to increase their skills and knowledge while being exposed to potential long-term job opportunities in our community.

### III. Documentation Checklist

*The following documentation outlined below must be submitted for your proposal to be evaluated.*

<b>Documentation</b>	<b>Check the box, if attached</b>
Certification from the Florida Department of State, Division of Corporations as to the current corporate status of the applicant (non-profit and for-profit corporations only).	<input checked="" type="checkbox"/>
Copy of the Articles of Incorporation of the applicant (non-profit and for-profit corporations only).	<input checked="" type="checkbox"/>
Documents reflecting the organizational, management, and financial structure of the applicant. Including, but not limited to, bank statements, filed tax returns, audited financial statements & reports, organization charts, and resumes of management/leadership team responsible for project activities & deliverables.	<input checked="" type="checkbox"/>
Recent independent market analysis, performed at the applicant's expense, evaluating the economic development impact of the proposal to the Tallahassee-Leon County area. <i>Required for requests exceeding \$100,000.</i>	<input type="checkbox"/>
The proposed budget and proposed Scope of Work for the project.	<input checked="" type="checkbox"/>
Explanation of Expected Project Deliverables.	<input checked="" type="checkbox"/>

*The applicant may attach additional information and relevant documents to this application. OEV may request additional documents or information after the application submission as a part of the evaluation process.*

### IV. Application Submission

Completed application forms, with accompanying documentation listed above, must be presented to the Blueprint IA Board for consideration. The links below provide updated information for current IA Board members.

[Leon County Board of  
County Commissioners](#)

[Tallahassee City  
Commission](#)

**Blueprint Intergovernmental Agency**  
**Board of Directors**  
**Agenda Item #3**  
**February 29, 2024**

<b>Title:</b>	Informational Item Outlining Steps for Restructuring the Blueprint Intergovernmental Agency
<b>Category:</b>	General Business
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, PLACE Susan Dawson, Blueprint Attorney

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**STATEMENT OF ISSUE:**

At the November 7, 2023 meeting, the IA Board requested an informational item outlining the steps for restructuring the Intergovernmental Agency so that the senior executive level staff reports directly to the IA Board. This informational item provides an overview of the current organizational structure of the Blueprint Intergovernmental Agency and outlines steps required should the County and City Commissions wish to change the structure of the Agency.

**FISCAL IMPACT**

This item has no fiscal impact. Future actions taken by the City Commission and Board of County Commissioners amending the Interlocal Agreement to change the current structure would have a fiscal impact.

**RECOMMENDED ACTION:**

Option 1: Accept the informational item.

## SUPPLEMENTAL INFORMATION:

This item, as requested by the IA Board, provides an overview of the current organizational structure of the Blueprint Intergovernmental Agency, and outlines the steps for changing the structure of the Agency to have the PLACE Director, Blueprint Director, OEV Director, and Blueprint Attorney report directly to the IA Board of Directors.

Under the current structure, the Blueprint program has created a more livable, sustainable, and vibrant community through transformational infrastructure projects and expanding economic access and opportunity. Over the life of the Blueprint 2000 and 2020 surtaxes, this model has delivered and is poised to complete \$1.44 Billion in projects to reduce congestion by providing over 40 miles of new or improved roadways and over 208 miles of bicycle and pedestrian facilities; improve water quality through over \$135 million in dedicated water quality and stormwater projects; increase the quality of life by creating or preserving 1,800 acres of public/park space and natural areas, including 17 new public parks; and spurring private investment through economic development projects that have seen an over 6:1 return on investment diversifying our economy and providing thousands of new jobs.

As has been presented to the IA Board in prior agenda items, the structure of the BPIA is key to the accelerated delivery of these projects. Consolidated decision making of the BPIA Board brings long-term commitment to the approved projects, joint leadership of the Intergovernmental Management Committee (IMC) removes jurisdictional barriers and aligns resources of both the City of Tallahassee and Leon County governments, and a dedicated team of staff maintains targeted focus on implementing projects and initiatives. Additionally, the Department of Planning, Land Management, and Community Enhancement (PLACE) integrates the myriad of Planning functions, the Office of Economic Vitality programs, and Blueprint infrastructure projects to ensure the orderly and balanced growth of our community while increasing opportunity for residents, providing a high quality of life, and protecting our environment.

Upon the completion of the 1989 sales tax, a diverse group of citizens formed the Economic and Environmental Consensus Committee (EECC), to provide a series of holistic recommendations related to transportation, natural resources, and stormwater needs for the community, regardless of political boundaries. Their work was published in a report, titled “**Blueprint 2000 and Beyond: A Community based Guide for Economic Development and Natural Resources Management,**” which formed the foundation for the Blueprint 2000 program. The EECC recommended that the two governments enter into an interlocal agreement instead of utilizing the statutory split of surtax funds. The County and City staffed a lengthy process with the EECC to develop a list of projects to implement the recommendations in the EECC report, and the BPIA was established to implement the vision developed by the citizens of Leon County. The Board and City Commission each approved this approach via interlocal agreement.



***PLACE Staff Description***

At the November 7, 2023 Blueprint Intergovernmental Agency meeting, the IA Board directed staff to prepare an informational item outlining the steps required should the County and City Commissions wish to change the organizational structure of the Blueprint Intergovernmental Agency so that the Blueprint Director, OEV Director, and Blueprint Attorney report directly to the IA Board. It should be noted that the **PLACE Director’s** responsibilities extend beyond Blueprint and, as such, are beyond the scope of the IA.

During the Director Discussion on this item, the IA Board specifically compared the Blueprint Director position to both the City Manager and County Administrator positions and compared the Blueprint Attorney position to both the City Attorney and County Attorney positions. It should be noted that the Director of PLACE, Blueprint Director, and OEV Director are departmental directors, comparable to the directors of other City or County departments (e.g., Growth Management Director, Public Works Director, etc.), and do not constitute “**senior executive level staff.**” The Blueprint Attorney is also departmental staff. None of these positions are elected or appointed and, as such, do not have job or class specifications that indicate they are a level comparable to appointed officials at either the City or County.

While BPIA employees can select either City or County benefits, the Agency utilizes the **City’s** human resources system for advertising positions, maintaining position descriptions, and identifying applicable pay bands. In the **City’s** human resources system, appointed officials, including the City Manager and City Attorney, fall within pay band A. The Deputy City Manager, Deputy City Attorney, and Assistant City Managers fall within pay band B. Departmental directors, including the PLACE Director, Blueprint Director, and OEV Director, fall within pay band C. Division managers within departments, including the Blueprint Attorney, fall within pay band D. As such, the positions of Director of PLACE, Blueprint Director, OEV Director, and Blueprint Attorney are not comparable to the positions of the appointed officials or senior executive level staff.

***Previous IA Board, City Commission, and Board of County Commissioners Consideration of the Blueprint Intergovernmental Agency Organizational Structure***

This item presents the IA Board with information outlining the steps that would be required to change the structure of the Blueprint Intergovernmental Agency to have any Blueprint employee report directly to the IA Board of Directors.

Previously, the IA Board, the City Commission, and the Board of County Commissioners have each been provided with a comprehensive analysis, and documentation, regarding the history and organizational structure of the Blueprint Intergovernmental Agency. This information was presented to the IA Board as an informational item on March 31, 2022 (Attachment #1). The IA Board discussed the item but took no action. This information was also previously provided to the City Commission at their August 23, 2023, City Commission meeting in an item regarding the PLACE Director, the structure of PLACE and Blueprint (Attachment #2). At that time, the City Commission unanimously voted to accept the update and take no further action. Additionally, this information was provided

to the Board of County Commissioners at their November 14, 2023 meeting as an item on the Overview of the Blueprint Intergovernmental **Agency's** Current Organizational Structure (Attachment #3). At that meeting, the Board voted to accept the overview of the Blueprint Intergovernmental **Agency's** current organizational structure and took no further action.

These three attachments, respectively, provide extensive analysis, details, and historical documentation that covers entirely the basis, purpose, and organizational structure of Blueprint. The sections below synopsizes that analysis and provides the process should the County and City Commissions wish to change the current structure.

### ***Overview of the Current Intergovernmental Agency Organizational Structure***

The Blueprint Intergovernmental Agency (BPIA) is a joint City-County agency established to implement an ambitious plan for the local government infrastructure sales surtax approved by the voters to efficiently construct large, transformative, and generational projects to continuously improve our community through coordinated planning of transportation, utilities, stormwater, parks, and greenways and to implement economic development programs. Blueprint is made up of two divisions, Blueprint Infrastructure and the Office of Economic Vitality (OEV). Funding for Blueprint Infrastructure projects and the Office of Economic Vitality projects and programs comes from a local one-cent sales surtax, which was approved by local voters in 2000 and again in 2014. The BPIA receives 78% of the surtax (66% infrastructure and 12% economic development), the City of Tallahassee receives 10%, and Leon County receives 10% as well with an additional 2% being provided to the “**Livable** Infrastructure for Everyone” (LIFE) Program.

The organizational structure of the BPIA, established by Interlocal Agreements between Leon County and the City of Tallahassee, includes consolidated decision making and policy direction from a Board of Directors and joint managerial and administrative leadership from the County Administrator and City Manager as the IMC. The BPIA Board of Directors, which is comprised of the City and County Commissions sitting as one body, is the consolidated decision-making body that sets the budget and provides policy direction to the Agency. **The IMC jointly administers the BPIA program** and ensures coordination of large-scale, multifaceted, interjurisdictional projects are completed. The City Manager and County Administrator direct the performance of the Director of PLACE, who is responsible for managing the day-to-day functions of Blueprint, the Office of Economic Vitality, and the Planning Department.

In addition to the two divisions comprising Blueprint (Blueprint Infrastructure and the Office of Economic Vitality), the Tallahassee-Leon County Planning Department is also under the management of the Department of PLACE. The organizational structure of the Department of PLACE provides the opportunity to maximize efficiency and integrate the technical and professional resources to bring to bear on projects, which currently reside within the Planning Department, OEV, and Blueprint. Additionally, Attachment #1, Attachment #2, and Attachment #3 document how the current structure within City and County management support and enable the Department of **PLACE's** efficiency and impact by aligning their programs and operations within the larger City and County

administrations and work teams. This particular role of the PLACE Director is outside the scope of the IA.

This organizational structure provides for the unique, coordinated integration of urban planning, with construction and economic development to ensure streamlines execution of projects, orderly growth, and maximization of economic impact. As a result, and as documented in these attachments, the entities under the management of the Department of PLACE (Planning, Blueprint and OEV) have developed and implemented projects and programs that garner attention and recognition on local, state, national, and international levels. At the international and national level, the entities under the management of the Department of PLACE have received awards from the International Economic Development Council, American Planning Association, American Public Works Association, and the National Association of Counties.

### ***Purpose of the Current Intergovernmental Agency Organizational Structure***

The Blueprint structure was created for the implementation of specific projects approved by the County and City Commissions after extensive public engagement and subsequent approval by the voters of Leon County. This resulted in an ambitious plan for the local government infrastructure sales surtax approved by the voters and to do so with maximum collaboration, transparency, accountability, and efficiency. In just over two decades since its launch, Blueprint has created some of the most transformative and catalytic projects of the past generation. From major transportation projects, like widening Capital Circle and improving Franklin Boulevard; to immense environmental projects, like transforming Cascades Park from a closed brownfield to a world class central park and activity hub; to creating 1,400 acres of new public greenspaces in 10 new community parks, 19 miles of new sidewalks and 13 miles of new trails, Blueprint has proven record of quickly transforming our **community's** biggest challenges into vibrant centers of recreation, commerce, and public places for all to enjoy while attracting hundreds of millions of dollars in private sector investment. In that structure, the BPIA sets budget and policy, and a separate management structure ensures efficient implementation.

Less than ten years ago, the Office of Economic Vitality (OEV) was created within the same BPIA structure and management to capture, as never before, our largest economic opportunities. Since its creation, OEV investments have been applied to the creation of thousands of new jobs in our community. From the well-publicized Amazon project and retaining and growing advanced manufacturing companies like Danfoss Turbocor; to investing in new, federally backed Innovation Lab aligned with our universities and research institutions to grow applied science innovation and jobs, to expanding our local minority, women and small businesses, OEV has established a record where limited local public investments, by the BPIA, leverage hundreds of millions in new private sector capital investment, tens of millions in new annual wages, and the creation of 1,000s of new, sustainable, and well-paying jobs. Since 2000, the BPIA has invested over \$775M into infrastructure projects and nearly \$46M into economic development projects (nearly

\$825M total). Moreover, it has leveraged over \$405M in outside grants and investments toward these local Blueprint projects, priorities, and outcomes.

The current organizational structure contains the following key elements:

- Consolidated decision making of a unified, singular BPIA Board of Directors,
- Long-term commitment to an approved list of projects,
- Joint executive leadership of the IMC which removes jurisdictional barriers and aligns and fully leverages the resources of both governments, reducing costs and maximizing efficiency,
- A dedicated team of staff focused solely on implementing the largescale projects, programs, and initiatives of Blueprint and OEV,
- A BPIA structure which provides targeted annual financial audits and enables independent bond capacity,
- A Department of PLACE that integrates the myriad of Planning, Blueprint and OEV functions, projects, programs, and investments to ensure orderly and balanced growth, across our community, while increasing economic opportunities for residents, providing a high quality of life, and protecting our environment.

Blueprint was created locally to address our specific local needs and is highly unique. It utilizes a legislatively authorized surtax, detailed below, as its primary revenue source.

### ***Interlocal Agreement Establishing the Blueprint Intergovernmental Agency Organizational Structure***

The organization structure, which includes the current management structure, of the Blueprint Intergovernmental Agency is established by Interlocal Agreement between the City of Tallahassee and Leon County. As such, any changes to the Interlocal Agreement must be made by the City Commission and Board of County Commissioners. Changes to the Interlocal Agreement are not made by the IA Board since the IA Board is created by the Interlocal Agreement and is not a party or signatory to the Interlocal Agreement.

It should be noted that changes to the Interlocal Agreement regarding the organizational structure of the Intergovernmental Agency are different from changes to specific Blueprint Infrastructure Projects. The Interlocal Agreement between the City of Tallahassee and Leon County specifically indicate that the Blueprint Intergovernmental Agency has authority, pursuant to direction or authorization by the IA Board of Directors, by the Blueprint Agency Bylaws (which much be consistent with the Interlocal Agreement) or by the powers granted by the Interlocal Agreement. The City Commission and Board of County Commissioners specifically delegated, in the Interlocal Agreement, the process for amendments or deletions to Infrastructure projects to the IA Board through the Substantial Amendment process (which outlines voting thresholds for members of the IA Board who are on the City Commission, and members of the IA Board who are on the County Commission). This process, consistent with the Interlocal Agreement, is included in the Blueprint IA Bylaws.

***Parliamentary Procedures for the Blueprint Intergovernmental Agency Meetings***

The IA Board uses Roberts Rules of Order Revised as the adopted rule of meeting procedure for IA Board meetings. The use of Roberts Rules of Order is specifically included in the Intergovernmental Agency Bylaws, Procedures, and Policies and has been since the original establishment of the Blueprint IA Bylaws in 2001. It should be noted that the IA **Board’s** use of Roberts Rules of Order is distinctly different from how the Board of County Commissioners and the City Commission operate their respective meetings. Both the City Commission and the Board of County Commissioners use simplified versions of **Robert’s** Rules. If the City Commission and/or Board of County Commissioners adopted the use of **Robert’s** Rules of Order, they would need to have a parliamentarian to interpret and apply them. Neither the City Attorney nor the County Attorney serve as parliamentarian interpreting and applying **Robert’s** Rules of Order.

Since the IA Board has officially adopted **Robert’s** Rules of Order, they have utilized the Blueprint Attorney as the parliamentarian with the responsibility to interpret and apply the Rules. Under **Robert’s** Rules (§ 47) the parliamentarian plays a strictly advisory role in the conduct of meetings. Points of parliamentary inquiry can only be addressed to the chair. The Blueprint Attorney must play a strict advisory role in the conduct of IA Board meetings. As the IA **Board’s** parliamentarian, the Blueprint Attorney has a duty to inform the IA Board when they make a motion or take action that is out of order or when strict adherence to **Robert’s** Rules of Order is not being followed. Again, this is different from the role the City Attorney and County Attorney each have at their respective **commission’s** meetings as neither the City Attorney nor the County Attorney serve as parliamentarian interpreting and applying **Robert’s** Rules of Order at the City Commission or County Commission meetings. Should the IA Board wish to change their parliamentary procedures to adopt a simplified version of **Robert’s** Rules of Order, similar to the parliamentary procedures used during County and City Commission meetings, the IA Board has the discretion to amend the Intergovernmental Agency Bylaws to make this change.

As noted in the section below, **Robert’s** Rules of Order is important for the proper process for discussing and changing the organizational structure of the Blueprint Intergovernmental Agency.

***Process for Changing the Intergovernmental Agency Organizational Structure***

The process for changing the Blueprint Intergovernmental Agency organization structure is to amend the Interlocal Agreement between the City and the County and implement the amended interlocal agreement through subsequent changes to job and class specifications in the City and **County’s** Human Resources documents and procedures.

- A. Steps to Change the Structure of the IMC, PLACE Director, Blueprint Director, or OEV Director - The Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida dated May 9, 2017 specifically addresses the roles of the County Administrator and City Manager as the IMC, the Director of PLACE, the Blueprint Director, and the OEV Director. This second addendum outlines the

responsibilities of these positions as well as the management structure of these positions.

In short, the Director of PLACE reports to the Intergovernmental Management Committee (IMC). The Director of PLACE manages a staff consisting of a Blueprint Director, OEV director, and other necessary and appropriate personnel. In addition, the PLACE Director manages the Tallahassee-Leon County Planning Department, a Joint City-County Department established under a different Interlocal Agreement between the City of Tallahassee and Leon County. The First Amended and Restated Interlocal Agreement for the Joint City/County Planning and Zoning Department places the management responsibility for the Planning Department with the Director of PLACE. The management of the Planning Department is also addressed in the First Amended and Restated Interlocal Agreement Establishing the Department of Planning, Land Management, and Community Enhancement and Director.

Should the City Commission and Board of County Commissioners wish to change the reporting structure for the IMC, Director of PLACE, Blueprint Director, or OEV Director, the Interlocal Agreement creating the structure would need to be amended. As noted previously, changes to the Interlocal Agreement are not made by the IA Board since the IA Board was created by the Interlocal Agreement and is not a signatory to the Interlocal Agreement.

City and County Commission Direction: The proper posture for the IA Board Members to discuss the structure of the Blueprint Intergovernmental Agency would be as the City Commission and the Board of County Commissioners at their respective meetings or together at a Joint City Commission/County Commission meeting because the structure of the BPIA is established by an Interlocal Agreement between the two governments. Items have previously been included on agendas for both the City Commission (Attachment #2) and the County Commission (Attachment #3). The IA Board can request information about the BPIA (as has been previously provided in Attachment #1 and as is included in this item) but the IA Board would not be able to amend the Interlocal Agreement because the IA Board does not have authority to vote on changes to the Interlocal Agreement except where the IA Board has specifically been delegated such responsibilities by the City Commission and Board of County Commissioners in the Interlocal Agreement (i.e., the City Commission and the Board of County Commissioners included in the Interlocal Agreement the “**substantial** amendment **process**” for the amendment or deletion to projects and programs).

While the IA Board may discuss the organizational structure of the BPIA, any action to change the structure needs to occur with the City Commission and the Board of County Commissioners at their respective meetings or together at a Joint City Commission/County Commission meeting because the structure of the BPIA is established by an Interlocal Agreement between the two governments. As noted previously, The IA Board uses Roberts Rules of Order Revised as the adopted rule of meeting procedure for IA Board meetings. According to **Robert’s** Rules of Order,

which is the adopted rule of meeting procedure for the IA Board, it is improper for a body or board to consider a motion that conflicts with the corporate charter, constitution, or bylaws (for the IA Board, this would be the Interlocal Agreement and Bylaws) per § 10:26 and § 39:5. Therefore, any motion by one of the BPIA directors to change the structure of the BPIA as established by the Interlocal Agreement between the City of Tallahassee and Leon County would be improper. Again, the IA Board may request information (as was provided previously in Attachment #1 and is provided in this item), but IA Board of Directors may not make motions to amend the Interlocal Agreement because the motion would be improper in accordance with **Robert's** Rules of Order, because the IA Board is a creation of and not a signatory to the Interlocal Agreement, and because the ability to amend the Interlocal Agreement was not delegated to the IA Board by the City Commission and Board of County Commissioners. Such actions would only be permissible by the City Commission and Board of County Commissioners at duly noticed meetings of the respective bodies.

Amendment to Interlocal Agreements: To change the organizational structure of the Blueprint Intergovernmental Agency, the Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida dated May 9, 2017 would need to be amended. The proposed changes to the Interlocal Agreement would need to be approved by both the City Commission and the Board of County Commissioners by a majority vote at a duly noticed meeting of each respective Commission. Once approved by both Commissions, the change would become effective upon the execution of the amended interlocal agreement by the proper officers of the City (the Mayor) and County (the Chair of the Board) and upon filing with the **City's** Treasurer Clerk and the Clerk of the Circuit Court of Leon County, Florida for recording in the official records.

Depending on the specific amendments to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida dated May 9, 2017 via a third addendum, other Interlocal Agreements may also need to be amended. For example, if the Blueprint Director no longer reported to the PLACE Director and, instead, reported directly to the BPIA Board of Directors, the Interlocal Agreement for the Department of PLACE and Director of PLACE (the 2016 First Amended and Restated Interlocal Agreement Establishing PLACE and Director) will both need to be amended because they reflect the current organizational structure.

Implementation of the Amended Interlocal Agreements: Any amendments to the interlocal agreements approved by the City Commission and Board of County Commissioners related to the IMC, Director of PLACE, Blueprint Director, or OEV Director would be implemented through various City and County human resources documents, processes, and procedures. Since the job and class specifications for the Director of PLACE, Blueprint Director, and OEV director reflect the current organization structure with these positions being department director-level staff

under administrative direction of the City Manager and County Administrator, these job and class specifications would need to be revised to reflect the new reporting structure of the positions. Subsequently, the Position Information Questionnaires (PIQs), which detail job functions and responsibilities, qualifications for the positions, and management structure, would need to be revised. Processes and procedures would need to be developed for various other human resources actions and activities, such as annual performance evaluations, personal leave approvals, etc.

- B. Steps to Change the Structure of the Blueprint Attorney - The Interlocal Agreement between the City of Tallahassee and Leon County (i.e., the Second Addendum to the Second Amended and Restated Interlocal Agreement between Leon County, Florida and City of Tallahassee, Florida dated May 9, 2017) does not specifically address the role of the Blueprint Attorney (regarding staff, it only addresses the IMC, the Director of PLACE, the Blueprint Director, and the OEV Director).

Changes to the major function and job duties for the Blueprint Attorney that do not change the management structure for the position could be accomplished through City and County Human Resources documents and procedures, including updates to the job and class specifications and the Position Information Questionnaires (PIQs).

Changing the management structure of the Blueprint Attorney position to report directly to the IA Board would need to be reflected in the Interlocal Agreement. The process to change the Interlocal Agreement to include the responsibilities and management structure of the Blueprint Attorney would be the same as the process outlined previously for changing the reporting structure of the Director of PLACE, Blueprint Director, and/or OEV Director as detailed in Section A above.

## **NEXT STEPS**

The next step for the IA Board would be to accept the informational item (Option #1).

Additionally, the IA Board may discuss the structure of the Agency, but any action to change the structure should occur at duly noticed meetings of the City Commission and Board of County Commissioners.

## **CONCLUSION:**

The current Blueprint structure has been enormously successful and instrumental in creating a more livable, sustainable, and vibrant community through transformational infrastructure projects and expanding economic access and opportunity. Over the life of the Blueprint 2000 and 2020 surtaxes, the investment of over \$1.44 Billion will reduce congestion by providing over 40 miles of new or improved roadways and over 208 miles of bicycle and pedestrian facilities; improve water quality through over \$135 million in dedicated water quality and stormwater projects; increase the quality of life by creating or preserving 1,800 acres of public/park space and natural areas, including 17 new public



parks; and spurring private investment through economic development projects that have seen an over 6:1 return on investment diversifying our economy and providing thousands of new jobs.

The current structure of the BPIA is key to the accelerated delivery of these projects. Consolidated decision making of the BPIA Board brings long-term commitment to the approved projects, joint leadership of the IMC removes jurisdictional barriers and aligns resources of both governments, and a dedicated team of staff maintains targeted focus on implementing projects and initiatives. Additionally, the Department of PLACE integrates the myriad of Planning functions, the Office of Economic Vitality economic development programs, and Blueprint infrastructure projects to ensure the orderly and balanced growth of our community while increasing opportunity for residents, a high quality of life, and protection of our environment.

While the structure of the BPIA was intentionally and deliberately established for the reasons outlined in this item and the attachments, it is a structure that may be changed. This item outlines the process by which the City Commission and Board of County Commissioners may amend the Interlocal Agreement establishing the structure of the BPIA.

Action by TCC and CAC: This item was not presented to the TCC and CAC at their February meetings.

## **OPTIONS:**

Option 1: Accept the informational item.

Option 2: IA Board Direction.

## **RECOMMENDED ACTION:**

Option 1: Accept the informational item.

### Attachments:

1. [March 31, 2022, Blueprint Intergovernmental Agency Board of Directors Meeting Agenda](#) (Linked Here)
2. [August 23, 2023, City Commission Agenda Item 12.04 PLACE Director Status and Department Background](#) (Linked Here)
3. [November 14, 2024, Board of County Commissioners Item #24 Overview of the Blueprint Intergovernmental \*\*Agency's\*\* Current Organizational Structure](#) (Linked Here)

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# Blueprint Intergovernmental Agency Board of Directors Agenda Item #4

February 29, 2024

<b>Title:</b>	Approval of Resolution 2024-01 Authorizing Issuance of the Series 2024 Bond Sale and Approval of a Fiscal Year 2024 Budget Amendment
<b>Category:</b>	General Business
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, Department of PLACE Autumn Calder, Director, Blueprint Tres Long, Blueprint Finance Officer

## STATEMENT OF ISSUE:

This item seeks Blueprint Intergovernmental Agency Board of Directors (IA Board) authorization to obtain \$136 million in bond financing to implement the Fiscal Year (FY) 2024 financing plan, as approved at the September 26, 2023 meeting, and approval of a FY 2024 budget amendment recognizing \$1.4 million in bond revenue to increase the operating budget to fund costs associated with obtaining bond financing. The \$1.4 million is an anticipated expenditure associated with obtaining bond financing and will be funded fully from the bond issue. Bond financing maintains project implementation consistent with IA Board direction and accelerates community impacts such as creating jobs, increasing economic benefits, and generating sales tax revenue.

## FISCAL IMPACT

This item has fiscal impact. Consistent with the approved FY 2024 budget, the actions requested in this agenda item authorize a bond issue totaling \$136 million as well as a \$1.4 million budget amendment for initial bond financing costs.

## RECOMMENDED ACTION:

Option 1: Authorize Blueprint to commence the process to obtain bond financing, including: 1) approval of a budget amendment for \$1.4 million to fund the initial financing costs, 2) authorization to contract with two credit rating agencies, 3) approval of Resolution 2024-01 authorizing the Series 2024

Bond Sale, and 4) authorization for the IA Board Chair to sign the bond documents upon completion.

## SUPPLEMENTAL INFORMATION:

This item seeks the IA **Board's** authorization to obtain \$136 million in bond financing to advance fund Blueprint infrastructure projects. The Blueprint Intergovernmental Agency is charged with implementing the major infrastructure projects, funded by the local option sales surtax, as identified in the Second Amended and Restated Interlocal Agreement (Interlocal Agreement). The IA Board has given direction to advance fund numerous projects to realize the community benefits more quickly than waiting for the sales tax revenues to accumulate to fund the projects. Blueprint also pursues grants, seeks leveraging and partnership opportunities, and secures financing to achieve these community and economic benefits. Issuance of municipal government bonds is a commonly used funding mechanism for governments to pay for infrastructure projects. Local governments issue bond certificates, which are a contract between the issuer (local government) and the lender. The bond certificates represent the commitment to repay the borrowed money at a fixed interest rate over a defined period.

The **Agency's** FY 2024 Capital Improvement Plan (Attachment #1) was adopted at the September 26, 2023 IA Board Public Hearing and included a financing strategy to implement the prioritized Blueprint projects with \$201 million in financing through FY 2026, with \$136 million in FY 2024 and \$65 million in FY 2026. The FY 2024 bond issue maintains project implementation consistent with previous IA Board direction and builds upon previous investments to accomplish the following:

- Construction of over 19 lane miles of new roadways and over 37 miles of new multimodal facilities through the Northeast Gateway: Welaunee Boulevard and Northeast Corridor Connector: Bannerman Road projects;
- Funding to initiate planning and preliminary engineering for Tharpe Street;
- Construction funding for the first phases of the Airport Gateway project, including Levy Avenue improvements in the Providence Neighborhood;
- Full funding for construction of the last portion of the Capital Cascades Trail, Segment 4, including water quality improvements, flood reduction in the Callen and Liberty Park neighborhoods, and 1.7 miles of new trails;
- Full funding for three new public parks through the Market District Park, Northeast Park, and Capital Cascades Trail Segment 4 projects.

The FY 2024 budget provided that Blueprint would borrow \$136 million through bond and State Infrastructure Bank (SIB) Loans from the Florida Department of Transportation (FDOT). Agency staff was notified in October 2023 that FDOT is not participating in the SIB Loan program for FY 2024 – 2026 as this funding was redirected to the **Governor's** Moving Florida Forward Initiative. Blueprint has benefited from being named one of the Moving Florida Forward projects and FDOT has identified a \$90 million investment to complete the Capital Circle SW (Springhill to Crawfordville) project, the

number 1 priority project for the Blueprint 2020 program. This \$90 million is dedicated to completing this critical corridor in Tallahassee-Leon County and is not a loan to Blueprint.

As a result, Blueprint is requesting bond financing for \$136 million to complete the projects as approved by the IA Board. Blueprint staff have met with the **Agency's** financial advisors, PFM, and their recommendation is to pursue bond financing with a competitive public offering, as this is currently the lowest-cost option in terms of total closing costs and debt service over the life of the debt. The market analysis prepared by PFM is included as Attachment #2. As of the most recent estimate provided from PFM on December 20, 2023, the net interest and closing costs for a competitive bond of \$136 million would be \$35.47 million. The recommended Option #1 in this item includes all the necessary steps for each phase of the FY 2024 bond financing process.

### **FISCAL YEAR 2024 BUDGET AMENDMENT & BOND ISSUE PROCESS**

Consistent with the bond issue process followed for the recent Series 2022 Bonds, the Agency will employ subject-area expertise including bond counsel, financial advising, and bond disclosure counsel to ensure the best value financing option including most competitive interest rates, bond intermediary fees, and credit rating fees. Previously, the Agency held an AA credit rating and that is expected to continue. Two credit ratings, which are required by companies purchasing the bond issue, will be secured from commercial credit rating agencies. Payment for some of these services will become due before the Agency receives the cash from the sale of bonds, and a budget amendment is required to cover the costs of these services. The \$1.4 million is an anticipated expenditure associated with obtaining bond financing and is necessary to cover these services.

The proposed budget amendment will increase the Operating Budget by \$1.4 million to allow for the payment of required bond services, detailed above. The budget amendment is requested simply to increase the amount within the Operating Budget and allow for the subsequent payment of the \$1.4 million once the FY 2024 bond is received to pay for the required bond-related services.

Per the approved FY 2024 budget, the total amount to be financed in FY 2024 is \$136 million. The IA Board approved the **Agency's** Master Debt Resolution (Attachment #3) at the December 10, 2020 meeting, and all debt issued by the Agency will fall under the provisions of this master resolution. Under the Master Debt Resolution, all future debt issued by the Agency, such as the FY 2024 bond, will have parity with previous debt issues, including the Series 2022 Bonds. Structuring the **Agency's** debt in this manner improves debt ratings and the **Agency's** risk profile, further ensuring the most optimal financing option with a competitive rate.

Option #1 seeks IA Board approval for the Series 2024 Supplemental Resolution (Attachment #4) to the Master Debt Resolution (Attachment #3). This Resolution will allow the Agency to proceed with the sale of bonds in the amount up to \$136 million to finance projects already approved within the FY 2024 budget and Capital Improvement Program.

Should the IA Board approve recommended Option #1, PFM will prepare the documentation to obtain the most favorable pricing for the bonds. Obtaining the **Agency's** credit rating will take approximately 30 to 45 days after contracts are initiated. Once the pre-sale and post-sale documentation is prepared, approval of Option #1 also authorizes the IA Board Chair to sign all required documentation. Subsequently, PFM will provide the information about the bond offering to financial markets in spring 2024 and closing on the bond issue is expected approximately one month thereafter. An update on the bond issuance will be provided as part of the annual Blueprint budget workshop scheduled for May 16, 2024.

Should the IA Board not approve Option #1, Blueprint will not receive \$136 million in bond funding to advance projects. The implementation of projects continues but at a significantly slower rate based on the collection of surtax funds, resulting in the benefits to the community being received more slowly. If projects are completed at a later date, it is likely that the project costs will increase due to inflation, as has been seen with projects currently under design. However, the costs of the bond offering as well as debt service would not be incurred by the Agency.

**ADDITIONAL BUDGET CONSIDERATIONS**

Also under consideration by the IA Board are funding requests and potential substantial amendments to add new, or expand existing, Blueprint Infrastructure projects. As currently proposed, the FY 2024 bond does not provide funding for any of these potential projects. Based on the current sales tax revenue estimate, interest rates, project cost estimates, and planned FY 2026 \$65 million bond issue, there is no additional bonding capacity.

**CONCLUSION**

Option #1 of this agenda item seeks IA Board authorization and approval to obtain bond financing to support Blueprint project progress and deliver improvements for the community in a timely manner. Option #1 also provides for the approval of a FY 2024 budget amendment recognizing \$1.4 million in bond revenue to increase the operating budget necessary to fund costs associated with obtaining the FY 2024 bond. The planned FY 2024 bond issue for \$136 million maintains project progress consistent with previous IA Board direction and leverages previous investments to provide substantial community improvements previously prioritized and directed by the IA Board. The projects funded by the FY 2024 bond will provide over 19 lane miles of new roadways, almost 40 miles of new multimodal facilities, and over 13 acres of new public parks. Combined with the planned FY 2026 bond issue of \$65 million, the financing strategy approved by the IA Board thought he FY 2024 budget achieves significant progress on the approved list of 32 Blueprint Infrastructure projects.

Should the IA Board authorize Blueprint to obtain the approved bond funding as detailed in the approved FY 2024 budget, the **Agency's** financial advisors will provide the information about the bond offering to financial markets in spring 2024 and closing on the bond issue is expected approximately one month thereafter. An update on the bond

issuance will be provided as part of the annual Blueprint budget workshop scheduled for May 16, 2024.

**OPTIONS:**

Option 1: Authorize Blueprint to commence the process to obtain bond financing, including: 1) approval of a budget amendment for \$1.4 million to fund the initial financing costs, 2) authorization to contract with two credit rating agencies, 3) approval of Resolution 2024-01 authorizing the Series 2024 Bond Sale, and 4) authorization for the IA Board Chair to sign the bond documents upon completion.

Option 2: IA Board Direction.

**RECOMMENDED ACTION:**

Option 1: Authorize Blueprint to commence the process to obtain bond financing, including: 1) approval of a budget amendment for \$1.4 million to fund the initial financing costs, 2) authorization to contract with two credit rating agencies, 3) approval of Resolution 2024-01 authorizing the Series 2024 Bond Sale, and 4) authorization for the IA Board Chair to sign the bond documents upon completion.

Attachments:

1. Blueprint Infrastructure FY 2024-2028 Capital Improvement Program
2. Market Analysis Prepared by PFM Financial Advisors
3. Master Debt Resolution No. 2020-06
4. Supplemental Resolution No. 2024-01 for Series 2024 Bond with attachments

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Proposed FY 2024 Blueprint Infrastructure Capital Improvement Program						FY2024	FY2025	FY2026	FY2027	FY2028	Total FY2024-2028
<b>1 Sources of Funds</b>											
						Blueprint 2020 Program Funding					
2	Estimated Net Sales Tax Revenues					26,436,916	18,338,758	17,540,823	13,668,118	14,862,661	90,847,276
3	City, County, State, Federal, and Other Funding (1)					12,230,755	-	-	-	-	12,230,755
4	Bond Proceeds					51,000,000	-	65,000,000	-	-	116,000,000
5	State Infrastructure Bank Loan					85,000,000	-	-	-	-	85,000,000
<b>6 Total Sources of Funds for Capital Infrastructure Projects</b>						<b>174,667,671</b>	<b>18,338,758</b>	<b>82,540,823</b>	<b>13,668,118</b>	<b>14,862,661</b>	<b>304,078,031</b>
<b>7 Uses of Funds</b>											
						Blueprint 2020 Program Funding (3)					
						FY2024 Projected Allocations	FY2025 Projected Allocations	FY2026 Projected Allocations	FY2027 Projected Allocations	FY2028 Projected Allocations	Total Projected Total FY2024-2028 Allocations
<b>8 Projects</b>											
<b>9 Blueprint 2000 Program</b>											
10	Water Quality Project: City	25,000,000	25,000,000	25,000,000	-	-	-	-	-	-	-
11	Water Quality Project: County	25,000,000	25,000,000	24,151,310	848,690	-	-	-	-	-	-
12	Blueprint 2000 LIDAR	349,817	349,817	349,817	-	-	-	-	-	-	-
13	Northwest Florida Water Management District Partnership	697,420	697,420	697,420	-	-	-	-	-	-	-
14	Blueprint 2000 Building Renovations	48,180	48,180	48,180	-	-	-	-	-	-	-
15	Headwaters of the St. Marks	8,920,221	8,920,221	8,920,221	-	-	-	-	-	-	-
16	Ford's Arm Watershed	272,429	272,429	272,429	-	-	-	-	-	-	-
17	Fred George Basin	2,770,000	2,770,000	2,770,000	-	-	-	-	-	-	-
18	Sensitive Lands Project Management	394,699	394,699	394,699	-	-	-	-	-	-	-
19	Lafayette Heritage Bridge	500,000	500,000	500,000	-	-	-	-	-	-	-
20	Lake Lafayette Floodplain	2,800,000	2,800,000	1,498,948	1,301,052	-	-	-	-	-	-
21	Blueprint 2000 Land Bank	1,320,263	1,320,263	1,320,263	-	-	-	-	-	-	-
22	Booth Property Purchase	584,754	584,754	584,754	-	-	-	-	-	-	-
23	Mahan Drive	4,825,731	4,825,731	4,825,731	-	-	-	-	-	-	-
24	Capital Circle Northwest (N-1)	69,230,163	69,230,163	69,230,163	-	-	-	-	-	-	-
25	Capital Circle Northwest/Southwest (N-2)	127,003,286	127,003,286	127,001,164	2,122	-	-	-	-	-	-
26	Capital Circle East (E-1)	38,628,775	38,628,775	38,628,775	-	-	-	-	-	-	-
27	Capital Circle Southeast and Subprojects (E-2)	37,040,455	37,040,455	37,040,455	-	-	-	-	-	-	-
28	Capital Circle Southeast Woodville/Crawfordville (E-3)	11,587,229	11,587,229	11,587,229	-	-	-	-	-	-	-
29	Capital Circle Southwest (W-1)	4,554,895	4,554,895	4,301,664	253,231	-	-	-	-	-	-
30	Capital Circle Southwest (W-1) ROW Acquisition	589,892	8,539,400	162,234	427,658	-	-	-	-	-	-
31	Capital Circle Southwest (W-1) Stormwater	2,800,000	2,800,000	2,043,962	756,038	-	-	-	-	-	-
32	Capital Cascades Trail Segment 1 (Franklin Boulevard)	19,035,973	19,035,973	19,035,973	-	-	-	-	-	-	-
33	Capital Cascades Trail Segment 2 (Cascades Park & Subprojects)	50,933,290	50,933,290	50,430,154	503,136	-	-	-	-	-	-
34	Capital Cascades Crossing (Connector Bridge & Subprojects)	8,506,584	8,506,584	8,506,584	-	-	-	-	-	-	-
35	Capital Cascades Trail Segment 3 (FAMU Way & Subprojects)	68,011,617	68,011,617	66,001,070	2,010,548	-	-	-	-	-	-
36	Capital Cascades Trail Segment 4	20,000,000	10,243,721	995,729	9,247,992	9,756,279	-	-	-	-	9,756,279
37	LPA Group Engineering Services	8,527,288	8,527,288	8,527,288	-	-	-	-	-	-	-
38	Magnolia Drive Trail and Subprojects	23,556,734	23,556,734	7,102,068	16,454,666	-	-	-	-	-	-
<b>39 Advance Funding for Blueprint 2020 Projects</b>											
40	Advance: Airport Gateway	5,531,253	5,531,253	4,626,989	904,264	-	-	-	-	-	-
41	Advance: Orange Avenue Corridor Study	350,000	350,000	350,000	-	-	-	-	-	-	-
42	Advance: Orange Avenue/Meridian Placemaking	1,000,000	1,000,000	469,130	530,870	-	-	-	-	-	-
43	Advance: Market District Placemaking	1,000,000	1,000,000	999,896	104	-	-	-	-	-	-
44	Advance: Northeast Gateway: Welaunee Boulevard	5,182,242	5,182,242	5,182,242	-	-	-	-	-	-	-
45	Advance: Northeast Corridor Connector: Bannerman Road	807,573	807,573	807,573	-	-	-	-	-	-	-
46	Advance: Comprehensive Wastewater Treatment Plan	500,000	500,000	-	500,000	-	-	-	-	-	-
47	Advance: 2020 Sales Tax Extension: Bike Route and Greenways	900,000	900,000	900,000	-	-	-	-	-	-	-
<b>48 Blueprint 2020 Program</b>											
<b>49 Annual Allocations</b>											
50	Blueprint: Greenways Master Plan	15,800,000	3,322,481	769,023	2,553,458	12,477,519	790,000	790,000	790,000	790,000	3,950,000
51	Blueprint: Bike Route System	15,000,000	2,812,500	537,666	2,274,834	12,187,500	750,000	750,000	750,000	750,000	3,750,000
52	City of Tallahassee: StarMetro Enhancements	12,250,000	2,296,875	1,684,375	612,500	9,953,125	612,500	612,500	612,500	612,500	3,062,500
53	City of Tallahassee: Water Quality and Stormwater Improvements	42,500,000	7,968,750	5,843,750	2,125,000	34,531,250	2,125,000	2,125,000	2,125,000	2,125,000	10,625,000
54	City of Tallahassee: Sidewalks Improvements	25,000,000	4,687,500	3,437,500	1,250,000	20,312,500	1,250,000	1,250,000	1,250,000	1,250,000	6,250,000
55	City of Tallahassee: Operating Costs of Blueprint Funded Parks	10,000,000	1,875,000	1,375,000	500,000	8,125,000	500,000	500,000	500,000	500,000	2,500,000
56	Leon County: Water Quality and Stormwater Improvements	42,500,000	7,968,750	5,843,750	2,125,000	34,531,250	2,125,000	2,125,000	2,125,000	2,125,000	10,625,000
57	Leon County: Sidewalks Improvements	25,000,000	4,687,500	3,437,500	1,250,000	20,312,500	1,250,000	1,250,000	1,250,000	1,250,000	6,250,000
58	Leon County: Operating Costs of Blueprint Funded Parks	10,000,000	1,875,000	1,375,000	500,000	8,125,000	500,000	500,000	500,000	500,000	2,500,000
<b>59 Regional Mobility and Gateway Projects</b>											
60	Southside Gateway: Woodville Highway	39,188,521	-	-	-	39,188,521	-	-	-	-	-
61	Capital Circle Southwest Orange to Crawfordville	500,000	-	-	-	500,000	-	-	-	-	500,000
62	Orange Avenue: Adams to Springhill	43,674,749	-	-	-	43,674,749	-	-	-	-	-
63	Westside Student Gateway: Pensacola Street	39,500,972	-	-	-	39,500,972	-	-	-	-	-
64	Airport Gateway	76,468,747	24,435,484	-	24,435,484	50,706,376	17,329,328	3,538,357	29,838,691	-	50,706,376
65	Northwest Connector: Tharpe Street	49,500,000	1,500,000	877	1,499,123	48,000,000	2,000,000	7,000,000	-	1,000,000	10,000,000
66	Northeast Corridor Connector: Bannerman Road	98,092,427	33,900,564	8,795,265	25,105,299	64,191,863	64,191,863	-	-	-	64,191,863
67	Northeast Gateway: Welaunee Boulevard	129,008,938	55,008,938	17,802,215	37,206,723	66,050,492	66,050,492	-	-	-	66,050,492
68	North Monroe Gateway	4,450,000	250,000	-	250,000	4,200,000	-	4,200,000	-	-	4,200,000
<b>69 CCQ Projects</b>											
70	Orange Avenue/Meridian Placemaking	7,709,611	7,709,611	999,635	6,709,976	-	-	-	-	-	-
71	Market District Placemaking	15,758,547	8,566,112	674,122	7,891,990	3,792,435	-	-	-	-	3,792,435
72	Lake Lafayette and St. Marks Regional Park	15,800,000	3,400,000	-	3,400,000	15,800,000	-	-	-	-	-
73	Monroe-Adams Corridor Placemaking	8,532,961	6,571,652	411,940	6,159,712	1,961,309	1,961,309	-	-	-	1,961,309
74	Midtown Placemaking	29,028,534	5,000,000	33,043	4,966,957	24,028,534	-	2,000,000	-	-	2,000,000
75	Fairgrounds Beautification and Improvement	3,000,000	2,300,000	302,177	1,997,823	27,700,000	700,000	-	27,000,000	-	27,700,000
76	Northeast Park	12,000,000	10,000,000	1,066,576	8,933,424	-	-	-	-	-	-
77	College Avenue Placemaking	9,236,351	-	-	-	9,236,351	-	-	-	-	-
78	Florida A&M Entry Points	1,979,218	-	-	-	1,979,218	-	-	-	-	-
79	Alternative Sewer Solutions	2,534,801	-	-	-	2,534,801	-	500,000	-	-	500,000
80	Tallahassee-Leon County Animal Service Center	3,800,000	3,800,000	271,372	3,528,628	-	-	-	-	-	-
81	DeSoto Winter Encampment	500,000	500,000	500,000	-	-	-	-	-	-	-
<b>82 Total Uses of Funds, Capital Infrastructure Projects</b>											
<b>83 Reserve Fund, Blueprint Infrastructure</b>											
<b>84 Total Uses of Funds, Capital Projects and Addition to Reserve Fund</b>											
<b>85 Sources of Funds less Uses of Funds</b>											

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# Blueprint Intergovernmental Agency

## Market Update & Series 2024 Bonds

February 29, 2024

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PFM Financial Advisors LLC

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# Agenda

## ◆ **Market Update (Week of February 12, 2024)**

- AAA BVAL
- US Treasuries
- Federal Reserve Dot Plot

## ◆ **Series 2024 Bonds**

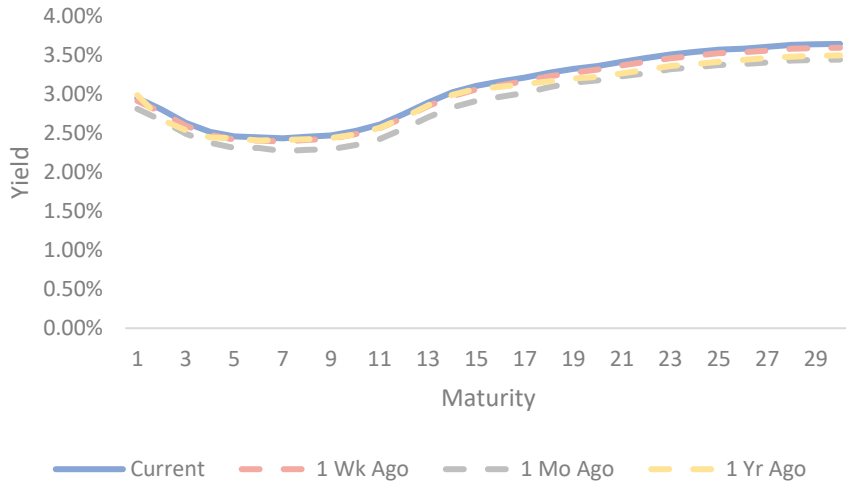
- Preliminary Debt Service



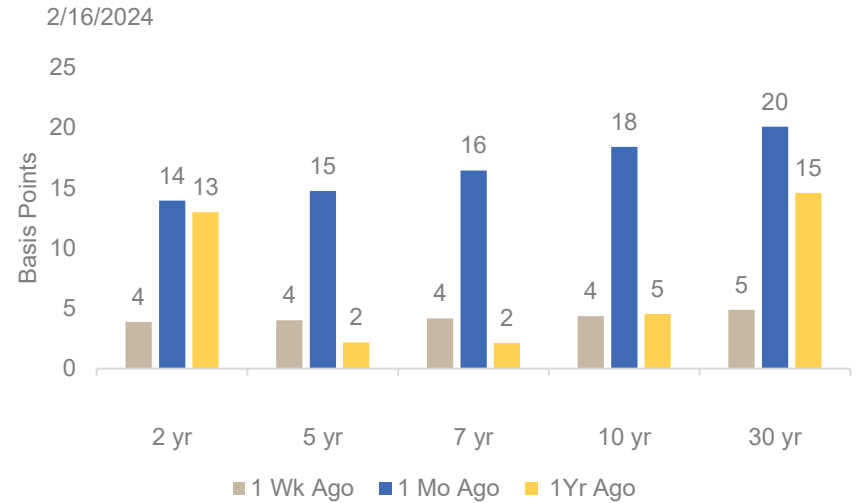
# **Market Update (Week of February 12, 2024)**



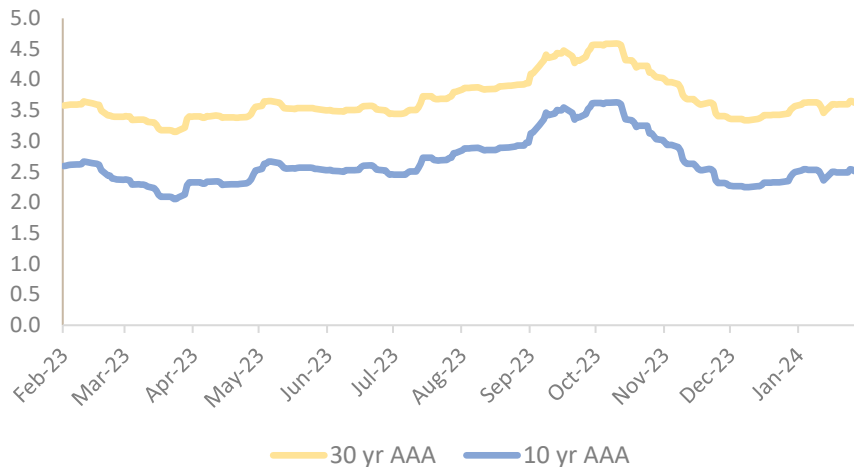
### BVAL AAA G.O. Curve



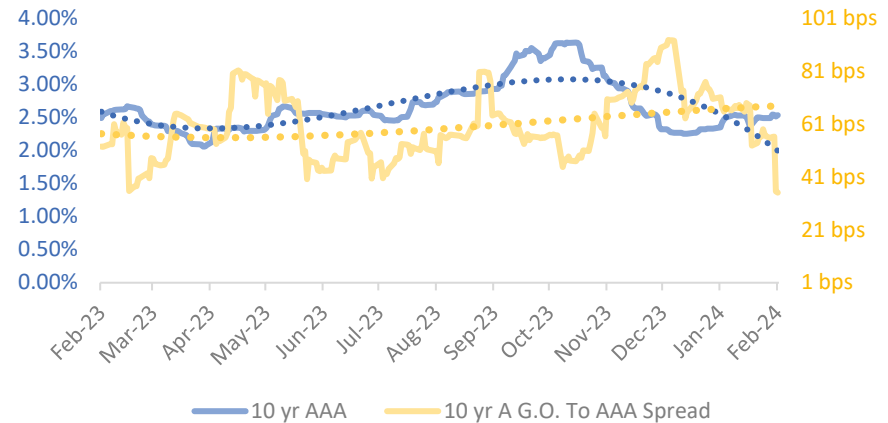
### BVAL AAA G.O. Yield Curve Changes



### AAA Yields



### Rate and Spread Movement (10-Year Maturity)



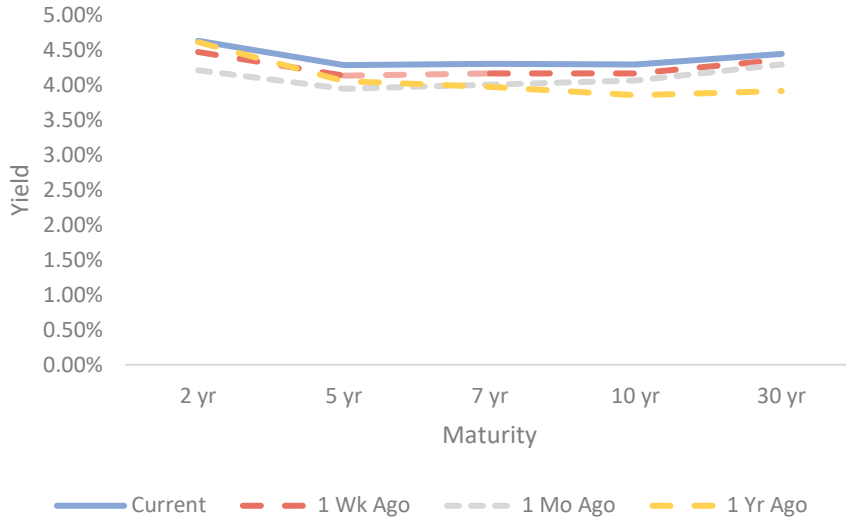


## AAA BVAL Rate Movement for the Past 3 Months

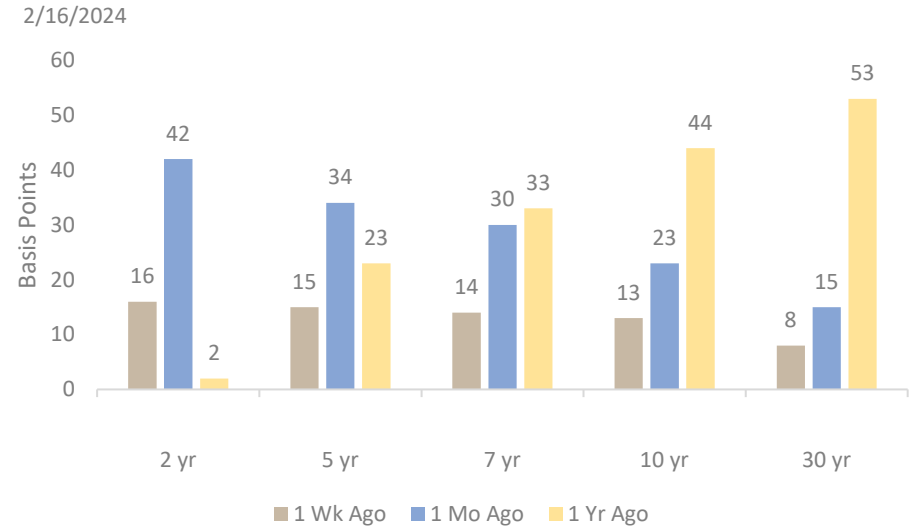
AAA Tenor	Date & Weekday																				Total Δ	2/16 Rate	
	11/20	11/27	12/4	12/11	12/18	12/22	12/29	1/8	1/12	1/22	1/29	2/5	2/6	2/7	2/8	2/9	2/12	2/13	2/14	2/15			2/16
	Mon	Mon	Mon	Mon	Mon	Fri	Fri	Mon	Fri	Mon	Mon	M	T	W	T	F	M	T	W	T			F
1	3.23	-11	-25	-6	-21	-2	-1	11	11	17	0	-4	0	0	0	0	0	4	-1	-2	3	-27	2.96
2	3.17	-12	-25	-7	-21	-3	-1	7	9	18	0	-5	0	0	0	0	0	5	-1	-2	2	-36	2.81
3	3.04	-12	-26	-7	-21	-4	-1	7	7	18	0	-5	0	0	0	0	0	5	-1	-3	3	-40	2.64
4	2.97	-12	-27	-7	-22	-4	-1	7	4	18	0	-4	0	-1	0	0	0	5	-1	-2	2	-45	2.52
5	2.93	-11	-27	-9	-22	-4	-1	7	3	18	1	-5	0	-1	0	0	0	5	-1	-2	2	-47	2.46
6	2.94	-12	-27	-8	-23	-4	-1	7	3	18	1	-6	0	-1	0	0	0	5	-1	-2	2	-49	2.45
7	2.93	-12	-27	-9	-22	-5	-1	6	2	19	1	-5	0	0	0	0	0	5	-1	-2	2	-49	2.44
8	2.95	-11	-28	-8	-23	-5	-1	6	1	20	0	-4	0	0	0	0	0	5	-1	-2	2	-49	2.46
9	2.97	-12	-27	-8	-23	-5	-2	7	0	20	0	-3	0	-1	0	0	0	5	0	-3	3	-49	2.48
10	3.02	-12	-27	-8	-23	-5	-2	7	1	19	1	-3	0	-1	0	0	0	5	0	-3	2	-49	2.53
11	3.10	-12	-27	-8	-23	-5	-1	6	1	19	1	-3	0	-1	0	0	0	5	0	-3	2	-49	2.61
12	3.22	-11	-27	-8	-22	-6	-1	6	1	19	1	-3	0	-1	0	0	0	5	0	-2	2	-47	2.75
13	3.36	-11	-26	-8	-23	-5	-1	6	1	19	1	-3	0	-1	0	0	0	5	0	-2	2	-46	2.90
14	3.48	-11	-26	-8	-22	-5	-2	7	1	18	2	-3	0	-1	0	0	0	5	0	-2	2	-45	3.03
15	3.55	-10	-27	-7	-23	-4	-2	7	1	18	3	-4	0	0	0	0	0	5	0	-3	2	-44	3.11
16	3.60	-10	-27	-7	-22	-5	-2	8	0	18	3	-4	0	0	0	0	0	5	0	-2	2	-43	3.17
17	3.65	-10	-26	-7	-23	-4	-2	7	0	18	2	-3	0	0	0	0	0	5	0	-2	2	-43	3.22
18	3.71	-11	-25	-7	-22	-5	-2	8	0	18	2	-3	0	-1	1	0	0	5	0	-3	2	-43	3.28
19	3.76	-11	-25	-7	-22	-4	-2	8	0	17	3	-5	0	0	0	0	0	5	0	-2	2	-43	3.33
20	3.79	-11	-25	-6	-22	-5	-1	7	0	17	3	-4	0	0	0	0	0	5	0	-2	2	-42	3.37
21	3.83	-11	-24	-7	-22	-4	-2	8	0	17	3	-4	0	0	0	0	0	6	-1	-2	2	-41	3.42
22	3.87	-10	-25	-6	-22	-5	-1	7	0	17	3	-3	0	0	0	0	0	5	0	-2	2	-40	3.47
23	3.91	-10	-25	-6	-22	-4	-2	8	1	16	3	-3	0	-1	1	0	0	5	0	-3	2	-40	3.51
24	3.93	-10	-24	-7	-22	-4	-2	8	1	16	4	-3	0	-1	1	0	0	5	0	-3	3	-38	3.55
25	3.96	-10	-25	-6	-22	-4	-2	8	1	16	4	-3	0	0	0	0	0	5	0	-2	2	-38	3.58
26	3.98	-10	-24	-6	-22	-5	-2	8	0	17	3	-3	0	0	0	0	0	5	0	-2	2	-39	3.59
27	4.00	-10	-24	-6	-22	-5	-1	7	0	17	3	-3	0	0	0	0	0	6	0	-3	2	-39	3.61
28	4.02	-10	-25	-6	-22	-4	-2	8	1	16	4	-3	0	-1	1	0	0	5	0	-3	3	-38	3.64
29	4.03	-10	-25	-6	-22	-4	-2	8	1	16	4	-3	0	-1	1	0	0	5	0	-3	3	-38	3.65
30	4.03	-10	-25	-5	-22	-5	-2	8	1	17	3	-3	0	0	0	0	0	5	0	-2	2	-38	3.65



### U.S. Treasury Yield Curve



### U.S. Treasury Yield Curve Changes



### Treasury Rate Movement for the Past 3 Months

Tenor	Date & Weekday																				Total Δ	2/16 Rate	
	11/20	11/27	12/4	12/11	12/18	12/22	12/29	1/8	1/12	1/22	1/29	2/5	2/6	2/7	2/8	2/9	2/12	2/13	2/14	2/15			2/16
	Mon	Mon	Mon	Mon	Mon	Fri	Fri	Mon	Fri	Mon	Mon	M	T	W	T	F	M	T	W	T			F
1	5.25	-1	-14	4	-19	-13	-3	3	-17	18	-7	11	-5	1	0	3	1	12	-5	-1	5	-27	4.98
2	4.89	-5	-20	7	-28	-12	-8	13	-22	23	-8	17	-7	2	5	2	-2	18	-8	0	8	-25	4.64
3	4.62	-2	-20	2	-27	-11	-3	10	-19	22	-4	17	-13	2	6	3	0	19	-6	-2	7	-19	4.43
5	4.44	-6	-15	2	-31	-7	-3	13	-13	19	-6	16	-10	3	6	2	-1	18	-6	-3	7	-15	4.29
7	4.46	-3	-13	-3	-30	-5	-4	11	-8	16	-5	14	-9	2	6	2	-1	17	-6	-2	6	-15	4.31
10	4.42	-3	-11	-5	-28	-5	-2	13	-5	15	-3	9	-8	0	6	2	0	14	-4	-3	6	-12	4.30
20	4.74	-2	-11	-10	-28	-2	-1	13	-1	12	-2	4	-7	2	6	1	0	11	-2	-3	4	-16	4.58
30	4.57	-4	-10	-11	-27	0	-2	14	3	12	-1	4	-6	2	5	1	0	9	-1	-3	3	-12	4.45

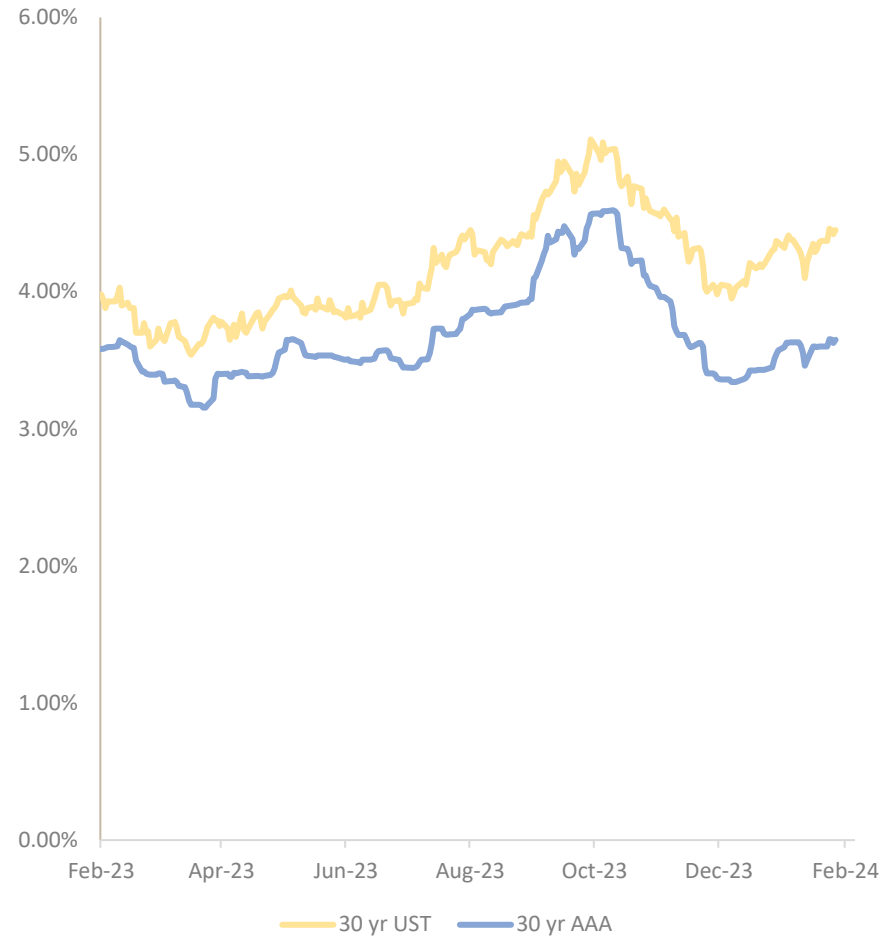




### AAA Municipal and U.S. Treasury Yields (10 year Spot)

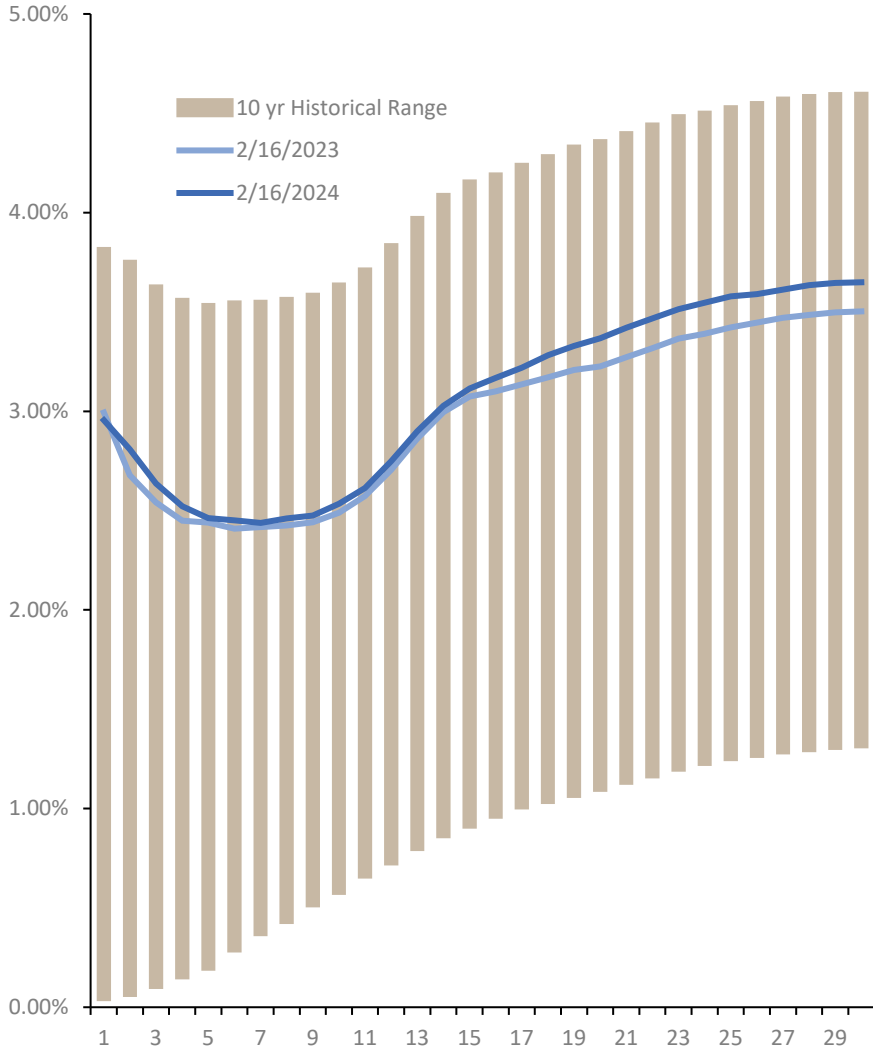


### AAA Municipal and U.S. Treasury Yields (30 year Spot)

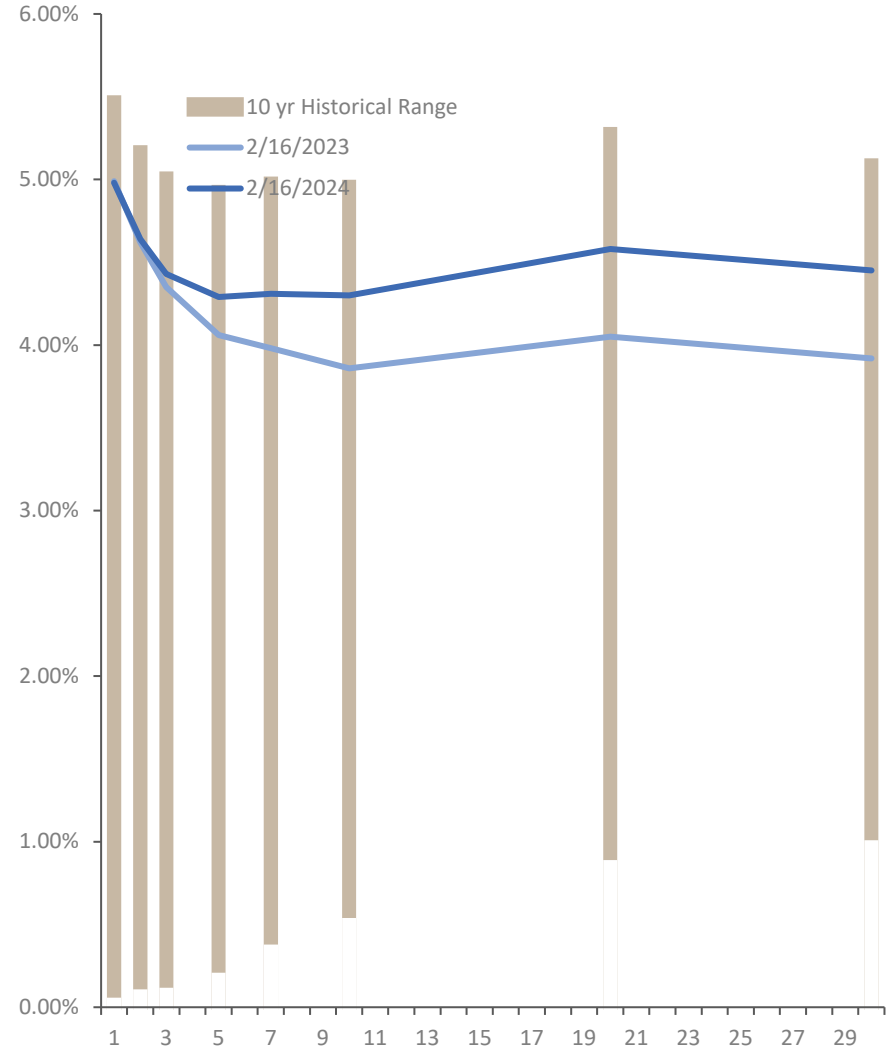




### AAA Municipal Curve



### U.S. Treasury Curve

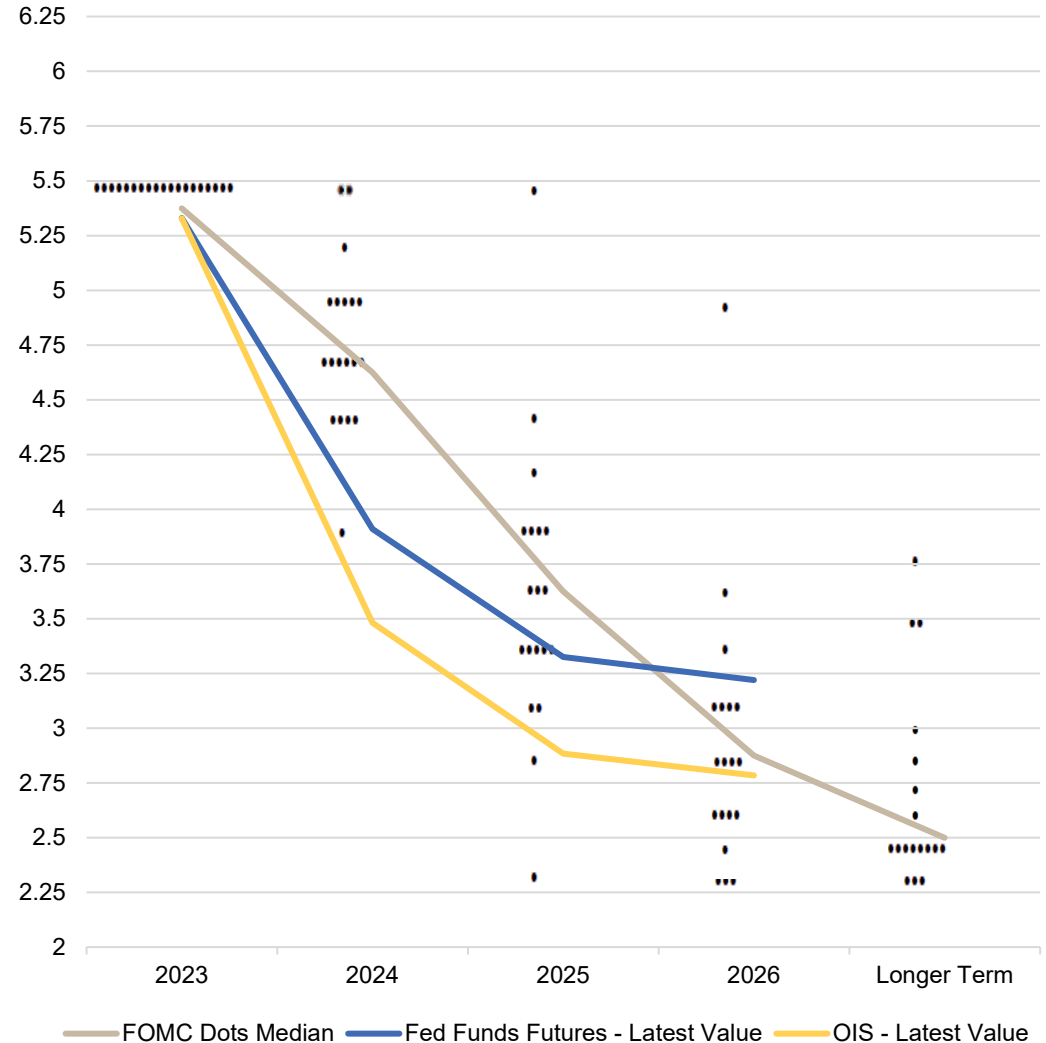




## Federal Reserve Dot Plot

- The Dot Plot is chart showing estimates of what the federal funds rate, the short-term interest rate controlled by the Fed, should be
- Members of the rate-setting Federal Open Market Committee each assign a dot for what they view as the midpoint of the rate's appropriate range at the end of each of the next three years and over the longer run. Investors focus on the median dot
- As many as 19 monetary policy makers -- the seven governors on the Fed Board in Washington and the presidents of the 12 regional banks -- can contribute a dot
- Of the 12 regional Fed presidents, only five are voting members of the FOMC in any given year. That raises questions over how well the dots accurately reflect longer-term FOMC intentions
- Dot Plot projections don't reflect a commitment by the FOMC to act and aren't an official consensus forecast

## Federal Reserve DOT Plot





# Series 2024 Bonds



## Series 2024 Bonds – Preliminary Debt Service

### Assumptions

- Issuance Date: April 10, 2024
- Yields: Revenue AA BVAL
- Call Date: 10/1/2032

### Sources & Uses

- Premium: \$10,700,000 (*rounded*)
- Project Fund: \$136,000,000
- Cost of Issuance: \$1,100,000 (*rounded*)
  - Including Underwriters' Discount

FY 2024 Financing				
\$136 million Project				
Date	Principal	Coupon	Interest	Debt Service
10/1/2024			1,719,233	1,719,233
10/1/2025	6,530,000	5.00%	5,678,200	12,208,200
10/1/2026	6,855,000	5.00%	5,351,700	12,206,700
10/1/2027	7,200,000	5.00%	5,008,950	12,208,950
10/1/2028	7,560,000	5.00%	4,648,950	12,208,950
10/1/2029	7,940,000	5.00%	4,270,950	12,210,950
10/1/2030	8,335,000	5.00%	3,873,950	12,208,950
10/1/2031	8,750,000	5.00%	3,457,200	12,207,200
10/1/2032	9,190,000	5.00%	3,019,700	12,209,700
10/1/2033	9,650,000	4.00%	2,560,200	12,210,200
10/1/2034	10,035,000	4.00%	2,174,200	12,209,200
10/1/2035	10,435,000	4.00%	1,772,800	12,207,800
10/1/2036	10,855,000	4.00%	1,355,400	12,210,400
10/1/2037	11,290,000	4.00%	921,200	12,211,200
10/1/2038	11,740,000	4.00%	469,600	12,209,600
<b>Total</b>	<b>126,365,000</b>		<b>46,282,233</b>	<b>172,647,233</b>





## Disclosures

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**RESOLUTION NO. 2020-06**

**A RESOLUTION OF THE LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY AUTHORIZING THE ISSUANCE OF ITS SALES TAX REVENUE BONDS IN VARIOUS SERIES TO PLAN, CONSTRUCT AND FINANCE CERTAIN CAPITAL IMPROVEMENTS AND PAY COSTS OF ISSUANCE OF SUCH BONDS AS DETERMINED BY SUBSEQUENT RESOLUTION; PLEDGING THE SALES TAX REVENUES TO SECURE SUCH BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.**

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NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY:

ARTICLE I

GENERAL

Section 1.01. Definitions. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

“Act” means the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes and other applicable provisions of law.

“Additional Bonds” means additional obligations issued under this Resolution in compliance with the terms, conditions and limitations contained herein, which have a lien on the Pledged Revenues on a parity with the lien thereon securing all Bonds issued hereunder.

“Amortization Installment” means an amount designated as such by Supplemental Resolution of the Issuer and established with respect to any Term Bonds.

“Authorized Depository” means the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Issuer.

“Authorized Investments” means any investment which shall be authorized from time to time by applicable laws of the State for deposit or purchase by the Issuer for the investment of its funds.

“Authorized Issuer Officer” means any person authorized by resolution of the Issuer to perform such act or sign such document and shall initially be the Chairperson or Vice Chairperson.

“Bond Amortization Account” means the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

“Bond Counsel” means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of the State of Florida.

“Bond Service Requirement” for any Series for any Fiscal Year shall mean the sum of that portion of the Debt Service Requirement for such Fiscal Year allocable to the Bonds of such Series and all other payments required by this Resolution to be paid in such Fiscal Year with respect to the Bonds of such Series, which shall include such Series’ pro rata share of all deposits to the Reserve Fund in such Fiscal Year, if any, and redemption premiums, if any, payable in such Fiscal Year, with respect to such Series of Bonds.

“Bondholder” or “Holder” or “holder” means any Person who shall be the registered owner of any Outstanding Bond or Bonds according to the registration books of the Issuer.

“Bond Year” means the period commencing on the day after principal on the Bond is due and ending on the date the following year which is the day principal on the Bonds is due.

“Bonds” means all Bonds or other indebtedness issued hereunder (including such indebtedness not necessarily defined as a “bond” but being issued on parity under the terms hereof), together with any Additional Bonds.

“Business Day” means, unless otherwise provided by Supplemental Resolution with respect to a Series of Bonds, a day on which banking business is transacted in the city or cities in which the Paying Agent has its principal corporate trust offices and on which the New York Stock Exchange is open.

“Chairperson” means the Chairperson of the Issuer, or in his or her absence, the Vice Chairperson of the Issuer, or such other person as may be duly authorized by the Chairperson to act on his or her behalf.

“City” means the City of Tallahassee, Florida.

“Clerk” means the Secretary of the Governing Body of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

“Cost” when used in connection with a Project, means (1) the cost of physical construction; (2) costs of acquisition of such Project; (3) costs of land and interests therein and the costs incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the construction period of such Project and for a reasonable period thereafter; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds including rating agency fees and the fees and expenses of any auditors, Paying Agent, Registrar, Credit Bank or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project,

including, without limitation, repayment of loans made to the Issuer by the City or the County for such Project; (9) costs of machinery or equipment required for the commencement of operation of such Project; and (10) any other costs permitted by law and this Resolution and shall include reimbursement to the Issuer, the City or the County for any such items of Cost heretofore paid by the Issuer and any administrative costs associated with design and implementation of the Project. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

“County” means Leon County, Florida.

“Credit Bank” means as to any particular Series of Bonds, the Person providing a Credit Facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

“Credit Facility” means as to any particular Series of Bonds, a letter of credit, a line of credit or another credit or liquidity enhancement facility, as approved in the Supplemental Resolution providing for the issuance of such Bonds.

“Debt Service Requirement” for any Fiscal Year means the sum of:

(1) The aggregate amount required to pay the interest becoming due on the Bonds during such Fiscal Year, except to the extent that such interest shall have been provided by payments into the Interest Account out of Bond proceeds or other sources (other than Pledged Revenues) for a specified period of time.

(2) The aggregate amount required to pay the principal becoming due on the Bonds for such Fiscal Year. For purposes of this definition: (a) the stated maturity date of any Term Bonds shall be disregarded and the principal of such Term Bonds shall be deemed to be due in the Fiscal Years and in the amounts of the Amortization Installments applicable to such Term Bonds; and (b) the principal amount of any single maturity of Term Bonds for which the Issuer shall have established no Amortization Installments shall be deemed to be due in the Fiscal Years and in such amounts as shall provide for the amortization of such principal amount over a term equal to the number of years such Term Bonds shall be Outstanding to such maturity and in equal annual installments of combined principal and interest; provided, however, that if the Issuer has employed a Credit Facility in connection with any such Term Bonds having no Amortization Installments the amortization of such Term Bonds shall be deemed to correspond to the applicable terms of such Credit Facility.

(3) The following assumptions shall be applicable to calculating the Debt Service Requirement as follows:

(a) The interest on Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the

date of calculation or such shorter period that such Variable Rate Bonds shall have been Outstanding, (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation and (C) the Bond Buyer RBI Index most recently published prior to the date of calculation of the Debt Service Requirement;

(b) If all or a portion of the principal of or interest on a Series of Bonds is payable from funds irrevocably set aside or deposited for such purpose, including, but not limited to, interest capitalized from the proceeds of Bonds or other indebtedness, together with projected earnings thereon to the extent such earnings are projected to be from Authorized Investments, such principal or interest shall not be included in calculating the annual Debt Service Requirement.

“Director of PLACE” means the Director of Planning Land Management and Community Enhancement who manages and directs the Issuer and the Office of Economic Vitality.

“DTC” means the Depository Trust Company of New York, New York and its successors or assigns.

“Federal Securities” means direct obligations of the United States of America and obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor. Federal Securities shall include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of specified portions of the interest thereon).

“Fiscal Year” means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“Governing Body” means the Board of Directors of the Issuer, or its successor in function.

“Interest Account” means the separate account of that name in the Debt Service Fund established pursuant to Section 4.04 hereof.

“Interest Date” means such date or dates for the payment of interest on a Series of Bonds as shall be provided by Supplemental Resolution.

“Interlocal Agreement” means the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, Florida dated as of December 9, 2015, as amended by the First Addendum to the Second Amended and Restated Interlocal Agreement between the County and the City dated as of July 13, 2016, as further amended by



the Second Addendum to the Second Amended and Restated Interlocal Agreement between the County and the City dated May 9, 2017.

“Issuer” means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency.

“Maximum Debt Service Requirement” means, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Bonds for the then current or any future Fiscal Year.

“Maximum Interest Rate” means, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any time bear in the future in accordance with the terms of such Supplemental Resolution.

“Outstanding” means all Bonds theretofore and thereupon being authenticated and delivered, except (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05, 2.06 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof, and (4) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

“Paying Agent” means any bank, trust company or Person, designated to serve as a paying agency or place of payment for the Bonds pursuant to a Supplemental Resolution and its successors and assigns.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

“Pledged Revenues” means (i) Sales Tax Revenues, and (ii) moneys on deposit in the funds and accounts established hereunder and investment earnings thereon, but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account.

“Prerefunded Obligations” means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (a) not callable prior to maturity or (b) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or Federal Securities, secured in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on

the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities deposited in such fund with any cash on deposit in such fund, are sufficient, as verified by an independent certified public accountant, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in such irrevocable instructions, and (4) which are rated in the highest rating category by at least two of the following rating agencies: S&P Global Ratings, Fitch Ratings or Moody's Investors Service, Inc.

“Principal Account” means the separate account of that name in the Debt Service Fund established pursuant to Section 4.04 hereof.

“Project” means those projects identified in the Interlocal Agreement as Blueprint 2020 Infrastructure Projects and Blueprint 2020 Economic Development Programs, as the same may be supplemented or amended from time to time.

“Redemption Price” means with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or Supplemental Resolution.

“Registrar” means any registrar for the Bonds appointed by or pursuant to Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution.

“Reserve Fund” means the Reserve Fund established pursuant to Section 4.04 hereof.

“Reserve Fund Insurance Policy” means the insurance policy or surety bond deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(C).

“Reserve Fund Letter of Credit” means a Credit Facility (other than a Reserve Fund Insurance Policy) issued by any bank or national banking association, insurance company or other financial institution and then on deposit in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(C) hereof.

“Reserve Fund Requirement” means an amount equal to the lesser of (i) ten percent (10%) of the proceeds of such Series of Bonds, (ii) Maximum Debt Service Requirement for such Series of Bonds or (iii) one hundred twenty-five percent (125%) of the average annual Debt Service Requirement for such Series of Bonds or such other amount approved by Supplemental Resolution for a Series of Bonds.

“Resolution” and “this Resolution” means this instrument, as the same may from time to time be amended, modified or supplemented by any and all Supplemental Resolutions.

“Revenue Fund” means the Revenue Fund established pursuant to Section 4.04 hereof.

“Sales Tax Revenues” means those 78% of the one percent (1%) local government infrastructure surtax revenues authorized pursuant to Section 212.055(2), Florida Statutes, levied and extended pursuant to Ordinance No. 2014-07 of the County and distributed to the Issuer pursuant to the Interlocal Agreement. Such term shall include for all purposes hereof proceeds of the portion of the communications services tax levied in the County pursuant to Section 202.19(5), Florida Statutes, as a replacement of, and to be used for the same purposes as, the portion of the infrastructure sales surtax previously levied on communications services.

“Securities” means Federal Securities and Prerefunded Obligations.

“Serial Bonds” means all of the Bonds other than the Term Bonds.

“Series” means all the Bonds delivered on original issuance in a simultaneous transaction identified in a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

“State” means the State of Florida.

“Subordinated Indebtedness” means that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof and any Variable Rate Bonds which become Subordinated Indebtedness in accordance with Section 6.02 hereof.

“Supplemental Resolution” means any resolution of the Issuer amending or supplementing this Resolution, adopted and becoming effective in accordance with the terms of Sections 8.01 or 8.02 hereof.

“Taxable Bond” means any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes.

“Term Bonds” mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution and which are subject to mandatory redemption by Amortization Installments.

“Variable Rate Bonds” means Bonds or other such debt instruments issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such Bonds or other such debt instruments.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the singular number include the plural number, and vice versa.

Section 1.02. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 1.03. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

Section 1.04. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Issuer is authorized and empowered by the Act to issue the Bonds and use the proceeds to pay the costs of Projects;

(B) The Issuer has determined that Projects and the issuance of Bonds to finance Projects will serve a valid public purpose;

(C) The County levied pursuant to Ordinance No. 2014-07 enacted on June 10, 2014, an extension of the one percent (1%) local government infrastructure surtax authorized by Section 212.055(2), Florida Statutes to be effective January 1, 2020 and expires December 31, 2039;

(D) Such levy and extension was approved by the electors of Leon County, Florida on November 4, 2014;

(E) Pursuant to the Interlocal Agreement (as defined herein), such Sales Tax Revenues are available to finance the Projects; and

(F) The principal and interest on the Bonds and all other payments provided for in this Resolution will be payable from and secured solely by the Pledged Revenues; and the ad valorem taxing power of the City, the County, the State of Florida or any political subdivision

thereof, will never be necessary or authorized to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the City, the County, Florida or the State of Florida.

[End of Article I]

## ARTICLE II

### AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 2.01. Authorization of Bonds. The Issuer hereby authorizes the issuance of Bonds of the Issuer to be designated as "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds," or such other designation as may be appropriate for such debt to best describe its nature and purpose as described in the Supplemental Resolution relating thereto, which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as may hereafter be provided by Supplemental Resolution or by other applicable law.

The Bonds may have, if and when authorized by the Issuer pursuant to Supplemental Resolution, such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by this Resolution or by Supplemental Resolution. From and after any maturity date of any of the Bonds (deposit of moneys and/or Securities for the payment of the principal and interest on such Bonds having been made by the Issuer with the Paying Agents), notwithstanding that any of such Bonds shall not have been surrendered for cancellation, no further interest shall accrue upon the principal or upon the interest which shall have accrued and shall then be due on such date, and such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holders shall have no rights in respect of such Bonds except to receive payment of such principal and unpaid interest accrued to the maturity date.

The Bonds shall be issued in such denomination or denominations and such form, whether coupon or registered; shall be dated such date or dates; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner all as determined by this Resolution or by Supplemental Resolution. The Issuer may issue Bonds which may be secured by a Credit Facility all as shall be determined by this Resolution or by Supplemental Resolution.

The principal of, interest and the premium, if any, on the Bonds are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, and shall be legal tender for the payment of public and private debts. Such principal and the premium, if any, on the Bonds, are payable, upon presentation and surrender hereof, at the

designated office of the Paying Agent. Payment of each installment of interest shall be made to the person in whose name the Bonds shall be registered on the registration books of the Issuer maintained by the Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Date and shall be paid by a check or draft of the Paying Agent mailed to such Holder at the address appearing on such registration books or at the request and expense of such Holder, by bank wire transfer for the account of such Holder. In the event interest payable on the Bonds is not punctually paid or duly provided for by the Issuer on such Interest Date, payment of each installment of such defaulted interest shall be made to the person in whose name the Bonds shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten (10) days preceding such special record date. Notwithstanding the foregoing, the provisions of this paragraph may be modified for a Series of Bonds pursuant to the Supplemental Resolution approving such Series of Bonds.

Section 2.02. Application of Bond Proceeds. Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(A) Accrued interest shall be deposited in the Interest Account.

(B) An amount shall be deposited in the Reserve Fund, or applicable subaccount, which, together with any moneys and securities on deposit therein and any Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit obtained in accordance with Section 4.05(C) hereof, shall equal the Reserve Fund Requirement as described by the Supplemental Resolution for such Series of Bonds.

(C) The Issuer does hereby establish a separate account with an Authorized Depository to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Costs of Issuance Account" (the "Costs of Issuance Account"), which shall be used only for the payment of costs and expenses described in this subsection. An amount of money sufficient to pay all costs and expenses in connection with the preparation, issuance and sale of a Series of Bonds, including fees of financial advisors, engineering and other consulting fees, legal fees, printing fees, rating agency fees and other similar costs and may be deposited to the credit of the Costs of Issuance Account, and used to pay such costs and expenses to the persons respectively entitled to receive the same. When all moneys on deposit to the credit of the Costs of Issuance Account for such Series of Bonds shall have been disbursed by the Issuer for the payment of such costs and expenses, the Costs of Issuance Account shall be closed.

(D) The Issuer shall deposit any proceeds from a Series of Bonds into a separate Account within the Construction Fund created pursuant to Section 4.03 hereof and

may require the deposit of any capitalized interest relating to such Series of Bonds as set forth in a Supplemental Resolution.

Section 2.03. Execution of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairperson and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

Section 2.04. Authentication. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.10 hereof.

Section 2.05. Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by Supplemental Resolution, such authorization to be evidenced conclusively by their execution of such temporary Bond or Bonds, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for



another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

Section 2.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as and shall be entitled to the same benefits and security as the Bond so lost, mutilated, stolen or destroyed.

Section 2.07. Interchangeability, Negotiability and Transfer. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney-in-fact duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain unpaid, the Issuer shall cause to be maintained and kept, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a

new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, shall forthwith (a) following the fifteenth day prior to an interest payment date for such Series, (b) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series, and (c) at any other time as reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairperson and the Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series which have been selected for redemption, or, in the case of any proposed redemption of Bonds, then for the Bonds subject to redemption, during the fifteen (15) days next preceding the date of the first mailing of the notice of such redemption.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

Section 2.08. Global Book-Entry System. The Director of PLACE is authorized to execute a Letter of Representation to be delivered to DTC upon the issuance of any Bonds for which the Issuer desires to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation. In such case such Series of Bonds shall be initially issued in the form of a single fully registered Bond of each maturity. Upon initial issuance, the ownership of such book entry Bonds shall be registered by the Registrar in the name of Cede &

Co., as nominee for DTC. With respect to any Series of Bonds registered by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds book entry Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the book entry Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a book entry Bond as shown in the Bond Register, of any notice with respect to the book entry Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a book entry Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the book entry Bonds. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of book entry Bonds appearing as registered owners in the registration books maintained by the Registrar at the close of business on regular record date, the name "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Agreement among the Issuer, the Paying Agent and DTC evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the book entry Bonds that they be able to obtain certificated Bonds, the Issuer shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the book entry Bonds shall be registered in the name of and deposited with a successor depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the book entry Bonds may be registered in whatever name or names registered owners of book entry Bonds transferring or changing such Bonds designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Resolution to the contrary, so long as any book entry Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such book entry Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 2.10. Form of Bonds. Except as otherwise provided pursuant to Section 2.09 hereof, the Bonds (except Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution) shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairperson prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank.]

[FORM OF BOND]

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF LEON-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY  
SALES TAX REVENUE BONDS  
SERIES \_\_\_\_\_

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	_____/____/____	_____/____/____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Leon County-City of Tallahassee Blueprint Intergovernmental Agency, a legal entity duly created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above on the Maturity Date identified above and interest (calculated on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, \_\_\_\_\_ until such Principal Amount shall have been paid or provided for, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this bond, are payable, upon presentation and surrender hereof, at the office of \_\_\_\_\_, \_\_\_\_\_, as paying agent, or such other paying agent as the Issuer shall hereafter duly appoint (the "Paying

Agent"). Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the "Registrar"), at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of the Paying Agent mailed to such Registered Holder at the address appearing on such registration books or at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten (10) days preceding such special record date.

This Bond is one of an authorized issue of bonds of the Issuer in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance the cost of the Project, as defined in the Resolution, in and for the Issuer, under the authority of laws of the State of Florida, particularly Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of Directors (the "Governing Body") of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency on December 10, 2020, as supplemented by Resolution No. \_\_\_\_\_ duly adopted by the Governing Body of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency on \_\_\_\_\_, 20\_\_ (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

The principal of, premium, if any, and interest on this Bond is payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Resolution) and, until applied in accordance with the provisions of the Resolution, the proceeds of the Bonds and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Resolution, all in the manner and to the extent described in the Resolution. This Bond shall not be or constitute a general indebtedness of the Issuer, the City or the County within the meaning of any constitutional, statutory or charter provision or limitation, but shall be payable solely from and secured by a lien upon and pledge of the Pledged Revenues. The full faith and credit of the City or the County is not pledged to the payment of the principal of or premium, if any, or interest on this Bond. No Holder of any of the Bonds shall ever have the right to require or compel the exercise of any ad valorem taxing power of the City or the County for payment thereof, and this Bond shall not constitute a lien upon any property owned or situated within the corporate territory of the Issuer, the City or the County. The Issuer has no taxing power.

(INSERT REDEMPTION PROVISIONS)

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered holders of the Bonds to be redeemed at such holders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such registered holders to the Registrar; provided, however, that no defect in any such notice to any registered holder of Bonds to be redeemed nor failure to give such notice to any such registered holder nor failure of any such registered holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other registered holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, but may be transferred only in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. [Each of the Bonds is issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds having the same maturity.] The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of any Bonds which have been selected for redemption, or, in the case of any proposed redemption of any Bonds, then for the Bonds subject to redemption, during the fifteen (15) days next preceding the date of the first mailing of the notice of such redemption and continuing until such redemption date established for such Bonds.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Governing Body of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Registrar.

IN WITNESS WHEREOF, the Leon County-City of Tallahassee Blueprint Intergovernmental Agency has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Chairperson and attested and countersigned by the manual or facsimile signature of its Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

LEON COUNTY-CITY OF  
TALLAHASSEE BLUEPRINT  
INTERGOVERNMENTAL AGENCY

(SEAL)

By: \_\_\_\_\_  
Name:  
Title: Chairperson

ATTESTED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Name:  
Title: Clerk



CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

\_\_\_\_\_

\_\_\_\_\_  
Registrar

By: \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Name and Address of Assignee)

---

Insert Social Security or Other Identifying Number of Assignee

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

[End of Article II]

## ARTICLE III

### REDEMPTION OF BONDS

Section 3.01. Privilege of Redemption. The terms of this Article III shall apply to redemption of Bonds other than Variable Rate Bonds. The terms of and provisions relating to redemption of Variable Rate Bonds shall be provided by Supplemental Resolution. The terms and provisions of this Article III as to a Series of Bonds may be modified by Supplemental Resolution.

Section 3.02. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Registrar from the Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 3.03. Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the Redemption Price,

(3) if less than all outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of and accrued interest on all the Bonds or portions of Bonds which are to be redeemed on that date. However, such moneys do not have to be on deposit prior to the mailing of the notice of redemption and any notice of redemption may contain a statement that the redemption of the Bonds on the date set for redemption is conditioned upon the occurrence of certain events to occur after the mailing of the notice but on or prior to the date set for redemption including, without limitation, the issuance of refunding obligations.

In addition to the foregoing notice, further notice shall be given by the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to any Credit Bank which shall have provided a Credit Facility for, any of the Bonds being redeemed and to DTC and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.04. Redemption of Portions of Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and

the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

Section 3.05. Payment of Redeemed Bonds. Official notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Registrar and/or Paying Agent for the purpose of the payment of the Redemption Price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

[End of Article III]

## ARTICLE IV

### SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

Section 4.01. Bonds not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as “bonds” within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Revenues in accordance with the terms of this Resolution. The Issuer may cause any Series of Bonds to be payable from and secured by a Credit Facility not applicable to any one or more other Series of Bonds. No Holder of any of the Bonds or any Credit Bank shall ever have the right to compel the exercise of any ad valorem taxing power of the City or the County for payment thereof, and the Bonds shall not constitute a lien upon any property owned or situated within the corporate territory of the Issuer, the City or the County. The Issuer has no taxing power.

The Pledged Revenues shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Bonds, without any physical delivery by the Issuer of the Pledged Revenues or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

Section 4.02. Security for Bonds. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues; provided, however, a Series of Bonds may be further secured by a Credit Facility not applicable to any one or more other Series of Bonds, as shall be provided by Supplemental Resolution, in addition to the security provided herein. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds.

Section 4.03. Construction Fund. The Issuer does hereby establish a separate fund to be known as the “Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Construction Fund,” hereinafter referred to as the “Construction Fund.” Unless otherwise provided by Supplemental Resolution, upon the issuance of a Series of Bonds for the purpose of financing a Project, the Issuer shall establish within the Construction Fund a separate account for each Series of Bonds, the proceeds of which are to be deposited in whole or in part in the Construction Fund. The Construction Fund shall be used only for payment of the Cost of a Project.

Moneys in each account of the Construction Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be held in trust and shall be subject to a lien and charge in favor of the Bondholders of such Series of Bonds for which such account was established and for the further security of such Holders of such Series of Bonds.

There shall be paid into the Construction Fund the amounts required to be so paid by this Resolution or any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' payment and performance bonds and/or corporate guaranty with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of principal of or Redemption Price, if applicable, and interest on such Series of Bonds, for which the account was established, when due.

The date of completion of a Project shall be determined by the Authorized Issuer Officer who shall certify such fact in writing to the Governing Body and to a trustee bank, if one has been appointed to hold the Construction Fund. Promptly after the date of the completion of a Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in the Construction Fund in (1) another account of the Construction Fund for which the Authorized Issuer Officer has stated that there are insufficient moneys present to pay the Cost of the related Project, (2) the Reserve Fund, to the extent of a deficiency therein, and (3) such other fund or account of the Issuer; including those established hereunder, as shall be determined by the Governing Body, provided the Issuer has received an opinion of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for federal income tax purposes.

Section 4.04. Funds and Accounts. The Issuer does hereby establish with a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, separate funds to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Revenue Fund" (the "Revenue Fund"), the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Debt Service Fund" (the "Debt Service Fund"), the Reserve Fund, the Subordinated Indebtedness Fund and the Rebate Fund. The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account", the "Principal Account" and the "Bond Amortization Account".

Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders and for the further security of the Holders.

The Issuer may establish by Supplemental Resolution such other funds and accounts as it shall deem necessary or advisable.

The Issuer shall at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Issuer and/or the Bondholders, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees.

Section 4.05. Flow of Funds

(A) Revenues. The Issuer shall deposit all Sales Tax Revenues into the Revenue Fund, promptly upon the receipt thereof. On or before the 27<sup>th</sup> day of each month, commencing with the month in which delivery of the Bonds shall be made to the purchasers thereof, the moneys in the Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund such sums as are described in Section 4.05(B) hereof.

(2) Reserve Fund. Next, the Issuer shall deposit into or credit to the Reserve Fund such sums as are described in Section 4.05(C) hereof. The provisions of one or more Supplemental Resolutions authorizing one or more Series of Bonds may provide that such Series of Bonds are not to be secured by a subaccount in the Reserve Fund or may be separately secured by a separate subaccount in the Reserve Fund, in which case a separate subaccount in the Reserve Fund may secure only such Series of Bonds.

(3) Subordinated Indebtedness Fund. Next, the Issuer shall deposit into or credit to the Subordinated Indebtedness Fund such sums as are necessary to pay the principal of, premium, if any, and interest on any Subordinated Indebtedness hereafter issued by the Issuer.

(4) Surplus Moneys. The balance of any moneys remaining in the Revenue Fund after the payments and deposits required by part (1) through (3) of this subsection (A) may be used for any lawful purpose.

(B) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund from moneys in the Revenue Fund sufficient to make all of the deposits required by this subsection (B). The moneys on deposit in the Debt Service Fund shall be applied in the manner provided herein solely for the payment of the principal of or Redemption Price, if



applicable, and interest on the Bonds and shall not be available for any other purpose. The moneys transferred from the Revenue Fund to the Debt Service Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on all Outstanding Bonds accrued and unpaid and to accrue to the end of the then current calendar month (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days each). Moneys in the Interest Account shall be applied by the Issuer to pay interest on the Bonds as and when the same shall become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest coming due on the Bonds on such Interest Date.

(2) Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal (a) the principal amount of all Outstanding Bonds other than Term Bonds due and unpaid, (b) that portion of the principal amount of the Bonds other than Term Bonds next due which would have accrued on such Bonds next due during the then current calendar month if such principal amount thereof were deemed to accrue monthly (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days each) in equal installments from a date one year preceding the due date of such Bonds next due and (c) the portion of the principal amount of the Bonds other than Term Bonds next due which shall have accrued on such basis in prior months. Not later than the month immediately preceding any principal payment date, the Issuer shall adjust the amount of the deposit into the Principal Account so as to provide sufficient moneys in the Principal Account to pay the principal on the Bonds other than Term Bonds becoming due on such principal payment date. Moneys in the Principal Account shall be applied by the Issuer to pay the principal of the Bonds other than Term Bonds as and when the same shall become due, whether at maturity or otherwise, and for no other purpose.

(3) Bond Amortization Account. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account. Commencing in the month which is one year prior to the due date of each Amortization Installment, the Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account held for the credit of such Amortization Installment and all Outstanding Term Bonds due and unpaid, shall equal (a) the principal amount of all such Outstanding Term Bonds due and unpaid, (b) that portion of such Amortization Installment which would have accrued during the then current calendar month if such Amortization Installment were deemed to accrue monthly (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days

each) in equal amounts from a date one year preceding such due date and (c) the portion of such Amortization Installment which shall have accrued on such basis in prior months. The Issuer shall adjust the amount of the deposit into the Bond Amortization Account not later than the month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay such Amortization Installment on such date. Moneys in the Bond Amortization Account shall be applied by the Issuer to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment may be applied by the Issuer, on or prior to the sixtieth (60th) day preceding the due date of such Amortization Installment (i) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, at a price not greater than the Redemption Price at which such Term Bonds may be redeemed on the first date thereafter on which such Term Bonds shall be subject to redemption, or (ii) to the redemption at the applicable Redemption Price of such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such account. As soon as practicable after the sixtieth (60th) day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the respective Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

(C) Reserve Fund. The Issuer shall deposit into or credit to each subaccount of the Reserve Fund such sum, if any, as will be necessary to immediately restore the funds on deposit therein to an amount equal to the Reserve Fund Requirement therefor including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein or the cash replacement thereof. In the event the amounts available for such purpose shall be insufficient to make all payments required by the preceding sentence, the available amount shall be prorated among the various subaccounts in the Reserve Fund in the same proportion that the Reserve Fund Requirement for each subaccount bears to the total Reserve Fund Requirement for all such subaccounts. On or prior to each principal and interest payment date for the Bonds, moneys in each subaccount of the Reserve Fund shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds, which such subaccount relates to, to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose.

Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Fund Requirement or as a result of a deposit therein of a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit, such surplus moneys shall be deposited by the Issuer into the Principal Account, or such other appropriate fund or account of the Issuer or used to pay or provide for necessary rebate through the Rebate Fund or to pay the premium on the Reserve Fund Insurance Policy, provided such deposit to such other fund or account shall not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Upon the issuance of any Series of Bonds, under the terms, limitations and conditions as herein provided, the Issuer shall provide for the terms of funding of a subaccount in the Reserve Fund, if required.

Whenever moneys on deposit in a subaccount of the Reserve Fund, together with the other available amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds (including principal and interest thereon) of the Series secured by such subaccount in accordance with their terms, the funds on deposit in such subaccount of the Reserve Fund shall be applied to the payment of such Bonds.

Notwithstanding the foregoing provisions, in lieu of the required deposits into a subaccount of the Reserve Fund, the Issuer may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums, if any, remaining on deposit in such subaccount of the Reserve Fund after the deposit of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose.

If fifteen (15) days prior to an interest payment or mandatory redemption date, the Issuer or a related Paying Agent shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on Bonds on such date, the Issuer shall immediately notify the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer to provide moneys sufficient to pay all amounts due on such interest payment or redemption date. Any available funds on deposit in a subaccount of the Reserve Fund shall be drawn upon and expended prior to a draw upon the Reserve Fund Insurance Policy and/or a Reserve Fund Line of Credit for that same subaccount.

If a disbursement is made from a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit provided pursuant to this Section 4.05(C), the Issuer shall reinstate the

maximum limits of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit immediately following such disbursement from moneys available in the applicable subaccount of the Reserve Fund in accordance with the provisions of the first paragraph of this Section 4.05(C), by depositing funds in the amount of the disbursement made under such instrument, with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, but in no case greater than the maximum rate of interest permitted by law. In addition, and in the same manner, the Issuer shall reimburse the issuer of the Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit for all reasonable expenses incurred by such issuer in connection with the draw on such Reserve Fund Insurance Policy or the Reserve Fund Letter of Credit, as the case may be.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note therefor, provided, however, any such note (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Revenues in the manner provided herein.

To the extent the Issuer causes to be deposited into the Reserve Fund, a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit for a term of years shorter than the life of the Series of Bonds so insured or secured, then the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall provide, among other things, that the issuer thereof shall provide the Issuer with notice as of each anniversary of the date of the issuance of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the intention of the issuer thereof to either (a) extend the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit beyond the expiration dates thereof, or (b) terminate the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit on the initial expiration dates thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit notifies the Issuer pursuant to clause (b) of the immediately preceding sentence or if the Issuer terminates the Reserve Fund Letter of Credit and/or Reserve Fund Insurance Policy, then the Issuer shall deposit into the Reserve Fund, on or prior to the fifteenth (15th) day of the first full calendar month following the date on which such notice is received by the Issuer, such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is one (1) and the denominator of which is equal to the number of months remaining in the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the Reserve Fund Requirement on the date such notice was received (the maximum amount available, assuming full reimbursement by the Issuer, under the Reserve Fund Letter of Credit and/or the Reserve Fund Insurance Policy to be reduced annually by an amount equal to the deposit to the Reserve Fund during the previous twelve (12) month period) until amounts on deposit in the Reserve Fund, as a result of the aforementioned deposits, and no later than upon the expiration of such Reserve Fund Insurance

Policy and/or such Reserve Fund Letter of Credit, shall be equal to the Reserve Fund Requirement applicable thereto.

If any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Fund over a period not to exceed twenty-four (24) months or such other term agreed to by the provider of the Reserve Fund Letter of Credit or the Reserve Fund Insurance Policy during which it shall make consecutive equal monthly payments in order that the amount on deposit in such account at the end of such period shall equal the Reserve Fund Requirement; provided, the Issuer may obtain a new Reserve Fund Letter of Credit or a new Reserve Fund Insurance Policy in lieu of making the payments required by this paragraph.

(D) Purchase or Redemption of Bonds. The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(E) Deposit of Moneys with Paying Agents. On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(F) Reimbursement of Credit Bank. In the case of Bonds secured by a Credit Facility, amounts on deposit in any funds or accounts established for such Bonds may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of or Redemption Price, if applicable, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the Holders thereof for payment.

Section 4.06. Rebate Fund. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States Treasury (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to each Series of Bonds (other than Taxable Bonds), and other instructions from Bond Counsel, delivered in connection with or subsequent to the issuance of such Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing from moneys in the Revenue Fund or from other moneys of the Issuer derived from sources other than ad valorem taxation and legally available for such purpose the amount determined in subsection (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificate and instructions of Bond Counsel may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

The Issuer agrees to retain or cause to be retained a rebate administrator who shall be a professional qualified to assure compliance by the Issuer with the requirements of this section. The rebate administrator so retained is hereby authorized to hire counsel, accountants, and other experts which the rebate administrator may, in its sole discretion, determine advisable for the purpose of obtaining the required calculations of the rebate amounts and other matters necessary for compliance with Section 148(f) of the Code as the same relates to the Bonds. The rebate administrator will not be liable for any loss occasioned by its reliance upon the instructions of such experts or upon the Issuer's certification of the amounts earned on nonpurpose investments, as such term is defined in Section 148(b)(2) of the Code, in which gross proceeds of the Bonds shall be invested. The duties and responsibilities of the rebate administrator may be performed by more than one Person.

Section 4.07. Investments. Each fund and account established hereby shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in each fund and account may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed.

Any and all income received by the Issuer from the investment of moneys in the Revenue Fund, the Construction Fund and the Rebate Fund, in the Interest Account, the Principal Account and the Bond Amortization Account in the Debt Service Fund, and in the Reserve Fund (to the extent such income and the other amounts in the Reserve Fund do not exceed the Reserve Fund Requirement) shall either be retained in such respective fund or account, or shall be deposited as provided by Supplemental Resolution.

All investments shall be valued at fair market value. Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Section 4.08. Separate Accounts. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

[End of Article IV]

## ARTICLE V

### COVENANTS; DISCLOSURE

Section 5.01. General. In addition to all of the other covenants of the Issuer contained in this Resolution, the Issuer hereby covenants with each and every successive Holder of any of the Bonds so long as any of the Bonds that shall remain Outstanding the Issuer will comply with each and every one of the covenants contained in this Article V.

Section 5.02. Covenants to comply with requirements of Section 212.055(2), Florida Statutes and the Interlocal Agreement. The Issuer hereby covenants and agrees to apply the proceeds of the Bonds and Pledged Revenues in compliance with (i) the requirements of Section 212.055(2), Florida Statutes and not to take any action or omit to take any action that would impair its right to receive or would result in a reduction of payments of the Sales Tax Revenues, and (ii) the requirements of the Interlocal Agreement.

Section 5.03. Covenants With Credit Banks. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders the same as if such covenants were set forth in full in this Resolution.

Section 5.04. Special Covenants Relating to Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(A) The Issuer shall annually submit to the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit, records of withdrawals on such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be, received by the Paying Agent and remaining unpaid, the respective dates of such withdrawals, the interest accrued on such withdrawals and the aggregate amount of interest due by the Issuer to the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

(B) The Issuer hereby acknowledges that the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall be deemed a third-party beneficiary of this Resolution for the purpose of enforcing the terms, conditions and obligations of this Resolution which benefit the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.



(C) The Issuer may provide by Supplemental Resolution adopted prior to the issuance of any Series of Bonds certain additional terms regarding a Reserve Fund Insurance Policy for funding the Reserve Fund for such Series of Bonds.

Section 5.05. Federal Income Tax Covenants; Taxable Bonds

(A) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds), that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Series of Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

(D) The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The covenants set forth in subsections (A), (B) and (C) of this Section 5.05 shall not apply to any Taxable Bonds.

Section 5.06. Continuing Disclosure Regarding Bonds. The Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the United States Security and Exchange Commission (the “Rule”), that it will enter into a continuing disclosure certificate to be executed by the Issuer and dated the date of issuance and delivery of any Series of Bonds subject to the Rule.

Section 5.07. Notice to Rating Agencies. The Issuer shall provide a notice and a copy of any amendments to the Interlocal Agreement to the rating agencies then rating the Bonds.

[End of Article V]

## ARTICLE VI

### SUBORDINATED INDEBTEDNESS AND BONDS

Section 6.01. Subordinated Indebtedness. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness that are not Additional Bonds and that are payable in whole or in part out of the Pledged Revenues and which may be secured by a pledge of the Pledged Revenues; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by this Resolution. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

Section 6.02. Issuance of Bonds. The Issuer may issue one or more Series of Bonds for any one or more of the following purposes: financing the Cost of Projects, or the completion thereof or refunding any or all Outstanding Bonds or any Subordinated Indebtedness or other debt of the Issuer or any other purpose permitted by law. Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as any Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution; provided, however, any Supplemental Resolution authorizing the issuance of Bonds may provide that any of the covenants herein contained will not be applicable to such Bonds, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of the Holders of any Bonds which shall then be Outstanding. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Revenues and their sources and security for payment therefrom without preference of any Bonds over any other; provided, however, that the Issuer shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Bonds pursuant to this Section 6.02 that in the event the principal thereof is accelerated due to such Bonds being held by the issuer of a Credit Facility, the lien of such Bonds on the Pledged Revenues shall be subordinate in all respects to the pledge of the Pledged Revenues created by this Resolution. No such Additional Bonds shall be issued by the Issuer, as the case may be, unless the following conditions are complied with:

(A) The Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been

deposited or made by it under the provisions of this Resolution and has complied with the covenants and agreements of this Resolution.

(B) There shall have been obtained and filed with the Issuer a certificate of the Director of PLACE: (1) stating that the books and records of the Issuer relating to the collection and receipt of Sales Tax Revenues have been reviewed by him or her; (2) setting forth the amount of Sales Tax Revenues which have been received by the Issuer during any twelve (12) consecutive months selected by the Issuer of the twenty four (24) months immediately preceding the issuance of such Additional Bonds or if such Sales Tax Revenues have not been received by the Issuer for a period of at least twelve (12) months immediately preceding the issuance of such Additional Bonds, the Issuer may calculate the amount of Sales Tax Revenues based on 78% of the combined City and County Sales Tax Revenue collections during such period; and (3) stating that such Sales Tax Revenues equal at least 1.25 times the Maximum Debt Service Requirement for all Outstanding Bonds and such Additional Bonds then proposed to be issued.

(C) In computing Maximum Debt Service Requirement for purposes of this Section 6.02, the interest rate on outstanding Variable Rate Bonds, and on additional parity Variable Rate Bonds then proposed to be issued, shall be calculated as provided in the definition of Debt Service Requirement.

(D) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.02(A) and (B) shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of principal of and interest on the Outstanding Bonds becoming due in the current Fiscal Year or any subsequent Fiscal Years. The conditions of Section 6.02(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

(E) In addition to all of the other requirements specified in this Section 6.02, the Issuer must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Additional Bonds.

(F) Additional Bonds issued pursuant to this Section 6.02 shall mature at least three months prior to the expiration of the Sales Tax Revenues or six months prior to the expected final collection of the Sales Tax Revenues.

Section 6.03. Bond Anticipation Notes. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by resolution of the Issuer.

[End of Article VI]

## ARTICLE VII

### DEFAULTS AND REMEDIES

Section 7.01. Events of Default. The following events shall each constitute an “Event of Default” hereunder:

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of sixty (60) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or any Credit Bank. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

Section 7.02. Remedies. Any Credit Bank or Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution and the Bonds, and may enforce and compel the performance of all duties required by this Resolution and the Bonds or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Director

of PLACE. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

Section 7.03. Directions to Trustee as to Remedial Proceedings. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Credit Bank providing a Credit Facility for any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof.

Section 7.04. Remedies Cumulative. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.05. Waiver of Default. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

Section 7.06. Application of Moneys After Default. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Revenues as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(B) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount

available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

Section 7.07. Control by and Notice to Credit Bank. Upon the occurrence and continuance of an Event of Default, each Credit Bank, if such Credit Bank shall have honored all of its commitments under its Credit Facility, as the case may be, shall be entitled to direct and control the enforcement of all rights and remedies with respect to the Bonds for which such Credit Facility is provided. The Issuer agrees to immediately notify each Credit Bank if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

[End of Article VII]



## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolution Without Bondholders' Consent. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) at any time prior to the issuance of any Bonds hereunder for any purpose whatsoever, and after the issuance of Bonds for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine at any time prior to the delivery of any Series of Bonds the matters and things referred to herein, including but not limited to Sections 2.01 or 2.09 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination.

(F) To authorize additional Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds.

(H) To authorize Bonds as Additional Bonds.

(I) To make any other change that, in the opinion of Bond Counsel, would not materially adversely affect the security for the Bonds.

(J) To make any change approved by every Credit Bank.

A copy of the Supplemental Resolution shall be provided to S&P Global Ratings, Fitch Ratings, and to Moody's Investors Service, Inc., if such rating agencies are then rating the Bonds.

Section 8.02. Supplemental Resolution With Bondholders' and Credit Bank's Consent. Subject to the terms and provisions contained in this Section 8.02 and Section 8.01 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of any Credit Bank providing a Credit Facility for, any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect. A copy of the Supplemental Resolution shall be provided to S&P Global Ratings, Fitch Ratings, and to Moody's Investors Service, Inc., if such rating agencies are then rating the Bonds. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Revenues other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Credit Bank of the adoption of any Supplemental Resolution as authorized in Section 8.01.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the Director of PLACE shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books and to all Credit Banks providing a Credit Facility for, Bonds Outstanding. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Issuer and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section

8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the Director of PLACE an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

[End of Article VIII]

## ARTICLE IX

### MISCELLANEOUS; DEFEASANCE

Section 9.01. Defeasance. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Revenues and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 9.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds, on and prior to the redemption date or maturity date thereof, as the case may be and (C) a report verifying the sufficiency of moneys or securities and investment earnings thereon to make such payment when due. Neither the Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption thereof; provided, however, the Issuer may substitute new Securities and moneys for the deposited Securities and moneys if the new Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on such Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at

less than the Maximum Interest Rate for any period, the total amount of moneys and specified Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 9.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds or any portion thereof shall be paid by a Credit Bank or Credit Banks, such Bonds or any portion thereof shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the pledge of the Pledged Revenues and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Credit Bank or Credit Banks shall be subrogated to the rights of such Bondholders.

Section 9.02. General Authority. The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers.

Section 9.03. No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer, the City or the County in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer, the City or the County in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer, the City or the County executing

the Bonds, or any certificate or other instrument to be executed in connection with the issuance of the Bonds, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 9.04. Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bonds, nothing in this Resolution, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer, and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds, all provision hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

Section 9.05. Sale of Bonds. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

Section 9.06. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

Section 9.07. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 9.08. Table of Contents and Headings not Part Hereof. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 9.09. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Article IX]

APPROVED AND ADOPTED by the Board of Directors of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency at a regular meeting assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY

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

ATTEST:

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

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RESOLUTION NO. 2024-01

A RESOLUTION OF LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY SUPPLEMENTING RESOLUTION NO. 2020-06 ADOPTED ON DECEMBER 10, 2020; AUTHORIZING THE ISSUANCE BY THE ISSUER OF NOT EXCEEDING \$136,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2024 TO CONSTRUCT CERTAIN CAPITAL IMPROVEMENTS AND PAY THE COSTS OF ISSUANCE; PLEDGING TO SECURE THE SERIES 2024 BONDS CERTAIN PLEDGED REVENUES INCLUDING THE SALES TAX REVENUES; DELEGATING THE APPROVAL OF CERTAIN INSURANCE COMMITMENTS RELATING TO THE SERIES 2024 BONDS; APPOINTING A REGISTRAR AND PAYING AGENT; DELEGATING TO THE CHAIRPERSON THE AUTHORITY TO DETERMINE THE PRINCIPAL AMOUNT OF SUCH BONDS TO BE ISSUED AND THE BID DATE WITH RESPECT TO SUCH BONDS, TO AWARD THE SALE THEREOF TO THE LOWEST CONFORMING BIDDER BASED ON BIDS SUBMITTED AT PUBLIC SALE AND TO DETERMINE THE TERMS OF SUCH SERIES 2024 BONDS; DELEGATING TO THE CHAIRPERSON THE AUTHORITY TO DEEM FINAL FOR CERTAIN PURPOSES AND APPROVE THE USE OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DISTRIBUTION OF THE FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2024 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY:**

**ARTICLE I  
GENERAL**

Section 1.01. Definitions. When used in this Resolution capitalized terms shall be as defined in the Original Resolution (herein defined) and the following terms shall have the following meanings, unless the context clearly otherwise requires:

“Bid Form” means the form upon which potential bidders will use to deliver their bid.

“Blueprint Clerk” means the Secretary of the Governing Body of the Issuer.

“Chairperson” means the Chairperson of the Issuer, or in his or her absence, the Vice Chairperson of the Issuer, or such other person as may be duly authorized by the Chairperson to act on his or her behalf.

“Clerk” means the City Treasurer-Clerk of the City of Tallahassee, Florida.

“Issuer” means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency.

“Loan” means the loan made to the Issuer pursuant to the State-Funded State Infrastructure Bank Loan Agreement between the Issuer and the State of Florida Department of Transportation dated March 7, 2022, in the maximum initial principal amount of Twenty Five Million Five Hundred Thousand and 00/100 Dollars (\$25,500,000.00).

“Official Notice of Sale” means such notice to potential bidders containing certain provisions regarding the sale of the Series 2024 Bonds in the proposed form attached hereto as Exhibit “A”.

“Original Resolution” means Resolution No. 2020-06 adopted by the Issuer on December 10, 2020, as amended and supplemented from time to time, which contains the master terms for the debt secured by the Pledged Revenues.

“Parity Bonds” means (i) the remaining outstanding \$10,055,000 Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Note, Series 2020, (ii) the remaining outstanding \$78,895,000 Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2022, (iii) the Loan, and (iv) any other debt issued hereafter under the Original Resolution.

“Paying Agent” and “Registrar” means The Bank of New York Mellon Trust Company, N.A. and its successors and assigns.

“Project” means the construction, improvement and repairs to certain capital projects, including but not limited to, Northeast Gateway (Welaunee Boulevard), Northeast Connector (Bannerman Road), Airport Gateway, and any other capital project designated in the Interlocal Agreement and approved by the governing body of the Issuer.

“Related Document” means this Resolution, the Original Resolution or any other transaction document including any underlying security agreement (each a “Related Document”).

“Series 2024 Bonds” means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024, authorized to be issued pursuant to the Original Resolution and this Resolution.

“Summary Notice of Sale” means a summary of the Official Notice of Sale in the proposed form attached hereto as Exhibit “A”.

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and is deemed to constitute a Supplemental Resolution pursuant to the Original Resolution.

Section 1.03. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Series 2024 Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Series 2024 Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Series 2024 Bonds. All of the Series 2024 Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2024 Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

Section 1.04. Findings. It is hereby ascertained, determined and declared as follows:

(A) For the benefit of the inhabitants of the Leon County, Florida, the Issuer finds that the construction of the Project is necessary and desirable, serves a public purpose, and will benefit the health and welfare of the inhabitants of Leon County, Florida.

(B) The Issuer deems it necessary, desirable and in the best interest of the Issuer that the Pledged Revenues be pledged to the payment of the principal of and interest on the Series 2024 Bonds. No part of the Pledged Revenues has been pledged or encumbered in any manner, except to the Parity Bonds.

(C) The estimated Pledged Revenues are sufficient to pay the principal of and interest on the Series 2024 Bonds and the Parity Bonds as the same become due, and all other payments provided for in this Resolution and the Original Resolution.

(D) The principal of and interest on the Series 2024 Bonds and all other payments provided for in this Resolution and the Original Resolution will be paid solely from the sources herein provided in accordance with the terms hereof; and no ad valorem taxing power of the Issuer will ever be exercised nor will the Bondholders have the right to compel the exercise of such ad valorem taxing power to pay the principal of or interest on the Series 2024 Bonds or to make any other payments provided for in this Resolution or the Original Resolution, and the Series 2024 Bonds shall not constitute a lien upon any property of the Issuer or situated within its territorial limits, except the Pledged Revenues.

(E) Upon issuance in accordance with the terms hereof, the Series 2024 Bonds will constitute a Series of Bonds under the Original Resolution, entitled to all the security and benefits thereof.

Section 1.05. Authorization of the Project. There is hereby authorized the Project. The findings contained in Section 1.04 are determined to be true and correct findings by the Issuer.

[End of Article I]

ARTICLE II  
AUTHORIZATION AND DESCRIPTION OF SERIES 2024 BONDS;  
APPLICATION OF SERIES 2024 BOND PROCEEDS

Section 2.01. Authorization and Description of Series 2024 Bonds. A Series of Bonds entitled to the benefit and security of this Resolution and the Original Resolution is hereby authorized to be issued in an aggregate principal amount not to exceed \$136,000,000 for the principal purpose of constructing the Project, and paying certain costs of issuance incurred with respect to such Series 2024 Bonds. Such Series shall be designated as and shall be distinguished from the Bonds of all other Series by the title "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024". The Series 2024 Bonds may bear a series designation of their year of issuance and shall be called the "Series \_\_ Bonds", thereupon all references to the Series 2024 Bonds herein shall mean "Series \_\_ Bonds".

The Series 2024 Bonds shall be dated the date of delivery; shall be issued as fully registered Bonds; and shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall be in denominations of \$5,000 and integral multiples thereof, and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds or Term Bonds, maturing in such amounts and in such years not exceeding thirty years (30) from their date; and shall contain such redemption provisions as set forth in or referenced by the Bid Documents attached hereto as Exhibit "A" and in the Bid Form of the lowest qualified bidder as designated by the Issuer in accordance with Section 3.01 hereof.

The principal of or Redemption Price, if applicable, and interest on the Series 2024 Bonds are payable by the Paying Agent as further described in the Original Resolution.

The form of the Series 2024 Bonds shall be as set forth in Section 2.10 of the Original Resolution with such omissions, insertions and variations as are necessary to comport with the terms hereof and the winning bid of the successful bidder, and as may otherwise be required or desirable, to be approved by the Chairperson prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Series 2024 Bonds to the purchaser thereof).

The ownership of each Series 2024 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). A blanket letter of representation has been entered into by the Issuer with respect to DTC (the "Letter of Representation"). It is intended that the Series 2024 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation.

Section 2.02. Application of Series 2024 Bonds Proceeds. The proceeds derived from the sale of the Series 2024 Bonds, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Series 2024 Bonds to the successful bidder thereof, be applied by the Issuer as follows:

(A) The Issuer hereby establishes a separate account to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024, Costs of Issuance Account" (the "Costs of Issuance Account"), which shall be used only for the payment of costs and expenses described in this subsection. An amount of money sufficient to pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2024 Bonds, including fees of financial advisors, legal fees, and other similar costs may be deposited to the credit of the Costs of Issuance Account, and used to pay such costs and expenses to the persons respectively entitled to receive the same. When all moneys on deposit to the credit of the Costs of Issuance Account for the Series 2024 Bonds shall have been disbursed by the Issuer for the payment of such costs and expenses, the Costs of Issuance Account shall be closed and excess proceeds applied to the Debt Service Fund.

(B) The Issuer hereby covenants that it will establish a subaccount in the Construction Fund to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Note, Series 2024 Construction Account," hereinafter referred to as the "2024 Construction Account." A portion of the Series 2024 Bonds proceeds shall be deposited in the 2024 Construction Account and used for the payment of the Cost of the Project. Moneys in the 2024 Construction Account until applied in payment of any item of the cost of the Project, shall be held in trust by the Issuer and shall be subject to the lien and charge in favor of the Holders of the Series 2024 Bonds, and for the further security of such Holders. Interest on such monies shall accrue to the benefit of the Issuer and may be used for costs of the Project or interest payments on the Series 2024 Bonds.

Section 2.03. Execution of Series 2024 Bonds. The Series 2024 Bonds shall be signed by, or bear the facsimile signature of, the Chairperson of the Governing Body and shall be signed by, or bear the facsimile signature of, the Clerk and a facsimile of the official seal of the Issuer shall be imprinted on the Series 2024 Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2024 Bonds shall cease to be such officer before the delivery of such Series 2024 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he has remained in office until such delivery. Any Series 2024 Bond may bear the facsimile signature of or may be signed by such persons who, at the actual time of the execution of such Series 2024 Bond, shall be the proper officers to sign such Series 2024 Bonds although at the date of such Series 2024 Bond such persons may not have been such officers.

Section 2.04. Authentication of Series 2024 Bonds. Only such of the Series 2024 Bonds as shall have been endorsed thereon a certificate of authentication substantially in the form set forth on the form of the Bond, duly executed by the Registrar, as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Series 2024 Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the Registrar upon any such Series 2024 Bond shall be conclusive evidence that such Series 2024 Bond has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Series 2024 Bond shall be deemed to have been duly executed if signed by an authorized officer of the

Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of all of the Series 2024 Bonds that may be issued hereunder at any one time.

Section 2.05. Appointment of Paying Agent and Registrar. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Paying Agent and Registrar for the Series 2024 Bonds. The Chairperson and the Clerk are hereby authorized to enter into any agreements with such Paying Agent and Registrar, which may be necessary to reflect the obligation of such Paying Agent and Registrar to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated by this Resolution and the Original Resolution.

[End of Article II]



ARTICLE III  
SALE OF SERIES 2024 BONDS

Section 3.01. Delegated Award and Payment for the Series 2024 Bonds. Subject to full satisfaction of the conditions set forth in this Section 3.01, the Issuer hereby authorizes a delegated award of the Series 2024 Bonds to the successful bidder in accordance with the terms of the Bid Form to be dated the date of sale with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairperson in accordance with the provisions of this Section 3.01 and upon recommendation of the Financial Advisor, his execution thereof being deemed conclusive evidence of the approval of such changes and full satisfaction of the conditions set forth in this Section 3.01. The Bid Form of the successful bidder shall not be accepted by the Chairperson until such time as all of the following conditions have been satisfied:

Receipt by the Chairperson of a properly delivered Bid Form to purchase the Series 2024 Bonds by the successful bidder, said offer to provide for, among other things, (i) the issuance of not exceeding \$136,000,000 aggregate principal amount of Series 2024 Bonds, (ii) an underwriting discount (including management fee and all expenses) and a net original issue discount not in excess of 1.00%, in the aggregate, of the par amount of the Series 2024 Bonds, (iii) a true interest cost of not more than 4.50% for the Series 2024 Bonds, and (iv) the maturities of the Series 2024 Bonds, with the final maturity of the Series 2024 Bonds being not later than October 1, 2039.

The Issuer hereby delegates to the Chairperson, upon consideration of the factors hereinafter listed, the authority to accept bids for the Series 2024 Bonds and retain the services of PARITY or similar firm, as an electronic provider of bidding services. After considering the cost of such method of sale, the potential to reduce the true interest cost of the Series 2024 Bonds, and the potential to increase the number of bidders for the Series 2024 Bonds, the Governing Body determines such method of sale is in the best interest of the Issuer, therefore the Chairperson shall undertake the bidding via such electronic means. The Chairperson is authorized to execute and deliver an engagement letter and any necessary services agreement with such provider which contain such terms and provisions acceptable to the Chairperson. The Official Notice of Sale attached hereto may be modified and amended to accommodate the sale of the Series 2024 Bonds and the award of the sale of the Series 2024 Bonds to the best bidder in the all-or-none bidding transaction, based on the method which produces the lowest overall true interest cost for the Issuer. The Issuer has the right to reject any and all bids.

Section 3.02. Publication of Notice of Sale. The Chairperson is hereby authorized and directed to cause the Summary Notice of Sale of the Series 2024 Bonds attached as Exhibit "A" hereto with such changes or insertions thereto as may be authorized by the Chairperson, such abbreviated form to be consistent with the terms of this Resolution and the Original Resolution, to be published, in the official newspaper and such newspapers or financial journals published within or without the State and shall be published at such times as the Chairperson may determine but one such publication shall be at least ten (10) days prior to the bid. The Chairperson shall obtain proof, in affidavit form, of such publication. The Chairperson shall

compare the notice as printed with that directed to be printed to ascertain that no material mistake has been made therein.

Section 3.03. Information with Respect to the Offering and Preliminary Official Statement. The Chairperson, Bond Counsel to the Issuer and the Issuer's Financial Advisor are hereby authorized to prepare and to disseminate (or cause to be prepared and disseminated) copies of the Official Notice of Sale and of the Bid Form to any banks, underwriters, investment houses or the like deemed to be advisable, and to include therewith copies of a "Preliminary Official Statement" substantially in the form attached hereto as Exhibit "B". At closing, the Chairperson is authorized and directed to furnish a certificate to the effect that the Preliminary Official Statement did not as of its date and does not contain any untrue statement or omission of a material fact. The Chairperson is authorized to deem final the Preliminary Official Statement prepared pursuant to this section for purposes of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, subject to omissions allowed by the Rule. The Chairperson is authorized to deliver a certificate to the winning bidder indicating compliance with such Rule. The Issuer shall provide the successful bidder with a reasonable number of copies (not more than 200) of the Official Statement upon delivery of the Series 2024 Bonds and such bidder shall be responsible for distributing the Official Statement in accordance with the law. The Chairperson and the Financial Advisor are hereby further authorized and directed to cooperate with requests for information received from potential bidders or from the winning bidder. Upon the award of the Series 2024 Bonds to the successful bidder, the Issuer shall also make available a reasonable number of copies of the Preliminary Official Statement to such bidder, who may mail such Preliminary Official Statements to prospective purchasers at the bidder's expense .

The form, terms and provisions of the final Official Statement relating to the Series 2024 Bonds shall be substantially as set forth in the Preliminary Official Statement. The Chairperson is hereby authorized and directed to execute and deliver said final Official Statement in the name and on behalf of the Issuer, and thereupon to cause such final Official Statement to be delivered to the successful bidder with such changes, amendments, modifications, omissions and additions as shall be necessary to reflect the terms and provisions of the Series 2024 Bonds as set forth in the winning bid as adjusted in accordance with the provisions of the Official Notice of Sale. Said final Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Chairperson, and the information contained therein, are hereby authorized to be used in connection with the sale of the Series 2024 Bonds to the public. Execution by the Chairperson of the Final Official Statement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions.

[End of Article III]

ARTICLE IV  
PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Payment and Pledge of Revenues.

A. The Issuer covenants that it will promptly pay the principal of and redemption premium, if any, and the interest on the Series 2024 Bonds issued under the provisions of this Resolution at the places, on the dates and in the manner provided herein and in the Series 2024 Bonds, and any premium required for the retirement of the Series 2024 Bonds by purchase or redemption, according to the true intent and meaning thereof.

B. The Issuer does hereby irrevocably and unconditionally agree to deposit its Sales Tax Revenues into its Revenue Fund created pursuant to Section 4.04 of the Original Resolution.

C. The Issuer does hereby irrevocably and unconditionally pledge the Pledged Revenues for the payment of the principal of and interest on the Series 2024 Bonds and for all other payments provided herein and in the Original Resolution.

D. The Issuer covenants that it will duly enforce and collect the Sales Tax Revenues in accordance with the Act, this Resolution, the Original Resolution and the Interlocal Agreement.

Section 4.02. Covenant of Faithful Performance of Resolution. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, the Original Resolution, the Interlocal Agreement, in any and every Series 2024 Bond executed and delivered hereunder and under the Original Resolution and in all proceedings of the Issuer pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Florida, including particularly the Act, to issue the Series 2024 Bonds authorized hereby and to adopt this Resolution, to pledge the Pledged Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2024 Bonds issued hereunder and the adoption of this Resolution and the Original Resolution have been duly and effectively taken; and that the Series 2024 Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the tenor thereof.

Section 4.03. Covenant of Nonarbitrage. The Issuer covenants for the benefit of the Owner(s) of the Series 2024 Bonds that the proceeds, the earnings thereon and any other moneys on deposit in any fund or account maintained with respect to the Series 2024 Bonds (whether such moneys were derived from the proceeds of the Series 2024 Bonds or from other sources) will not be used in any manner which would cause the Series 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. Without limiting the generality of other provisions of this Resolution, the officers of the Issuer are hereby authorized and directed to execute and deliver on behalf of the Issuer such agreements and instruments as they deem necessary or desirable in order to effectuate the foregoing, including an agreement requiring the Issuer to pay arbitrage profits to the United States of America. The Rebate Fund

created pursuant to Section 4.06 of the Original Resolution shall be utilized for any such required rebate.

Section 4.04. Tax-Exempt Status of the Series 2024 Bonds. The Issuer covenants and agrees for the benefit of the Owner(s) of the Series 2024 Bonds that it will not take or authorize or permit any action to be taken or omit to take any action and it has not taken nor authorized or permitted any action to be taken or omitted to take any action which results in the interest paid on the Series 2024 Bonds being included in the gross income of a Bondholder for purposes of federal income taxation.

Section 4.05. Continuing Disclosure Certificate. In order to enable the purchasers of the Series 2024 Bonds to comply with the provisions of the Rule, relating to secondary market disclosure, the Chairperson is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate, and the Clerk to attest, in the name and on behalf of the Issuer substantially in the form attached hereto as Exhibit "C" with such changes, amendments, omissions and additions as shall be approved by the Chairperson, his execution and delivery thereof being conclusive evidence of such approval.

Section 4.06. Truth in Bonding. The successful bidder shall deliver at or before the issuance of the Series 2024 Bonds a statement in the form as follows with the proper information inserted as appropriate:

"The Leon County-City of Tallahassee Blueprint Intergovernmental Agency is proposing to issue \$136,000,000 original aggregate principal amount of Sales Tax Revenue Bonds, Series 2024 for the purpose of (i) paying costs of the Project, and (ii) paying the costs of issuing the Series 2024 Bonds, all as further described in the Original Resolution and Resolution No. 2024-01. The final maturity date of the Series 2024 Bonds is October 1, \_\_\_\_\_, and the Series 2024 Bonds are expected to be repaid over a period of \_\_\_\_\_ (\_\_\_\_) years. At a forecasted average interest rate of \_\_\_\_\_% per annum, total interest paid over the life of the Series 2024 Bonds will be \$\_\_\_\_\_. The source of repayment or security for this proposal is the Issuer's Pledged Revenues held in the funds created under the said Resolution. Authorizing the Series 2024 Bonds will result in \$\_\_\_\_\_ not being available to finance the other capital improvements of the Issuer. This truth-in-bonding statement prepared pursuant to Section 218.385(2) and (3) of the Florida Statutes, as amended, is for informational purposes only and shall not affect or control the actual terms and conditions of the Series 2024 Bonds."

[End of Article IV]

ARTICLE V  
INSURER PROVISIONS

Section 5.01. Delegation of Insurer. In order to obtain the most favorable premiums on a Bond Insurance Policy, the Staff Director, in consultation with the Financial Advisor, is hereby authorized to negotiate with interested Insurers and the Director of PLACE are authorized to accept, execute and deliver the commitment of whichever Insurer provides the terms and provisions which, after consultation with the Issuer's Financial Advisor, is in the best interest of the Issuer. The Chairperson can designate all, some or none of the Series 2024 Bonds to be insured. The Chairperson or the Director of PLACE are hereby authorized to execute such agreements containing the provisions of the Bond Insurance Policy. The Issuer further authorizes application of Series 2024 Bond proceeds to payment of the premium for the Bond Insurance Policy. A statement of insurance is authorized to be printed on the Series 2024 Bonds for the benefit and information of the Bondholders.

Section 5.02. Delegation of Reserve Fund Insurance Policy. If determined to be the most economical or prudent structure, the Staff Director, in consultation with the Financial Advisor, is hereby authorized to solicit bids from interested providers of Reserve Fund Insurance Policies, in order to obtain the most favorable premiums on a Reserve Fund Insurance Policy, and the Chairperson or the Director of PLACE are authorized to accept, execute and deliver the commitment of whichever provider of the Reserve Fund Insurance Policy provides the terms and provisions which, after consultation with the Issuer's Financial Advisor, is in the best interest of the Issuer. A Reserve Fund Insurance Policy for the Series 2024 Bonds, together with other amounts or other credit instruments on deposit therein, equal to the Reserve Requirement is hereby authorized to be purchased from the selected provider of the Reserve Fund Insurance Policy and payment for such Reserve Fund Insurance Policy is hereby authorized from Series 2024 Bond proceeds. In furtherance thereof, the Issuer is hereby authorized to enter into a Financial Guaranty Agreement for the Series 2024 Bonds (the "Guaranty Agreement") with such provider of the Reserve Fund Insurance Policy and the Chairperson or the Director of PLACE are hereby authorized to execute and deliver such Guaranty Agreement.

[End of Article V]

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Authorization of Execution and Other Certificates and Other Instruments. The Chairperson, the Issuer's Attorney and any attorney designated in that capacity (the "Issuer's Attorney"), the Clerk and the Blueprint Clerk are hereby authorized and directed, either alone or jointly, under the official seal of the Issuer, to execute and deliver certificates of the Issuer certifying such facts as the Issuer's Attorney, Bond Counsel or counsel appointed as disclosure counsel ("Disclosure Counsel") shall require in connection with the issuance, sale and delivery of the Series 2024 Bonds, and to execute and deliver such other instruments (including tax documents) as shall be necessary or desirable to perform the Issuer's obligations under this Resolution and the Original Resolution and to consummate the transactions contemplated hereby and thereby.

Section 6.02. General Authority. The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel, Disclosure Counsel or the successful bidder of the Series 2024 Bonds to effectuate the sale of the Series 2024 Bonds to said bidder.

Section 6.03. No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2024 Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Series 2024 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Series 2024 Bonds, or any certificate or other instrument.

Section 6.04. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Series 2024 Bonds, nothing in this Resolution, or in the Series 2024 Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2024 Bonds, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

Section 6.05. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants,

agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2024 Bonds issued hereunder.

Section 6.06. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 6.07. Table of Contents and Headings Not Part Hereof. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 6.08. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED by the Board of Directors of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency at a regular meeting assembled this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SEAL]

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY

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

ATTEST:

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



**EXHIBIT "A"**  
**BID DOCUMENTS**

**SUMMARY NOTICE OF SALE**

\$ \_\_\_\_\_ \*

**LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY  
SALES TAX REVENUE BONDS  
SERIES 2024**

Bids for the above captioned bonds will be received by the Leon County-City of Tallahassee Blueprint Intergovernmental Agency, (the "Issuer") via Parity until 11:00 A.M. (the "Submittal Deadline"), Eastern Time, \_\_\_\_\_, 2024 or on such other date as may be established by the Chairperson of the Issuer or his respective designee no less than ten (10) days after the date of publication of this notice and communicated by Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are received (the "Bid Date").

Such bids are to be opened in public as soon as practical after the Submittal Deadline on said day for the purchase of the Leon County-City of Tallahassee, Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Series 2024 (the "Series 2024 Bonds"). The Series 2024 Bonds will mature as specified in the Official Notice of Bond Sale. Proceeds of the Series 2024 Bonds shall be used for the purpose of (i) construction, improvement, and repairs to certain capital projects, including but not limited to, the Northeast Gateway (Welaunee Boulevard), Northeast Connector (Bannerman Road), Airport Gateway and any other capital project designated in the Interlocal Agreement and approved by the governing body of the Issuer, and (ii) paying costs of issuance of the Series 2024 Bonds.

The approving opinion of Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel, will be furnished to the successful bidder at the expense of the Issuer.

Electronic copies of the Preliminary Official Statement and the Official Notice of Sale relating to the Series 2024 Bonds may be obtained at the website address [www.munios.com](http://www.munios.com).

**LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY**

**Chairperson**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
\*Preliminary, subject to change.

## OFFICIAL NOTICE OF SALE

\$\_\_\_\_\_\*

### LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY SALES TAX REVENUE BONDS SERIES 2024

Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "Issuer") for the purchase of the Series 2024 Bonds via the BiDCOMP/Parity® Electronic Bid Submission System ("Parity") in the manner described below until 11:00 A.M., Eastern Time, on \_\_\_\_\_, 2024, or on such other date and/or time as will be established by the Chairperson of the Issuer or his respective designee and communicated by TM3 News Service ([www.TM3.com](http://www.TM3.com)) not less than 20 hours prior to the time the bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at (212) 849-5023 or [parity@ihsmarkit.com](mailto:parity@ihsmarkit.com). The use of Parity shall be at the bidder's risk and expense, and the Issuer shall have no liability with respect thereto. Only bids submitted through Parity will be considered.

### BOND DETAILS

The description of the Series 2024 Bonds, the purpose thereof and the security therefor, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosures made in the Preliminary Official Statement. See "Disclosure Information" herein.

The Series 2024 Bonds will be issued as fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2024 Bonds. Individual purchases of the Series 2024 Bonds may be made only in book-entry form in denominations of \$5,000 or integral multiples thereof. Purchasers of Series 2024 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the Series 2024 Bonds, as nominee for DTC, payments of principal and interest with respect to the Series 2024 Bonds will be made directly to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners. The Issuer will not be responsible for payments to Beneficial Owners.

\*Preliminary, subject to change.

The Series 2024 Bonds will be dated their date of delivery (expected to be \_\_\_\_\_, 2024) or such other date as may be communicated by TM3 News Service ([www.TM3.com](http://www.TM3.com)) not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on \_\_\_\_\_1, 2024, and on each April 1 and October 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

**INITIAL MATURITY SCHEDULE FOR THE SERIES 2024 BONDS**

<u>Maturity</u> <u>(October 1)*</u>	<u>Amount*</u>
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	

\_\_\_\_\_  
\*Preliminary, subject to change.

NOTE: The Issuer reserves the right to modify the maturity schedule shown above. Any such modification will be communicated through the TM3 News Service ([www.TM3.com](http://www.TM3.com)) (See, "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.)

**BOND REGISTRAR AND PAYING AGENT**

The Bond Registrar and Paying Agent for the Series 2024 Bonds will be The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida.

## ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedule") represents an estimate of the principal amount and maturities of the Series 2024 Bonds that will be sold. The Issuer reserves the right to change the Initial Maturity Schedule by announcing any such change not later than 3:00 p.m., Eastern Time, on the day immediately preceding the date set for receipt of bids, through TM3 News Service ([www.TM3.com](http://www.TM3.com)). If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for submission of the bid.

Furthermore, if after final computation of the bids, the Issuer determines in its sole discretion that the funds necessary to accomplish the purpose of the Series 2024 Bonds is more or less than the proceeds of the sale of all of the Series 2024 Bonds, the Issuer reserves the right to increase or decrease the principal amount, by no more than 15% of the principal amount of the Series 2024 Bonds and for a given maturity by no more than the greater of (i) [\$2,000,000 or (ii) 15% of the given maturity of the Series 2024 Bonds (to be rounded to the nearest \$5,000),] or by such other amount as approved by the winning bidder.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the Series 2024 Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the Series 2024 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the Series 2024 Bonds offered, without taking into account any adjustment in the amount of Series 2024 Bonds pursuant to this paragraph.

## REDEMPTION PROVISIONS

Optional Redemption. The Series 2024 Bonds maturing on or prior to October 1, 2032 are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on and after October 1, 2033 are subject to redemption prior to maturity on October 1, 2032, or on any date thereafter, at the option of the Agency, as a whole or in part at any time (by lot if less than all of a maturity) at the redemption price of 100% of the principal amount thereof, without premium, (plus accrued interest to the redemption date on the principal amount, if any).

Mandatory Sinking Fund Redemption. The Series 2024 Bonds maturing on October 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption in part prior to maturity, by lot, through the application of Amortization Installments, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, on October 1 of each year in the following amounts and in the years specified.

Due (October 1)	Amortization Installment
--------------------	-----------------------------

\*

\_\_\_\_\_  
\*Final Maturity

#### AUTHORITY AND PURPOSE

The Series 2024 Bonds are being issued under the authority of, and in full compliance with the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law (collectively referred to as the "Act"), and pursuant to the terms and conditions of Resolution No. 2020-06 of the Agency, adopted on December 10, 2020, as supplemented, and particularly as supplemented by Resolution No. 2024-01, adopted on February 29, 2024 (collectively, the Bond Resolution").

The Series 2024 Bonds are being issued for the purpose of (i) construction, improvement, and repairs to certain capital projects, including but not limited to, Northeast Gateway (Welaunee Boulevard), Northeast Connector (Bannerman Road), Airport Gateway and any other capital project designated in the Interlocal Agreement and approved by the governing body of the Issuer, and (ii) paying costs of issuance of the Series 2024 Bonds.

#### SECURITY

The Series 2024 Bonds are special obligations of the Issuer. The principal of and interest on the Series 2024 Bonds shall be secured by a pledge of the Pledged Revenues, which mainly consist of Sales Tax Revenues, as further described in the Official Statement. The Bond Resolution is included as Appendix C to the Preliminary Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" in the Preliminary Official Statement.

## RATINGS

Moody's Investors Service ("Moody's") and Fitch Ratings, Inc. ("Fitch") have assigned municipal bond ratings of "\_\_\_\_\_" and "\_\_\_\_\_" (stable outlook), respectively, to the Series 2024 Bonds.

The rating reports of such rating agencies will be made available upon request to PFM Financial Advisors LLC, 200 S. Orange Ave, Suite 760 Orlando, Florida 32801; [niedfeldtj@pfm.com](mailto:niedfeldtj@pfm.com).

Such ratings reflect the views of Moody's and Fitch and an explanation of the significance of such ratings may be obtained only from the rating agencies. There is no assurance that such ratings will be in effect for any given period of time or that they will not be revised downward or withdrawn entirely by Moody's or Fitch if, in the judgment of Moody's or Fitch, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect upon the market price of the Series 2024 Bonds.

## TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the Series 2024 Bonds. The reoffering price for the Series 2024 Bonds may not be less than 98% of the principal amount of the Series 2024 Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount, may not be less than 100% of the principal amount of the Series 2024 Bonds. The true interest cost of the Series 2024 Bonds may not exceed 4.50% per annum. The minimum coupon requirement for the Series 2024 Bonds on and after October 1, \_\_\_\_\_ is \_\_\_\_%.

The Series 2024 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All Series 2024 Bonds maturing on the same date shall bear the same rate of interest.

The Series 2024 Bonds will be awarded to the bidder offering to purchase the Series 2024 Bonds at the lowest annual interest cost computed on a true interest cost ("TIC") basis. The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the Series 2024 Bonds back to the Net Bond Proceeds (defined as the par amount of the Series 2024 Bonds, plus any OIP, less any OID and underwriter's discount on the Series 2024 Bonds, calculated on a 360 day year to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places. **NO BID SHALL BE ACCEPTED WITH A TIC GREATER THAN 4.50%.**

**ALL BIDS SHALL REMAIN FIRM UNTIL 2:00 P.M., EASTERN TIME, ON THE DATE OF RECEIPT OF BIDS. Award is subject to the timely receipt of the Good Faith Deposit as mentioned below.**

EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE FOR THE SERIES 2024 BONDS OF EACH MATURITY AND ALL SERIES 2024 BONDS MATURING ON THE SAME DATE MUST BEAR INTEREST AT THE SAME RATE. NO BIDS FOR LESS THAN ALL OF THE SERIES 2024 BONDS OFFERED WILL BE ENTERTAINED.

THE ISSUER RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE ISSUER ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE ISSUER SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

### BIDDING DETAILS

All bids must be unconditional and submitted electronically via Parity. **No telephone, facsimile, mail, courier delivery or personal delivery bids will be accepted.** To participate, bidders must be a contracted customer of Ipreo, parent company of i-Deal LLC ("i-Deal LLC"). If the prospective bidder does not have a contract with i-Deal LLC, call (212) 849-5023 or e-mail [parity@ihsmarkit.com](mailto:parity@ihsmarkit.com) to become a customer and to obtain a list of the bidding rules and procedures. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost on the Series 2024 Bonds ("TIC"), when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the bidding will be compared to all other final bids submitted by others to determine the winning bidder or bidders.

Each bidder will be solely responsible for making the necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. i-Deal LLC will not have any duty or obligation to provide or assure such access to any bidder, and neither the Issuer nor i-Deal LLC will be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, Parity. The Issuer is authorizing the use of Parity as a communications mechanism to conduct the electronic bidding for the Series 2024 Bonds; the owners of such service are not agents of the Issuer. The Issuer is not bound by any advice and determination of i-Deal LLC to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the specifications set forth in this Official Notice of Sale, including under "TERMS OF BID AND BASIS OF AWARD" above. All costs and expenses incurred by bidders in connection with their registration and submission of bids via Parity are the sole responsibility of such bidders.



## GOOD FAITH DEPOSIT

If the Issuer selects a winning bid, then the successful bidder must submit a “Good Faith Deposit” (the “Deposit”) to the Issuer in the form of a wire transfer in the amount of \$ \_\_\_\_\_, representing approximately two percent (2%) of the estimated principal amount of the Series 2024 Bonds not later than 2:00 p.m., Eastern Time on the business day following the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Issuer to be applied as partial payment for the Series 2024 Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on Parity must submit the Good Faith Deposit to the Issuer by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Good Faith Deposit and the Series 2024 Bonds will not be awarded by or on behalf of the Issuer to such bidder until the Issuer has confirmed receipt of the Good Faith Deposit. Wiring instructions will be provided to the winning bidder.

## STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to the MSRB. The winning bidder will be required to pay the standard MSRB charge for the Series 2024 Bonds purchased. In addition, those who are members of Securities Industry and Financial Markets Association (“SIFMA”) will be required to pay SIFMA’s standard charge per bond. The winning bidder will also be required to execute certain closing documents required by Florida law or required by Bond Counsel (as defined below) in connection with the delivery of its tax opinion. See “Disclosure; Amendments to Notice of Sale; Notification Obligations of Purchaser” herein.

## CUSIP NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the Series 2024 Bonds, but neither the failure to print such number on any Series 2024 Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Series 2024 Bonds in accordance with their agreement to purchase the Series 2024 Bonds. All expenses in relation to the printing of CUSIP numbers on the Series 2024 Bonds shall be paid for by the Issuer; provided, however, that it shall be the responsibility of the successful bidder to timely obtain and pay for the assignment of such CUSIP numbers.

## DELIVERY OF THE SERIES 2024 BONDS

The Issuer will pay the cost of preparing the Series 2024 Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the Series 2024 Bonds will be via DTC Fast on or about \_\_\_\_\_, 2024 (the “Closing Date”) in New York, New York, or such other time and place mutually acceptable to the successful bidder and the

Issuer. Payment of the full purchase price, less the Deposit, shall be made to the Issuer not later than 12:00 P.M., Eastern Time on the Closing Date, in Federal Reserve Funds of the United States of America, without cost to the Issuer.

The legal opinion of Bryant Miller Olive P.A. ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the Series 2024 Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the Series 2024 Bonds.

There will also be furnished at the time of delivery of the Series 2024 Bonds, a certificate or certificates of the Issuer (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that, except as disclosed in the Official Statement, there is no litigation or administrative action or proceeding pending or, to the knowledge of the Issuer, threatened, at the time of delivery of the Series 2024 Bonds, (a) to restrain or enjoin or seeking to restrain or enjoin the issuance and delivery of the Series 2024 Bonds or (b) affecting the validity of the Series 2024 Bonds, and that the Preliminary Official Statement has been deemed by the Issuer to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (4).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the Series 2024 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

#### **DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER**

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the Preliminary Official Statement before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than 20 hours prior to the bid date and time by TM3 News Service ([www.TM3.com](http://www.TM3.com)). Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

Prior to delivery of the Series 2024 Bonds to the successful bidder, the successful bidder shall file with the Issuer a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread (including management fee, if any), and the amount of any fee, bonus or gratuity paid in connection with the Series 2024 Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the Issuer even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the Series 2024 Bonds by the Issuer to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the Issuer and Bond Counsel, a certificate verifying information as to the bona fide initial offering prices or yields of the Series 2024 Bonds to the public and sales of the Series 2024 Bonds appropriate for determination of the issue price of, and the yield on, the Series 2024 Bonds under the Internal Revenue Code of 1986, as amended, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the Issuer by executing a printed copy of its winning bid as reported on Parity.

The winning bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any “finder’s fee” pursuant to Section 218.386, Florida Statutes, prior to the award of the Series 2024 Bonds, as set forth in Exhibit A to this Official Notice of Sale.

#### **PRELIMINARY OFFICIAL STATEMENT; OFFICIAL STATEMENT**

The Issuer has authorized the distribution of the Preliminary Official Statement, which it deemed final (except for permitted omissions) for purposes of the Rule. The Preliminary Official Statement describes the Series 2024 Bonds and contains information with respect to the Issuer. The Preliminary Official Statement may be obtained electronically from [www.munios.com](http://www.munios.com) or from the Issuer and the Issuer’s financial advisor as provided herein.

**This Official Notice of Sale is not intended to be a disclosure document. All bidders must review the Preliminary Official Statement and will be required to certify that they have done so prior to participating in the bidding. In the event of any conflict between the statements contained in the Preliminary Official Statement and in this Official Notice of Sale, the statements contained in the Preliminary Official Statement shall prevail.**

The Issuer shall furnish at its expense within seven (7) business days after the Series 2024 Bonds have been awarded to the successful bidder, or at least five (5) business days before the Closing Date, whichever is earlier, up to 50 copies of the final Official Statement, which, in the judgment of the financial advisor to the Issuer will permit the successful bidder to comply with applicable SEC and MSRB rules. The successful bidder may arrange for additional copies of the final Official Statement at its expense.

#### **CONTINUING DISCLOSURE**

In the Bond Resolution, the Issuer has authorized the execution and delivery of a Continuing Disclosure Certificate, under which the Issuer commits to provide certain annual information and notices of certain enumerated events, as required by Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission. In order to assist bidders in complying with the Rule, the Issuer will undertake to provide, or cause to be provided, certain financial information and operating data and to provide notices of certain events, if material.

Such information will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System (EMMA). Notices of material events will be filed with the Municipal Securities Rulemaking Board through EMMA. The form of such Continuing Disclosure Certificate is described in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE."

### DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement "deemed final" (except for permitted omissions) by the Issuer in accordance with SEC Rule 15c2-12 must be obtained from the financial advisor to the Issuer, PFM Financial Advisors LLC, 300 S. Orange Avenue, Suite 760, Orlando, Florida 32801, (407) 406-5759 before a bid is submitted. The Issuer's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at [www.munios.com](http://www.munios.com).

### CHOICE OF LAW

Any litigation or claim arising out of any bid submitted (regardless of the means of submission) pursuant to this Official Notice of Bond Sale shall be governed by and construed in accordance with the laws of the State of Florida. The venue situs for any such action shall be the state courts of the Second Judicial Circuit in and for Leon County, Florida.

[Remainder of Page Intentionally Left Blank]

**NOTICE OF BIDDERS REGARDING  
PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**LEON COUNTY-CITY OF  
TALLAHASSEE BLUEPRINT  
INTERGOVERNMENTAL AGENCY**

By: */s/ Carolyn Cummings*  
Chairperson

**EXHIBIT A**  
**TRUTH-IN-BONDING STATEMENT**  
**AND DISCLOSURE**

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024 ("Series 2024 Bonds").

(NOTE: For information purposes only and not a part of the bid):

The Series 2024 Bonds are being issued for the purpose of (i) construction, improvement, and repairs to certain capital projects, including but not limited to, Northeast Gateway (Welaunee Boulevard), Northeast Connector (Bannerman Road), Airport Gateway, and (ii) paying costs of issuance of the Series 2024 Bonds. Unless earlier redeemed, the Series 2024 Bonds are expected to be repaid at the end of approximately \_\_\_ years. At a fixed interest rate of \_\_\_%, total interest paid over the life of the Series 2024 Bonds is \$\_\_\_\_\_ and issuance of the Series 2024 Bonds will result in a maximum of approximately \$\_\_\_\_\_ of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2024 Bonds.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the Bonds, except as provided below:

Bidder's Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## ISSUE PRICE CERTIFICATE

\$ \_\_\_\_\_ \*

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY  
SALES TAX REVENUE BONDS  
SERIES 2024

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [{"(SHORT NAME OF UNDERWRITER)"}] [(the "Representative")], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2024 Bonds").

**[Alternative 1 - Competitive Sale Rule applies]**

**1. [Reasonably Expected Initial Offering Price.]**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Series 2024 Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2024 Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Series 2024 Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Series 2024 Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Series 2024 Bonds.

**[Alternatives 2-4 are available choices if Alternative 1 does not apply] [Note that Alternative 3 [where two rules apply] involves portions of Sections 1, 2(a) and 2(b) and Alternative 4 involves portions of 2(a) and 2(b)]**

**[1. Sale of the Bonds. [Alternative 2 – All Maturities Use General Rule: As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least [10%] of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.] [Alternative 3 - Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least [10%] of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]**

\*Preliminary, subject to change.

2. *[Initial Offering Price of the [Series 2024 Bonds] [Hold-the-Offering-Price Maturities].*

(a) **[Alternative 4 — All Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Series 2024 Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024 Bonds is attached to this certificate as Schedule B.] **[Alternative 3 — Select Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) **[Alternative 4 — All Maturities use Hold-the-Offering-Price Rule:** As set forth in the Official Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] [the members of the Underwriting Group] [has] [have] agreed in writing that, (i) for each Maturity of the Series 2024 Bonds, [it] [they] would neither offer nor sell any of the Series 2024 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Series 2024 Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024 Bonds during the Holding Period.] **[Alternative 3 - Select Maturities Use Hold-the-Offering-Price Rule:** As set forth in the Official Notice of Bond Sale and bid award, [SHORT NAME OF UNDERWRITER] [the members of the Underwriting Group] [has] [have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it] [they] would neither offer nor sell any of the Series 2024 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024 Bonds during the Holding Period.]

[2.][3.] *Total Issue Price.* The total of the issue prices of all the Maturities is \$\_\_\_\_\_.

[3.][4.] *Defined Terms.*



[(a) *General Rule Maturities* means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER] [the Underwriters] [has] [have] sold at least [10%] of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency

(e) *Maturity* means the Series 2024 Bonds with the same credit and payment terms. The Series 2024 Bonds with different maturity dates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

The term “related party” for purposes of the Series 2024 Bonds generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) The *Sale Date* of the Series 2024 Bonds is \_\_\_\_\_, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER/REPRESENTATIVE]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Series 2024 Bonds, and by Bryant Miller Olive P.A. as Bond Counsel, in connection with rendering its opinion that the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue

Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2024 Bonds.

[UNDERWRITER/REPRESENTATIVE]

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

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**SCHEDULE A**

**[EXPECTED OFFERING PRICES]**

**[SALE PRICES]**

*(Attached)*

**SCHEDULE B**  
**[COPY OF UNDERWRITER'S BID]**  
*(Attached)*

[USE IF COMPETITIVE SALE RULE APPLIES]

\$ \_\_\_\_\_ \*

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY  
SALES TAX REVENUE BONDS, SERIES 2024

CERTIFICATE OF  
MUNICIPAL ADVISOR

The undersigned, on behalf of PFM Financial Advisors LLC (the "Municipal Advisor"), as the municipal advisor to Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "Issuer") in connection with the issuance of the above-captioned obligations (the "Series 2024 Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Series 2024 Bonds in a competitive bidding process in which bids were requested for the purchase of the Series 2024 Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Series 2024 Bonds.

(a) The Series 2024 Bonds were offered for sale at specified written terms more particularly described in the Official Notice of Sale, which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.

(b) The Official Notice of Sale was disseminated electronically through Parity/BiDCOMP Competitive Bidding System and a summary of the Official Notice of Bond Sale was published in The Bond Buyer® newspaper on \_\_\_\_\_, 2024. These methods of distribution of the Official Notice of Bond Sale are regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

(c) To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Series 2024 Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

(d) The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Copies of the bids received for the Series 2024 Bonds are attached to this certificate as Attachment 2.

(e) The winning bidder for the Series 2024 Bonds was [NAME OF UNDERWRITER] (the "Underwriter"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Official Notice of Bond Sale, as shown in the bid comparison

\* Preliminary, subject to change.

attached as Attachment 3 to this certificate. The Issuer awarded the Series 2024 Bonds to the Underwriter.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Series 2024 Bonds, and by Bryant Miller Olive P.A. in connection with rendering its opinion that the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2024 Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

PFM FINANCIAL ADVISORS LLC

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

Name:

Title:

Dated: \_\_\_\_\_, 2024

**ATTACHMENT 1**  
**OFFICIAL NOTICE OF SALE**

*(Attached)*

**ATTACHMENT 2**

**BIDS RECEIVED**

*(Attached)*



**ATTACHMENT 3**  
**BID COMPARISON**

*(Attached)*

**EXHIBIT "B"**

**PRELIMINARY OFFICIAL STATEMENT**

NGN Draft No.2 2/22/24  
1055.02

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2024**

**NEW ISSUE -BOOK ENTRY ONLY**

**RATINGS: See "Ratings" herein.**

*In the opinion of Bond Counsel, assuming compliance by the Agency with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Series 2024 Bonds will not be included in the gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax. See "TAX MATTERS" herein for a description of certain other tax consequences to holders of the Series 2024 Bonds.*

**\$136,000,000\***  
**LEON COUNTY - CITY OF TALLAHASSEE**  
**BLUEPRINT INTERGOVERNMENTAL AGENCY**  
**SALES TAX REVENUE BONDS,**  
**SERIES 2024**

**Dated: Date of Delivery**

**Due: October 1, as shown on inside cover**

Leon County – City of Tallahassee Blueprint Intergovernmental Agency (the "Agency"), an interlocal agency headquartered in Tallahassee, Florida, is issuing \$136,000,000\* in aggregate principal amount of its Leon County – City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds"). The Series 2024 Bonds are being issued for the purpose of providing funds to (1) finance certain capital improvements within Leon County, as more particularly described herein, and (2) pay the costs of issuance of the Series 2024 Bonds.

The Series 2024 Bonds are being issued by the Agency in the form of fully registered bonds in denominations of \$5,000 or integral multiples thereof. Interest on the Series 2024 Bonds will be payable semi-annually on April 1 and October 1 of each year, commencing October 1, 2024, until maturity. The principal of and interest on the Series 2024 Bonds will be paid by \_\_\_\_\_, \_\_\_\_\_, Florida, as Registrar and Paying Agent (the "Registrar" and "Paying Agent," respectively). Upon initial issuance, the Series 2024 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"), an automated depository for securities and clearinghouse for securities transactions. So long as DTC, or its nominee, is the registered owner of the Series 2024 Bonds, payment of the principal of and interest on the Series 2024 Bonds will be provided directly to DTC or its nominee, which is to remit such payments to the DTC Participants (as defined herein) which in turn are to remit such payments to Beneficial Owners (as defined herein) of the Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System" herein.

**Certain of the Series 2024 Bonds are subject to redemption prior to their stated maturities as set forth herein.**

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

The Series 2024 Bonds are being issued pursuant to Resolution No. 2020-06 of the Agency, adopted on December 10, 2020, as supplemented, and particularly as supplemented by Resolution No. 2024-01, adopted on February 29, 2024 (collectively, the "Bond Resolution"), and will be payable from and secured by a lien upon and pledge of the Sales Tax Revenues (as defined herein) and moneys on deposit in certain funds and accounts established under the Bond Resolution (but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account) and investment earnings thereon (the "Pledged Revenues") on a parity with the Agency's Outstanding Sales Tax Revenue Note, Series 2020, Outstanding Sales Tax Revenue Bonds, Series 2022, SIB Loan and, any Additional Bonds hereafter issued pursuant to the Bond Resolution.

**THE SERIES 2024 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AGENCY PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES. THE SERIES 2024 BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OR OBLIGATION OF THE AGENCY, THE CITY OF TALLAHASSEE, FLORIDA (THE "CITY") OR LEON COUNTY, FLORIDA (THE "COUNTY") WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES AS DESCRIBED HEREIN OR ON A PARITY WITH THE OTHER BONDS OUTSTANDING DESCRIBED HEREIN. NO OTHER REVENUES OF THE AGENCY ARE PLEDGED TO THE PAYMENT OF THE SERIES 2024 BONDS. THE FULL FAITH AND CREDIT OF THE AGENCY, THE CITY OR THE COUNTY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST ON THE SERIES 2024 BONDS. NO OWNER OF ANY OF THE SERIES 2024 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR THE COUNTY FOR THE PAYMENT THEREOF, AND THE SERIES 2024 BONDS SHALL NOT CONSTITUTE A LIEN UPON PROPERTY OWNED OR SITUATED WITHIN THE CORPORATE TERRITORY OF THE AGENCY, THE CITY OR THE COUNTY. THE AGENCY HAS NO TAXING POWER. NO REVENUES OF THE CITY OR THE COUNTY, OTHER THAN THE SALES TAX REVENUES DEPOSITED WITH THE AGENCY TO THE EXTENT DESCRIBED HEREIN, ARE AVAILABLE TO PAY THE SERIES 2024 BONDS.**

*The Series 2024 Bonds are being offered when, as and if issued and received by the Underwriter, subject to the unqualified approval of legality by Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel. Certain legal matters will be passed on for the Agency by Susan Dawson, Esq., Agency Legal Counsel, and by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel to the Agency. PFM Financial Advisors LLC, Orlando, Florida served as financial advisor to the Agency in connection with the issuance of the Series 2024 Bonds. It is expected that the Series 2024 Bonds in definitive form will be available for delivery in New York, New York, at the facilities of DTC on or about \_\_\_\_\_, 2024.*

**Electronic bids for the Series 2024 Bonds will be received through the Parity Electronic Bid Submission System as described in the Official Notice of Sale.**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_

\_\_\_\_\_  
\*Preliminary, subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,  
YIELDS AND INITIAL CUSIP NUMBERS**

**\$136,000,000\***  
**LEON COUNTY – CITY OF TALLAHASSEE**  
**BLUEPRINT INTERGOVERNMENTAL AGENCY**  
**SALES TAX REVENUE BONDS,**  
**SERIES 2024**

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Initial</u> <u>CUSIP No.†</u>
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\* Preliminary, subject to change.

† The Agency is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

**LEON COUNTY- CITY OF TALLAHASSEE BLUEPRINT  
INTERGOVERNMENTAL AGENCY**

315 S. Calhoun Street, Suite 450  
Tallahassee, Florida 32301

**BOARD OF DIRECTORS**

**Carolyn Cummings, Chairman**

**Diane Williams-Cox, Vice-Chairman**

Commissioner Christian Caban  
Mayor John Dailey  
Commissioner Nick Maddox  
Commissioner Jeremy Matlow  
Commissioner Rick Minor

Commissioner David O'Keefe  
Commissioner Jacqueline Porter  
Commissioner Bill Proctor  
Commissioner Curtis Richardson  
Commissioner Brian Welch

**STAFF**

Reese Goad, City Manager  
Vincent S. Long, County Administrator  
Artie White, Director of PLACE  
Autumn Calder, Blueprint Director  
Keith Bowers, Office of Economic Vitality Director  
Susan Dawson, Agency Legal Counsel  
Tres Long, Blueprint Finance Officer

**BOND COUNSEL**

**FINANCIAL ADVISOR**

Bryant Miller Olive P.A.  
Tallahassee, Florida

PFM Financial Advisors LLC  
Orlando, Florida

**DISCLOSURE COUNSEL**

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

No dealer, broker, salesman or other person has been authorized by the Agency to give any information or to make any representations in connection with the Series 2024 Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the Agency. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the Agency expressly makes no representation that such estimates, assumptions and opinions will be realized or fulfilled. Any information, estimates, assumptions and matters of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Agency since the date hereof.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2024 BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2024 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The information set forth herein has been obtained from the Agency, The Depository Trust Company, and other sources which are believed to be reliable. All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2024 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

**THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2024 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2024 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.**



CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT REFLECT NOT HISTORICAL FACTS BUT FORECASTS AND "FORWARD-LOOKING STATEMENTS." IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEVE" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

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- APPENDIX A -- General Information – Leon County and City of Tallahassee
- APPENDIX B -- Annual Comprehensive Financial Report of the Agency for the Fiscal Year Ending September 30, 2022
- APPENDIX C -- Copy of Bond Resolution
- APPENDIX D -- Form of Bond Counsel Opinion
- APPENDIX E -- Copy of Interlocal Agreement

## OFFICIAL STATEMENT

**\$136,000,000\***  
**LEON COUNTY -- CITY OF TALLAHASSEE**  
**BLUEPRINT INTERGOVERNMENTAL AGENCY**  
**SALES TAX REVENUE BONDS,**  
**SERIES 2024**

### INTRODUCTION

#### General

The purpose of this Official Statement of the Leon County – City of Tallahassee Blueprint Intergovernmental Agency (the "Agency"), including the cover page and appendices, is to provide information with respect to the Agency's \$136,000,000\* Sales Tax Revenue Bonds, Series 2024 (the "Series 2024 Bonds").

The Series 2024 Bonds are being issued pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes, and other applicable provisions of law (collectively, the "Act") and Resolution No. 2020-06 of the Agency, adopted on December 10, 2020, as supplemented, and particularly as supplemented by Resolution No. 2024-01, adopted February 29, 2024 (collectively, the "Bond Resolution"). A copy of the Bond Resolution is attached hereto as APPENDIX C.

For a complete description of the terms and conditions of the Series 2024 Bonds, reference is made to the Bond Resolution. The description of the Series 2024 Bonds and the documents authorizing and securing the same contained herein do not purport to be comprehensive or definitive. All references herein to such documents are qualified in their entirety by reference to such documents.

During the offering period, any documents of the Agency referred to herein may be obtained from PFM Financial Advisors LLC, the Agency's Financial Advisor, 200 South Orange Avenue, Suite 760, Orlando, Florida 32801, telephone number (407) 648-2208.

All terms used in this Official Statement in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution.

#### The Agency

The Agency was created on October 27, 2000 pursuant to an Interlocal Agreement between Leon County, Florida (the "County") and the City of Tallahassee, Florida, the only incorporated municipality in the County (the "City"), as amended and restated by the Amended and Restated Interlocal Agreement, dated as of February 1, 2003 and a Second Amended and Restated Interlocal Agreement, dated as of December 9, 2015 and Addendums thereto dated July 13, 2016 and May 9, 2017 (the "Interlocal Agreement"). The Agency is a joint venture between

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\*Preliminary, subject to change.

the City and the County to implement the Blueprint 2020 Projects (as described herein) in a timely and cost-effective manner, utilizing sound and innovative business practices, while keeping the citizenry informed and involved. The Agency's mission is to preserve, protect and enhance the community's quality of life through the implementation of holistic and coordinated planning, transportation, water quality, environmental and green space projects. See "THE AGENCY" herein. For information concerning the City and the County, see "APPENDIX A -- GENERAL INFORMATION - LEON COUNTY AND CITY OF TALLAHASSEE" herein.

### **The Series 2024 Bonds**

The Series 2024 Bonds are being issued in fully registered form in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be available to purchasers in denominations of \$5,000 and integral multiples thereof. Interest on the Series 2024 Bonds is payable on October 1, 2024 and on each April 1 and October 1 thereafter until maturity or redemption. Amounts due on the Series 2024 Bonds will be paid to Cede & Co., as nominee for DTC, as registered owner of the Series 2024 Bonds, to be subsequently disbursed to DTC Participants and thereafter to the Beneficial Owners of the Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System" herein. The Series 2024 Bonds are redeemable prior to their stated maturities as described herein.

### **Purpose of Issue**

The Series 2024 Bonds are being issued by the Agency to provide funds, which will be used to (1) finance certain capital projects, including but not limited to the Northeast Gateway, Welaunee Boulevard, Northeast Corridor, Bannerman Road, and Airport Gateway, or any other project listed within the Interlocal Agreement (the "Project"), and (2) pay the costs of issuance of the Series 2024 Bonds. See "THE PROJECT" herein.

### **Security for and Source of Repayment of the Series 2024 Bonds**

The principal of and the interest on the Series 2024 Bonds will be payable from and will be secured by a first lien upon and pledge of (i) the Sales Tax Revenues, as that term is defined herein and (ii) moneys on deposit in the funds and accounts established under the Bond Resolution and investment earnings thereon, but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account (collectively, the "Pledged Revenues"). See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 BONDS" herein. The pledge of and lien on the Pledged Revenues in favor of the Series 2024 Bonds is on a parity with the lien on and pledge of the Pledged Revenues in favor of the Agency's Sales Tax Revenue Note, Series 2020 (the "Series 2020 Note") and its Sales Tax Revenue Bonds, Series 2022 (the "Series 2022 Bonds"), and any Additional Bonds issued pursuant to the Bond Resolution. The Series 2024 Bonds, together with the Series 2020 Note and Series 2022 Bonds and any Additional Bonds issued pursuant to the terms of the Resolution, are referred to herein as the "Bonds." The Agency also entered into a State Infrastructure Bank Loan with the Florida Department of Transportation (the "SIB Loan") in the principal amount of \$25,500,000, in March 2022 to fund an extension of Welaunee Boulevard in Leon County, the security for which is a

pledge of and lien on the Pledged Revenues on a parity basis with the Bonds. See "SECURITY AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Source of Payment," herein.

THE SERIES 2024 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AGENCY PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES, AS HEREIN DESCRIBED. THE SERIES 2024 BONDS SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE AGENCY, THE CITY OR THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES AS DESCRIBED HEREIN, ON A PARITY WITH THE OTHER OUTSTANDING BONDS DESCRIBED HEREIN. NO OTHER REVENUES OF THE AGENCY ARE PLEDGED TO THE PAYMENT OF THE SERIES 2024 BONDS. THE FULL FAITH AND CREDIT OF THE AGENCY, THE CITY OR THE COUNTY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2024 BONDS. NO OWNER OF ANY OF THE SERIES 2024 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR THE COUNTY FOR THE PAYMENT THEREOF, AND THE SERIES 2024 BONDS SHALL NOT CONSTITUTE A LIEN UPON PROPERTY OWNED OR SITUATED WITHIN THE CORPORATE TERRITORY OF THE AGENCY, THE CITY OR THE COUNTY. THE AGENCY HAS NO TAXING POWER. NO REVENUES OF THE CITY OR THE COUNTY, OTHER THAN THE SALES TAX REVENUES DEPOSITED WITH THE AGENCY TO THE EXTENT DESCRIBED HEREIN, ARE AVAILABLE TO PAY THE SERIES 2024 BONDS.

## **THE AGENCY**

### **General**

The purpose of the Agency is to provide the project management structure for the planning, financing, design, land acquisition and construction of the Blueprint 2020 Projects, described below, as a joint effort of the City and the County. Pursuant to the Interlocal Agreement, the City and the County established the Agency as a joint powers agency pursuant to Part I of Chapter 163, Florida Statutes, to receive 78% of the proceeds of the Infrastructure Sales Tax (defined herein) received by the City and the County (as more particularly defined in the Bond Resolution, the "Sales Tax Revenues") to finance, plan and construct the Blueprint 2020 Projects.

### **The Blueprint 2020 Projects**

The Interlocal Agreement provides that the Sales Tax Revenues must be used to finance or pay the costs of certain specified capital projects, except as modified pursuant to the terms of the Interlocal Agreement (collectively, the "Blueprint 2020 Projects"), and establishes priorities with respect thereto. See "APPENDIX E -- COPY OF INTERLOCAL AGREEMENT – Exhibit II."

## Operation and Management

Board of Directors. The respective members of the Board of County Commissioners of the County (the "County Commissioners") and the Mayor and the City Commission of the City (the "City Commissioners") constitute the Board of Directors of the Agency (the "Board"). Pursuant to the By-Laws of the Agency, the seven County Commissioners have a weighted vote of five votes each and the five City Commissioners have a weighted vote of seven votes each. The By-Laws provide that the membership of elected officials as voting members of the Agency must coincide with their respective elected terms.

Pursuant to the Interlocal Agreement, the responsibilities of the Agency's Board include the following:

- Establish policies and adopt Bylaws necessary to accomplish the purposes of the Interlocal Agreement;
- Meet at least annually to consider an annual work plan and past year's performance report;
- Approve the annual operating budget and capital improvement program of the Agency and plans for financing such capital improvement program from the Sales Tax Revenues;
- Convene as needed to consider major program changes, contracts, change orders and purchase orders which exceed the authority of the Intergovernmental Management Committee (referred to below);
- Adopt bond resolutions for purposes of financing the Blueprint 2020 Projects.

The officers of the Agency include a Chairperson, Vice Chairperson and Clerk. Currently, Carolyn Cummings is serving as Chairperson, Diane Williams-Cox is serving as Vice Chairperson, and James O. Cooke, IV, is serving as Clerk to the Agency.

Intergovernmental Management Committee. The Interlocal Agreement establishes an Intergovernmental Management Committee consisting of the County Administrator and the City Manager.

Vince Long is the County Administrator for Leon County, Florida, and he has worked for the County since 1995. As the County Administrator, he is appointed by, and serves at the pleasure of, the Leon County Board of County Commissioners. Mr. Long has a Master's Degree in Public Administration from the Askew School of Public Administration and Policy at Florida State University where he has served on the adjunct faculty teaching graduate courses in local government for over a decade. He has also served for many years on the faculty of the Florida Association of Counties' County Commissioner Certification Program. Mr. Long is also a graduate of the Harvard University, JFK School of Government Institute for Senior Executives in State and Local Government and has earned the recognition of "Credentialed Manager" by the International City/County Managers Association.

Reese Goad is the City Manager of the City of Tallahassee, Florida, appointed in September 2018. Previously he served as the Deputy City Manager of Citizens Services, and he has worked in municipal government and the utility industry for more than 20 years on issues involving electric, gas, water, and other municipal services. He holds a Bachelor of Science in Finance from Florida State University. As City Manager, he reports directly to the City Commission. He is responsible for maintaining the management functions of city government and administering its day-to-day operations, and provides oversight of the City Commission meeting agenda process, working closely with the City Commission to establish long term strategic plans and short term targets to guide the operation of city government. He is responsible for a total staff of approximately 2,800 employees and an annual budget of \$1 billion, which includes both the operating and capital budgets. Before becoming Deputy City Manager in 2016, he served as the City's Director of Utility Business and Customer Service, where he was the functional owner for the Customer Information System, which is used to bill for approximately \$450 million in annual revenue, and helped implement a low-income customer assistance program. Under his leadership, City of Tallahassee Utilities was recognized as the No.1 Public Utility in America by the American Public Power Association in 2012, and the City's Underground Utilities Department won the prestigious Governor's Sterling Award in 2015. Prior to coming to work for the City of Tallahassee in 2000, Mr. Goad worked for the Florida Public Service Commission as an analyst for both the Bureau of Conservation and System Planning and the Bureau of Electric Regulation.

The responsibilities of the Intergovernmental Management Committee include:

- Managing the operations of the program;
- Implementing an annual financial audit and an annual performance audit;
- Recommending an operating budget;
- Recommending long and short term work plans;
- Recommending issuance of RFP's;
- Approving all purchasing, contracts and change orders in accordance with the Agency's procurement policy.

Agency Staff. The City and the County entered into an Interlocal Agreement on August 11, 2011 to create the position of Director of Planning, Land Management and Community Enhancement (the "Director of PLACE"). The Director of PLACE is a joint position of the Agency and the Tallahassee - Leon County Planning Department, who is responsible for overseeing the operations of both agencies as Staff Director and Planning Director, respectively. The Tallahassee-Leon County Planning Department is a separate joint interlocal agency created by the County and the City to supervise all planning functions within the City and the County. The Director of PLACE reports to the County Administrator and the City Manager and may be terminated by either. The costs of the Director of PLACE are equally shared by the Agency and Tallahassee-Leon County Planning Department. The Director of PLACE directs and supervises the Agency.



The management of the Agency includes the Blueprint Director, and the Agency Planning Manager, Design and Construction Manager, Office of Economic Vitality Director, Attorney and Assistant Attorney, Right-of-Way Manager, Administrative Supervisor and Public Information Officer.

Blueprint Technical Coordinating Committee, Citizen's Advisory Committee and Finance Committee. Pursuant to the Interlocal Agreement, there was created a Blueprint Technical Coordinating Committee made up of City and County staff who are responsible for coordinating Blueprint 2020 Projects with other governments, including the City and the County, and to review the Blueprint Project scope and implementation plans. A Citizen's Advisory Committee was also established to review work plans, financial audits and performance audits and to make recommendations to the Agency. A Finance Committee, consisting of the City Treasurer-Clerk and the Director of Financial Services from the City, and the Clerk of the Circuit Court and the Director of the Office of Management and Budget from the County, was also established to provide guidance and expertise on funding issues related to the implementation of Blueprint 2020 Projects.

### **Term of Interlocal Agreement**

The term of the Interlocal Agreement must continue, and must not expire until prior to such time as all of the Bonds are fully paid or provisions must be made for the payment of all of the Bonds as provided in the Bond Resolution and subsequent supplemental resolutions pertaining to the sale of the Bonds and all other contractual obligations of the Agency shall be satisfied, released or adequately provided for.

For additional information concerning the Agency, see "APPENDIX E -- COPY OF INTERLOCAL AGREEMENT."

### **CAPITAL IMPROVEMENT PLAN**

The Agency developed a long-term capital improvement plan, primarily using proceeds from the Sales Tax Revenues, to fund the planning, land acquisition and construction of the Blueprint 2020 Projects (the "Capital Plan"). The Agency has projects currently under construction that are expected to cost \$174.7 million and expects an additional \$758 million of projects in Fiscal Year 2024. Funding for the Capital Plan anticipates other supplemental revenues such as grants, interest income and low interest loans. No other funds received by the Agency, except for Pledged Revenues, are pledged to the payment of the Bonds.

### **THE PROJECT**

The Project consists of the following, together with such other or replacement projects as may be established by the Agency Board or otherwise approved within the Interlocal Agreement.

Northeast Gateway [Insert project description]

Welaunee Boulevard [Insert project description]

Northeast Corridor [Insert project description]

Bannerman Road [Insert project description]

Airport Gateway [Insert project description]

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**ESTIMATED SOURCES AND USES OF FUNDS**

SOURCES:

Principal Amount of the Series 2024 Bonds  
[Plus][Less] Original Issue [Premium][Discount]

\_\_\_\_\_

TOTAL SOURCES

USES:

Deposit to Construction Fund  
Deposit to Costs of Issuance Fund<sup>(1)</sup>

\_\_\_\_\_

TOTAL USES

<sup>(1)</sup> Includes rating agencies' fees, Underwriter's Discount, legal fees and other costs of issuance.

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**COMBINED DEBT SERVICE SCHEDULE**

Fiscal Year Ending October 1,	<u>Series 2024 Bonds</u>			Series 2020 Note	Series 2022 Bonds	SIB Loan	Total Debt Service
	Principal	Interest	Total Debt Service				

TOTAL

**DESCRIPTION OF THE SERIES 2024 BONDS**

**General**

The Series 2024 Bonds shall be issued in such principal amounts as provided on the inside cover page hereof, will be dated their date of delivery, and are issuable in fully registered form, in denominations of \$5,000 and integral multiples thereof. The Series 2024 Bonds will bear interest at the rates per annum set forth on the inside cover page of this Official Statement, payable semi-annually on April 1 and October 1 of each year (each an "Interest Payment Date"), commencing October 1, 2024, and mature on October 1 in the years and principal amounts set forth on the inside cover page of this Official Statement. Payment of interest on the Series 2024 Bonds shall be made by check or draft mailed to the persons in whose names such Series 2024 Bonds are registered at such persons' addresses on the registration books maintained by \_\_\_\_\_, \_\_\_\_\_, Florida, as Registrar and Paying Agent (the "Registrar" and the "Paying Agent," respectively), on behalf of the Agency at the close of business on the fifteenth day of the calendar month (whether or not a business day) next preceding each Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of such Series 2024 Bonds subsequent to the Record Date and prior to such Interest Payment Date, unless the Agency shall default in payment of interest due on such Interest Payment Date. In the event interest payable on the Series 2024 Bonds is not punctually paid or duly provided for by the Agency on such Interest Payment Date, payment of each installment of such defaulted interest shall be made to the person in whose name the Series 2024 Bonds shall be registered at the close of business on a special record date for the payment of such defaulted

interest as established by notice to such Holder, not less than ten (10) days preceding such special record date.

Payment of the principal of and interest due at maturity on the Series 2024 Bonds shall be made as the same shall become due and payable upon the presentation and surrender of such Series 2024 Bonds at the offices of the Registrar and Paying Agent.

If the date for payment of the principal of or interest on the Series 2024 Bonds shall be a day other than a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The Series 2024 Bonds shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code and Investment Securities Law of the State of Florida. Each Holder, in accepting any of the Series 2024 Bonds, shall be conclusively deemed to have agreed that the Series 2024 Bonds shall be and shall have all of the qualities and incidents of negotiable instruments.

### **Book-Entry Only System**

*The information provided immediately below concerning DTC and the Book-Entry Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters, the Agency or the Paying Agent.*

Unless the book-entry system described herein is terminated, DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One or more fully-registered bond certificates will be issued for the Series 2024 Bonds, and will be deposited with the Paying Agent on behalf of DTC. Individual purchases of beneficial interests in the Series 2024 Bonds will be made in increments of \$5,000 or integral multiples thereof.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing

Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P Global Inc. rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). The contents of such website do not constitute a part of this Official Statement.

Purchases. Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2024 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

NEITHER THE AGENCY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE AGENCY CANNOT PROVIDE ANY ASSURANCE THAT DTC, DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2024 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR ANY NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Payments. Payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the relevant payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuance of Book-Entry-Only System. DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Agency or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificated Series 2024 Bonds are required to be printed and delivered to the holders of record.

The Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository) with respect to the Series 2024 Bonds. Under current industry practices, however, DTC would notify its Direct or Indirect Participants of the Agency's decision but will only withdraw beneficial interests from a Series 2024 Bond at the

request of any Direct or Indirect Participant. In that event, certificates for the Series 2024 Bonds will be printed and delivered.

### **No Assurance Regarding DTC Practices**

The foregoing information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Agency believes to be reliable, but the Agency, the Underwriters and the Paying Agent take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered owner of the Series 2024 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2024 Bonds will mean Cede & Co. and will not mean the Beneficial Owners of the Series 2024 Bonds.

None of the Agency, the Paying Agent or the Underwriters will have any responsibility or obligation to the Participants, DTC or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or by any Direct or Indirect Participant of DTC, (ii) payments or the providing of notice to the Direct Participants, the Indirect Participants or the Beneficial Owners, (iii) the selection by DTC or by any Direct or Indirect Participant of any Beneficial Owner to receive payment in the event of a partial redemption of the Series 2024 Bonds or (iv) any other action taken by DTC or its partnership nominee as owner of the Series 2024 Bonds.

### **Registration, Transfer and Exchange**

The Series 2024 Bonds will be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Laws of the State of Florida, subject to the DTC Book-Entry Only System and to the provisions for registration, exchange and transfer contained in the Resolution and in the Series 2024 Bonds. The Series 2024 Bonds will be transferable only upon the registration books maintained for such purpose at the corporate trust office of the Registrar. So long as any of the Series 2024 Bonds remain outstanding, the Registrar must maintain and keep books for the registration of the Series 2024 Bonds.

All Series 2024 Bonds presented for transfer, exchange, or payment (if so required by the Agency or the Registrar) must be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Agency or the Registrar, duly executed by the Holder or by his or her duly authorized attorney.

The Registrar or the Agency may require payment from the Holder or transferee of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection with any exchange or transfer of the Series 2024 Bonds. Such charges and expenses shall be paid before any new Series 2024 Bonds shall be delivered.

The Registrar is not required to issue, transfer or exchange any Series 2024 Bonds between the Record Date and the related Interest Payment Date on such Series 2024 Bonds or, in the case of any proposed redemption of Bonds, after any such Series 2024 Bonds or any portion thereof has been selected for redemption.



New Series 2024 Bonds delivered upon any transfer or exchange will be valid obligations of the Agency, evidencing the same debt as the Series 2024 Bonds surrendered, will be secured by the Resolution, and will be entitled to all of the security and benefits of the Resolution to the same extent as the Series 2024 Bonds surrendered.

The Agency and the Registrar may treat the Holder of any Series 2024 Bond as the absolute owner thereof for all purposes, whether or not such Series 2024 Bond is overdue, and will not be bound by any notice to the contrary.

## **Redemption**

Optional Redemption. [The Series 2024 Bonds maturing on or prior to October 1, 20\_\_ are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on and after October 1, 20\_\_ are subject to redemption prior to maturity on October 1, 20\_\_, or on any date thereafter, at the option of the Agency, as a whole or in part at any time (by lot if less than all of a maturity) at the redemption price of 100% of the principal amount thereof, without premium, (plus accrued interest to the redemption date on the principal amount, if any).]

Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Agency by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the Redemption Price,
- (3) if less than all outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,
- (4) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

Prior to any redemption date, the Agency shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of and accrued interest on all Bonds or portions of Bonds which are to be redeemed on that date. However, such moneys do not have to be on deposit prior to the mailing of the notice of redemption and any notice of redemption may contain a statement that the redemption of the Bonds on the date set for redemption is conditioned upon the occurrence of certain events to occur after the mailing of the notice but on or prior to the date set for redemption including, without limitation, the issuance of refunding obligations.

### **Defeasance**

If the Agency shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of the Pledged Revenues and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Agency to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Agency all money or securities held by them pursuant to the Bond Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this provision if (a) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (b) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Agency either moneys in an amount which shall be sufficient, or Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (c) there shall be available a copy of the Accountant's report verifying the sufficiency of moneys or Securities and investment earnings thereon, to make such payment when due. Neither the Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption thereof; provided, however, the Agency may substitute new Securities and moneys for the deposited Securities and moneys if the new Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on such Bonds.

## SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 BONDS

### Authority

The Series 2024 Bonds are being issued under the authority of and in full compliance with the Constitution of the State of Florida and laws of the State of Florida, particularly Chapters 125 and 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes, other applicable provisions of law, and the Bond Resolution.

### Source of Payment

The payment of principal and interest on the Series 2024 Bonds will be secured equally and ratably with the Series 2020 Note and any other Bonds hereafter issued by the Agency by a first lien upon and pledge of the Pledged Revenues. The Agency also entered into in March 2022 the SIB Loan with the Florida Department of Transportation in the principal amount of \$25,500,000, the security for which is a lien on the Sales Tax Revenues on a parity with the Series 2024 Bonds, Series 2020 Note, Series 2022 Bonds, and any other Bonds issued under the Bond Resolution. See, also, "THE INFRASTRUCTURE SALES TAX" herein. The Series 2020 Note and Series 2022 Bonds represent the only "Bonds" currently outstanding under the Bond Resolution other than the Series 2024 Bonds.

"Pledged Revenues" is defined in the Bond Resolution to mean (i) Sales Tax Revenues, and (ii) moneys on deposit in the funds and accounts established under the Bond Resolution and investment earnings thereon, but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account. "Sales Tax Revenues" is defined in the Bond Resolution to mean those 78% of the one percent (1%) local government infrastructure surtax revenues authorized pursuant to Section 212.055(2), Florida Statutes, levied and extended pursuant to Ordinance No. 2014-07 of the County and distributed to the Agency pursuant to the Interlocal Agreement. Such term shall include for all purposes of the Bond Resolution proceeds of the portion of the communication services tax levied in the County pursuant to Section 202.19(5), Florida Statutes, as a replacement of, and to be used for the same purposes as, the portion of the infrastructure sales surtax previously levied on communications services.

THE SERIES 2024 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AGENCY PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES, AS HEREIN DESCRIBED. THE SERIES 2024 BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OR OBLIGATION OF THE AGENCY, THE CITY OR THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES AS DESCRIBED HEREIN ON A PARITY WITH THE OTHER OUTSTANDING BONDS ISSUED AS DESCRIBED HEREIN. NO OTHER REVENUES OF THE AGENCY ARE PLEDGED TO THE PAYMENT OF THE SERIES 2024 BONDS. THE FULL FAITH AND CREDIT OF THE AGENCY, THE CITY OR THE COUNTY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST ON THE SERIES 2024 BONDS. NO OWNER OF ANY OF THE SERIES 2024 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF

THE CITY OR THE COUNTY FOR THE PAYMENT THEREOF, AND THE SERIES 2024 BONDS SHALL NOT CONSTITUTE A LIEN UPON PROPERTY OWNED OR SITUATED WITHIN THE CORPORATE TERRITORY OF THE AGENCY, THE CITY OR THE COUNTY. THE AGENCY HAS NO TAXING POWER. NO REVENUES OF THE CITY OR THE COUNTY, OTHER THAN THE SALES TAX REVENUES DEPOSITED WITH THE AGENCY TO THE EXTENT DESCRIBED HEREIN, ARE AVAILABLE TO PAY THE SERIES 2024 BONDS.

### **Establishment of Funds and Accounts**

There are created under the Bond Resolution the following funds and accounts:

- the Construction Fund
- the Revenue Fund
- the Debt Service Fund, and the Interest Account, the Principal Account and the Bond Amortization Account therein
- the Reserve Fund
- the Subordinated Indebtedness Fund
- the Costs of Issuance Account
- the Rebate Fund.

The Bond Resolution provides that moneys on deposit in the Construction Fund shall only be used for the payment of costs of the Blueprint 2020 Projects. Separate accounts in the Construction Fund may be established by the Agency for each Series of Bonds the proceeds of which are to be deposited in whole or in part in such subaccount in the Construction Fund. Moneys in each account in the Construction Fund shall be held in trust and subject to a lien and charge in favor of the Bondholders of such Series of Bonds for which such account was established for the security of such Bondholders. Proceeds of insurance against physical loss of or damage to a project shall, and moneys received for or in connection with a project may at the option of the Agency, be deposited in the appropriate account in the Construction Fund.

Proceeds of the Series 2024 Bonds to be applied to pay the costs of issuance of the Series 2024 Bonds are to be deposited in the Costs of Issuance Account and so applied by the Agency.

### **Flow of Funds**

The Agency shall deposit all Sales Tax Revenues into the Revenue Fund, promptly upon the receipt thereof. On or before the 27th day of each month, the moneys in the Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

FIRST - Debt Service Fund. The Agency shall deposit into or credit to the Debt Service Fund from moneys in the Revenue Fund amounts sufficient to make all of the following deposits. The moneys on deposit in the Debt Service Fund shall be applied in the manner provided in the Bond Resolution solely for the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds and shall not be available for any other purpose. The moneys transferred from the Revenue Fund to the Debt Service Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Interest Account. The Agency shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on all Outstanding Bonds accrued and unpaid and to accrue to the end of the then current calendar month (assuming that a year consists of 12 equal calendar months of 30 days each). Moneys in the Interest Account shall be applied by the Agency to pay interest on the Bonds as and when the same shall become due, whether by redemption or otherwise, and for no other purpose. The Agency shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest coming due on the Bonds on such Interest Date.

(2) Principal Account. Next, the Agency shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal (a) the principal amount of all Outstanding Bonds other than Term Bonds due and unpaid, (b) that portion of the principal amount of the Bonds other than Term Bonds next due which would have accrued on such Bonds next due during the then current calendar month if such principal amount thereof were deemed to accrue monthly (assuming that a year consists of 12 equal calendar months of 30 days each) in equal installments from a date one year preceding the due date of such Bonds next due and (c) the portion of the principal amount of the Bonds other than Term Bonds next due which shall have accrued on such basis in prior months. Not later than the month immediately preceding any principal payment date, the Agency shall adjust the amount of the deposit into the Principal Account so as to provide sufficient moneys in the Principal Account to pay the principal on the Bonds other than Term Bonds becoming due on such principal payment date. Moneys in the Principal Account shall be applied by the Agency to pay the principal of the Bonds other than Term Bonds as and when the same shall become due, whether at maturity or otherwise, and for no other purpose.

(3) Bond Amortization Account. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account. Commencing in the month which is one year prior to the due date of each Amortization Installment, the Agency shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account held for the credit of such Amortization Installment and all Outstanding Term Bonds due and unpaid, shall equal (a) the principal amount of all such Outstanding Term Bonds due and unpaid, (b) that portion of such Amortization Installment which would have accrued during the then current calendar month if such Amortization Installment were deemed to accrue monthly (assuming that a year consists of 12 equal calendar months of 30 days each) in equal amounts from a date one year preceding such due date and (c) the portion of such Amortization Installment

which shall have accrued on such basis in prior months. The Agency shall adjust the amount of the deposit into the Bond Amortization Account not later than the month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay such Amortization Installment on such date. Moneys in the Bond Amortization Account shall be applied by the Agency to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment may be applied by the Agency, on or prior to the 60th day preceding the due date of such Amortization Installment (i) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, at a price not greater than the Redemption Price at which such Term Bonds may be redeemed on the first date thereafter on which such Term Bonds shall be subject to redemption, or (ii) to the redemption at the applicable Redemption Price of such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such account. As soon as practicable after the 60th day preceding the due date of any such Amortization Installment, the Agency shall proceed to call for redemption on such due date, by causing notice to be given as provided in the Bond Resolution, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Agency shall pay out of the Bond Amortization Account and the Interest Account to the respective Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

**SECOND - Reserve Fund.** The Agency shall deposit into or credit to each subaccount of the Reserve Fund such sum, if any, as will be necessary to immediately restore the funds on deposit therein to an amount equal to the Reserve Fund Requirement therefor including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein or the cash replacement thereof. In the event the amounts available for such purpose shall be insufficient to make all payments required by the preceding sentence, the available amount shall be prorated among the various subaccounts in the Reserve Fund in the same proportion that the Reserve Fund Requirement for each subaccount bears to the total Reserve Fund Requirement for all such subaccounts. On or prior to each principal and interest payment date for the Bonds, moneys in each subaccount of the Reserve Fund shall be applied by the Agency to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds, which such subaccount relates to, to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose. Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Fund Requirement or as a result of a deposit therein of a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit, such surplus moneys shall be deposited by the Agency into the Principal

Account, or such other appropriate fund or account of the Agency or used to pay or provide for necessary rebate through the Rebate Fund or to pay the premium on the Reserve Fund Insurance Policy, provided such deposit to such other fund or account shall not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Whenever moneys on deposit in a subaccount of the Reserve Fund, together with the other available amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds (including principal and interest thereon) of the Series secured by such subaccount in accordance with their terms, the funds on deposit in such subaccount of the Reserve Fund shall be applied to the payment of such Bonds.

Notwithstanding the foregoing provisions, in lieu of the required deposits into a subaccount of the Reserve Fund, the Agency may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums, if any, remaining on deposit in such subaccount of the Reserve Fund after the deposit of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to the Bond Resolution and available for such purpose.

Notwithstanding the foregoing, the Bond Resolution permits the Agency to issue Bonds that are not secured by the Reserve Fund. **The Series 2024 Bonds are not secured by any amounts on deposit in the Reserve Fund.**

THIRD - Subordinated Indebtedness Fund. Next, the Agency shall deposit into or credit to the Subordinated Indebtedness Fund such sums as are necessary to pay principal of, premium, if any, and interest on any Subordinated Debt as the same become due, and such amounts shall be so applied by the Agency. See "SUBORDINATED INDEBTEDNESS" herein.

FOURTH - Surplus Moneys. The balance of any moneys remaining in the Revenue Fund after the payments and deposits required above may be used by the Agency for any lawful purpose.

For a more detailed discussion of the flow of funds, see "APPENDIX C -- COPY OF BOND RESOLUTION."

## **Investments**

Moneys held in the funds, accounts and subaccounts established under the Bond Resolution may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. All investments shall be valued at fair market value.

## **Additional Bonds**

In addition to the Series 2024 Bonds, the Series 2022 Bonds and the Series 2020 Note, the Bond Resolution provides for the issuance of Additional Bonds to finance the Cost of Projects or the completion thereof or the refunding of any Outstanding Bonds or any Subordinated Indebtedness of the Agency or for any other purpose permitted by law. Prior to the issuance of such Additional Bonds, the following conditions must be complied with:

(A) The Agency must certify that it is current in all deposits into the various funds and accounts established by the Bond Resolution and all payments theretofore required to have been deposited or made by it under the provisions of the Bond Resolution and that it has complied with the covenants and agreements of the Bond Resolution.

(B) There must have been obtained and filed with the Agency a certificate of the Director of PLACE: (i) stating that the books and records of the Agency relating to the collection and receipt of Sales Tax Revenues have been reviewed by him or her; (ii) setting forth the amount of Sales Tax Revenues which have been received by the Agency during any 12 consecutive months selected by the Agency of the 24 months immediately preceding the issuance of such Additional Bonds; and (iii) stating that such Sales Tax Revenues equal at least 1.25 times the Maximum Debt Service Requirement for all Outstanding Bonds and such Additional Bonds then proposed to be issued.

(C) In computing Maximum Debt Service Requirement for purposes of this calculation, the interest rate on outstanding Variable Rate Bonds, and on additional parity Variable Rate Bonds then proposed to be issued, must be calculated as provided in the definition of "Debt Service Requirement" in the Bond Resolution.

(D) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of clauses (A) and (B) above will not apply, provided that the issuance of such Additional Bonds will not result in an increase in the aggregate amount of principal of and interest on the Outstanding Bonds becoming due in the current Fiscal Year or any subsequent Fiscal Years. The conditions of clause (B) above will apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this clause (D).

(E) In addition to all of the other requirements, the Agency must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Agency to issue Additional Bonds.

(F) Additional Bonds issued pursuant to these provisions will mature at least three months prior to expiration of the Sales Tax Revenues or six months prior to the final collection of the Sales Tax Revenues.

The Agency may issue notes in anticipation of the issuance of Bonds which must have such terms and details and be secured in such manner, not inconsistent with the Bond Resolution, as must be provided by resolution of the Agency.



## **SUBORDINATED INDEBTEDNESS**

The Agency may issue indebtedness that are not Additional Bonds and that are payable in whole or in part out of the Pledged Revenues and which may be secured by a pledge of the Pledged Revenues; provided, however, that such pledge must be, and must be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by the Bond Resolution. The Agency will have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to the Bond Resolution. The Agency has agreed to pay promptly any Subordinated Indebtedness as the same shall become due.

## **THE INFRASTRUCTURE SALES TAX**

Chapter 212, Part I, Florida Statutes, imposes a 6% sales tax (the "Sales Tax") on the sales price of retail sales of tangible personal property sold in the State of Florida (the "State") subject to certain exceptions and exemptions and certain dealer allowances. A similar tax is imposed on the price of tangible personal property when the property is not sold, but is used, or stocked for use, in the State and on the price of certain services, rentals and admissions in the State. The largest single source of tax receipts in the State is the sales and use tax.

Section 212.055(2), Florida Statutes, authorizes counties to impose a discretionary sales surtax of an additional 0.5% or 1% on the sales, uses, services and admissions in such counties subject to the State tax imposed thereon (the "Infrastructure Sales Tax"). However, counties may not impose the surtax on the portion of any sales amount which exceeds \$5,000 on any item of tangible personal property. The Infrastructure Sales Tax is levied on "communications services" pursuant to the rate set in the CST Law (as defined below). The levy of the Infrastructure Sales Tax must be pursuant to an ordinance of the county's governing board and must be approved by a referendum of the electors of the county.

Pursuant to Section 212.055(2)(d)1, Florida Statutes, the proceeds of any discretionary sales surtax and any interest accrued thereon may be expended, among other things, to finance, plan and construct infrastructure and to acquire land for public recreation or conservation or protection of natural resources. Neither the proceeds nor any interest accrued thereto may be used for operational expenses of any infrastructure. "Infrastructure" is defined by Section 212.055(2)(d)1, Florida Statutes, to include, among other things, any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of 5 or more years and any land acquisition, land improvement, design and engineering costs related thereto.

The Florida Department of Revenue ("FDOR") has the responsibility to administer, collect and enforce all surtaxes, including the Infrastructure Sales Tax. The proceeds of each local government's discretionary sales surtax collections are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is established for each local government imposing such a surtax. FDOR is authorized to deduct 3% of the total revenue generated for all counties levying a surtax for administrative costs. FDOR does not currently deduct any administrative expenses. Pursuant to Section 212.15, Florida Statutes, vendors generally are required to remit sales tax receipts by the twentieth day of the month immediately

following the month of collection. (Vendors who collect taxes aggregating less than \$1,000 for four calendar quarters are permitted to remit tax receipts less frequently.) No statute prescribes a deadline for remitting surtax proceeds to the local governing bodies. However, FDOR has consistently remitted surtax proceeds to local governing bodies by the end of the month immediately following receipt by FDOR.

The Infrastructure Sales Tax is to be distributed among a county and the municipalities representing a majority of the county's municipal population, and school districts with the consent of the governing body of such county, pursuant to a statutory formula based upon population, unless the county and such municipalities enter into an interlocal agreement providing for a different distribution. Pursuant to Section 212.055(2)(e), Florida Statutes, school districts, counties and municipalities receiving discretionary sales surtax proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law. Counties and municipalities may join together for the issuance of bonds authorized pursuant to Section 212.055(2)(e), Florida Statutes.

Pursuant to County Ordinance 89-14, on September 19, 1989, the voters of the County approved the levying and imposition, throughout the County, of an additional tax of 1% on all transactions occurring in the County for a period of 15 years. Pursuant to County Ordinance No. 0035, on November 7, 2000, the extension of the Infrastructure Sales Tax through December 31, 2019 was approved by a majority of the voters of the County. Pursuant to County Ordinance No. 2014-07, on November 4, 2014, the extension of the Infrastructure Sales Tax through December 31, 2039 was approved by a majority of the voters of the County. Pursuant to the Interlocal Agreement, the Agency began receiving Sales Tax Revenues effective December 1, 2004. The County and the City, pursuant to the Interlocal Agreement, have irrevocably pledged and assigned 78% of the proceeds of the Infrastructure Sales Tax received by the County and the City (the "Sales Tax Revenues") to the Agency to secure the Bonds and pay the costs of the Blueprint 2020 Projects.

### **Communications Services Tax**

Effective October 1, 2001, the structure for the imposition of taxes on telecommunications and other communications services was completely revamped by Chapter 202, Florida Statute (the "CST Law"). The CST Law rescinded or modified various taxes imposed upon certain telephone and other telecommunications and communications services (including the Infrastructure Sales Tax on certain long distance services) and replaced the revenues from such taxes with revenues with a new state tax and a local option tax imposed on communications services (the "Communications Services Tax"). "Communications services" under the CST Law includes the transmission of voice, data, audio, video or any other information or signals, including cable services, by or through any medium or method currently in existence or in the future devised regardless of the protocol used for such transmission or conveyance.

The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as

voice-over-Internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added.

Communication services does not include "information services" (as defined in the CST Law to include electronic publishing, webhosting services and end-user 900 number services, among other things), the installation or maintenance of wiring or equipment on a customer's premises, the sale or rental of tangible personal property, the sale of advertising, bad check and late payment charges, billing and collection services and internet access service, electronic mail service and related on-line services. Exempted from the Communications Services Tax are certain sales of communications services to the federal government, or any instrumentality or agency thereof, the state or any county, municipality or political subdivision of the state, and religious institutions, educational organizations and certain other charitable organizations.

The Communications Services Tax imposed by the CST Law as a replacement for the Infrastructure Sales Tax on certain communication services is levied at a rate of 0.6% on the sale price of communications services and is included in the Sales Tax Revenues pledged to the Bonds. The Communications Services Taxes collected under the CST Law are deposited along with the Infrastructure Sales Tax into the Discretionary Sales Surtax Clearing Trust Fund and are then distributed by FDOR to the County and the City as part of the Infrastructure Sales Tax, with no distinction made as to the portion of the distribution constituting Communications Services Tax. **Except for the Communications Services Tax deposited into the Discretionary Sales Surtax Clearing Trust Fund received by the County and the City (and distributed to the Agency with the Sales Tax Revenues) pursuant to Section 212.055(2), no other revenues received by the County or the City pursuant to the CST Law and distributed to the Agency are pledged to secure the Bonds.**

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**Historical Collection of Infrastructure Sales Tax**

The following table sets forth the collections of Infrastructure Sales Tax for the City and the County for the past five fiscal years and includes a calculation of 78% of each such amount, which comprises the Sales Tax Revenues pledged to the Bonds.

Fiscal Year Ending 9/30	County/City Total*	Sales Tax Revenues (78% of Total)*
2013	\$36,968	\$29,574
2014	38,805	31,044
2015	40,614	32,491
2016	41,963	33,570
2017	42,784	34,227
2018	44,554	35,643
2019	46,805	37,444
2020	42,820 <sup>(1)</sup>	34,256 <sup>(1)</sup>
2021	51,042	39,813
2022	60,299	47,033
2023 <sup>(2)</sup>	60,894	47,498

\* In thousands

<sup>(1)</sup> See "COVID-19", herein.

<sup>(2)</sup> Unaudited

The amount of Sales Tax Revenues distributed to the Agency is subject to increases or decreases due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, and (iv) other factors which may be beyond the control of the Agency, the City or the County, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State of Florida and then distributed to the Agency in accordance with the Interlocal Agreement.

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**ESTIMATED DEBT SERVICE COVERAGE**

	<u>Fiscal Year Ending</u>	
	2023	2022
Sales Tax Revenues (78% of existing Infrastructure Sales Tax)	\$47,407,000	\$47,033,000
Maximum Annual Debt Service on the Series 2024 Bonds, the Series 2022 Bonds, the Series 2020 Note and the SIB Loan	\$ _____	\$ _____
<b>Estimated Coverage on the Series 2024 Bonds, the Series 2022 Bonds, the Series 2020 Note and the SIB Loan</b>	_____ x	_____ x

(1) Based on an assumed issuance of Series 2024 Bonds at a principal amount of \$ \_\_\_\_\_ and true interest cost of \_\_\_\_%.

**PENSION AND OTHER POST EMPLOYMENT BENEFIT OBLIGATIONS**

**Retirement Plans.** Employees of the Agency have the option of participating in either the City of Tallahassee or the Leon County benefits program. Employees electing to participate in the Leon County benefits program are eligible for the Florida Retirement System (FRS), which includes the Retiree Health Insurance Subsidy Program (HIS). Employees electing to participate in the City of Tallahassee program are eligible for the City's General Employees Pension Plan (City Plan). The aggregate amount of net pension liabilities, related deferred inflows and outflows of resources, and pension expense for the Agency's defined benefit pension plans are summarized below: Leon County City of Tallahassee Total Plan Obligations and Expenses (in thousands):

	<b>Leon County</b>		<b>City of Tallahassee</b>	<b>Total</b>
	FRS	HIS	City Plan	
<b>Plan Obligations and Expenses</b>				
Net Pension Liability	\$411	\$86	\$(1,230)	\$(733)
Pension Related Deferred Outflows	145	14	1,447	1,606
Pension Related Deferred Inflows	26	18	2,903	2,947
Pension Expense	-	(2)	(390)	(392)

<b>Member Statistics – 2020:</b>			
Retirees and beneficiaries, if deceased	1	0	1
Retirees currently receiving benefits			
Terminated employees entitled to Benefits, not yet receiving benefits	0	1	1
Active Employees	5	26	31

**Florida State Retirement System.** The FRS is a cost-sharing, multiple-employer, defined benefit plan administered by the State of Florida, Department of Administration, Division of Retirement. The FRS provides retirement, in-line-of-duty or regular disability and survivors

benefits. Chapter 121, Florida Statutes, establishes the authority for benefit provisions and contribution requirements. Changes to the law can only occur through an act of the Florida Legislature.

Currently, there are five (5) employees for the Agency participating in the FRS defined benefit plan out of more than 700,000 active FRS participants in the defined benefit plan. Active employees are required to contribute 3% of their gross compensation to the retirement plan. The Agency is required to contribute at an actuarially determined rate. Agency participants who were members as of June 30, 2011 in the FRS are members of the Regular Class with a normal retirement benefit at age 62 or at least 30 years of service; the benefit accumulates at 1.60% times average compensation (5 highest years) times years of creditable service; vesting occurs after 6 years of creditable service. Agency participants who joined the System after June 30, 2011 are members of the Regular Class with a normal retirement benefit at age 65 or at least 33 years of service; the benefit accumulates at 1.60% times average compensation (8 highest years) times years of creditable service; vesting occurs after 8 years of creditable service. Employer contribution rates effective July 1, 2021 was 10.82%, and July 1, 2022 was 6.30%.

The Agency also participates in the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiemployer defined benefit pension plan established under Section 112.363, Florida Statutes. The benefit is a monthly cash payment to assist retirees of state-administered retirement systems in paying their health insurance costs. The HIS Program is funded by required contributions from FRS participating employers as set by the State Legislature. Employer contributions are a percentage of gross compensation for all active FRS employees. Employees are not required to contribute. For the fiscal year ended September 30, 2022, the contribution rate was 3.30% of payroll pursuant to Section 112.363, Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program allows eligible employees to defer receipt of monthly retirement benefit payments while continuing employment with a Florida Retirement System employer for a period not to exceed 60 months after electing to participate. DROP benefits are held in the FRS Trust Fund and accrue interest.

**Net Pension Liability.** At September 30, 2022, the Agency reported for its share of the FRS and HIS plans the amount of the net pension liability as shown below (in thousands):

	<b>FRS</b>	<b>HIS</b>	<b>Total</b>
June 30, 2022 – measurement date	\$411	\$86	\$497

The net pension liability for each plan was determined by the plans’ actuary and reported in the plans’ valuations dated July 1, 2022 for the net pension liability as of June 30, 2022. The Agency represents 0.306% of Leon County’s proportionate share of the FRS net pension liability. At September 30, 2022, the Agency’s and Leon County’s proportionate share of the employer portion of the FRS and HIS net pension liability are shown below:

	Agency		Leon County	
	FRS	HIS	FRS	HIS
June 30, 2022	0.0011049941%	0.0008098861%	0.3679630300%	0.2696920733%
June 30, 2021	0.0011418201%	0.0008379344%	0.3736606168%	0.2742140194%
Increase/Decrease	(0.0000368260)%	(0.0000280483%)	(0.0056975868%)	(0.0045219461%)

The Agency's and Leon County proportionate share of the net pension liability was based on the County's 2021-22 fiscal year contributions relative to the 2020-2021 fiscal year contributions of all participating members of FRS.

**Other (Than Pension) Post Employment Benefits**

Staff of the Agency have the option of participating in either the City's or the County's benefit programs. The Agency, through the City's Retiree Medical Insurance Plan (OPEB Plan), provides health insurance and prescription drug coverage to its active and retired employees. The Agency is required under Florida law to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. In addition, the Agency, via its participation in the City's program, has elected to provide a partial subsidy to its retirees to offset the cost of such health insurance. As of September 30, 2022, there were two retired employees of the Agency receiving benefits under the OPEB Plan.

The Agency's proportionate share of the City's OPEB Plant is 1.11% and was determined based on the amount of covered payroll as an estimate for determining each employer's proportionate share. The aggregate amounts reported by the Agency as of September 30, 2022, of net OPEB liabilities, related deferred inflows and outflows of resources, and OPEB expenses using a valuation date and measurement date of September 30, 2021 are summarized as follows (in thousands):

<b>OPEB Plan Obligations and Expenses</b>	<b>Agency Share of City Plan Amounts</b>
Net OPEB Liability	\$887
OPEB Related Deferred Outflows	563
OPEB Related Deferred Inflows	210
OPEB Expense	63

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## RATINGS

\_\_\_\_\_ ("\_\_\_\_\_") and \_\_\_\_\_ ("\_\_\_\_\_") have assigned ratings of "\_\_\_\_\_" and "\_\_\_\_\_" ("\_\_\_\_\_ outlook) respectively, to the Series 2024 Bonds. Such ratings reflect the view of such organizations and an explanation of the significance of such respective ratings may only be obtained from the rating agencies furnishing the same. Generally, rating agencies base their ratings on the information and materials furnished to them and, in addition, on investigations, studies and assumptions made by the rating agencies themselves. There is no assurance that the ratings mentioned above will continue for any given period of time or that they may not be lowered or withdrawn entirely by the rating agencies or either of them, if in their or its judgment, circumstances so warrant. Any such downward revision in or withdrawal of any of such ratings may have an adverse effect on the market price of the Series 2024 Bonds. For any additional description of the ratings and their meanings Moody's and Fitch should be contacted.

## TAX MATTERS

### General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2024 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2024 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2024 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The Agency has covenanted in the Bond Resolution to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2024 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2024 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2024 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2024 Bonds; (iii) the inclusion of interest on Series 2024 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of branch profits tax; (iv) the inclusion of interest on Series 2024 Bonds in passive income subject



to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2024 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the Agency, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2024 Bonds and of the property financed thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OF ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

### **Other Tax Matters**

Purchasers of the Series 2024 Bonds should consult their tax advisors as to the tax consequences to them of owning the Series 2024 Bonds in their particular state or local jurisdiction.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2024 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of the Series 2024 Bonds.

### **Tax Treatment of Original Issue Discount**

Under the Code, the difference between the maturity amount of the Bonds maturing on \_\_\_\_\_ 1 of the year \_\_\_\_\_ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the

same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

### **Tax Treatment of Bond Premium**

The difference between the principal amount of the Series 2024 Bonds (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### **LEGAL MATTERS**

Certain legal matters incident to the authorization, issuance and sale by the Agency of the Series 2024 Bonds and with regard to the exclusion from gross income of the interest thereon under existing laws are subject to the unqualified approving legal opinion of Bryant Miller Olive P.A., Bond Counsel. Copies of such opinion will be available at the time of the delivery of the Series 2024 Bonds and the proposed form of such opinion is set forth in APPENDIX D hereto and reference is made thereto for the terms thereof.

Certain legal matters will be passed on for the Agency by Susan Dawson, Esq., Legal Counsel to the Agency. Certain legal matters will be passed on for the Agency by Nabors, Giblin & Nickerson, P.A., as Disclosure Counsel to the Agency.

The opinions delivered by counsel are based on existing law, which is subject to change. Such opinions are further based on factual representations made to counsel as of the date thereof. Counsel does not assume a duty to update or supplement its opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

### **FINANCIAL ADVISOR**

PFM Financial Advisors LLC, Orlando, Florida, is acting as Financial Advisor to the Agency in connection with the issuance of the Series 2024 Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2024 Bonds and provided other advice. The Financial Advisor is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for, the accuracy, completeness or fairness of the information contained in the Official Statement and is not obligated to review or ensure compliance with continuing disclosure undertakings. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2024 Bonds.

### **UNDERWRITING**

\_\_\_\_\_ (the "Underwriter") has agreed, subject to certain conditions, to purchase the Series 2024 Bonds from the Agency at a price equal to \$ \_\_\_\_\_ (\$ \_\_\_\_\_ par amount, taking into account original issue premium/discount of \$ \_\_\_\_\_, less Underwriter's discount in the amount of \$ \_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent described in the Official Notice of Sale, and it will be obligated to purchase all of the Series 2024 Bonds if any Series 2024 Bonds are purchased.

The Series 2024 Bonds are being offered for sale to the public at the prices shown on the inside cover hereof. The Underwriter may offer and sell the Series 2024 Bonds to certain dealers and others at prices lower than the public offering prices and following the initial public offering such public offering prices may be changed, from time to time, by the Underwriter.

### **INVESTMENT POLICY**

Pursuant to a resolution adopted by the Board, the moneys of the Agency are held and invested pursuant to the terms of the investment policy of the City (the "Investment Policy").

The Investment Policy does not apply to proceeds from the sale of the Bond which are held and invested pursuant to the provisions of the Bond Resolution. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 BONDS – Investments" for a discussion of the investment of proceeds from the Bonds. The City Treasurer-Clerk administers the City's investment program and is responsible for ensuring the proper management, internal controls, safekeeping, and recording of all investment assets held or controlled by the City. The City has promulgated a non-pension investment policy to govern the investment of all non-pension financial assets held or controlled by the City, not otherwise classified as restricted assets requiring separate investing (the "Investment Policy"). The Investment Policy sets forth standards for investing, safekeeping and custody requirements, and reporting requirements. Individual criteria consisting of, at a minimum, objectives, authorized investments and performance evaluation criteria are established on an individual basis for specialized portfolios governed under specific legal constraints. Criteria for the City's core portfolio are also set forth in the Investment Policy. A copy of the Investment Policy may be obtained from the City Treasurer-Clerk's Office or the City's website.

At the end of Fiscal Year 2023, the portfolio had an effective duration of 2.37 years and an asset mix as follows:

US Treasuries/Government Guaranteed	9.7%
Government Agencies/Instrumentalities	18.8%
Corporate Notes	16.4%
Municipals	6.4%
FNMA/FHLMC MBS	2.7%
Commercial Paper	0%
Investment Pools	6.7%
Externally Managed Fixed Income Accounts	39.0%
Cash	0.3%

The policy allows for limited investment in derivative products. Derivative products must have a stated final maturity date at purchase of no longer than 5 years; must mature at par value; and the securities of the issuer must otherwise be authorized investments of the City under the Investment Policy. The Investment Policy specifically prohibits reverse repurchase agreements and inverse floating rate notes.

See "Note III - Detail Notes - All Funds" in "APPENDIX B – ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE AGENCY FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022" for more information on the securities lending and other investment information.

## LITIGATION

In the opinion of Susan Dawson, Agency Legal Counsel, after due inquiry of the Clerk of the Circuit Court of the Second Judicial Circuit and the Federal District Court for the Northern District of Florida, there is no pending or to her knowledge, threatened, litigation against the Agency which would have any material adverse effect upon the Pledged Revenues or the

financial condition of the Agency or contesting the validity of the Series 2024 Bonds or of the Interlocal Agreement or the right of the Agency to issue the Series 2024 Bonds.

### **CONTINGENT FEES**

The Agency has retained Bond Counsel, Disclosure Counsel and the Financial Advisor with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Payment of all or a portion of the fees of such professionals relating to the issuance of the Series 2024 Bonds and a discount to the Underwriter (which includes the fees of Underwriter's Counsel, if any) are each contingent upon the issuance of the Series 2024 Bonds.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Series 2024 Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code, the remedies specified by the Bond Resolution and the Series 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C -- COPY OF BOND RESOLUTION" attached hereto for a description of events of default and remedies.

### **CLIMATE CHANGE ISSUES**

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels will continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Areas like the City and County are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the County could lose considerable tax revenues and many residents, businesses, and governmental operations could be displaced. However, the City and County are unable to predict whether sea level rise or other impacts of climate change or flooding from another major storm will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City, County or the Sales Tax Revenues.

### **CYBERSECURITY**

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the Agency. Agency systems (which are managed by the City) provide support to departmental operations and constituent services by collecting and storing sensitive

data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the Agency's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there.

The City from a holistic view focuses on 5-specific areas surrounding cyber-defense. These areas include infrastructural resilience and reliability through current platforms and consistent security patching, encryption of data while in transit and while at rest, replicated reliable backups through network segmentation and validation, promotion of a security-centered culture, and the use of network segmentation and micro-segmentation through which the use of multiple robust firewall solutions enhance endpoint notification and protection of the City's assets. The City has also enhanced its email protection through software that is capable of alerting and mitigation of threats that resemble malware and phishing attempts while deploying enhanced endpoint protection. Finally, the City has partnered with DHS-Cybersecurity and Infrastructure Security Agency for an annual evaluation of infrastructure security, industry best practices, penetration testing, and user vulnerability and education training. However, no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations of the City.

In April 2019, the City suffered a security breach of its People Soft payroll environment, whereby several City employees did not receive their payroll direct deposits. To address the issue, the City took the precautionary measures to build a more secure cybersecurity-based program surrounding its cloud-based applications. In a collaborative effort with CenturyLink, an additional robust NetScaler was put in place to provide greater security access filtering, with advanced logging. The standard password length and complexity were changed to ITIL standards of 15 characters with numerical, special character, upper/lower case requirements, with a standard 45-day refresh, with a standard lockout after a set number of failed attempts. The City no longer will utilize a vendor-based VPN solution; all vendors must utilize a City-approved monitored VPN solution for greater accountability of user access. Currently, the City has contracted with a 3rd party vendor for penetration testing to identify potential vulnerability within the People Soft environment. The City also activated an alert within People Soft that will email or text alert all active users of changes surrounding any banking information relative to their accounts. Finally, the City is completing all current patching and formalizing encryption at rest and in transit. After application of insurance and recovery efforts, the City's net loss as a result of the breach was approximately \$70,000. The Agency and its staff were not negatively affected by such breach.

In December 2020 a vulnerability within SolarWinds Orion was found. During the investigation a campaign to insert malicious code into legitimate software affecting thousands of customers was discovered. The City took immediate action and coordinated a response by immediately applying a patch and disconnecting the SolarWinds Orion system from the City network. In 2021, the City successfully coordinated a response to mitigate an attempted ransomware attack known as the Kaseya event. The City successfully detected an attempt to utilize a supply chain vulnerability to attempt to infect the City's systems with ransomware. An incident response team was created in response to this event and the impact to the City and the Agency was minimal.

However, no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations of the Agency.

### **COVID-19**

The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including, without limitation, fueling inflation and creating supply chain issues. COVID-19 was considered a Public Health Emergency of International Concern by the World Health Organization. This led to quarantine and other "social distancing" measures throughout the United States, including recommendations and warnings to limit non-essential travel and promote telecommuting. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the County, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances.

Similar to all local governments, the Agency's finances were impacted by the pandemic. There was an immediate negative impact on Sales Tax Revenue collections during the early months of the pandemic; the Agency attributes the reduction in Sales Tax Revenues in Fiscal Year 2020 from Fiscal Year 2019 to be almost entirely related to the impact of COVID-19. However, revenues recovered reasonably quickly and had outpaced revenues for all prior years by March 2021. Absent a significant additional surge of the virus and associated lockdowns, or other general economic fallout, the Sales Tax Revenues are not expected to be further impacted beyond the reduction seen in Fiscal Year 2020.

### **CONTINUING DISCLOSURE**

The Agency will agree, pursuant to a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") in accordance with the provisions of Rule 15c2-12 (the "Rule") in effect from time to time and applicable to the Series 2024 Bonds, promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided, to the Electronic Municipal Market Access ("EMMA") system operated by the Municipal Securities Rule Making Board (a) on or before May 31 of each year, for each fiscal year ending on or after September 30, 2022, the following information with respect to the prior fiscal year, an update of the annual financial information and operating data of the Agency, consistent with the type of financial information and data included in this Official

Statement in the table entitled "ESTIMATED DEBT SERVICE COVERAGE" and information regarding collections of Sales Tax Revenues consistent with the information provided in the table entitled "Historical Collection of Infrastructure Sales Tax" under the section entitled "THE INFRASTRUCTURE SALES TAX" but showing only the amount of Sales Tax Revenues distributed to the Agency, and (b) on or before May 31 for each fiscal year ending on or after September 30, 2022, annual audited financial statements of the Agency, the City and the County, with respect to the prior fiscal year prepared pursuant to generally accepted accounting principles.

The Agency will also agree to provide or cause to be provided notices of the occurrence of the following events, within the meaning of the Rule, with respect to the Series 2024 Bonds, not in excess of ten (10) business days after its occurrence:

- (1) principal and interest payment delinquencies on the Series 2024 Bonds;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;
- (7) modifications to rights of the holders of the Series 2024 Bonds, if material;
- (8) Series 2024 Bond calls, if material, and tender offers;
- (9) Series 2024 Bond defeasances;
- (10) release, substitution, or sale of property securing repayment of the Series 2024 Bonds, if material;
- (11) rating changes;
- (12) an event of bankruptcy or similar event of an obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;



- (14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;
- (15) incurrence of a financial obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect holders of the Series 2024 Bonds, if material (for purposes of the foregoing and paragraph (xvi) below, “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and
- (17) notice of any failure on the part of the Agency to meet the requirements of Section 3 hereof.

In addition, the Agency will agree to provide or cause to be provided to EMMA, in a timely manner, not in excess of ten (10) days after its occurrence, notice of its failure to provide the annual financial information with respect to it described above on or prior to the dates specified.

Pursuant to separate Continuing Disclosure Certificates, the City and the County will each agree to provide their respective audited annual financial statements to the Agency, prior to May 31 of each year in order to allow the Agency to make a single consolidated continuing disclosure filing.

The Agency, the City and the County will each reserve the right to terminate its obligation to provide annual financial information and notices of material events, as set forth above, if and when the Agency, the City or the County no longer remains an obligated person with respect to the Series 2024 Bonds within the meaning of the applicable rule or rules. The undertakings described above may be amended or modified from time to time in accordance with the Continuing Disclosure Certificates of the Agency, the County and the City.

The Agency, the City and the County each agrees that its undertaking pursuant to the Rule described in this section is intended to be for the benefit of the holders and beneficial owners of the Series 2024 Bonds and shall be enforceable by such holders and beneficial owners; provided that the right to enforce the provisions of this undertaking shall be limited to a right to seek mandamus or specific performance to cause the Agency, the City or the County to comply with its obligations. Any failure by the Agency, the City or the County to comply with the provisions of the undertaking shall not be an event of default with respect to the Series 2024 Bonds under the Bond Resolution.

With respect to the Series 2024 Bonds, no party other than the Agency is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The Agency fully anticipates satisfying all obligations in connection therewith. The Agency anticipates using Digital Assurance Certification LLC as its initial dissemination agent in connection with the foregoing.

## **ANNUAL COMPREHENSIVE FINANCIAL REPORTS**

The Annual Comprehensive Financial Report of the Agency for the Fiscal Year ended September 30, 2022, included in APPENDIX B has been prepared by the Agency, and included therein are the Agency's financial statements as audited by MSL CPAs & Advisors (the "Auditor"), certified public accountants, as set forth in their report dated May 3, 2023. The Auditor has not participated in the preparation or review of this Official Statement. Such financial statements have been included as a matter of public record.

Copies of the City's and the County's respective Annual Comprehensive Financial Report are available from the Agency upon request. The City's report may also be obtained at the City's website located at <http://www.talgov.com>. The County's report may also be obtained at the County's Clerk of Court website located at <http://www.clerk.leon.fl.us>. The information contained in the respective Annual Comprehensive Financial Report of the Agency, the City and the County speaks only as of their respective dates, and neither the Agency, the City nor the County assumes any duty to update any information contained therein. The physical appearance of the printed versions of the respective Annual Comprehensive Financial Reports of the City and the County may differ from the electronic version of each such document. In order to ensure accuracy, users should obtain a copy of and refer to the printed version of such reports. The Agency makes no representation as to the accuracy or adequacy of information contained in the County's or City's Annual Comprehensive Financial Reports or that there has not been any material adverse change in such information subsequent to the date of such information.

## **ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT**

The references, excerpts, and summaries of all documents, statutes, and information concerning the Agency and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2024 Bonds, the security for the payment of the Series 2024 Bonds and the rights and obligations of the owners thereof and to each such statute, report or instrument. The Agency, the City and the County have furnished all information in this Official Statement pertaining to the Agency, the City and the County, respectively.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2024 Bonds.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements.

### **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Pursuant to Section 517.051, Florida Statutes, the Agency is required to provide full and fair disclosure by the Agency as to bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time since December 31, 1975, as provided by rule of the Department of Financial Services (the "Department"). Pursuant to Rule 69W-400.003, Florida Administrative Code, the Department has required that such disclosure include information concerning the dates, amounts and types of defaults, any legal proceedings resulting from such, whether a trustee or receiver has been appointed over the assets of the Agency and certain additional defaults and financial information, unless the Agency believes in good faith that such information would not be considered material by a reasonable investor. The Agency is not and has not since December 31, 1975 been in default as to principal or interest on their respective bonds or other debt obligations.

### **AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT**

This Official Statement has been authorized by the Agency. Concurrent with the delivery of the Series 2024 Bonds, the undersigned will furnish their certificate to the effect that, to the best of their knowledge, this Official Statement did not as of its date, and does not as of the date of delivery of the Series 2024 Bonds, contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purposes for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in the light of the circumstances in which they were made, not misleading.

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**MISCELLANEOUS**

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Agency from the date hereof.

This Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Agency and the purchasers or the holders of any of the Series 2024 Bonds.

The execution and delivery of this Official Statement has been duly authorized and approved by the Agency.

**LEON COUNTY – CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY**

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

## APPENDIX A

### GENERAL INFORMATION

### LEON COUNTY AND CITY OF TALLAHASSEE

#### **History of Tallahassee and Leon County**

Leon County, originally part of Escambia County and later a part of Gadsden County, was created by the Territorial Legislature in 1824. Named for Ponce De Leon, Leon County was one of the most populous and prosperous counties in ante-bellum Florida.

Tallahassee, named for the "old fields" that it once encompassed, earned the title early in the 16th century from the Apalachee Indians who inhabited the area. Legend says that the final spelling was chosen by Octavia Walton, daughter of the territorial governor of Florida. Today, Tallahassee exemplifies not only the influence of the Indian, but also that of the Spanish, French and English who occupied the area in succession.

The City of Tallahassee, the county seat and the only incorporated city in Leon County, was established in 1825, following a decision by the legislature to locate the capital of the new Florida Territory midway between the population centers of St. Augustine and Pensacola.

#### **Location**

Leon County, nestled among the rolling hills of northwest Florida, is located in the center of the eight-county "Big Bend" area. Geographically, Tallahassee is close to both the Gulf of Mexico, a mere twenty miles to the south, and to Georgia, fourteen miles to the north.

#### **Physiography**

Leon County's rolling landscape, typical of regions further north, is unique among the major cities of Florida. Some areas of the county, including the downtown ridge encompassing the Capitol complex, City Hall, and the County Courthouse, exceed elevations of 200 feet. The highest elevation in Leon County is 288 feet, found in the northern part of the county, about 1/4 mile to the southwest of Lake McBride. To the south of the city the hills yield to the flat terrain that is typical throughout the peninsula of Florida. The northern portion of Leon County consists of a thick layer of sand, silt, and clay overlying limestone formations, while most of the southern area is characterized by flat, sandy lowlands.

#### **Natural Resources**

The marketable natural resources of Leon County are not numerous, but the few that are present are plentiful. Limestone, a necessary ingredient for the production of concrete, is found throughout the northwestern portion of Florida. Kaolin clay exists in considerable amounts and has proven to be a valuable resource. The abundance of trees and timber is a resource uncommon to many other areas of the state. The beauty of the local trees is exemplified in Maclay Gardens State Park which is the site of several of Florida's champion trees including the flowering Dogwood, the Hawthorn tree, the Horsesugar tree, the Sweetbay Magnolia, and the

Silverbell tree. These trees and others, including the great Live Oak, often extend their branches over the roadway to create a canopied effect, a feature which is held in high esteem by local residents and visitors.

Six roads within Leon County (Old Bainbridge, Meridian, Centerville, Miccosukee, Old St. Augustine, and Sunny Hill) have been officially designated as "canopy roads" and enjoy limits on roadside development, serving to protect the trees.

Leon County possesses excellent wildlife reserves located in the hilly terrain north of Tallahassee and in the Apalachicola National Forest to the south. The hunter can take his pick of quail, turkey, duck, geese, squirrel and whitetail deer. Numerous lakes are available for freshwater fishing including Lake Jackson, Lake Talquin, Lake Iamonia, and Lake Miccosukee.

## **Climate**

Leon County has the mild, moist climate characteristic of the Gulf States, and experiences a subtropical summer similar to the rest of Florida. In contrast to the Florida peninsula, however, the panhandle, of which Tallahassee is a part, experiences four seasons. Prevailing winds average 6.5 miles per hour and are from a southerly direction in the spring and summer, then shift toward a more northerly direction later in the year. Leon County's annual average temperature and rainfall are shown below:

## **Temperature and Rainfall**

Annual Average Temperature	68.1 Degrees
Annual Average Rainfall	63.2 Inches

## **Government of Tallahassee and Leon County**

### City of Tallahassee

Since 1919 the City of Tallahassee has operated under a Commission-Manager form of government. In 1996 the citizens of Tallahassee approved the direct election of a "leadership" Mayor, replacing the previous system of annually rotating this position among the Commissioners. The Mayor and four Commissioners are elected at-large for staggered four-year terms. Elections are held the first Tuesday in November. The Mayor is recognized as the official head of government and has a voice and a vote in Commission proceedings, but has no veto power.

The City Manager, City Treasurer-Clerk, City Auditor, City Attorney and City Inspector General are appointed by the City Commission. Collectively, the appointed officials are responsible for all administrative functions of the government, with most of the administrative and operational functions falling under the purview of the City Manager. The remaining administrative functions are the responsibility of the other appointed officials as indicated by their titles.

Leon County

In November 2002, the citizens of Leon County approved a Home Rule Charter providing for local self-governance. The Charter and State Law provide that the Board of County Commissioners consists of seven members, five of whom are elected within districts, with the remaining two elected at-large. Each Commissioner is elected to a four-year term with the position of Chairperson selected annually on a rotating basis.

Elected Officials include the Board of County Commissioners, the Judiciary, the State Attorney, Public Defender and five Constitutional Officers: the Clerk of the Court, the Property Appraiser, the Sheriff, the Supervisor of Elections and the Tax Collector. Constitutional Officers are elected to administer a specific function of County government and are directly accountable to the public for its proper operation. The Board funds all or, in some cases, a portion of the operating budgets of the other elected officials. With the exception of the Supervisor of Elections, the Constitutional Officers maintain separate accounting systems.

**Property Taxes**

Taxing Authority	Millage Rate	Where Tax Is Applied
City of Tallahassee	4.45	Within City limits only
Leon County		
General Property Tax	8.314	Anywhere in Leon County
Emergency Medical Services	0.75	Anywhere in Leon County
Leon County School Board	5.464	Anywhere in Leon County
Downtown Improvement Authority	1.00	In the Downtown area only
NW Fla. Water Mgt. District	0.0234	Anywhere in Leon County
Children Services Council	0.3477	Anywhere in Leon County

Note: Millage rates are effective as of October 1, 2022.

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### County-Wide Taxable Property Values

Fiscal Year	Real Property Assessed Value	Property Assessed Value	Centrally Assessed Property Value <sup>(1)</sup>	Property Value
2012	\$19,994,442,115	\$1,965,035,020	\$11,285,219	\$21,970,762,354
2013	20,014,540,968	1,963,762,549	11,908,085	21,990,211,602
2014	20,693,754,194	2,016,865,850	12,317,584	22,722,937,628
2015	21,227,034,435	2,025,445,304	12,506,806	23,264,986,545
2016	21,831,451,151	2,055,492,004	13,275,665	23,900,218,820
2017	22,643,028,768	2,083,646,742	13,132,752	24,739,808,262
2018	23,847,456,451	2,118,373,900	13,726,890	25,979,557,241
2019	25,043,300,012	2,179,503,080	13,241,878	27,236,044,970
2020	26,428,115,557	2,192,149,417	5,312,174	28,625,577,148
2021	27,474,430,534	2,199,052,859	5,535,968	29,679,019,361
2022	29,693,051,146	2,249,146,449	5,757,017	31,947,954,612

Note: <sup>(1)</sup> Centrally assessed property consists of railroad and telegraph systems which are assessed by the State of Florida.

Source: Leon County Property Appraiser.

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## Population

The presence of the State Capital and two major universities helps to shape Leon County's population as relatively young, well educated, and affluent. A median age of 32.0 years ranks Leon County as the youngest county in Florida (Tallahassee, with a median age of 27.0 is Florida's second youngest city), while our education level is the highest in the state. Leon County's median family income of \$57,359 which ranks 24<sup>th</sup> highest of the 67 Florida counties and is 14% greater than the state median. The 2020 Census shows a racially diverse community, with minorities accounting for 32.88% of the County population.

### Population Growth, Past and Future

Year	City	Unincorporated	Leon County
1960	48,174	26,051	74,225
1970	71,897	31,150	103,047
1980	81,548	67,107	148,652
1990	124,773	67,720	192,493
2000	150,624	88,858	239,482
2010	181,736	94,111	275,847
2020	196,169	96,029	292,198
2030 projected	215,200	99,000	314,200
2035 projected	221,200	100,000	321,200
2040 projected	226,500	100,800	327,300
2045 projected	231,200	101,600	332,800

Source: Tallahassee-Leon County Planning Department, Population Estimates for Tallahassee and Leon County.

## Education

Leon County residents have historically attained a very high level of education. According to the 2019 American Community Survey, 93.5% of area residents aged 25 or older had attained at least a high school degree, while 55.5% had completed at least four years of college, making Leon County the most highly educated county in Florida. This high level of education can be attributed to the employment requirements for the State of Florida as well as to the presence of three institutions of higher learning: Florida State University, Florida A&M University, and Tallahassee Community College.

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**Enrollment Figures for Institutions of Higher Education**  
**Students Enrolled in**  
**Tallahassee Area Universities and the Community College**

Year	Florida State University	Florida A&M University	Tallahassee Community College	Total
2012	41,301	12,051	14,613	67,965
2013	41,477	10,738	13,634	65,849
2014	41,773	10,233	13,045	65,051
2015	41,473	9,920	12,557	63,950
2016	41,867	9,614	12,500	63,981
2017	41,900	9,909	12,400	64,209
2018	41,717	10,021	12,174	63,912
2019	42,876	9,626	12,134	64,636
2020	43,953	9,184	11,250	64,387
2021	45,493	8,994	12,016	66,503
2022	44,597	9,228	12,000	66,825

Source: Florida Department of Education and State of Florida Student Database Reports, Office of Institutional Research; Budget & Analysis Department, The Florida State University, Tallahassee Community College, Office of Institutional Research and Planning. All figures are for Fall semesters.

**Employment**

Government employment, particularly State employment, has historically been a source of stability for the local economy, providing citizens with an economic environment which historically has been insulated from national economic trends. Representing 35% of all non-agricultural employment in Leon County, government employment has helped to keep unemployment rates substantially below the State of Florida and the United States average as shown in the table below. Recognizing the need to diversify the area's economy, however, the local government and the Chamber of Commerce are intensifying efforts to attract additional employers to the area and to assist the expansion of existing local businesses.

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**Leon County  
Average Annual Unemployment Rate**

Year	Leon County	Florida	United States
2011	7.8%	10.0%	8.9%
2012	7.0	8.5	8.1
2013	6.1	7.2	7.4
2014	5.5	6.3	6.2
2015	5.0	5.5	5.3
2016	4.5	4.8	4.9
2017	3.9	4.2	4.4
2018	3.3	3.6	3.9
2019	3.1	3.2	3.7
2020	5.6	7.6	8.1
2021	4.4	4.7	5.3
2022	2.8	2.7	3.7

Source: Department of Economic Opportunity, Labor Market Statistics, Local Area Unemployment Statistics, U.S. Department of Labor, Bureau of Labor Statistics.

The ten largest employers in Leon County are shown in the following table:

**Leon County  
Major Employers**

	Employer	Approximate Employment
1	State of Florida (non-university)	18,352
2	Florida State University	16,610
3	Tallahassee Memorial Healthcare, Inc.	5,993
4	Leon County School Board	4,300
5	City of Tallahassee	2,951
6	Walmart	2,701
7	Publix	2,487
8	Florida A & M University	2,173
9	Leon County	1,807
10	Tallahassee Community College	1,424

Sources: Tallahassee Chamber of Commerce; Tallahassee Leon County Economic Development Council; Florida State University, Office of Institutional Research, Fact Sheet; FL DOE, EIAS Publications; State of Florida, Department of Management, People First Data Warehouse.

The table below depicts the employment distribution within Leon County.

**Leon County  
Employment Distribution**

	<u>2022</u>	<u>Percent</u>
State Government	43,900	-0.9%
Trade, Transportation and Utilities	25,400	5.0
Education & Health Services	24,500	1.2
Professional & Business Services	22,900	5.8
Leisure & Hospitality	19,900	13.1
Local Government	14,200	0.7
Financial Activities	8,100	5.2
Other Services & Not Classified	8,800	7.3
Construction	8,500	3.7
Information	4,200	20.0
Manufacturing	3,900	8.3
Federal Government	<u>2,200</u>	4.8
 TOTAL	 186,500	

Note: The above figures are for non-agricultural employment and do not include self-employed, unpaid family or domestic personnel.

Source: Florida Agency for Workforce Innovation, Labor Market Statistics, QCEW – Quarterly Census of Employment and Wages (ES-202).

**Import/Export of Jobs**

Leon County is a net importer of workers from surrounding counties. According to the 2022 Census, 62% of workers living in Wakulla County (to the south) worked in Leon County. In Jefferson County (to the east) the figure was 48%, while 47% of workers living in Gadsden County (to the west) worked in Leon County. Conversely, of all Leon County residents with a job in 2022, only 5% of them worked outside of Leon County (the second lowest percentage in Florida).

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## Income Characteristics

Due to the nature of government and university employment, which call for a high percentage of professional and white collar employees, Leon County enjoys relatively high income levels, especially when compared to surrounding counties.

### Median Family Incomes of Surrounding Counties, Florida and the U.S.

County	2022
Calhoun	\$38,098
Franklin	52,679
Gadsden	42,661
Jefferson	53,080
Leon	61,297
Liberty	42,438
Madison	39,503
Taylor	43,563
Wakulla	72,941
Brooks, Ga.	39,770
Decatur, Ga.	45,134
Grady, Ga.	47,721
Thomas, Ga.	52,315
FLORIDA	69,303
UNITED STATES	74,755

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Source: U.S. Census Bureau. American Community Survey 2022

## Cost of Living

In a year 2022 comparison of the 67 Florida counties, Leon ranked 31<sup>st</sup> least expensive in terms of costs of goods and services in five categories (food, apparel, housing, transportation, and health, recreation, and personal services), with a Price Level Index of 95.83. This means that an amount of goods and services that costs \$100.00 in the State of Florida would cost \$95.83 in Leon County.

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Source: 2022 Florida Price Level Index, University of Florida, Bureau of Economic and Business Research.

## Economic Opportunities

In an effort to help diversify the employment base of Leon County, the Office of Economic Vitality, formed in 2016, has worked to create a stronger economy for Tallahassee-Leon County. From manufacturing and health care to information technology and applied sciences, companies across a broad variety of industries have chosen Tallahassee as their place of business.

**Construction**

The construction industry is another important part of Tallahassee's economy. As reflected on the tables below, Tallahassee in recent years has, like much of the Country, experienced a decrease in residential and commercial construction projects.

Construction in the County has benefited by the fact that Tallahassee serves as the State capital and is home to two major universities.

Highlights of larger current and proposed commercial development include:

**Major Ongoing and Proposed Commercial Developments for  
Tallahassee & Leon County**

[Insert Projects]

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**Leon County  
Commercial Building Permits**  
(values listed in millions of dollars)  
**(2013-2022)**

Year	Number of Permits	Value of Permits (\$ millions)	Permit Value in 2022 Dollars (\$ millions)
2013	25	\$23.1	\$26.9
2014	39	\$60.9	\$69.7
2015	40	\$51.1	\$58.4
2016	55	\$68.5	\$77.3
2017	88	\$100.0	\$110.5
2018	67	\$254.8	\$274.8
2019	55	\$198.7	\$210.5
2020	58	\$62.4	\$65.3
2021	70	\$237.2	\$237.2
2022	180	\$270.0	\$270.0

Sources: Leon County Department of Growth and Environmental Management, City of Tallahassee Growth Management Department. Prepared by Tallahassee-Leon County Planning Department.

**Residential Development**

Single-family residential building permits were up 30% in 2022, following a 22% increase in 2021. Permits for multi-family residential building permits were up 46% in 2022 following a 16% increase in 2021. Year-over-year new multi-family construction can be volatile given the number of units included in each development.

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Highlights of larger current and proposed residential development include:

**Major Ongoing and Proposed Residential Developments for  
Tallahassee & Leon County**

[Insert Projects]

**Leon County  
Residential Building Permits**

Year	Detached Single Family	Attached Single Family	Multi- Family	Constructed Units Permitted	Mobile Homes	Total Housing Units Permitted
2012	283	44	847	1,174	54	1,228
2013	398	64	720	1,182	54	1,236
2014	443	39	698	1,180	50	1,230
2015	471	64	250	785	64	849
2016	526	30	1,217	1,773	73	1,846
2017	630	104	1,394	2,128	62	2,190
2018	530	72	835	1,437	62	1,499
2019	571	101	253	925	85	1,010
2020	637	44	662	1,343	87	1,430
2021	803	25	715	1,543	93	1,636
2022	289	29	787	1,105	80	1,185

Sources: Leon County Department of Growth and Environmental Management, City of Tallahassee Growth Management Department. Prepared by Tallahassee-Leon County Planning Department.



**APPENDIX B**

**ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE AGENCY  
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022**

**APPENDIX C**  
**COPY OF BOND RESOLUTION**

**APPENDIX D**  
**FORM OF BOND COUNSEL OPINION**

**APPENDIX E**  
**COPY OF INTERLOCAL AGREEMENT**

**EXHIBIT "C"**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "Issuer") in connection with the issuance of \$ \_\_\_\_\_ aggregate principal amount of its Sales Tax Revenue Bonds, Series 2024 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. 2020-06, adopted by the Issuer on December 10, 2020, as supplemented by Resolution No. 2024-01, adopted on February 29, 2024 (collectively, the "Resolution"), as amended and supplemented from time to time.

The Issuer covenants and agrees as follows:

**SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE.** This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the continuing disclosure requirements of the Rule (as defined below).

**SECTION 2. DEFINITIONS.** In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination and Disclosure Agent" shall mean Digital Assurance Certificate, LLC or other qualified entity or person appointed by the Issuer for purposes of complying with the provisions of Rule 15c2-12 of the Securities and Exchange Commission and the covenants of this Disclosure Certificate.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSIR" shall mean the MSRB and such other municipal securities information repository as may be designated by law or applicable legislation, from time to time.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement

to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated March \_\_\_\_, 2024.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same maybe amended from time to time.

### SECTION 3. PROVISIONS OF ANNUAL REPORTS.

(a) The Issuer or its Dissemination and Disclosure Agent shall, not later than May 31st of each year, commencing May 31, 2024, provide or cause to be provided for the benefit of the Beneficial Owners of the Bonds to the MSRB in an electronic format prescribed by the MSRB and to any other MSIR an Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date and unaudited financial statements are submitted. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If the Issuer is unable to cause an Annual Report to be provided to each MSIR, in the appropriate format by law or applicable regulation, by the date required in subsection (a), the Issuer shall cause a notice in substantially the form attached as Exhibit A to be posted with the MSRB.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update of the tabular financial information included in the Official Statement as referenced in Exhibit B attached hereto and made a part of this Disclosure Certificate.

The information provided under Section 4(b) may be included by specific reference to other documents, including the official statements of debt issues of the Issuer which have been submitted to the MSRB and each other MSIR. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

The information in Sections 4(a) and 4(b) will be made available, in addition to each MSIR, to each Beneficial Owner of the Bonds who requests such information in writing.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS. Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events, with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit facility providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar events of the Issuer or an Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the



Issuer or Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or Obligated Person).

- (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) the appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (xv) incurrence of a financial obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect holders of the Bonds, if material (for purposes of the foregoing and paragraph (xvi) below, "financial obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties; and
- (xv) in a timely manner, notice of failure to provide annual financial information before the date(s) specified in Section 3 hereof.

SECTION 6. TERMINATION OF REPORTING OBLIGATION; ADDITIONAL MATTERS. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

(a) The Issuer reserves the right to terminate its obligations to provide the Annual Report and notices of the occurrence of the events specified in Section 5 above if and when the Issuer no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule.

(b) The Issuer agrees that its undertaking pursuant to the Rule set forth in this Disclosure Certificate is intended to be for the benefit of the Beneficial Owners and shall be enforceable by the Beneficial Owners if the Issuer fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner's right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the Issuer's obligation under this Disclosure Certificate in a federal or state court located within Leon County, and any failure by the Issuer to comply with the provisions of this undertaking shall not be a default with respect to the Bonds.

(c) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Bonds, the Issuer shall, if the Issuer is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the Issuer shall not constitute a breach of this covenant.

(d) The requirements of Section 4 above do not necessitate the preparation of any separate annual report addressing only the Bonds. The requirements of Section 4 may be met by the filing of an annual information statement or the Issuer's Annual Comprehensive Financial Report, provided such report includes all of the required Annual Information and is available by May 31 of each year for the preceding year.

(e) The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer, provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule and Section 7 hereof.

SECTION 7. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3, 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted; and

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of disclosure counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into

account any amendments or interpretations of the Rule, as well as any change in circumstances, and does not materially impair the interests of the Beneficial Owners, as determined by disclosure counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations.

This Disclosure Certificate may also be amended if all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of the Bonds, ceases to be in effect for any reason, and the Issuer elects that the Disclosure Certificate shall be deemed amended accordingly.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. DEFAULT. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, the Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 10. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity; provided, however, that nothing contained herein shall prevent the Issuer from furnishing to the rating agencies, or

other interested parties, a copy of each document, instrument and statement received by any MSIR from the Issuer pursuant to this Disclosure Certificate.

*[Signature Page to Continuing Disclosure Certificate]*

Date: March \_\_\_\_, 2024

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY

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

EXHIBIT A  
TO CONTINUING DISCLOSURE CERTIFICATE  
NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Leon County-City of Tallahassee Blueprint Intergovernmental Agency  
Name of Issue: Sales Tax Revenue Bonds, Series 2024  
Date of Issuance: March \_\_\_\_, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate dated March \_\_\_\_, 2024. The Issuer anticipates that the Annual Report will be filed by

Dated: \_\_\_\_\_

LEON COUNTY-CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B  
TO CONTINUING DISCLOSURE CERTIFICATE

- Collection of Infrastructure Sales Tax
- Estimated Debt Service Coverage

**Blueprint Intergovernmental Agency**  
**Board of Directors**  
**Agenda Item #5**  
**February 29, 2024**

**Title:** Acceptance of the Fairgrounds Master Plan

**Category:** General Business

**Intergovernmental Management Committee:** Vincent S. Long, Leon County Administrator  
Reese Goad, City of Tallahassee Manager

**Contact:** Artie White, Director, PLACE  
Autumn Calder, Director, Blueprint  
Megan Doherty, Planning Manager, Blueprint  
Tatiana M. Daguiard, Planner I, Blueprint

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**STATEMENT OF ISSUE:**

This item seeks Blueprint Intergovernmental Agency Board of Directors (IA Board) acceptance of the Master Plan for the *Beautification and Improvements to the Fairgrounds* project and IA Board direction to proceed with implementation of the Master Plan. The item addresses all previous IA Board direction, includes a Master Plan to improve and beautify the fairgrounds site, and identifies the implementation strategy with immediate next steps for the project. As detailed in the item, the Master Plan can be implemented in phases. Phase 1 invests \$30 million in infrastructure funds to realize immediate benefits for the community and beautification of the site. A second phase was considered for the inclusion of a regional sports complex. While the market study indicates the use may be feasible, staff is not recommending further study due to it being cost prohibitive. Phase 1 can be completed independently with improvements and beautification to the fairgrounds without the need to continue to Phase 2. Should the IA Board approve Phase 1 of the Master Plan (Option #1), Blueprint will proceed with design of infrastructure improvements using the funds currently allocated to the project with construction beginning in 2026.

**FISCAL IMPACT:**

This item may have a fiscal impact depending on IA Board direction. This item presents Phase 1 of Master Plan, utilizing the \$30 million in infrastructure funds planned for this project to improve and beautify the fairgrounds site consistent with the project description. Accordingly, the Phase 1 improvements do not have any new fiscal impact.



Should the IA Board approve Option #1, the funds currently allocated to the project will be used to begin design of the improvements and move to construction in 2026.

**RECOMMENDED ACTION:**

Option 1: Accept Phase 1 of the Master Plan and direct staff to initiate design of the Phase 1 improvements utilizing the funding currently allocated to the project.

**EXECUTIVE SUMMARY**

This item presents the Master Plan for the *Beautification and Improvements to the Fairgrounds* project to realize immediate and long-term benefits for the community and beautification of the site. This item also includes all previous IA Board direction to date and identifies the next steps to fully implement the current project scope for the *Beautification and Improvements to the Fairgrounds* project.

As detailed in the item, the Master Plan can be implemented in phases. Phase 1 invests \$30 million in Blueprint Infrastructure funds into the fairgrounds. This investment will immediately achieve long-standing community goals to improve and beautify the fairgrounds while ensuring supportive infrastructure is in place to attract future public and private investment on the site as follows:

- New building with meeting space and central restrooms.
- New central green and outdoor pavilion for community use and events.
- Renovations to current buildings and restrooms.
- New Capital Park ballfields, restrooms, concessions, and parking spaces.
- New and repaired parking areas surrounding Gene Cox Stadium.
- Stormwater ponds with beautification, walking paths, and amenities to support the current project and future development on site.
- Utility upgrades including water, sewer, and electric for the entire fairgrounds site.
- General site preparation, beautification, enhanced functionality, and improvements for both current and future opportunities on most acreage of the current site.

If approved by the IA Board, the Fairgrounds Master Plan under the current project scope (Phase 1) provides a road map for the expenditure of \$30 million in infrastructure funds, the negotiation of current leases and agreements, any land use and zoning changes that are necessary, engineering and design of improvements, and the development of any private sector solicitations needed to implement the Master Plan.

This item also studied the viability of a regional sports facility in a second phase. Included in Section 2 below, the initial review of the regional sports facility revealed a strong market opportunity that leverages current uses of the site and could drive regional tourism. The total estimated cost for the Phase 2 improvements is \$86 million in addition to the currently allocated \$30 million. The additional \$86 million in funding does not currently exist within the Blueprint program.

Blueprint is seeking IA Board acceptance of this Master Plan and direction to initiate design of the Phase 1 improvements (\$30 million), presented as Option #1.

## SUPPLEMENTAL INFORMATION

### SECTION 1: PROJECT DESCRIPTION, OVERVIEW OF THE FAIRGROUNDS, & IA BOARD ACTION TO DATE

#### *Project Description*

The *Beautification and Improvements to the Fairgrounds* project is one of 27 Blueprint 2020 Infrastructure projects approved by the IA Board at the April 22, 2014 meeting, and is defined in the 2015 Second Amended and Restated Interlocal Agreement, as:

Project 23. Beautification and Improvements to the Fairgrounds: Funding to construct improvements to the fairgrounds.

#### *Overview of the Fairgrounds Site*

The 119.5-acre fairgrounds property is owned by Leon County with various leases and agreements that control the uses of the site. The Leon County Extension Office occupies 4.2 acres and includes Leon County government offices and the UF/IFAS Extension. Gene Cox stadium is located on 7.8 acres of the site and operates through a lease agreement between Leon County and Leon County Schools. Paul Russell Road right of way covers 0.5-acre of the site. The remaining 107 acres are leased to the Fair Association. The existing uses and acreages of the site are shown in Figure 1 below and included as Attachment #1.

*Figure 1: Existing Uses and Acreages*



The Midway Exhibition Area, the primary area of land used by the Fair Association for fair activities, is approximately 32 acres of the 107-acre leased area. A shared parking area adjacent to Gene Cox Stadium uses approximately 9.14 acres and functions through the Shared Stadium Parking Joint Use Agreement between the Fair Association and Leon County Schools. Capital Park, including two ballfields, covers approximately 20.1 acres and operates through the Capital Park & Recreation Agreement between Leon County and the City of Tallahassee. Existing leases and agreements are shown in Figure 2 and included as Attachment #2.

Figure 2: Leases and Agreements



### IA Board Action to Date

Since beginning to receive funding for the Blueprint 2020 projects on January 1, 2020, the IA Board has taken the following key actions to progress the Fairgrounds project:

- July 9, 2020 – Directed Blueprint to integrate the Fairgrounds project into the Blueprint Infrastructure Five-Year Capital Improvement Plan.
- September 17, 2020 – Advanced full funding for the Fairgrounds project into the Five-Year Capital Improvement Program (CIP) and provided direction to initiate an updated market study.
- December 9, 2021 – Accepted the 2021 North Florida Fairgrounds Market Feasibility Assessment and Alternative Site Analysis Report and directed staff to initiate a master plan for the *Beautification and Improvements to the Fairgrounds* project.
- May 11, 2023 – Accepted a Status Update on the Fairgrounds Master Plan process, provided direction for the top-ranked priorities and amenities, and discussed an indoor, multipurpose facility and sports complex.

- September 26, 2023 – Approved the FY 2024-2028 Blueprint Capital Improvement Plan increasing the project allocation from \$14 million to \$30 million.

The actions of the IA Board and request to evaluate the feasibility for redevelopment of the fairgrounds site with a focus on athletics and sports tourism were also discussed by the County Commission at their January 2023 retreat.

The analysis and recommendations provided in this item build upon the previous IA Board action and seeks IA Board direction on the Master Plan for improving and beautifying the fairgrounds. This item also seeks IA Board direction on the longer-term redevelopment of the site focused on athletics and sports tourism.

### ***Master Planning Efforts***

As noted in the IA Board Action section above, the 2021 Fairgrounds Market Report was completed December 2021 and the IA Board directed staff to develop a master plan for the fairgrounds. The Master Plan process began in May 2022 with the purpose of creating a comprehensive, visionary plan of action that will provide the framework to realize the property's untapped potential as a community asset.

As part of the Fairgrounds Master Plan effort, over 120 stakeholders were engaged via 31 visioning sessions and 1 community open house to collect input on improvement and redevelopment opportunities. In addition to the public engagement efforts, several technical analyses were completed for the fairgrounds site. The results of the analyses are described in more detail in the following sections. As a multipurpose sports facility was a top priority resulting from the visioning sessions and open house, a feasibility study on a facility of this type was completed and is described in Section 2 of this agenda item.

The Master Plan graphically presents a 40-year vision to activate the Fairgrounds as an integral part of the Southside and as a regional hub for Tallahassee-Leon County. The Master Plan serves as a roadmap, guiding the short-term and long-range future development of the property, with consideration of both public and private investment. The Master Plan maximizes the benefits of the existing complementary uses such as Gene Cox Stadium and Capital Park and identifies new investment opportunities.

The evaluations of the fairgrounds site, technical analyses, input from the public, and IA Board direction resulted in the development of a Master Plan that can be implemented in phases. Phase 1 reflects the current project scope and funding at \$30 million and Phase 2 considers a regional sport focused development plan for the long-term vision of the property estimated to cost an additional \$86 million to implement. The Master Plan reflects improvements implemented through both Phases 1 and 2; however, Phase 1 can be completed independently with improvements and beautification of the fairgrounds being constructed beginning in 2026, and without the need to continue to Phase 2.

### **BEAUTIFICATION AND IMPROVEMENTS TO THE FAIRGROUNDS**

As noted previously, the IA Board allocated \$30 million of infrastructure funds to the *Beautification and Improvements to the Fairgrounds* project in the adopted FY 2024-2028 Blueprint Capital Improvement Plan. A total of \$3 million has been allocated to date with the remaining \$27 million planned for allocation in FY 2026. By investing \$30

million in infrastructure funds to beautify and improve the Fairgrounds site, Blueprint can achieve long-standing community goals to enhance the Fairgrounds, realize immediate benefits for the community, and set the stage for continued future redevelopment. This section details the existing conditions at the Fairgrounds site and recommends the Phase 1 improvements for the \$30 million Blueprint investment.

### ***Existing Conditions Assessment***

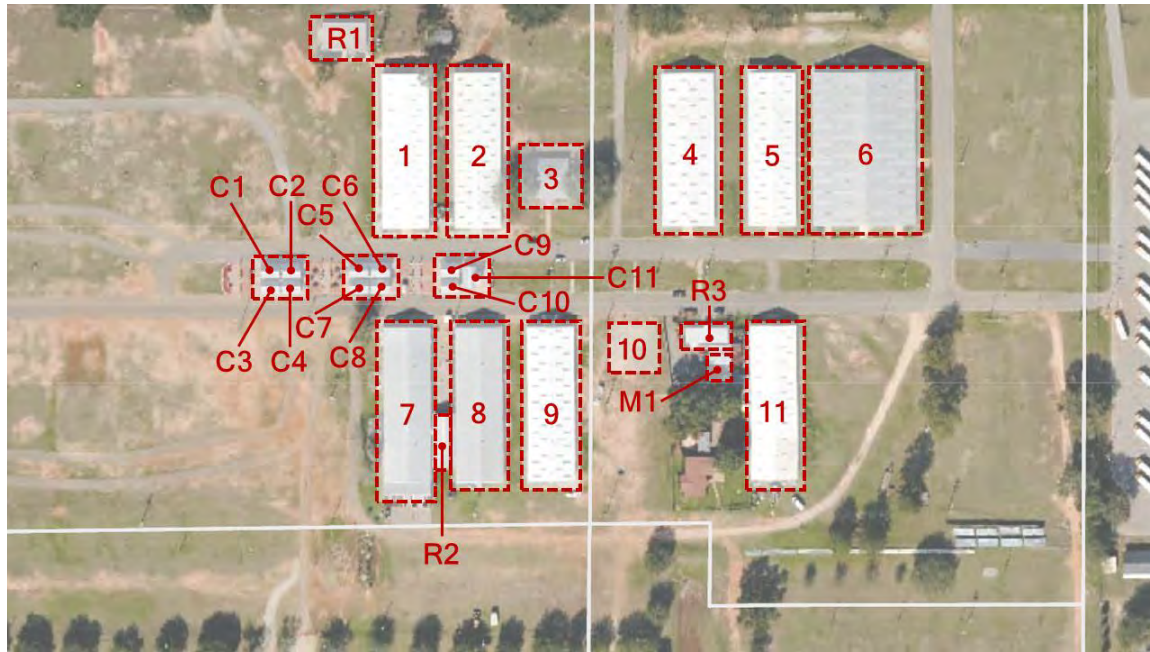
The project team evaluated fairground operations across the southeastern United States to fully understand what types of facilities are needed to support modern fair activities. The team also evaluated current fair operations locally and conducted assessments of the existing facilities and site conditions. Based on this assessment, the following list identifies the key site elements for the fairgrounds to be successful:

- Access and multiple entry points.
- Flat, open, and well drained land.
- Proximity to major transportation corridors.
- Multifunctional areas for indoor and outdoor activities throughout the year.
- Parking to meet event needs, may be shared with adjacent uses.
- Acreage and support amenities to support North Florida Fair activities.

The Fairgrounds continues to be fully operational; and the draft concept plan accounts for successful continuation of the fair activities. However, assessments of existing conditions indicate that much of the land in the leased area is not utilized and many of the structures on the site are at the end of their service life. Other aspects of the site, such as utility infrastructure and stormwater management, are outdated in their design and capacity. Key findings of the existing conditions assessments are included below. The Building Envelope and Roof Assessment Report is included as Attachment #3 and the Existing Conditions Assessment is included as Attachment #4.

Fairground Structures: The review of existing conditions included a site engineering analysis, assessment of the mechanical, electrical, and plumbing systems, and an evaluation of 26 structures constructed between 1956 and 1990 to determine their remaining service life (shown in Figure 3). Of the structures on the Fairgrounds property, only buildings 7, 8, and 3 (office) are climate-controlled. Buildings 7 and 8 are rented for private and community events and used for exhibitions during the North Florida Fair and for various trade shows. The remaining structures are not climate-controlled and are primarily used for exhibitions and activities during the North Florida Fair.

Figure 3: Existing Facilities on the Fairgrounds Property



Many of the buildings show signs of natural wear and deterioration. The roof systems lack proper maintenance and show signs of cracking, aging, and deterioration. The building envelopes and exterior walls show signs of wear, and rust and corrosion due to unsealed openings and moisture intrusion. Various degrees of repair are required to extend the remaining useful life of the **buildings'** exterior walls, roofs, and roof systems. Additionally, the HVAC systems, water heaters, and electrical panels require replacement at various locations. The RV area requires significant site layout and utility improvements, including establishing a sewer line and Department of Health certified dump station. The restroom facilities (R1-R3) have roof systems that are near the end of their expected useful life, with rust and corrosion formed around the unsealed areas.

Stormwater Design: With regards to stormwater design, the fairgrounds property is in a closed drainage sub-basin within the Woodville West Drainage Basin. There is minimal to no formalized drainage collection system on the site. The only onsite stormwater management facility was constructed when the buildings were developed. Improvements to this current stormwater management facility configuration are needed to support improvements to the fairgrounds and any future redevelopment on the entire site. A preliminary review indicates that the water runoff flows towards Capital Park. The topography of this site impacts where stormwater facilities can be feasibly constructed.

Capital Park: As noted above, a preliminary review indicates that the water runoff flows towards Capital Park, which results in flooding of Capital Park. The lower Capital Park ballfield located off Tram Road is the property's lowest point and collects water. The soil conditions of this area contribute to slower drainage. These combined factors lead to extended periods of sitting water at this portion of the property after rain events.

These existing conditions assessments identified areas for improvement as well as the infrastructure needed to support current and potential future activities and uses.

**Recommended Blueprint Investments Reflected in Phase 1 (\$30 million)**

To reflect best practices in modern fair operations, maximize the use of the site, and efficiently and effectively use the currently allocated infrastructure funds, the following Phase 1 improvements, described below, presented in Figure 4, and included as Attachment #5, are recommended to improve and beautify the site:

Figure 4: Recommended Phase 1 Improvements to Improve and Beautify the Fairgrounds (\$30 million)



Site Preparation: The recommended improvements include site preparation, demolition, and grading for a new building and restrooms, new community areas, Capital Park, stormwater ponds, and new stadium parking. Site preparation is a necessary step before other improvements are possible. The estimated cost for site preparation is approximately \$4.0 million.

New Building and Restrooms: The recommended improvements include a new building with indoor meeting space suitable to host community meetings with up to approximately 150 people, central restrooms, and an attached outdoor pavilion for events and public use. The new building and restrooms will require utility upgrades and stormwater management as detailed in the improvements below as the existing infrastructure is inadequate to support the new facility. The estimated cost for the new building with meeting space and central restrooms is approximately \$3.8 million.

Utility Upgrades: The recommended improvements upgrade water, sewer, and electric utility infrastructure for the entire site. The utility upgrades are necessary to support improvements to existing facilities, the development of new facilities, and any other future development on the site. For example, restroom facilities cannot be constructed or improved without first the sewer lines that run underground on the site. The estimated cost for utility upgrades is approximately \$1.1 million.

Stormwater: The recommended improvements include constructing stormwater ponds with beautification, walking paths, and amenities. These improvements are needed to meet current land development regulations as improvements are made on the site. Because of the topography of the site, the stormwater ponds would need to be located on the most southern portion of the site in the existing Capital Park area. The estimated cost for stormwater is approximately \$6.1 million.

Capital Park: To provide space for the stormwater ponds, the recommended improvements include relocating Capital Park to a higher portion of the site with a new playground, and two new ballfields that have field houses with concessions, restroom facilities with outdoor pavilion, and parking. The estimated cost for new Capital Park ballfields is approximately \$3.0 million.

Central Green: The recommended improvements include a new open green, walking paths, enhanced landscaping and beautification, and seating providing a seamless connection to Gene Cox Stadium. The estimated cost for a central green and outdoor pavilion is approximately \$0.5 million.

Midway Exhibition Buildings: The recommended improvements include upgraded utility services; renovation, and repair per the Building Envelope and Roof Assessment Report to buildings 1, 2, 7, and 8; HVAC upgrades at buildings 1, 2, 7, and 8; and, upgrades to an existing restroom at buildings 7 and 8. The estimated cost for renovating existing buildings is approximately \$3.5 million.

Parking Improvements: The recommended improvements include 100+ parking spaces at Capital Park; repairs to existing parking areas west of Gene Cox Stadium; 600+ new parking spaces north and east of Gene Cox Stadium; and, new on-street parking. The estimated cost for parking improvements is approximately \$2.5 million.

Contingency and Additional Beautification: The remaining \$5.5 million is proposed for contingency and additional beautification where feasible.

Residential and Preserved Natural Area: Through private sector investment, the opportunity exists to provide new housing options and partner with private and/or non-profit organizations to bring housing projects across the affordability spectrum to the site.

Mixed-Use Urban Edge: Provides opportunity for private sector investment including mixed-use retail, residential, and lodging concentrated on South Monroe Street. Public and private sector development scenarios based on market analysis will determine the specific site program and types of development in Urban Edge.

### ***Continuation of North Florida Fair Association On-site***

The Fair Association lease expires in 2067. However, the Fair Association lease will need to be renegotiated to move certain Fair Association activities and allow the implementation of the Blueprint improvements. At the same time, the Fair Association will benefit from renovations to existing structures and utility upgrades (electrical, water, and sewer), and landscaping. The Fair Association would also be able to use the Central Green, Outdoor Pavilion, new restrooms, community room, and other open spaces for fair activities.



### ***Leon County School Board Leased Area***

The 7.8-acre Gene Cox Stadium area is leased and operated by Leon County Schools. Blueprint staff met with Leon County Schools to understand current activities at the site and future improvement plans. At this meeting, School Board staff provided a concept (Attachment #6) for renovations to the area's main entrance with improved walkways, landscaping and lighting, and a sports square with a food truck area. The estimated cost, per Leon County Schools, is \$1,737,569, although those improvements remain unfunded by the School Board and are not currently contemplated for Blueprint funding in Phase 1.

### ***Capital Park***

The recommended Blueprint investments include an improved Capital Park complex that provides two new ballfields (replacing two that must be relocated to address drainage and stormwater), a playground, restrooms, concessions, and parking areas. The current 20.1-acre Capital Park is operated and maintained by the City of Tallahassee through a Parks and Recreation Agreement with Leon County. The Fair Association, the City of Tallahassee, and Leon County would need to evaluate the existing long-term lease and recreation agreement to support the construction of an improved Capital Park complex.

### ***Significant Impact of Recommended Improvements***

The recommended improvements detailed above will provide a substantially improved experience for visitors and users of the fairgrounds site. The improvements in infrastructure and buildings will immediately increase the number and types of events held at the site today. The community room, open air pavilion, and supporting new restrooms can be used for fair, community and private events. Residents will be able to enjoy year-round public access to new and improved community spaces and amenities. Visitors staying at the existing RV site will have an improved experience through an enhanced site and enjoy a break at the pocket park before walking the landscaped pedestrian corridor to the Midway Exhibition Area or Gene Cox Stadium. Attendees to the North Florida Fair can enjoy an elevated experience that begins with expanded, paved parking areas and lighted walking paths that extend to new indoor, climate-controlled facilities, restrooms, and activity areas. Families can picnic at the pavilions and take a pleasant nature walk before enjoying a game at Capital Park. Nearby youth and residents will benefit from the new recreational areas, improved sidewalks, and safety improvements. Overall, these improvements will greatly enhance and beautify the fairgrounds site. In addition to significantly benefiting the current uses and activities at the fairgrounds, the recommended improvements also have the added benefit of preparing the site for continued enhancement and redevelopment in the future beyond the current project scope.

## **NEXT STEPS UNDER CURRENT SCOPE FOR THE FAIRGROUNDS**

Should the IA Board accept the Master Plan with recommended improvements utilizing \$30 million in infrastructure funds and direct staff to initiate design of those improvement (Option #1), the next steps in implementing the *Beautification and Improvements to the Fairgrounds* project would be:

- Leon County to initiate lease negotiations with the Fair Association (Spring 2024)

- Blueprint to implement necessary land use changes or Planned Unit Development (PUD) amendments (Spring 2024-Spring 2025)
- Blueprint to begin design of recommended improvements (Summer 2024)
- Blueprint to seek construction authorization from IA Board (Early 2026)
- Blueprint to begin construction (Mid to Late 2026)

**SYNOPSIS OF SECTION 1**

Section 1 above provided a status report on the *Beautification and Improvements to the Fairgrounds* project, including all previous IA Board direction on the project, a Master Plan, and a phased approach for investing \$30 million in infrastructure funds currently budgeted to realize the fastest benefit for the community and beautification of the site.

As requested, Blueprint has completed a full review of the fairgrounds site, evaluated the highest and best use of the property, reviewed prior studies, completed market feasibility analyses for how the property could best be used, engaged the public to gain input on the **community’s** desire for the site, leveraged the professional expertise from consultants and staff, received valuable direction from the IA Board, and worked within the project scope and budget. The Master Plan Phase 1 recommendations are the culmination of these efforts and provides the details for investing the \$30 million in Blueprint infrastructure funds into the fairgrounds. This investment will most quickly achieve long-standing community goals to improve and beautify the fairgrounds while ensuring supportive infrastructure is in place to attract future public and private investment for full implementation of the long-term vision of the site. These improvements are consistent with the project definition and utilize the funds that the Board has allocated to this project. A summary of the Phase 1 recommendations is listed below:

- New building with meeting space and central restrooms.
- New central green and outdoor pavilion for community use and events.
- Renovations to current buildings and restrooms.
- New Capital Park ballfields, restrooms, concessions, and parking spaces.
- New and repaired parking areas surrounding Gene Cox Stadium.
- Stormwater ponds with beautification, walking paths, and amenities.
- Utility upgrades including water, sewer, and electric for the entire fairgrounds site.
- General site preparation, beautification, enhanced functionality, and improvements for both current and future opportunities on most acreage of the current site

The following section provides an analysis of the Phase 2 improvements including the long-term development of the fairgrounds with a focus on athletics and sports tourism.

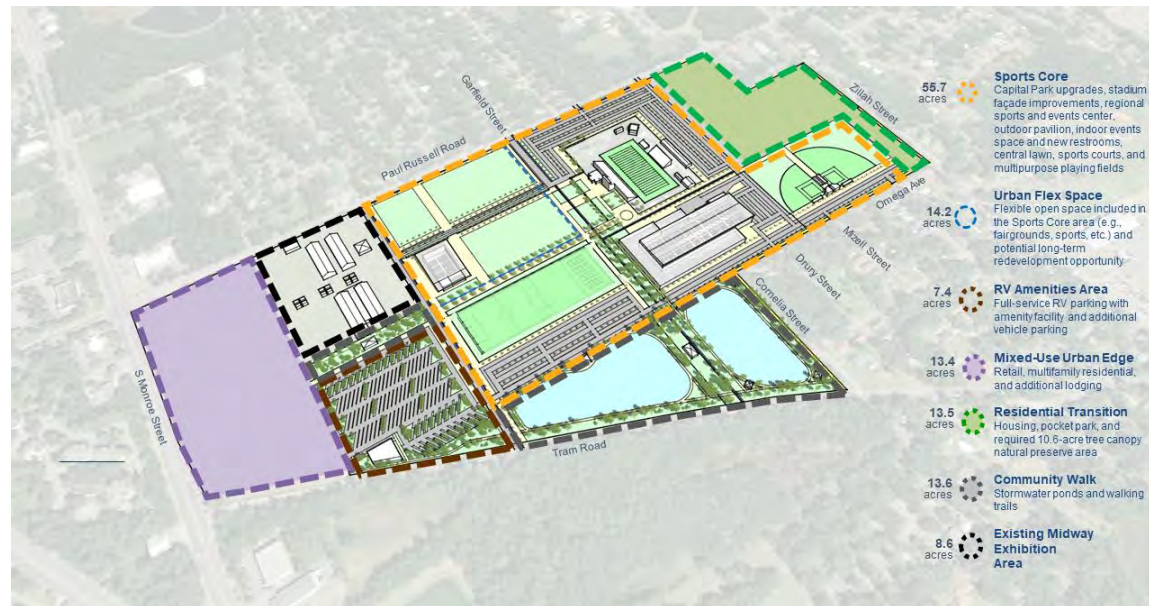
**SECTION 2. PHASE 2 CONSIDERATION OF DEVELOPING A REGIONAL SPORTS FACILITY**

This section of the Master Plan also includes a report on the potential to create a regional sports facility on the fairgrounds site and an analysis of the potential cost.

A second phase of the master plan was developed to a level to determine feasibility in size and cost. The estimated cost for the implementation of a regional sport facility is

approximately \$86 million (in addition to the currently allocated \$30 million), as described later in this item. Based on the substantial funding gap to consider this phase, Blueprint is not recommending this phase. However, a master plan (Figure 5) has been developed for future integration of a sports facility or other land use at a later date.

*Figure 5: Master Plan, Full Build (Phases 1 and 2 Improvements) (\$116 million)*



### Master Plan Districts

The components of the Master Plan Phases 1 and 2 shown above, are presented as Districts, which allow for the division of the property into sections that can be implemented independently and still achieve the overall vision. Some of the components will be able to generate revenue, such as enhanced RV facilities and a multipurpose sports facility, while other community amenities provide quality of life benefits for local residents. Sale or lease of portion of the County owned land may realize funds for the implementation of the long-term vision for the property, however, the value of this land has not yet been ascertained. The Districts from east to west are:

**Residential Transition:** Features new housing, a pocket park, and a required tree canopy preserve. This District provides compatibility and consistency with the surrounding neighborhoods. Opportunity exists to provide new housing options and partner with private and/or non-profit organizations to bring housing projects across the affordability spectrum to the site.

**Sports Core:** Features an integrated, sports-focused area that leverages and complements Capital Park and Gene Cox Stadium. The Sports Core is anchored by the regional sports facility and outdoor fields with flexibility for a variety of sports including basketball, soccer, tennis, roller hockey, and pickleball. An upgraded Capital Park reorients the ballfields and playground. Proposed enhancements by the Leon County School Board to their leased area include facade improvements to the Gene Cox Stadium such as walkways, landscaping and lighting, and a new food truck area. As described earlier in this item, those improvements remain unfunded by the School Board. Parking is proposed to be enhanced and expanded in this area.

**Flexible Open Space:** Features a central green linking the site together with walking trails, lighting, landscaping, and seating. This area can be used for special events, pop-up markets, entertainment, and community gatherings. It can also be used for staging during the annual North Florida Fair and provides a buffer between the Districts.

**Community Walk:** The Fairgrounds property is located within a closed basin, and stormwater treatment will be required for future development. Stormwater facilities will be amenitized with walking trails, landscaping, and seating.

**RV Area:** RV camping is an attractive lodging alternative for many travelers, particularly those traveling to sporting events. Redevelopment of this area requires significant utility upgrades to provide a modern campsite with full-service stalls (water, electric, and sewer) and an indoor amenity facility (shower/restroom, laundry, and recreational rooms).

**Existing Midway Area:** The Existing Midway Area preserves the North Florida Fair Association activities within the site. The area would benefit from significant utility upgrades and targeted building improvements, as well as climate-controlled restroom facilities. The Fair Association would benefit from the use of the outdoor pavilion, flexible open space, enhanced RV area, and multipurpose facility.

**Mixed-Use Urban Edge:** Provides opportunity for private sector redevelopment including mixed-use retail, residential, and lodging concentrated on South Monroe Street. Public and private sector development scenarios based on market analysis will determine the specific site program and types of development in Urban Edge.

The Master Plan leverages the existing site assets to create a Southside and regional hub that is anchored in sports tourism and provides a catalyst for community and economic redevelopment. To implement the full vision, it is necessary to reorganize the existing facilities, multi-use spaces, natural areas, and parking areas to support necessary infrastructure improvements and future development.

### ***Multipurpose Sports Facility Study***

To consider including a multipurpose sports facility in the Master Plan, a feasibility analysis evaluating the market, economic impact, and financial performance must be completed. As such, the project team completed a Multipurpose Sports Facility Study (Study), provided as Attachment #8, which examined the market feasibility of a multipurpose facility at the Fairgrounds, the facility size needed to be competitive in the regional market and meet local needs, and the long-term operations and maintenance costs. It was conducted by the sports/recreation and event **industry's** leading research, planning, development, and management firms with expertise in creating plans for successful facilities that positively impact sports tourism. This **study's** findings led to the Master Plan Phase 2 included as attachment 7.

Market analyses indicate that there is sufficient outdoor play space in the Tallahassee-Leon County area to accommodate future needs but there is a growing need for an indoor facility with space to accommodate large sporting tournaments, conventions, community meetings, and events to meet regional sports activities. The Study revealed that Tallahassee-Leon County is well-positioned to attract visitors to sports tournaments and events within a 6-hour drive time. Within this target market, basketball, volleyball, and pickleball have the highest participation rates and generate the largest volume of

tournaments. Tournaments are increasing in frequency (number of events per year) and participation (number of teams); however, the existing sports tourism and events facilities in both the local and regional market lack sufficient indoor court space to accommodate this growth. A new facility in this target market would need to offer at least 10 full basketball courts (which easily convert into 20 volleyball courts) to maintain competitiveness with existing built and planned facilities. It is also important for any new facilities to differentiate themselves through sports and non-sport event inventory and quality. While a sports-driven facility will attract the highest volume of events and participants, for the facility to be a community and economic asset, it will also need to be accessible for non-sport events as well. The facility shown in the draft regional sports facility concept plan includes meeting and conference space, and flexible courts that can be rented by local individuals and organizations year-round. These areas can also be used for concerts, trade shows, weddings, and fairs.

The Study concludes that a minimum of 10 Basketball/20 Volleyball Courts are required to be regionally competitive in the sports tourism industry, in addition to multipurpose areas. Such a facility would be approximately 169,000 square-foot in size with an estimated cost of \$62.7 million. The projected economic impact of constructing this type of facility is \$76.6 million and the creation of 425 temporary construction jobs. The projected economic impact for the first five years of operations is \$104 million and the generation of over 200 new, permanent jobs. By Year 5, the projected combined economic impact of this type of **facility's** construction and operation is over \$180 million and 625 jobs. In the sports tourism industry, this type of facility would be considered high-performing model, and would typically be expected to mature between Years 5 and 10 of operation. At that point, this type of facility becomes self-sustaining and generates a small profit. This does not account for the initial cost of constructing the facility. A summary of economic impacts generated by the proposed Center during the first five years is provided in Figure 6.

Figure 6: Projected Economic Impact of the Regional Sports Tourism and Events Center

<b>Number of Events Per Year</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Basketball Tournaments	9	10	11	13	13
Volleyball Tournaments	9	11	12	13	13
Seated Court Events	2	3	4	4	4
Other Tournaments/Events	9	11	13	14	14
Meetings and Non-Sports Events	16	16	17	17	18
<b>Total Events Per Year</b>	<b>45</b>	<b>51</b>	<b>57</b>	<b>61</b>	<b>62</b>

<b>Per Person Spending By Category</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Lodging/Accommodations	\$40.08	\$40.68	\$41.29	\$41.91	\$42.54
Dining/Groceries	\$48.00	\$48.72	\$49.45	\$50.19	\$50.95
Transportation	\$8.16	\$8.28	\$8.41	\$8.53	\$8.66
Entertainment/Attractions	\$3.84	\$3.90	\$3.96	\$4.02	\$4.08
Retail	\$22.56	\$22.90	\$23.24	\$23.59	\$23.94
Miscellaneous	\$12.96	\$13.15	\$13.35	\$13.55	\$13.76
<b>Total</b>	<b>\$135.60</b>	<b>\$137.64</b>	<b>\$139.70</b>	<b>\$141.80</b>	<b>\$143.92</b>

<b>Economic Impact Drivers</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market - Overnight	77,530	105,240	120,476	146,294	146,461
Room Nights	17,866	24,609	28,152	34,605	34,643

<b>Economic Impact</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending - Overnight	\$10,513,259	\$14,485,017	\$16,830,723	\$20,744,144	\$21,079,357
Total Indirect Spending	\$2,573,057	\$3,545,121	\$4,119,219	\$5,077,005	\$5,159,046
<b>Total Economic Impact</b>	<b>\$13,086,316</b>	<b>\$18,030,138</b>	<b>\$20,949,941</b>	<b>\$25,821,150</b>	<b>\$26,238,404</b>

**Key Findings of the Multipurpose Sports Facility Study**

In summary, the Sports Facility Study indicates that:

- Tallahassee-Leon County is well-positioned to attract visitors to sports tournaments and events within a 6-hour drive time.
- A minimum of 10 Basketball/20 Volleyball Courts are required to be regionally competitive in the sports tourism industry.
- To be competitive, new facilities need to differentiate themselves through sports and non-sport event inventory and quality.
- A competitive facility in our market would be approximately 169,000 square-foot in size with an estimated cost of \$62.7 million.
- The projected economic impact of constructing this type of facility is \$76.6 million and the creation of 425 temporary construction jobs.

**Budget Analysis and Funding the Implementation of the Master Plan – Phase 2**

As noted in an earlier section of this item, previous IA Board action allocated \$30 million of infrastructure funds to the *Beautification and Improvements to the Fairgrounds* project. This funding is at a sufficient level to make the recommended Master Plan’s Phase 1 Blueprint investments to improve and beautify the fairgrounds. The project is programmed to be fully funded at \$30 million by FY 2026 per the IA Board-approved FY 2024-2028 Capital Improvement Plan with construction beginning late 2026.

The estimated cost for the complete implementation (Phases 1 and 2) of the long-term vision illustrated in the Master Plan is approximately \$116 million (\$86 million in

addition to the currently allocated \$30 million). No additional funds exist to cover the \$86 million additional Phase 2 cost. Allocating additional sales surtax funds to the *Beautification and Improvements to the Fairgrounds* project would result in insufficient funds to complete the currently approved Blueprint Infrastructure projects. Therefore, staff is not recommending Phase 2. Additional funding strategies and mechanisms to incrementally implement the long-term vision, such as public-private partnerships, legislative appropriations, grants, special taxing districts, incentives, and selling portions of the site for private development would have to be considered over time.

A combination of funding sources and mechanisms would be needed. This section provides an overview of how private sector developers or public-private partnerships have been used to implement regionally significant sports tourism centers in other markets.

The project team reviewed facilities of a similar size. In numerous instances, an indoor multipurpose sports facility was developed as part of a larger private development that often included commercial and residential uses and, in some instances, including a hotel. In each of these, the indoor sports facility served as the anchor for the other development.

The Fairgrounds property has attractive features for land developers: access via highway and multiple street frontages, multiple entry points, little floodplain, and minor wetlands. In addition to significantly benefiting the current uses and activities at the fairgrounds, the recommended improvements using the \$30 million allocated to the project, described previously in this item, also have the added benefit of preparing the site for continued improvements in the future. If completed with a longer-term vision in mind, necessary improvements such as site preparation and grading, utilities, and stormwater **management would also offer a 'pad-ready' site for future development. This preparation produces cost savings and streamlines the future building process and timeline. In today's** development climate, a prepared site that is shovel-ready maximizes developer interest due to the minimized construction complexities and developer risk. In addition, Leon County as the landowner could consider other incentives, such as reduced or free land, to promote private sector investment and development.

Leon County could sell portions of the fairgrounds site and reinvest the proceeds into the Fairgrounds. Current market conditions would support residential development but would not likely support commercial development at this time. The eastern most 13.5 acres of the fairgrounds site contains a required 10.6-acre tree canopy natural preserve area; however, the remaining 2.8 acres could be developed with housing. The value of this land has not yet been ascertained, but would be as part of a future implementation effort.

If the IA Board directs the implementation of the Phase 1 improvements, Blueprint would invest \$30 million in infrastructure funds to improve and beautify the fairgrounds. These improvements to the fairgrounds could spur increased private sector interest in the area, making commercial or mixed-use development feasible. As shown in the Master Plan, the 13.4 acres fronting South Monroe Street could be developed with retail, multifamily residential, hotel and lodging, additional RV sites, and other mixed-use developments. Revenues from the sale of this area could also be reinvested into the site.

**SYNOPSIS OF SECTION 2**

Building on the \$30 million investment described as Phase 1 in Section 1, Section 2 provides an analysis of the long-term development of the fairgrounds with a focus on athletics and sports tourism, including a multipurpose sports facility and sports complex. The estimated cost for the complete implementation of the long-term vision illustrated in the concept plan and presented as Phase 2 is approximately \$116 million (\$86 million in additional unallocated funds needed to the currently allocated \$30 million).

Phase 2 of the Master Plan requires a substantial amendment to expand the scope of the project. Further identification of mechanisms to address the \$86 million funding gap, additional analyses, and a significantly expanded timeline. For these reasons, Phase 2 is not recommended.

**SECTION 3. CONCLUSION AND NEXT STEPS**

This item seeks Blueprint Intergovernmental Agency Board of Directors (IA Board) acceptance of the *Beautification and Improvements to the Fairgrounds* Master Plan and IA Board direction to initiate design of the Phase 1 improvements (\$30 million), presented as Option #1.

Should the IA Board accept the Master Plan and direct the design to start for the Phase 1 improvements (\$30 million) for improving and beautifying the fairgrounds site, staff will proceed with procurement of design services. Upon approval of the Master Plan, lease negotiations with the Fair Association and the negotiations of other agreements affecting the site will commence by Leon County. While the negotiations are underway, any land use changes or amendments to the existing Fairgrounds PUD can also begin. The project is programmed to be fully funded at \$30 million by FY 2026 per the IA Board-approved FY 2024-2028 Capital Improvement Plan. This funding would be used to construct the recommended Blueprint investments (Master **Plan's** Phase 1 improvements) beginning in 2026.

Action by the TCC and CAC: This item was not presented to the TCC or CAC at their February meetings. However, the CAC received an update on this project at their October 26, 2023 meeting.

**OPTIONS:**

- Option 1: Accept Phase 1 of the Master Plan and direct staff to initiate design of the Phase 1 improvements utilizing the funding currently allocated to the project.
- Option 2: IA Board Direction.

**RECOMMENDED ACTION:**

- Option 1: Accept Phase 1 of the Master Plan and direct staff to initiate design of the Phase 1 improvements utilizing the funding currently allocated to the project.

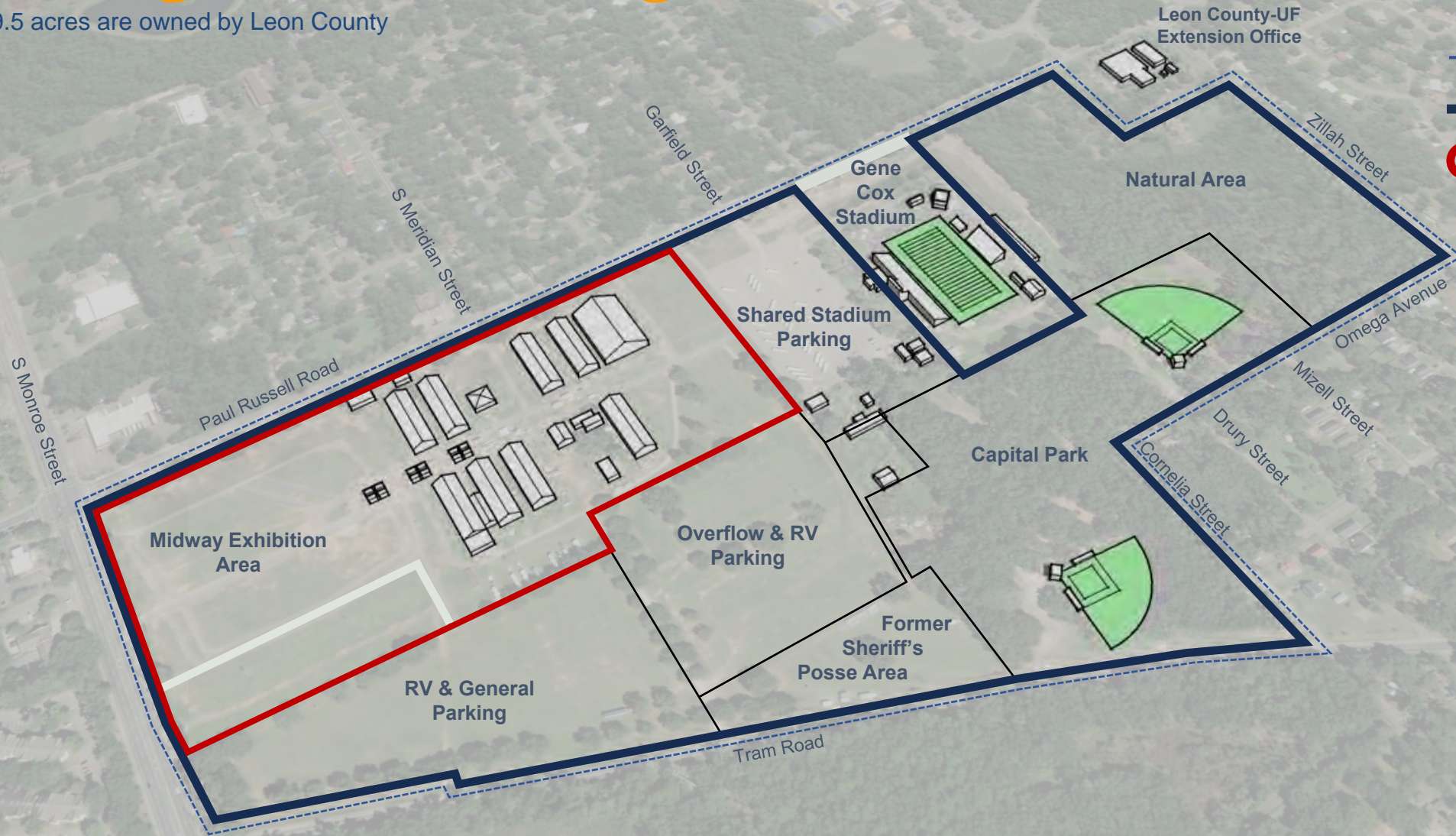


Attachments:

1. Fairgrounds: Existing Uses and Acreages
2. Fairgrounds: Existing Leases and Agreements
3. Building Envelope and Roof Assessment Report
4. Existing Conditions Assessment
5. Phase 1 Improvements for the Beautification and Improvements to the Fairgrounds Project
6. School Board Concept for Gene Cox Stadium Renovations
7. Master Plan
8. Multipurpose Sports Facility Study

# Existing Uses & Acreages

All 119.5 acres are owned by Leon County



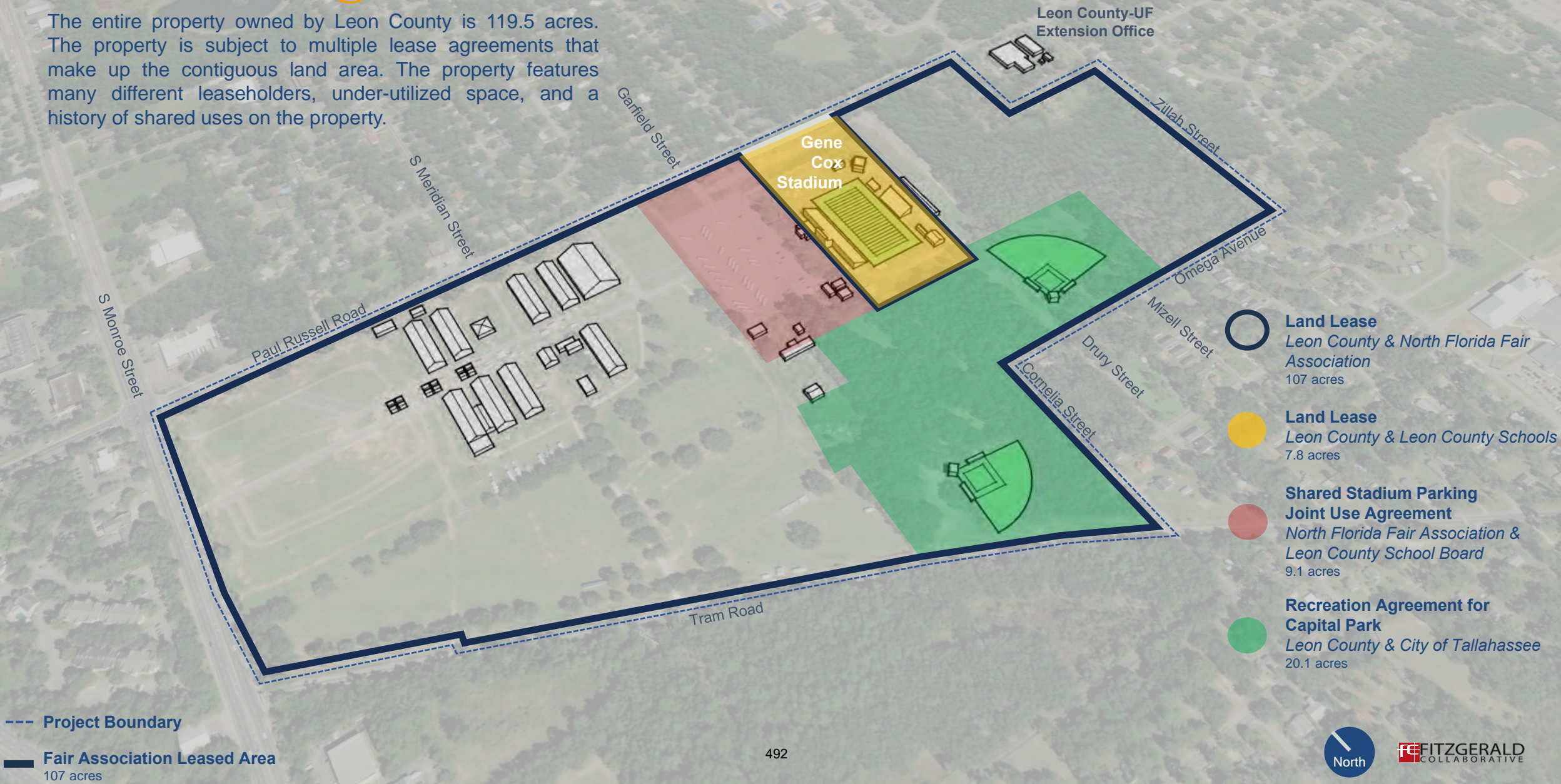
- Project Boundary
- Fair Association Leased Area  
107 acres
- Midway Exhibition Area\*  
31.9 acres
- RV & General Parking  
9.3 acres
- Overflow & RV Parking  
8.4 acres
- Former Sheriff's Posse Area  
5.2 acres
- Shared Stadium Parking  
9.1 acres
- Capital Park  
20.1 acres
- Natural Area  
23 acres
- Gene Cox Stadium  
7.8 acres
- Leon County Extension Office  
4.2 acres
- Paul Russell Road ROW  
0.5 acres

\*The nearly 32 acres of the Midway Exhibition Area is the primary area of land used by the Fair Association for the majority of a given year.

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# Leases & Agreements

The entire property owned by Leon County is 119.5 acres. The property is subject to multiple lease agreements that make up the contiguous land area. The property features many different leaseholders, under-utilized space, and a history of shared uses on the property.



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# BUILDING ENVELOPE & ROOF ASSESSMENT REPORT

North Florida Fairgrounds  
441 Paul Russell Road  
Tallahassee, Florida 32301



## PREPARED FOR:

### Fitzgerald Collaborative

1213 Miccosukee Road  
Tallahassee, Florida 32308

NOVA Project Number: 10117-0522003

Report Date: July 29, 2022



July 29, 2022

**Fitzgerald Collaborative Group, LLC**  
1213 Miccosukee Road  
Tallahassee, Florida 32308

**Attention: Mr. Donald Gray Jr, AIA**

**Subject: North Florida Fairgrounds – Multiple Buildings  
Building Envelope & Roof Assessment Report**  
441 Paul Russell Road  
Tallahassee, Florida 32301  
NOVA Project Number 10117-0522003

Dear Mr. Gray:

**NOVA Engineering and Environmental, LLC (NOVA)** has completed the *Building Envelope and Roof Assessment Services* for the multiple buildings associated with the North Florida Fairgrounds complex located at 441 Paul Russell Road in Tallahassee, Florida. The work was performed in general accordance with NOVA Proposal Number 017-05229344 dated February 8, 2022, and the contract dated June 13, 2022 executed by NOVA and Fitzgerald.

The attached report presents our understanding of the project information, a description of the observed condition and our findings and conclusions. We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

**Sincerely,**  
**NOVA Engineering and Environmental, LLC**

A blue ink signature of Desiré Mahanna, consisting of a stylized 'D' followed by a wavy line.

Desiré Mahanna  
Business Unit Manager

A blue ink signature of James C. Keeney, appearing as a series of connected, somewhat abstract strokes.

James C. Keeney, CCC, GC  
Vice President/Principal

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### APPENDICES

- A – Detailed Opinion of Costs
- B – Photographic Documentation



## 1.0 EXECUTIVE SUMMARY

### 1.1 GENERAL

**NOVA Engineering and Environmental, LLC** (NOVA) performed the *Building Envelope and Roof Assessment Services* on multiple buildings throughout the North Florida Fairgrounds complex located at 441 Paul Russell Road in Tallahassee, Florida.

The considered portion of the North Florida Fairgrounds complex consists of twenty-five (25) single-story buildings constructed during various years from 1956 to 1990 according to the Leon County Property Appraiser website. The buildings' framing primarily consists of steel framing column members, steel joists and girders supporting the roof systems. The buildings' exterior walls typically consist of a combination of metal wall panels and paint finished and/or stucco finished concrete masonry unit (CMU) block walls. The buildings' fenestrations consist of aluminum framed fixed windows, overhead doors and metal service doors. The building's roof systems are constructed of a combination of steep sloped metal roof panels with translucent "skylight" panels and low sloped modified bitumen built up roof (BUR) systems with granular cap sheet as well as single ply thermoplastic polyolefin (TPO) membrane systems over insulation and steel decking. The total square footage of the buildings associated with this building envelope & roof systems assessment is approximately 147,600.

### 1.2 PURPOSE

This assessment was performed allowing NOVA to assist the Client in reviewing and evaluating the current condition of the exterior walls and roof systems as it relates to potential moisture intrusion and moisture resistance capabilities as well as for approximate remaining service life. The focus of our services was on the building envelope & roof systems. At the request of client and project circumstances, NOVA services provided varied in some cases from our proposal.

No other building systems were observed, only those outlined, nor was the entire building envelope of all building were assessed. NOVA makes no representation regarding the future or potential use of the Subject Property, except for those items explicitly stated in this report. NOVA did not perform a structural or environmental assessment.

The intent of this inspection is to provide general, prevailing conditions regarding the specific items listed above at the locations investigated. This document is not to be considered an as-built description. Access to the roof areas was provided by NOVA utilizing a mechanical arial lift, with permission by client. Visual observations were performed from ground level as well as accessible roof areas.

### 1.3 SUMMARY

The buildings appear in generally good overall condition. However, NOVA identified various deficiencies in the current condition of the existing building envelope and roof systems and has prepared an opinion of remaining useful life for each of the buildings as well as an opinion of costs for repair, remediation or replacement of envelope and roof components as immediate needs (0-1 year), short term needs (1-3 years) and long term needs (5-10 years).

Building Designation	Approximate SF	Estimated Costs 1-10 years	Remaining Useful Life- Façade	Remaining Useful Life - Roof
<b>Bldgs. C1-C4</b>	2,005	\$10,000	25+ Years	20 Years
<b>Bldgs. C5-C8</b>	2,005	\$8,500	25+ Years	20 Years
<b>Bldgs. C9-C11</b>	1,790	\$8,500	25+ Years	20 Years
<b>Bldg. 1</b>	12,370	\$9,500	20+ Years	20 Years
<b>Bldg. 2</b>	12,370	\$14,800	20+ Years	20 Years
<b>Bldg. 3</b>	2,750	\$17,300	20+ Years	20 Years
<b>Bldg. 4</b>	13,755	\$9,650	20+ Years	20 Years
<b>Bldg. 5</b>	12,520	\$103,250	20+ Years	5 Years
<b>Bldg. 6</b>	26,965	\$230,720	20+ Years	10 Years
<b>Bldg. 7</b>	14,835	\$28,700	20+ Years	20 Years
<b>Bldg. 8</b>	12,280	\$17,500	20+ Years	20 Years
<b>Bldg. 9</b>	12,415	\$6,300	20+ Years	20 Years
<b>Bldg. 10</b>	1,505	\$2,200	20+ Years	25 Years
<b>Bldg. 11</b>	12,975	\$94,837	20+ Years	10 Years
<b>Bldg. R1</b>	2,055	\$21,750	20+ Years	15 Years
<b>Bldg. R2</b>	2,220	\$4,000	20+ Years	20 Years
<b>Bldg. R3</b>	1,265	\$19,030	20+ Years	5- 7 Years
<b>Bldg. M1</b>	1,520	\$20,660	15 Years	5-10 Years

## 2.0 SCOPE OF SERVICES

### 2.1 BUILDING ENVELOPE/ROOF CONDITION ASSESSMENT WITH TESTING SUPPORT

NOVA performed a building envelope and roof systems assessment. Our observations were intended to:

- Provide a point in time documentation of the existing conditions of the building envelope systems
- Identify items that need repair, remediation or replacement
- Assess the overall condition of the systems or assembly in terms of overall life cycle and where it stands in comparison to that life cycle to obtain a remaining useful life estimate for the building as it pertains to the envelope and roof systems.
- NOVA provided limited building envelope testing to support our condition assessment on Buildings 7 and 8 where moisture intrusion was reported.

Our report identifies the asset observed with a description of the items inspected. The focus is to generally assign a condition to the asset and depict deficiencies in writing with subsequent photographic documentation. The recommendations consist of a design determination for the asset for repair and/or replacement and approximate timeframe for which this repair/replacement should occur.

### 3.0 BUILDING ENVELOPE/ROOF CONDITION ASSESSMENT

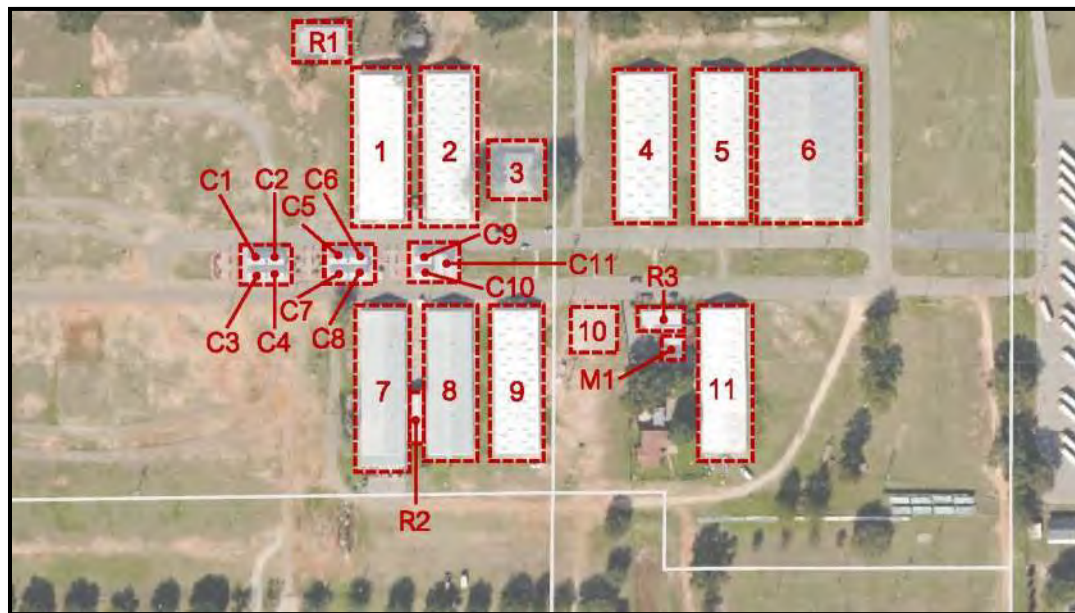
#### 3.1 GENERAL BUILDING ENVELOPE AND ROOF DISCUSSION

The North Florida Fairgrounds complex consists of twenty-five (25) single-story buildings constructed during various years from 1956 to 1990 according to the Leon County Property Appraiser website. The buildings’ framing primarily consists of steel framing column members, steel joists and girders supporting the roof systems. The buildings’ exterior walls typically consist of a combination of metal wall panels and paint finished concrete masonry unit (CMU) block walls. The building’s fenestrations consist of aluminum framed entrances and storefronts as well as inoperable window units. The building’s roof systems are constructed of a combination of steep sloped metal roof panels with translucent “skylight” panels and low sloped modified bitumen built up roof (BUR) systems with granular cap sheet as well as single ply thermoplastic polyolefin (TPO) membrane systems over insulation and steel decking.

NOVA was not provided historical property information from the client. No maintenance records or construction documents were provided to NOVA to confirm the buildings’ construction or overall age. NOVA utilized historical Google Earth aerial imagery and available data from the Leon County Property Appraiser and Leon County Permit Record Search tools to assist in determining the approximate age of the roof systems. NOVA’s determined age of the systems is subjective.

The total square footage of the twenty-five buildings associated with the building envelope and roof systems assessment is approximately 147,600.

For the purpose of this report, the buildings are referenced and identified as depicted in the following image:



### 3.1.1 BUILDING ENVELOPE (EXTERIOR WALLS)

Building C1 – C4. These concession buildings are situated in a quad-cluster type setting adjoined with concrete masonry divider walls. The buildings are constructed primarily of concrete masonry unit (CMU) block and plywood exterior wall siding with a painted finish. Fenestrations include metal service doors at the rear of the buildings and coiling overhead doors with screens at the concessions service windows. A concrete counter is provided at the concessions service windows. Concrete columns provide support for the roof overhang at the concessions service window side of each building.

Building C5 – C8. These concession buildings are situated in a quad-cluster type setting adjoined with concrete masonry divider walls. The buildings are constructed primarily of concrete masonry unit (CMU) block and plywood exterior wall siding with a painted finish. Fenestrations include metal service doors at the rear of the buildings and coiling overhead doors with screens at the concessions service windows. A concrete counter is provided at the concessions service windows. Concrete columns provide support for the roof overhang at the concessions service window side of each building.

Building C9 – C11. These concession buildings are situated in cluster of three setting adjoined with concrete masonry divider walls. The buildings are constructed primarily of concrete masonry unit (CMU) block and plywood exterior wall siding with a painted finish. Fenestrations include metal service doors at the rear of the buildings and coiling overhead doors with screens at the concessions service windows. A concrete counter is provided at the concessions service windows. Concrete columns provide support for the roof overhang at the concessions service window side of each building.

Building 1. The building envelope is comprised of painted metal wall panels on the east, west and north elevations. The panels are fastened to structural steel support columns and beams. The south elevation is comprised of a cultured stone and painted metal wall panels. Fenestrations include overhead doors, aluminum framed fixed inoperable windows and metal service doors.

Building 2. The building envelope is comprised of painted metal wall panels. The panels are fastened to structural steel support columns and beams. Fenestrations include overhead doors, aluminum framed fixed inoperable windows and metal service doors.

Building 3. The building envelope is comprised primarily of painted CMU block. Fenestrations include double metal entry doors and aluminum framed inoperable fixed window systems. The four corners of the building have custom corner windows assemblies also comprised of aluminum framing. Wood soffit is provided under roof overhangs along the building perimeters.

Building 4. The building envelope is comprised primarily of metal wall panels. The metal wall panels extend approximately  $\frac{3}{4}$  the height of the east and west walls and

the balance of the wall section is complete with chicken wire in an open-air design. The north and south elevations are primarily comprised of metal wall panels. The metal panels are fastened to structural steel support columns and beams. Fenestrations include overhead doors and metal service doors.

Building 5. The building envelope is comprised primarily of metal wall panels situated atop a CMU block wall with a painted stucco finish. The upper final portion of the east and west elevations include an open-air design with chicken wire in the openings. This design is carried through the north and south elevations mid sections as well. Fenestrations include coiling overhead doors and metal service doors.

Building 6. The building envelope is comprised primarily of metal wall panels. The panels are situated atop a CMU block wall with a painted finish on the north, east and west elevations and run from grade level to roof level on the south elevations. The upper final portion of the east and west elevations include an open-air design with chicken wire in the openings. The metal panels are fastened to structural steel support columns and beams. Fenestrations include coiling overhead doors and metal service doors.

Building 7. The building envelope is primarily comprised of painted metal wall panels on the east, west and south elevations. The north elevation is comprised of a combination of metal wall panels and EIFS. The metal panels are fastened to structural steel support columns and beams. Fenestrations include overhead doors, aluminum framed fixed inoperable windows and metal service doors.

Building 8. The building envelope is primarily comprised of painted metal wall panels on the east, west and south elevations. The north elevation is comprised of a combination of metal wall panels and EIFS. The metal panels are fastened to structural steel support columns and beams. Fenestrations include overhead doors, aluminum framed fixed inoperable windows and metal service doors.

Building 9. The building envelope is comprised of painted metal wall panels. The panels are fastened to structural steel support columns and beams. Fenestrations include overhead doors, aluminum framed fixed inoperable windows and metal service doors.

Building 10. This pavilion structure is constructed of wood framing with and steel bar joists supporting the roof system. Half walls are provided which have a corrugated metal wall panel attached to the wood framing. Wood planking is provided at the upper portion of the structure at all elevations.

Building 11. The building envelope is comprised primarily of metal wall panels situated atop a CMU block wall with a painted stucco finish. The upper final portion of the east and west elevations include an open-air design with chicken wire in the openings. This design is carried through the north and south elevations mid sections as well. Fenestrations include coiling overhead doors and metal service doors.

Building R1. The building envelope is comprised primarily of painted CMU block. Fenestrations include metal entry doors and open-air screened window openings.

Building R2. The building envelope is comprised primarily of painted CMU block. Fenestrations include metal entry doors and open-air screened window openings.

Building R3. The building envelope is comprised primarily of painted CMU block. Fenestrations include metal entry doors and open-air screened window openings.

Building M1. The building envelope is primarily comprised of painted wood T1-11 siding and metal wall panels. Fenestrations include aluminum framed operable windows and metal doors.

### 3.1.2 ROOF SYSTEMS

Building C1 – C4. Construction of roof systems associated with these buildings consists of steep sloped metal roof panels with metal ridge cap over plywood decking supported by wood framed trusses and joists. Roof panels are mechanically fastened to wood framing members with exposed fasteners. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters discharging storm water onto the grade below.

Building C5 – C8. Construction of roof systems associated with these buildings consists of steep sloped metal roof panels with metal ridge cap over plywood decking supported by wood framed trusses and joists. Roof panels are mechanically fastened to wood framing members with exposed fasteners. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters discharging storm water onto the grade below.

Building C9 – C11. Construction of roof systems associated with these buildings consists of steep sloped metal roof panels with metal ridge cap over plywood decking supported by wood framed trusses and joists. Roof panels are mechanically fastened to wood framing members with exposed fasteners. Roof penetrations consist of PVC vent through pipe flashed with rubberized boots. Drainage is achieved via sheet flow to roof perimeters discharging storm water onto the grade below.

Building 1. Construction of roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 2. Construction of roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel

framing members with exposed fasteners and neoprene washers. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water on the grade below. A shed is attached to the building consisting of corrugated metal roof panels. No roof penetrations are associated with the shed and drainage is achieved via sheet flow to the east side of the roof area discharging water directly onto the grade below.

Building 3. Construction of roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. Roof penetrations consist of plumbing ventilation piping and overhead power connections that are flashed with rubber boots, metal clamps, and sealant. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 4. Construction of roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 5. Construction of roof system associated with this building consists of steep sloped corrugated metal roof panels and metal ridge cap supported by steel framing members. Translucent skylights are located throughout the roof area. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. Roof penetrations consist of exhaust fans with metal flashing details. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below. A shed is attached to the building consisting of architectural shingles. Roof penetrations associated with the shed consist of vent piping flashed with lead boots and drainage is achieved via sheet flow to the north side of the roof area discharging water directly onto the grade below.

Building 6. Construction of roof system associated with this building consists of steep sloped metal roof panels with galvanized finish and metal ridge cap supported by steel framing members. Translucent skylights are located throughout the roof area. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. North and south roof perimeters consist of metal flashing. Roof penetrations consist of exhaust fans situated through the roof with sealant as well as vent pipes with metal flashing and sealant. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 7. Construction of roof system associated with this building consists of steep sloped metal roof panels with galvanized finish and vented metal ridge cap supported



by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. North and south roof perimeters consist of metal flashing. Roof penetrations consist of exhaust fans situated through the roof with metal flashing and sealant as well as vent pipes with rubber boots, metal clamps, and sealant. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below. A shed is attached to the building consisting of metal roof panels. No roof penetrations are associated with the shed and drainage is achieved via sheet flow to the south side of the roof area discharging water directly onto the grade below.

Building 8. Construction of roof system associated with this building consists of steep sloped metal roof panels with galvanized finish and vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. North and south roof perimeters consist of metal flashing. Roof penetrations consist of exhaust fans situated through the roof with metal flashing and sealant. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 9. Construction of roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building 10. Construction of the roof system associated with this building consists of steep sloped metal roof panels with a galvanized finish and a metal ridge cap supported by wood framing members and steel girders. Roof panels are mechanically fastened to wood framing members with exposed fasteners and neoprene washers. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly onto the grade below.

Building 11. Construction of the roof system associated with this building consists of steep sloped corrugated metal roof panels and metal ridge cap supported by steel framing members. Translucent skylights are located throughout the roof area. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. North and south roof perimeters consist of metal flashing. Roof penetrations consist of exhaust fans with metal flashing details. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building R1. Construction of the roof system associated with this building consists of low sloped single ply membrane, typically thermoplastic polyolefin (TPO) over the building's perimeters and secured beneath a mechanically fastened termination bar. Roof penetrations consist of plumbing ventilation pipes and overhead power

connections that are flashed with rubber boots, metal clamps, and sealant. Drainage is achieved via sheet flow created by engineered sloping of rigid tapered insulation to building perimeters discharging directly onto the grade below.

Building R2. Construction of the roof system associated with this building consists of steep sloped metal roof panels with galvanized finish and vented metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners and neoprene washers. Roof penetrations consist of vent pipes flashed with rubber boots, metal clamps, and sealant. Drainage is achieved via sheet flow to roof perimeters into gutter and downspout systems and discharging water directly on the grade below.

Building R3. Construction of the roof system associated with this building consists of low sloped modified bitumen built up roof (BUR) with granular cap sheet terminating at building perimeters beneath metal drip edge counter flashing. Roof penetrations consist of vent pipes and overhead power connections flashed with lead boots. Drainage is achieved via sheet flow created by engineered sloping of rigid tapered insulation to building perimeters discharging directly onto the grade below.

Building M1. Construction of the roof system associated with this building consists of steep sloped corrugated metal roof panels and metal ridge cap supported by steel framing members. Roof panels are mechanically fastened to steel framing members with exposed fasteners. No roof penetrations were present. Drainage is achieved via sheet flow to roof perimeters discharging water directly onto the grade below.

## 4.0 FINDINGS, CONCLUSIONS & OPINION OF REMEDIATION COSTS

### 4.1 FINDINGS & CONCLUSIONS

NOVA performed building envelope and roof observations throughout the structures associated with the North Florida Fairgrounds complex. The buildings' framing primarily consists of steel framing column members, steel joists and girders supporting the roof systems. The buildings' exterior walls typically consist of a combination of metal wall panels and paint finished concrete masonry unit (CMU) block walls. The building's fenestrations consist of aluminum framed entrances and storefronts as well as inoperable window units. The building's roof systems are constructed of a combination of steep sloped metal roof panels with translucent "skylight" panels and low sloped modified bitumen built up roof (BUR) systems with granular cap sheet as well as single ply thermoplastic polyolefin (TPO) membrane systems over insulation and steel decking.

#### 4.1.1 BUILDING ENVELOPE (EXTERIOR WALLS)

Building C1 – C4. The building envelope systems associated with these buildings appeared to be in overall good condition. However, plywood siding above the concessions windows as well as on the rear of the buildings was observed to showing some aging and deterioration as a result of exposure to the elements. NOVA recommends replacing the impacted siding. Isolated areas of stucco at the rear of the buildings above the plywood siding appeared to have some moisture relating damage, which should be repaired. The ends of the wood trusses exposed to the elements were observed to have minor deterioration. The divider wall constructed of CMU block with a stucco finish between the buildings was observed to have delaminating and cracked stucco which will require the removal of the existing stucco and replacement with new. Periodic painting of the buildings every 5-7 years should be performed. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to exceed 30+ years.

Building C5 – C8. The building envelope systems associated with these buildings appeared to be in overall good condition. However, plywood siding above the concessions windows as well as on the rear of the buildings was observed to showing some aging and deterioration as a result of exposure to the elements. NOVA recommends replacing the impacted siding. The divider wall constructed of CMU block with a stucco finish between the buildings was observed to have delaminating and cracked stucco which will require the removal of the existing stucco and replacement with new. Periodic painting of the buildings every 5-7 years should be performed. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to exceed 30+ years.

Building C9 – C11. The building envelope systems associated with these buildings appeared to be in overall good condition. However, plywood siding above the

concessions windows as well as on the rear of the buildings was observed to showing some aging and deterioration as a result of exposure to the elements. NOVA recommends replacing the impacted siding. The divider wall constructed of CMU block with a stucco finish between the buildings was observed to have delaminating and cracked stucco which will require the removal of the existing stucco and replacement with new. Periodic painting of the buildings every 5-7 years should be performed. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to exceed 30+ years.

Building 1. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels that have been damaged by impact or other means. Minor corrosion was observed at isolated areas of wall panels which should be cleaned, treated with an anticorrosive and repainted. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. The cultured stone appeared to be in good overall condition. Perimeter sealants around window systems was in overall poor condition and should be removed and replaced in the short term. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 2. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. Flashing at the wall to slab transition was observed to be unfastened at isolated areas. This should be repaired in the short term. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 3. The building envelope system associated with this building appears to be in overall good condition. Repairs should be made to damaged concrete beneath the corner window units. Perimeter window sealants were observed to be failing and should be removed and replaced to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 4. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels that have been damaged by impact or other means. Loose straps securing downspouts to the walls were observed which should be repaired in the short term. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 5. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. Displaced flashing

was observed at top CMU block to metal wall panel transitions at the south elevation, which should be repaired in the short term. Delaminating and cracked stucco was observed at isolated areas along the CMU block walls, which should be repaired in the short term. Areas of exposed cavity between the interior and the CMU wall near overhead doors on the south elevation, and cracking and settlement on the north elevation by the overhead door, should be repaired in the short term. Flashing on top of the CMU wall was observed to be missing in isolated areas which should be replaced. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 6. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels and CMU walls that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 7. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels and EIFS that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building.

Since this building is conditioned, NOVA performed limited testing to assist in determining the source of reported moisture intrusion at the window areas. The perimeter sealants were observed to be significantly deteriorated and NOVA elected to use smoke tracers rather than water to aid in the investigation after discussing with Fitzgerald Collaborative. If water was introduced to the deteriorated sealants, NOVA was of the opinion a significant amount of water would enter the building. NOVA's use of smoke tracers on the inside of the building at window perimeters revealed smoke escaping around the windows through the failing sealant on the outside of the building. Additionally, NOVA performed infrared thermography on the interior walls beneath the windows to assist in determining if moisture was present. The infrared images indicate a thermal differences indicating temperature variances correlating to residual moisture beneath the window units. Perimeter window sealants should be removed and replaced as an immediate need to prevent further moisture intrusion. Consideration should be given to replacing drywall and insulation, if provided, below the window systems on the north wall.

With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 8. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels and EIFS that have been damaged by impact or other means. Open

penetrations should be sealed to prevent unwanted moisture intrusion into the building.

Since this building is conditioned, NOVA performed limited testing to assist in determining the source of reported moisture intrusion at the window areas. The perimeter sealants were observed to be significantly deteriorated and NOVA elected to use smoke tracers rather than water to aid in the investigation after discussing with Fitzgerald Collaborative. If water was introduced to the deteriorated sealants, NOVA was of the opinion a significant amount of water would enter the building. NOVA's use of smoke tracers on the inside of the building at window perimeters revealed smoke escaping around the windows through the failing sealant on the outside of the building. Additionally, NOVA performed infrared thermography on the interior walls beneath the windows to assist in determining if moisture was present. The infrared images indicate a thermal differences indicating temperature variances correlating to residual moisture beneath the window units. Perimeter window sealants should be removed and replaced as an immediate need to prevent further moisture intrusion. Consideration should be given to replacing drywall and insulation, if provided, below the window systems on the north wall.

With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 9. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels and CMU walls that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building 10. This pavilion structure is constructed of wood framing with and steel bar joists supporting the roof system. Half walls are provided which have a corrugated metal wall panel attached to the wood framing. Wood planking is provided at the upper portion of the structure at all elevations. The framing appears to be in good condition throughout the structure. Some areas of the corrugated metal walls panels were observed to be suffering with corrosion. These should be cleaned, sanded and treated with an anticorrosive to prevent further damage in the short term. NOVA estimates the structures remaining useful life to be 15-20 years.

Building 11. The building envelope systems associated with this building were observed in overall good condition. Minor repairs should be made to areas of the metal wall panels and CMU block that have been damaged by impact or other means. Open penetrations should be sealed to prevent unwanted moisture intrusion into the building. Missing flashing on top of the concrete wall should be replaced at the wall to slab transition was observed to be unfastened at isolated areas. This should be repaired in the short term. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building R1. The building envelope system associated with this building appears to be in overall good condition. Perimeter door sealants were observed to be failing and should be removed and replaced to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building R2. The building envelope system associated with this building appears to be in overall good condition. Perimeter door sealants were observed to be failing and should be removed and replaced to prevent unwanted moisture intrusion into the building. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building R3. The building envelope system associated with this building appears to be in overall good condition. Isolated areas of missing mortar and stair step cracking in the CMU walls was observed. These areas should be repaired in the short term. With proper maintenance, NOVA estimates the buildings' remaining useful life, as it pertains to the envelope systems, to be 30+ years.

Building M1. The building envelope on this maintenance structure is in overall fair to poor condition. It is primarily comprised of painted wood T1-11, which is nearing its expected useful life and metal wall panels. Fenestrations include aluminum framed operable windows and metal doors. Based on the use of the structure, at a minimum, the T1-11 should be replaced. Consideration should be given to window replacement if the use of the building changes. NOVA estimates the remaining useful life of the building, based on its current use, is 15-20 years.

#### 4.1.2 ROOF SYSTEMS

Building C1 – C4. The metal panel roof system associated with these buildings appeared to be generally in overall good condition, however, based on pitch of the roof areas NOVA was not able to safely access them directly. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building C5 – C8. The metal panel roof system associated with these buildings appeared to be generally in overall good condition, however, based on pitch of the roof areas NOVA was not able to safely access them directly. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. As the roof systems age, consideration should be given to

applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building C9 – C11. The metal panel roof system associated with these buildings appeared to be generally in overall good condition, however, based on pitch of the roof areas NOVA was not able to safely access them directly. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 1. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. NOVA observed areas of built-up debris from tress at the northeast corner of the building. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 2. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. The downspouts were observed to be missing splash blocks in some locations creating minor erosion. Splash blocks should be installed. NOVA observed minor surface rust throughout the metal edge flashing beneath the roof panels which should be monitored and repaired if the condition worsens. Unsecured clips associated with the gutter system were observed which should be repaired in the short term. Deteriorated sealant at isolated repairs throughout the roof area was observed which will require sealant replacement in the short term. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item. The corrugated roof panels associated with the shed are severely rusted and replacement should be considered within the next two years

Building 3. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA



anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. NOVA observed withdrawing fasteners throughout the metal ridge caps which should be replaced in the short term. NOVA also observed deteriorated sealant at through roof penetrations which will require replacement in the short term. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 4. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. The downspouts were observed to be missing splash blocks in some locations creating minor erosion. Splash blocks should be installed. NOVA observed isolated areas of unsealed penetrations through metal roof panels. Compatible sealant should be applied to unsealed penetrations as an immediate need to reduce potential for water intrusion into the building. NOVA also observed damaged downspouts in isolated locations for which replacement should be performed as an immediate need. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 5. The corrugated metal panel roof system associated with this building appeared to be generally in overall fair condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 5-10 years. It appears a coating system has previously been applied over the existing metal panels. NOVA observed areas of rusted metal throughout the roof area as well as scaling in the coating system associated with exhaust fans. Replacement of metal panel roof systems should be considered within 10 years, however areas of rusted metal should be cleaned and treated with anti-corrosive application prior to being repaired in year one to alleviate water intrusion into the building. Architectural shingle roof systems, like the one associated with the shed, typically have an expected useful life of 25-30 years. Based upon observed condition, it appears that failure has occurred in the decking substrate at the southeast corner of the shed. NOVA recommends further investigation concerning the structural integrity of the shed roof system be performed immediately. Based on results of the investigation, replacement of the shingle roof, substrate, and framing may be necessary.

Building 6. The metal panel roof system associated with this building appeared to be generally in overall good to fair condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 10-

15 years. To extend the remaining useful life of this roof system, NOVA recommends a coating be applied as a short term need to extend the useful life of the roof system to 15-20 years. NOVA observed areas of rusted metal throughout the roof area including some isolated locations where corrosion through the metal is occurring. The south metal edge flashing does not appear to be secured through the roof panels into the steel framing which should be repaired as an immediate need. NOVA observed deterioration of sealant associated with roof penetrations including vent piping and exhaust fans at transition to metal roof panels which should be repaired as a short term need. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 7. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item. NOVA observed damage to the metal roof panels at the northwest corner of the building and should be repaired in the short term. NOVA observed isolated areas of unsealed penetrations through metal roof panels which should be repaired as an immediate need. NOVA also observed withdrawing fasteners throughout the metal ridge caps as well as minor rust throughout roof area which should be repaired in the short term. NOVA observed deterioration of sealant associated with roof penetrations including vent piping, exhaust fans at transition to metal roof panels, and beneath the metal ridge cap which will require replacement in the short term. Areas of rusted metal should be cleaned and treated with anti-corrosive application prior to being repaired in the short term.

Building 8. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. NOVA observed withdrawing fasteners throughout the metal ridge caps as well as minor rust throughout roof area, which should be repaired as a short term need. NOVA observed deterioration of sealant associated with roof penetrations including vent piping, exhaust fans at transition to metal roof panels, and beneath the metal ridge cap which should be replaced as a short term need. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item. Areas of rusted metal should be cleaned and treated with anti-corrosive application prior to being repaired in the short term.

Building 9. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 10. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 45-50 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 25-30 years. NOVA observed isolated areas of unsealed penetrations through metal roof panels. Compatible sealant should be applied to unsealed penetrations in year one to reduce potential for water intrusion into the building. NOVA also observed fasteners protruding from the metal roof panels that have been secured from the underside. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building 11. The corrugated metal panel roof system associated with this building appeared to be generally in overall fair condition. This type of roof system typically has an expected useful life of 40 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 5-10 years. NOVA observed areas of built-up debris from trees along the west perimeter of the building. NOVA observed areas of rusted metal throughout the roof area. Replacement of metal panel roof systems should be considered within 10 years, however areas of rusted metal should be cleaned and treated with anti-corrosive application prior to being repaired in the short term.

Building R1. The TPO single-ply roof membrane system associated with this building appeared to be generally in overall good to fair condition. This type of roof membrane typically has an expected useful life of 15-20 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the single ply roof systems to have a remaining useful life of approximately 6-8 years. NOVA observed deterioration of sealant associated with roof penetrations including vent piping and overhead power connection. Removal and replacement of sealants should be considered in the short term. Evidence of ponding water was observed throughout the roof area which should be rectified with the roof replacement.

Building R2. The metal panel roof system associated with this building appeared to be generally in overall good condition. This type of roof system typically has an expected useful life of 40 years depending on geographic location, environmental factors and

overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 20-25 years. NOVA observed withdrawing fasteners throughout the metal ridge caps as well as deterioration of sealant associated transitions to adjacent building components. Replacement of fasteners and removal and replacement of sealants should be performed in the short term. As the roof systems age, consideration should be given to applying an elastomeric coating to prolong their expected useful life. Pressure washer cleaning should be considered throughout roof areas periodically as a maintenance item.

Building R3. The modified bitumen BUR roof system with granular cap sheet associated with this building appeared to be generally in overall fair condition. This type of roof membrane typically has an expected useful life of 15-20 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the BUR roof systems to have a remaining useful life of approximately 5-7 years. NOVA observed cracks in the asphalt “bleed out” at the metal drip edge flashing throughout the building perimeters. NOVA observed isolated areas of unsealed penetrations as well as areas of rusted metal throughout the coping cap above the entrance including some isolated locations where corrosion through the metal is occurring. Compatible sealant should be applied to unsealed penetrations as an immediate need to reduce potential for water intrusion into the building and areas of rusted metal should be cleaned and treated with anti-corrosive application prior to being repaired as an immediate need to alleviate water intrusion into the building. Replacement of the BUR roof systems should be performed within seven years.

Building M1. The corrugated metal panel roof system associated with this building appeared to be generally in overall fair condition. This type of roof system typically has an expected useful life of 40 years depending on geographic location, environmental factors and overall maintenance performed. Based upon observed condition, NOVA anticipates the metal roof systems to have a remaining useful life of approximately 5-10 years. NOVA observed areas rusted metal throughout the roof area and should be cleaned and treated with anti-corrosive application.

#### **4.2 SUMMARY OF OPINION OF REMEDIATION COSTS & REMAINING USEFUL LIFE**

NOVA has provided a detailed opinion of costs for each suggested remediation for the buildings in Appendix A to this report. However, a summary of those costs is provided below along with an estimated remaining useful life of each of the subject buildings:

Building	Estimated Remaining Useful Life Envelope/Roof	Total Costs 0-10 Years
Buildings C1-C4	30+ Years	\$10,000
Buildings C5-C8	30+ Years	\$8,500
Buildings C9-C11	30+ Years	\$8,500
Building 1	30+ Years	\$9,500
Building 2	30+ Years	\$14,800
Building 3	30+ Years	\$17,300
Building 4	30+ Years	\$9,650
Building 5	30+ Years	\$103,250
Building 6	30+ Years	\$230,720
Building 7	30+ Years	\$28,700
Building 8	30+ Years	\$17,500
Building 9	30+ Years	\$6,300
Building 10	30+ Years	\$2,200
Building 11	30+ Years	\$94,837
Building R1	30+ Years	\$21,750
Building R2	30+ Years	\$4,000
Building R3	30+ Years	\$19,030
Building M1	15 Years	\$20,660
		<b>\$627,197</b>

NOVA has provided an opinion of remediation cost associated with the building envelope and roof systems based only on our observations during our limited site visit. As part of this process NOVA utilizes variations of RSMeans, general trends we see in the market and geographical location and our experience in building envelope and roof remediation. Opinions of costs are approximations and not intended to be confirmed pricing. True pricing can only be determined by qualified competitive contractor bidding.

Since early 2020, appearing to be related to COVID-19, costs for new as well as remediation construction activity has fluctuated sharply and in varying timeframes. Both material, labor and overhead costs have been affected. Some material shortages and lengthier construction duration times have also been experienced.

## 5.0 LIMITATIONS

NOVA performed this Scope of Services, which is limited to the specific areas outlined. No random testing and observations can wholly eliminate uncertainty regarding the potential for other deficient areas on connection with the property. NOVA is not responsible for any damage as a result of our investigation.

NOVA's findings, opinions, and conclusions are based on information which is reasonably ascertainable and practically reviewable from standard sources at the time of the assessment through site reconnaissance, visual assessment of physical conditions, records review, interviews, and other standard investigative techniques used in the industry at this time. It is possible that other information exists or may subsequently become known that may impact or change the assessment after NOVA's services are complete. NOVA's inspection and recommendations represents our professional opinion. NOVA's provided recommendations should not be considered a design document. Therefore, NOVA cannot, under any circumstances, make a statement of warranty or guarantee, expressed or implied, that deficient areas are limited to those that are discovered while we performed the services on this Project. Any measurements given are speculative in nature.

# Appendix A

## Detailed Opinion of Costs

Building	Estimated Remaining Useful Life - Roof	Estimated Remaining Useful Life - Façade	Remediation Description	Immediate Need 0-1 Year	Short Term Need 1 - 3 Years	Long Term Need 5-10 Years	Total \$
Building C1-C4	20 Years	25 Years	Replace plywood siding		\$4,500		\$10,000
			Repair isolated areas of stucco at rear of buildings		\$1,500		
			Remove and replace stucco at divider walls		\$4,000		
Building C5-C8	20 Years	25 Years	Replace plywood siding		\$4,500		\$8,500
			Remove and replace stucco at divider walls		\$4,000		
Building C9-C11	20 Years	25 Years	Replace plywood siding		\$4,500		\$8,500
			Remove and replace stucco at divider walls		\$4,000		
Building 1	20 Years	20 Years	Repair damaged metal wall panels		\$3,500		\$9,500
			Clean, prep and treat areas of corrosion on metal wall panels with anticorrosive		\$1,500		
			Seal open penetrations		\$1,500		
			Remove and replace perimeter window sealants		\$3,000		
Building 2	20 Years	20 Years	Repair damaged metal wall panels		\$4,000		\$14,800
			Seal open penetrations		\$2,000		
			Fasten flashing to slab	\$500			
			Install splash blocks at downspouts.		\$800		
			Repair unsecured clips associated with the gutter system		\$1,000		
			Replace deteriorated sealant at repairs.		\$1,500		
			Replace corrugated roof panels associated with the shed		\$2,000		
Building 3	20 Years	20 Years	Repair damaged concrete at corner window units		\$6,000		\$17,300
			Replace perimeter window sealants		\$4,800		
			Replace withdrawing fasteners at ridge caps		\$3,500		
			Replace sealants at roof penetrations		\$3,000		
Building 4	20 Years	20 Years	Repair damaged and metal wall panels		\$3,500		\$9,650
			Seal open penetrations		\$2,000		
			Secure downspout straps to building		\$850		
			Install splash blocks at downspouts.		\$800		
			Seal penetrations in roof system	\$1,500			
			Replace damaged downspouts	\$1,000			
Building 5	5 Years	20 Years	Repair impact damaged metal wall panels and CMI walls.		\$5,000		\$103,250
			Seal open penetrations		\$2,000		
			Replace flashing at CMU block wall		\$3,500		
			Repair delaminating and cracked stucco		\$5,000		
			Repair CMU wall exposing cavity near overhead doors		\$6,500		
			Replace roof system			\$81,250	
Building 6	10 Years	20 Years	Repair impact damaged metal wall panels and CMU walls.		\$6,000		\$230,720
			Seal open penetrations		\$2,000		
			Repair corroded metal roof panels		\$5,000		
			Replace deteriorated selaant		\$2,000		
			Coat roof system		\$215,720		



Building	Estimated Remaining Useful Life - Roof	Estimated Remaining Useful Life - Façade	Remediation Description	Immediate Need 0-1 Year	Short Term Need 1 - 3 Years	Long Term Need 5-10 Years	Total \$
Building 7	20 Years	20 Years	Repair damaged metal wall panels and EIFS systems		\$3,500		\$28,700
			Seal open penetrations		\$1,500		
			Replace perimeter window sealants	\$4,500			
			Repair damaged roof panels at NW corner of building		\$6,500		
			Seal unsealed roof penetrations	\$2,200			
			Replace sealant at at roof penetrations and transitions		\$5,500		
			Treat rusted metal panels with anticorrosive		\$5,000		
Building 8	20 Years	20 Years	Repair damaged metal wall panels and EIFS systems		\$3,500		\$17,500
			Seal open penetrations		\$1,500		
			Replace perimeter window sealants	\$4,500			
			Make minor repairs to roof panels including replacement of withdrawing fasteners and treating minor rust areas		\$3,900		
			Replace sealants at penetrations and transitions associated with the roof system.		\$4,100		
Building 9	20 Years	20 Years	Repair impact damaged metal wall panels and CMU walls.		\$4,500		\$6,300
			Seal open penetrations		\$1,800		
Building 10	25 Years	20 Years	Treat rusted metal panels with anticorrosive		\$1,200		\$2,200
			Seal unsealed roof penetrations		\$1,000		
Building 11	10 Years	20 Years	Repair impact damaged metal wall panels and CMU walls.		\$4,500		\$94,837
			Seal open penetrations		\$1,800		
			Replace missing flashing at CMU block wall		\$2,200		
			Replace roof system			\$84,337	
			Treat rusted metal roof panels with anticorrosive		\$2,000		
Building R1	15 Years	20 Years	Replace perimeter door sealants		\$1,200		\$21,750
			Replace roof system			\$20,550	
Building R2	20 Years	20 Years	Replace perimeter door sealants		\$1,200		\$4,000
			Make minor repairs to roof panels including replacement of withdrawing fasteners and replacing sealants		\$2,800		
Building R3	5-7 Years	20 Years	Repair stair step cracking and missing mortar in CMU walls		\$1,850		\$19,030
			Seal unsealed roof penetrations	\$1,000			
			Treat rusted coping cap with anticorrosive		\$1,000		
			Replace roof system			\$15,180	
Building M1	5-10 Years	15 Years	Replace siding		\$8,500		\$20,660
			Replace roof system			\$12,160	
TOTALS				\$15,200	\$395,520	\$213,477	\$627,197

# Appendix B

## Photographic Documentation

# Photographic Documentation Buildings C1-C4



**BUILDING C1-C4 PHOTO #1:** Overview of Buildings C2 and C4.



**BUILDING C1-C4 PHOTO #2:** Overview of Buildings C1 and C3.



**BUILDING C1-C4 PHOTO #3:** Typical concrete masonry block construction, with concrete counter top and garage type door fenestration with screens of Buildings C1-C4.



**BUILDING C1-C4 PHOTO #4:** The steep sloped roofs of Building C1-C4 are supported by wood framing members.



**BUILDING C1-C4 PHOTO #5:** CMU wall with stucco finish between C1 and C3 (typical at C2 and C4 as well).



**BUILDING C1-C4 PHOTO #6:** Typical side elevation of Buildings C1-C4.



**BUILDING C1-C4 PHOTO #7:** Concrete column supporting roof overhang at Buildings C1-C4 (typical to all four buildings).



**BUILDING C1-C4 PHOTO #8:** Typical front elevation of Buildings C1-C4.



**BUILDING C1-C4 PHOTO #9:** Rear entry door to concessions buildings (typical of C1-C4).



**BUILDING C1-C4 PHOTO #10:** Buildings C1-C4 have a metal panel roof system.



**BUILDING C1-C4 PHOTO #11:** Deteriorating plywood above concessions window (typical at C1-C4).



**BUILDING C1-C4 PHOTO #12:** Deteriorating plywood above concessions window (typical at C1-C4).



**BUILDING C1-C4 PHOTO #13:** Wood truss roof supports with minor deteriorating (typical at C1-C4).



**BUILDING C1-C4 PHOTO #14:** Cracking and delaminating stucco above wood band at rear of concessions buildings (typical at C1-C4).



**BUILDING C1-C4 PHOTO #15:** This text field will allow for up to three lines of description for your corresponding BUILDING C1-C4 PHOTO. So go ahead and just write the reader a mini book about this singular BUILDING C1-C4 PHOTO.



**BUILDING C1-C4 PHOTO #16:** This text field will allow for up to three lines of description for your corresponding BUILDING C1-C4 PHOTO. So go ahead and just write the reader a mini book about this singular BUILDING C1-C4 PHOTO.



**BUILDING C1-C4 PHOTO #17:** This text field will allow for up to three lines of description for your corresponding BUILDING C1-C4 PHOTO. So go ahead and just write the reader a mini book about this singular BUILDING C1-C4 PHOTO.



**BUILDING C1-C4 PHOTO #18:** This text field will allow for up to three lines of description for your corresponding BUILDING C1-C4 PHOTO. So go ahead and just write the reader a mini book about this singular BUILDING C1-C4 PHOTO.



**BUILDING C1-C4 PHOTO #19:** Damage to edge of roof panels observed.



**BUILDING C1-C4 PHOTO #20:** Damage to edge of roof panels observed.





**BUILDING C1-C4 PHOTO #21:** Overall view of metal roof panels associated with buildings C1-C4.



**BUILDING C1-C4 PHOTO #22:** Overall view of metal roof panels associated with buildings C1-C4.

# Photographic Documentation Buildings C5-C8



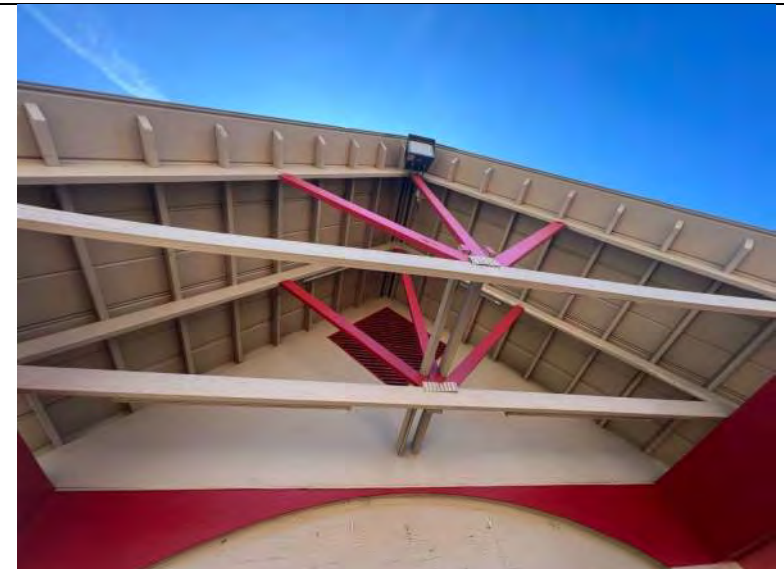
**BUILDING C5-C8 PHOTO #1:** Overview of Buildings C5-C7



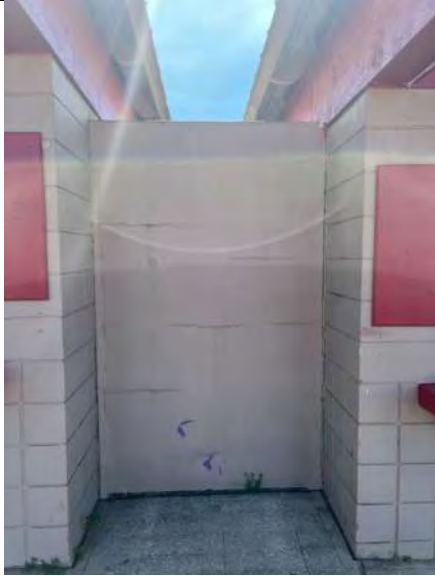
**BUILDING C5-C8 PHOTO #2:** Overview of Buildings C6 and C8.



**BUILDING C5-C8 PHOTO #3:** Typical concrete masonry block construction, with concrete counter top and garage type door fenestration with screens of Buildings C1-C4.



**BUILDING C5-C8 PHOTO #4:** The steep sloped roofs of Building C1-C4 are supported by wood framing members.



**BUILDING C5-C8 PHOTO #5:** CMU wall with stucco finish between C5 and C7 (typical at C6 and C8 as well).



**BUILDING C5-C8 PHOTO #6:** Typical side elevations.



**BUILDING C5-C8 PHOTO #7** Concrete column supporting roof overhang at the buildings.



**BUILDING C5-C8 PHOTO #8:** Typical front elevation of Buildings C1-C4.



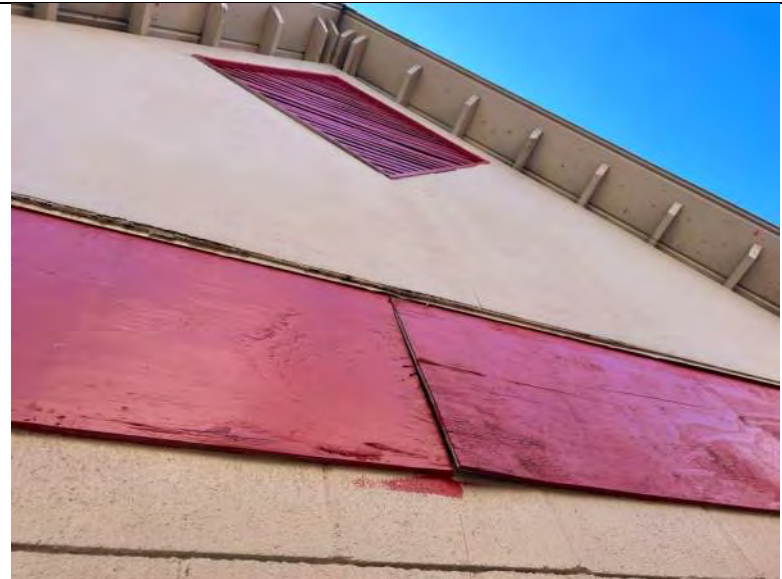
**BUILDING C5-C8 PHOTO #9:** Rear entry door to concessions buildings.



**BUILDING C5-C8 PHOTO #10:** Buildings C5-C8 have a metal panel roof system.



**BUILDING C5-C8 PHOTO #11:** Deteriorating plywood above concessions window (typical to all buildings).



**BUILDING C5-C8 PHOTO #12:** Deteriorating plywood band at rear elevations. Varying levels of deterioration observed on all four buildings.



**BUILDING C5-C8 PHOTO #13:** Cracking and delaminating stucco at divider wall between buildings (typical).



**BUILDING C5-C8 PHOTO #14:** Cracking and delaminating stucco at divider wall between buildings (typical).



**BUILDING C5-C8 PHOTO #15:** Overall view of metal roof panels associated with buildings C5-C8.



**BUILDING C5-C8 PHOTO #16:** Overall view of metal roof panels associated with buildings C5-C8.

# Photographic Documentation Buildings C9-C11



**BUILDING C9-C11 PHOTO #1:** Overview of Buildings C9 – C10.



**BUILDING C9-C11 PHOTO #2:** Overview of Building C11.



**BUILDING C9-C11 PHOTO #3:** : Typical concrete masonry block construction, with concrete counter top and garage type door fenestration with screens of Buildings C9-C11.



**BUILDING C9-C11 PHOTO #4:** The steep sloped roofs of Building C9-C11 are supported by wood framing members.





**BUILDING C9-C11 PHOTO #5:** Typical side elevation.



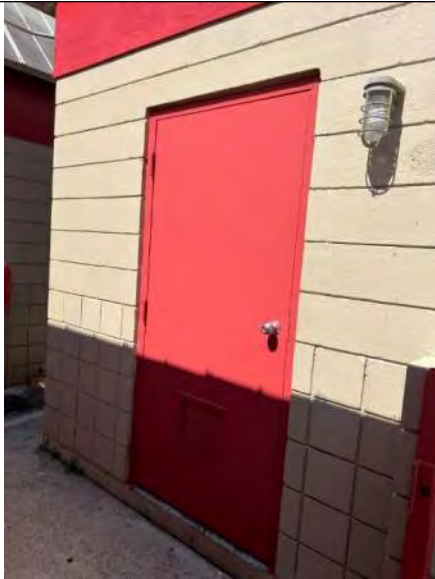
**BUILDING C9-C11 PHOTO #6:** CMU wall with stucco finish between buildings.



**BUILDING C9-C11 PHOTO #7:** Concrete column supporting roof overhang at the buildings.



**BUILDING C9-C11 PHOTO #8:** Typical front elevation.



**BUILDING C9-C11 PHOTO #9:** Rear entry door to concessions buildings.



**BUILDING C9-C11 PHOTO #10:** Deteriorating plywood above concessions window (typical to all buildings)..



**BUILDING C9-C11 PHOTO #11:** The buildings have a metal panel roof system.



**BUILDING C9-C11 PHOTO #12:** Roll up door at information window.



**BUILDING C9-C11 PHOTO #13:** Overall view of metal roof panels associated with buildings C9-C11.



**BUILDING C9-C11 PHOTO #14:** Overall view of metal roof panels associated with buildings C9-C11.

# Photographic Documentation Building 1



**BUILDING 1 PHOTO #5:** Partial view of east elevation.



**BUILDING 1 PHOTO #6:** Typical inoperable window system.



**BUILDING 1 PHOTO #7:** Typical operable window system.



**BUILDING 1 PHOTO #8:** Typical service door.



**BUILDING 1 PHOTO #9:** Overhead door provided on south elevation.



**BUILDING 1 PHOTO #10:** Double service door provided at north elevation.



**BUILDING 1 PHOTO #11:** Isolated areas of damaged and rusted panels were observed.



**BUILDING 1 PHOTO #12:** Isolated areas of damaged and rusted panels were observed.



**BUILDING 1 PHOTO #13:** Perimeter window sealants were observed to be severely deteriorated or otherwise failing.



**BUILDING 1 PHOTO #14:** Perimeter window sealants were observed to be severely deteriorated or otherwise failing.



**BUILDING 1 PHOTO #15:** Perimeter window sealants were observed to be severely deteriorated or otherwise failing.



**BUILDING 1 PHOTO #16:** Isolated areas of unsealed penetrations were observed; recommend sealing.



**BUILDING 1 PHOTO #17:** Overall view of metal roof panels and metal ridge cap associated with building 1.



**BUILDING 1 PHOTO #18:** Overall view of metal roof panels and metal ridge cap associated with building 1



**BUILDING 1 PHOTO #19:** Drainage achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 1 PHOTO #20:** Built-up debris from tress at the northeast corner of the building.



# Photographic Documentation Building 2



**BUILDING 2 PHOTO #1:** View of north elevation



**BUILDING 2 PHOTO #2:** View of south elevation.



**BUILDING 2 PHOTO #3:** View of east elevation.



**BUILDING 2 PHOTO #4:** View of west elevation.



**BUILDING 2 PHOTO #5:** Service doors located at north elevation.



**BUILDING 2 PHOTO #6:** Overhead door at south elevation.



**BUILDING 2 PHOTO #7:** Downspout without splash block causing minor erosion. Recommend providing splashblock.



**BUILDING 2 PHOTO #8:** Isolated areas of impact damaged metal wall panels observed.



**BUILDING 2 PHOTO #9:** Isolated areas of impact damaged metal wall panels observed.



**BUILDING 2 PHOTO #10:** Open, unsealed penetrations observed throughout.



**BUILDING 2 PHOTO #11:** Unfastened step flashing.



**BUILDING 2 PHOTO #12:** Damaged splash block.



**BUILDING 2 PHOTO #13:** Overall view of metal roof panels associated with building 2.



**BUILDING 2 PHOTO #14:** Metal ridge cap venting the building.



**BUILDING 2 PHOTO #15:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 2 PHOTO #16:** Unsecured clips associated with gutter system.



**BUILDING 2 PHOTO #17:** Rusted metal edge flashing beneath the roof panels.



**BUILDING 2 PHOTO #18:** Rusted metal edge flashing beneath roof panels.



**BUILDING 2 PHOTO #19:** Deteriorated sealant at isolated repairs throughout roof area.



**BUILDING 2 PHOTO #20:** Deteriorated sealant at isolated repairs throughout roof area.

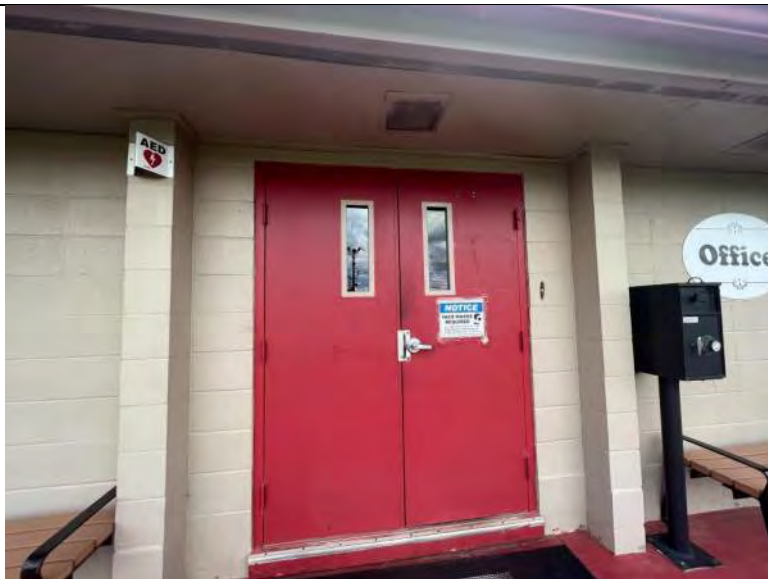
# Photographic Documentation Building 3



**BUILDING 3 PHOTO #5:** Typical corner window unit observed.



**BUILDING 3 PHOTO #6:** Typical picture window observed.



**BUILDING 3 PHOTO #7:** Double metal front entry doors.



**BUILDING 3 PHOTO #8:** Damaged concrete beneath corner window.





**BUILDING 3 PHOTO #9:** Perimeter window sealants were observed to be deteriorated or otherwise failing.



**BUILDING 3 PHOTO #10:** Damaged concrete at corner windows.



**BUILDING 3 PHOTO #11:** Concrete cracking and spalling at corner windows.



**BUILDING 3 PHOTO #12:** Perimeter window sealants were observed to be deteriorated or otherwise failing.



**BUILDING 3 PHOTO #13:** Typical soffit observed at building.



**BUILDING 3 PHOTO #14:** Interior view of building.



**BUILDING 3 PHOTO #15:** Overall view of metal roof panels associated with building 3.



**BUILDING 3 PHOTO #16:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



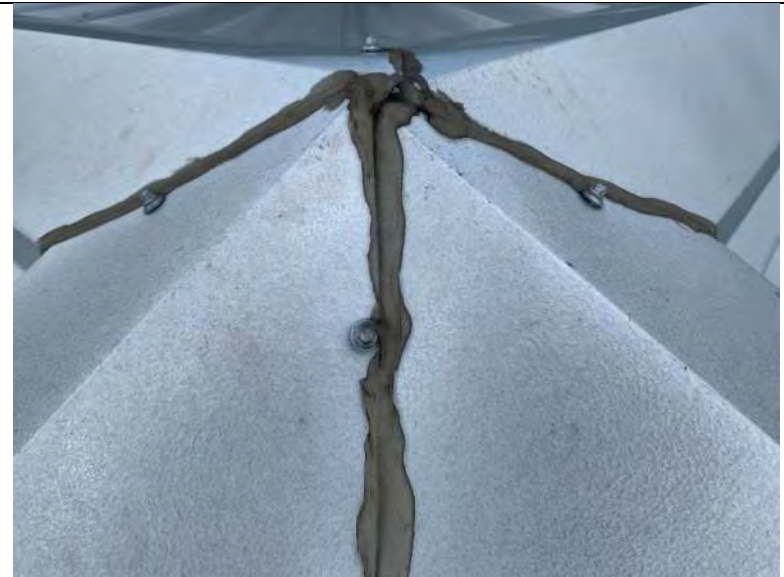
**BUILDING 3 PHOTO #17:** Roof penetrations include vent piping and overhead power connectors flashed with rubber boots, metal clamp, and sealant.



**BUILDING 3 PHOTO #18:** Roof penetrations include vent piping and overhead power connectors flashed with rubber boots, metal clamp, and sealant.



**BUILDING 3 PHOTO #19:** Withdrawing fasteners throughout metal ridge cap.



**BUILDING 3 PHOTO #20:** Deteriorated sealant at through roof penetrations.

# Photographic Documentation Building 4



**BUILDING 4 PHOTO #1:** View of south elevation.



**BUILDING 4 PHOTO #2:** View of north elevation.



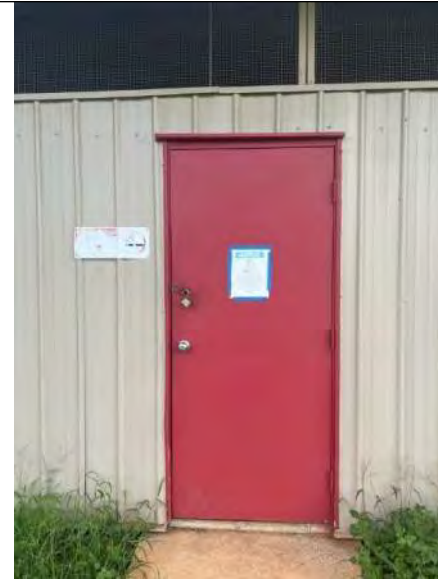
**BUILDING 4 PHOTO #3:** View of west elevation.



**BUILDING 4 PHOTO #4:** View of east elevation.



**BUILDING 4 PHOTO #5:** Overhead door on south elevation.



**BUILDING 4 PHOTO #6:** Metal service door on west elevation.



**BUILDING 4 PHOTO #7:** Overhead door on north elevation.



**BUILDING 4 PHOTO #8:** Unfastened framing metal at overhead door on south elevation.



**BUILDING 4 PHOTO #9:** Downspout dispersing directly to grade creating minor erosion. Recommend installing splash blocks.



**BUILDING 4 PHOTO #10:** Damage metal at overhead door opening on north elevation.



**BUILDING 4 PHOTO #11:** Downspout missing elbow.



**BUILDING 4 PHOTO #12:** Downspout securement strap broken.



**BUILDING 4 PHOTO #13:** Open and unsealed penetration behind electrical box on south elevation.



**BUILDING 4 PHOTO #14:** Bubbling paint on corner metal.



**BUILDING 4 PHOTO #15:** Overall view of metal roof panels associated with building 4.



**BUILDING 4 PHOTO #16:** Overall view of metal roof panels associated with building 4.





**BUILDING 4 PHOTO #17:** Exposed fasteners with neoprene washers.



**BUILDING 4 PHOTO #18:** Vented metal ridge cap.



**BUILDING 4 PHOTO #19:** Isolated areas of unsealed penetrations through metal roof panels.



**BUILDING 4 PHOTO #20:** Damaged downspouts associated with the stormwater drainage systems.

# Photographic Documentation Building 5



**BUILDING 5 PHOTO #1:** View of south elevation.



**BUILDING 5 PHOTO #2:** View of north elevation.



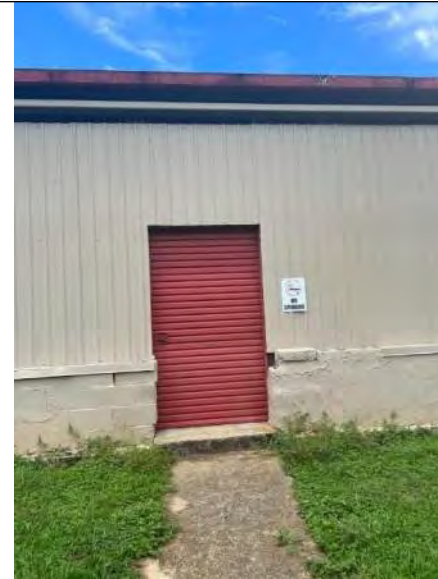
**BUILDING 5 PHOTO #3:** View of west elevation.



**BUILDING 5 PHOTO #4:** View of east elevation.



**BUILDING 5 PHOTO #5:** Overhead door at south elevation.



**BUILDING 5 PHOTO #6:** Overhead door at side elevation.



**BUILDING 5 PHOTO #7:** Overhead door at north elevation.



**BUILDING 5 PHOTO #8:** Displaced flashing at south elevation.



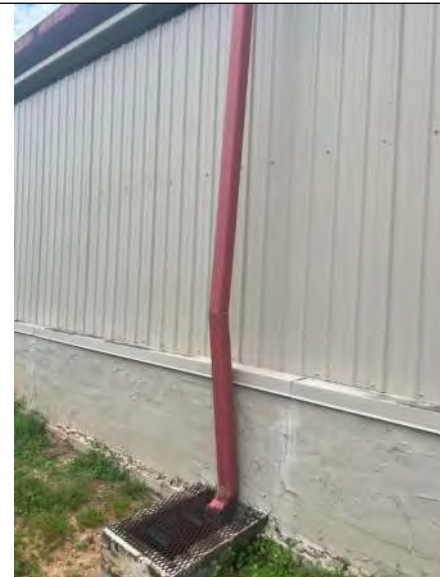
**BUILDING 5 PHOTO #9:** Delaminating stucco was observed at isolated areas.



**BUILDING 5 PHOTO #10:** Delaminating stucco was observed at isolated areas.



**BUILDING 5 PHOTO #11:** Cracking was observed in the stucco at isolated locations.



**BUILDING 5 PHOTO #12:** Downspout bowing due to not being strapped to the building.



**BUILDING 5 PHOTO #13:** Areas of concrete knee wall to metal wall transitions are open and exposed at isolated areas.



**BUILDING 5 PHOTO #14:** Areas of concrete knee wall to metal wall transitions are open and exposed at isolated areas.



**BUILDING 5 PHOTO #15:** Missing flashing at top of CMU block wall.



**BUILDING 5 PHOTO #16:** Open penetrations observed in isolated areas throughout.



**BUILDING 5 PHOTO #17:** Minor corrosion observed at isolated areas of metal wall panels.



**BUILDING 5 PHOTO #18:** Cracking and otherwise deteriorated concrete wall observed throughout.



**BUILDING 5 PHOTO #19:** Overall view of corrugated metal roof panels associated with building 5.



**BUILDING 5 PHOTO #20:** Overall view of corrugated metal roof panels associated with building 5.



**BUILDING 5 PHOTO #21:** Translucent skylights located throughout roof area.



**BUILDING 5 PHOTO #22:** Translucent skylights located throughout roof area.



**BUILDING 5 PHOTO #23:** Metal ridge cap.



**BUILDING 5 PHOTO #24:** Metal ridge cap.





**BUILDING 5 PHOTO #25:** Roof penetrations include exhaust fans with metal flashing detail.



**BUILDING 5 PHOTO #26:** Scaling coating observed on exhaust fan.



**BUILDING 5 PHOTO #27:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 5 PHOTO #28:** Isolated areas of rusted metal roof panels throughout.



**BUILDING 5 PHOTO #29:** Isolated areas of rusted metal roof panels throughout.



**BUILDING 5 PHOTO #30:** Shed with shingle roof system.



**BUILDING 5 PHOTO #31:** Area of potential damaged roof decking substrate associated with the shed.



**BUILDING 5 PHOTO #32:** Area of potential damaged roof decking substrate associated with the shed.

# Photographic Documentation Building 6



**BUILDING 6 PHOTO #1:** View of south elevation.



**BUILDING 6 PHOTO #2:** View of north elevation.



**BUILDING 6 PHOTO #3:** View of west elevation.



**BUILDING 6 PHOTO #4:** View of west elevation.



**BUILDING 6 PHOTO #5:** Partial view of east elevation.



**BUILDING 6 PHOTO #6:** View of east elevation.



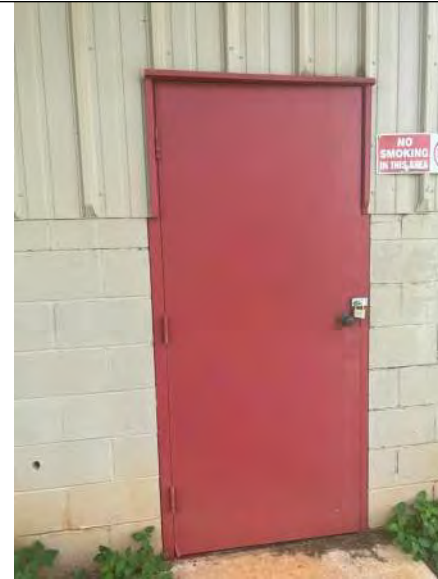
**BUILDING 6 PHOTO #7:** Overhead door at south elevation.



**BUILDING 6 PHOTO #8:** Overhead door at south elevation.



**BUILDING 6 PHOTO #9:** Overhead door at north elevation.



**BUILDING 6 PHOTO #10:** Service door at west elevation.



**BUILDING 6 PHOTO #11:** Interior view of Building 6.



**BUILDING 6 PHOTO #12:** Interior view of Building 6.



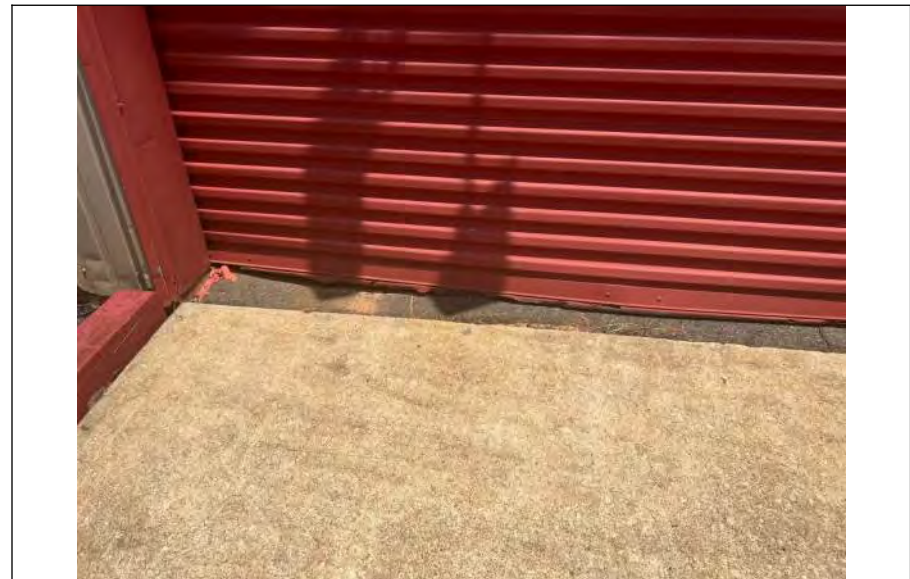
**BUILDING 6 PHOTO #13:** Minor impact damage and unsealed penetrations observed throughout metal wall panels.



**BUILDING 6 PHOTO #14:** Impact damage to metal at overhead door opening on south elevation.



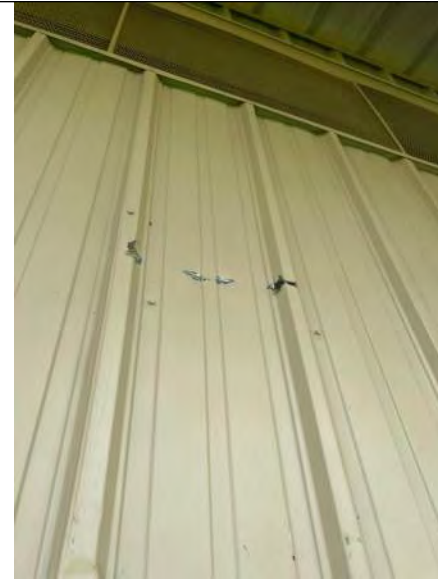
**BUILDING 6 PHOTO #15:** Impact damage creating open penetration in metal wall panels at south elevation.



**BUILDING 6 PHOTO #16:** Deteriorated weather stripping/door sweep at bottom of overhead doors (typical).



**BUILDING 6 PHOTO #17:** View of roof overhang.



**BUILDING 6 PHOTO #18:** Isolated areas of damaged wall panels observed throughout.



**BUILDING 6 PHOTO #19:** Isolated areas of damaged wall panels observed throughout.



**BUILDING 6 PHOTO #20:** Isolated areas of damaged wall panels observed throughout.





**BUILDING 6 PHOTO #21:** Isolated areas of damaged wall panels and corner metal observed throughout.



**BUILDING 6 PHOTO #22:** Isolated areas of damaged wall panels observed throughout.



**BUILDING 6 PHOTO #23:** Isolated areas of damaged concrete observed throughout.



**BUILDING 6 PHOTO #24:** Isolated areas of damaged wall panels observed throughout.



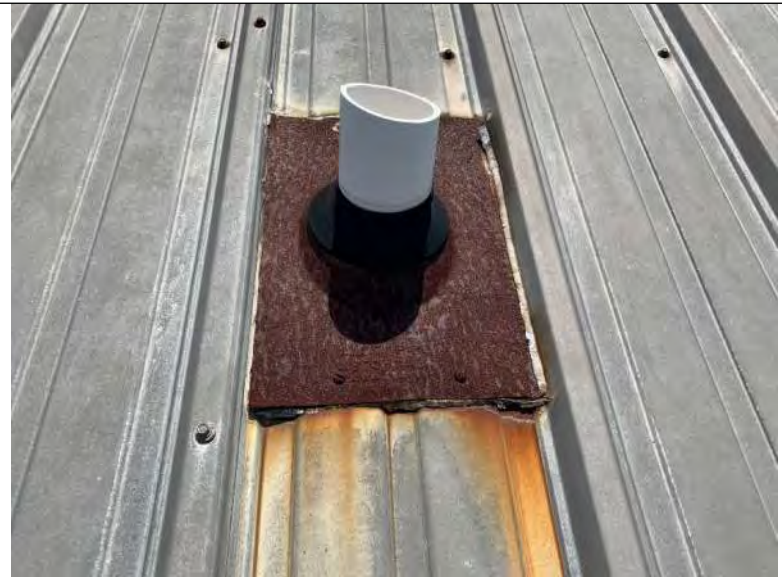
**BUILDING 6 PHOTO #25:** Overall view of metal roof panels associated with building 6.



**BUILDING 6 PHOTO #26:** Overall view of metal roof panels associated with building 6.



**BUILDING 6 PHOTO #27:** Metal ridge cap with exhaust fan roof penetrations.



**BUILDING 6 PHOTO #28:** Vent pipe roof penetration with metal flashing detail.



**BUILDING 6 PHOTO #29:** Exhaust fan situated in sealant at metal roof transition.



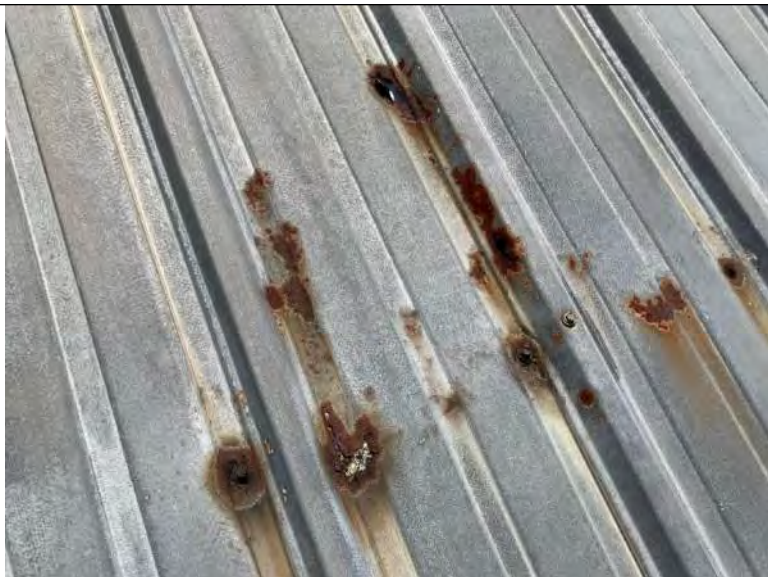
**BUILDING 6 PHOTO #30:** Roof perimeters consists of metal flashing.



**BUILDING 6 PHOTO #31:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 6 PHOTO #32:** Translucent skylights located throughout roof area.



**BUILDING 6 PHOTO #33:** Rusted metal throughout roof area including some isolated locations where corrosion through the metal is occurring.



**BUILDING 6 PHOTO #34:** Rusted metal throughout roof area including some isolated locations where corrosion through the metal is occurring.



**BUILDING 6 PHOTO #35:** Deteriorated sealant associated with roof penetrations including vent piping and exhaust fans at transition to metal roof panels.



**BUILDING 6 PHOTO #36:** Deteriorated sealant associated with roof penetrations including vent piping and exhaust fans at transition to metal roof panels.



**BUILDING 6 PHOTO #37:** Deteriorated sealant associated with roof penetrations including vent piping and exhaust fans at transition to metal roof panels.



**BUILDING 6 PHOTO #38:** Deteriorated sealant associated with roof penetrations including vent piping and exhaust fans at transition to metal roof panels.



**BUILDING 6 PHOTO #39:** South metal edge flashing does not appear to be secured through roof panel into steel framing.



**BUILDING 6 PHOTO #40:** South metal edge flashing does not appear to be secured through roof panel into steel framing.

# Photographic Documentation Building 7



**BUILDING 7 PHOTO #1:** View of south elevation.



**BUILDING 7 PHOTO #2:** View of north elevation.



**BUILDING 7 PHOTO #3:** View of west elevation.



**BUILDING 7 PHOTO #4:** Partial view of east elevation.



**BUILDING 7 PHOTO #5:** Partial view of east elevation



**BUILDING 7 PHOTO #6:** View of overhead door at south elevation.



**BUILDING 7 PHOTO #7:** View of double service doors at east elevation.



**BUILDING 7 PHOTO #8:** View of typical fixed window at south elevation.





**BUILDING 7 PHOTO #9:** View of service door at north elevation.



**BUILDING 7 PHOTO #10:** View of interior.



**BUILDING 7 PHOTO #11:** View of interior.



**BUILDING 7 PHOTO #12:** View of deteriorated sealant at window perimeters (typical).



**BUILDING 7 PHOTO #13:** View of deteriorated sealant at window perimeters (typical).



**BUILDING 7 PHOTO #14:** View of deteriorated sealant at window perimeters (typical).



**BUILDING 7 PHOTO #15:** View of deteriorated sealant at window perimeters (typical).



**BUILDING 7 PHOTO #16:** View of bubbling paint observed at the east elevation.



**BUILDING 7 PHOTO #17:** View of tracer smoke escaping from inside through deteriorated sealants.



**BUILDING 7 PHOTO #18:** View of tracer smoke escaping from inside through deteriorated sealants.



**BUILDING 7 PHOTO #19:** Interior view of fixed



**BUILDING 7 PHOTO #20:** Interior window sill has evidence of previous moisture intrusion. Moisture intrusion at windows was also reported by maintenance staff.



**BUILDING 7 PHOTO #21:** Isolated areas of open penetrations and damaged metal wall panels observed.



**BUILDING 7 PHOTO #22:** Isolated areas of open penetrations and damaged metal wall panels observed.



**BUILDING 7 PHOTO #23:** Isolated areas of open penetrations and damaged metal wall panels observed.



**BUILDING 7 PHOTO #24:** Isolated areas of open penetrations and damaged metal wall panels observed.



**BUILDING 7 PHOTO #25:** Isolated areas of surface corrosion on metal wall panels observed.



**BUILDING 7 PHOTO #26:** Isolated areas of open penetrations and damaged metal wall panels observed.



**BUILDING 7 PHOTO #27:** Isolated areas of cracking in stucco observed at north elevation.



**BUILDING 7 PHOTO #28:** Isolated areas of cracking in stucco observed at north elevation.



**BUILDING 7 PHOTO #29:** Deterioration/corrosion observed at gutter seams throughout.



**BUILDING 7 PHOTO #30:** Overall view of metal roof panels associated with building 7.



**BUILDING 7 PHOTO #31:** Overall view of metal roof panels associated with building 7.



**BUILDING 7 PHOTO #32:** Vented metal ridge cap.



**BUILDING 7 PHOTO #33:** Roof penetrations include vent piping with rubber boot, metal clamp, and sealant.



**BUILDING 7 PHOTO #34:** Roof penetrations include exhaust fans.



**BUILDING 7 PHOTO #35:** Deteriorated sealant observed at roof penetrations.



**BUILDING 7 PHOTO #36:** Deteriorated sealant observed at roof penetrations.



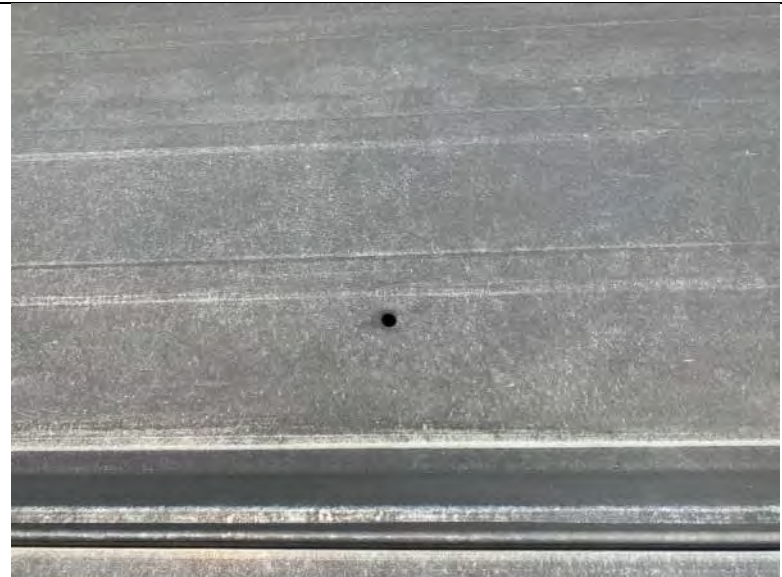
**BUILDING 7 PHOTO #37:** Deteriorated sealant observed at metal ridge cap.



**BUILDING 7 PHOTO #38:** Damaged metal roof panels at northwest corner of the building.



**BUILDING 7 PHOTO #39:** Unsealed penetrations in metal ridge cap.



**BUILDING 7 PHOTO #40:** Unsealed penetrations in metal roof panels.





**BUILDING 7 PHOTO #41:** Withdrawing fasteners throughout roof area.



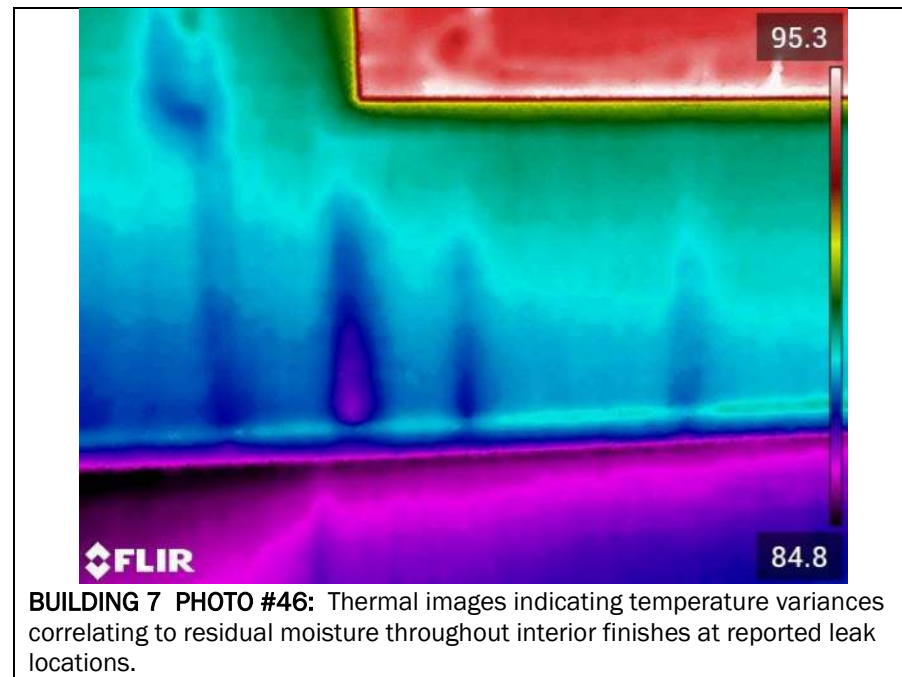
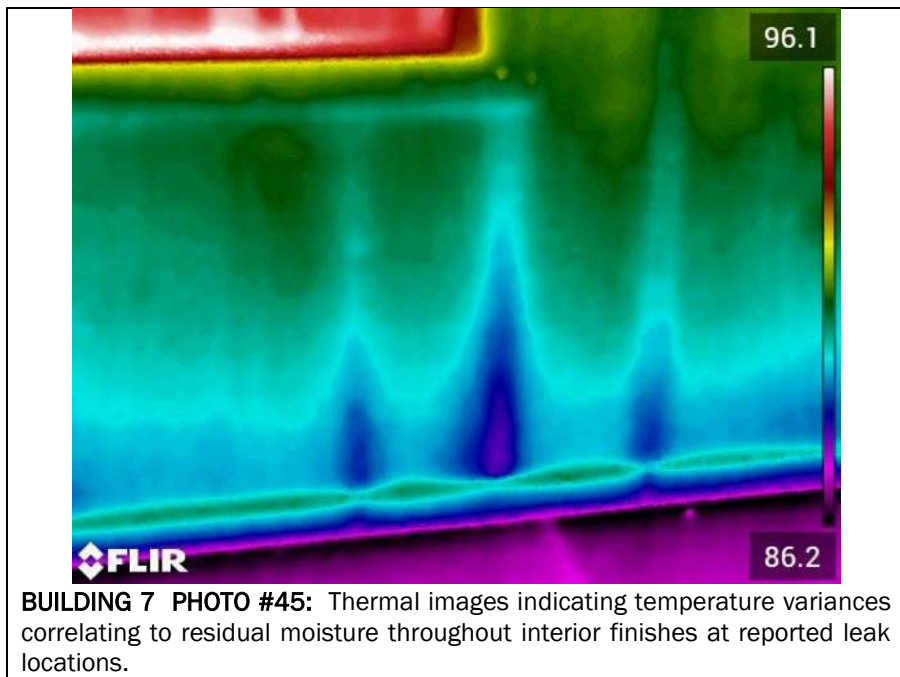
**BUILDING 7 PHOTO #42:** Withdrawing fasteners throughout roof area.



**BUILDING 7 PHOTO #43:** Metal roof covering shed on south elevation of building 7.



**BUILDING 7 PHOTO #44:** Metal roof covering shed on south elevation of building 7.



# Photographic Documentation Building 8



**BUILDING 8 PHOTO #1:** View of north elevation.



**BUILDING 8 PHOTO #2:** View of south elevation.



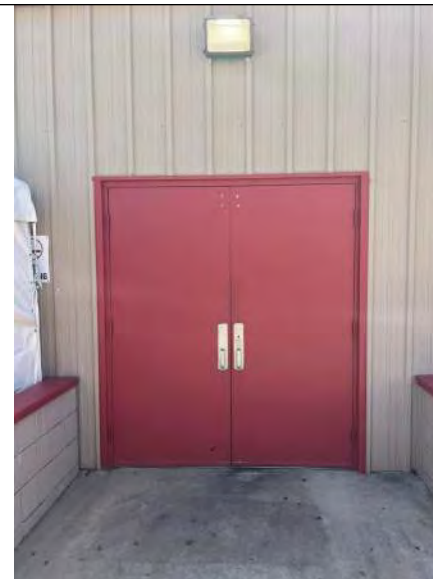
**BUILDING 8 PHOTO #3:** View of east elevation.



**BUILDING 8 PHOTO #4:** Partial view of west elevation



**BUILDING 8 PHOTO #5:** Partial view of west elevation.



**BUILDING 8 PHOTO #6:** Typical double service doors observed.



**BUILDING 8 PHOTO #7:** Fixed windows observed on north elevation.



**BUILDING 8 PHOTO #8:** Damage to EIFS observed at isolated areas along the north elevation.



**BUILDING 8 PHOTO #9:** Bubbling paint observed throughout the east elevation.



**BUILDING 8 PHOTO #10:** Bubbling paint observed throughout the east elevation.



**BUILDING 8 PHOTO #11:** Bubbling paint observed throughout the east elevation.



**BUILDING 8 PHOTO #12:** Bubbling paint observed throughout the east elevation.



**BUILDING 8 PHOTO #13:** Open and unsealed penetrations were observed in isolated areas.



**BUILDING 8 PHOTO #14:** Damaged metal and EIFS at overhead door openings observed at isolated areas.



**BUILDING 8 PHOTO #15:** Damaged metal and EIFS at overhead door openings observed at isolated areas.



**BUILDING 8 PHOTO #16:** Minor rusting and surface corrosion observed at isolated areas throughout.



**BUILDING 8 PHOTO #17:** Impact damage to wall panels observed at isolated areas throughout.



**BUILDING 8 PHOTO #18:** Perimeter sealants at windows on north elevation observed to be severely deteriorated and failing.



**BUILDING 8 PHOTO #19:** Perimeter sealants at windows on north elevation observed to be severely deteriorated and failing.



**BUILDING 8 PHOTO #20:** Perimeter sealants at windows on north elevation observed to be severely deteriorated and failing.





**BUILDING 8 PHOTO #21:** Perimeter sealants at windows on north elevation observed to be severely deteriorated and failing.



**BUILDING 8 PHOTO #22:** Interior view of fixed window.



**BUILDING 8 PHOTO #23:** Tracer smoke escaping through deteriorated window sealants when applied at inside of building.



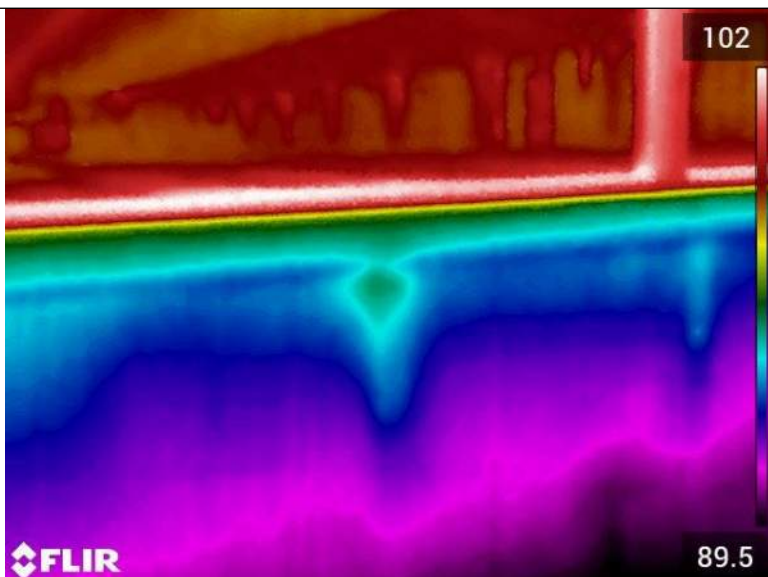
**BUILDING 8 PHOTO #24:** Tracer smoke escaping through deteriorated window sealants when applied at inside of building.



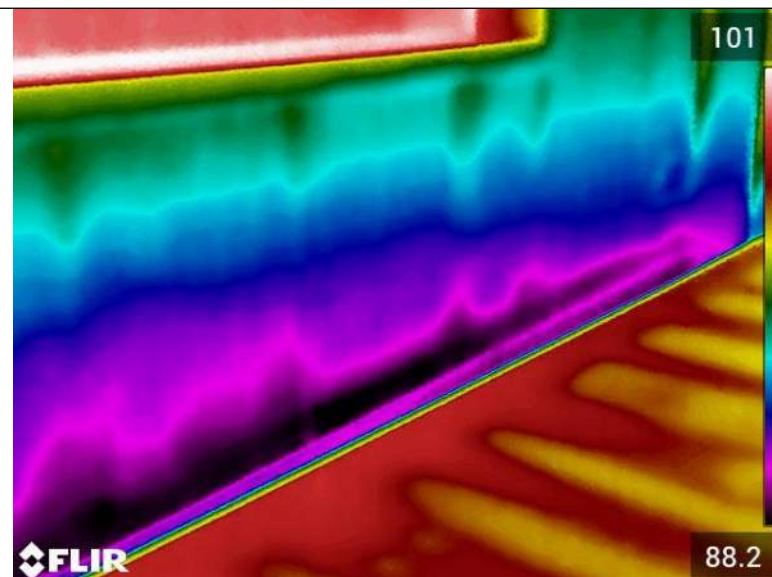
**BUILDING 8 PHOTO #25:** Interior view of Building 8.



**BUILDING 8 PHOTO #26:** Interior view of Building 8.



**BUILDING 8 PHOTO #27:** Thermal images indicating temperature variances correlating to residual moisture throughout interior finishes at reported leak locations.



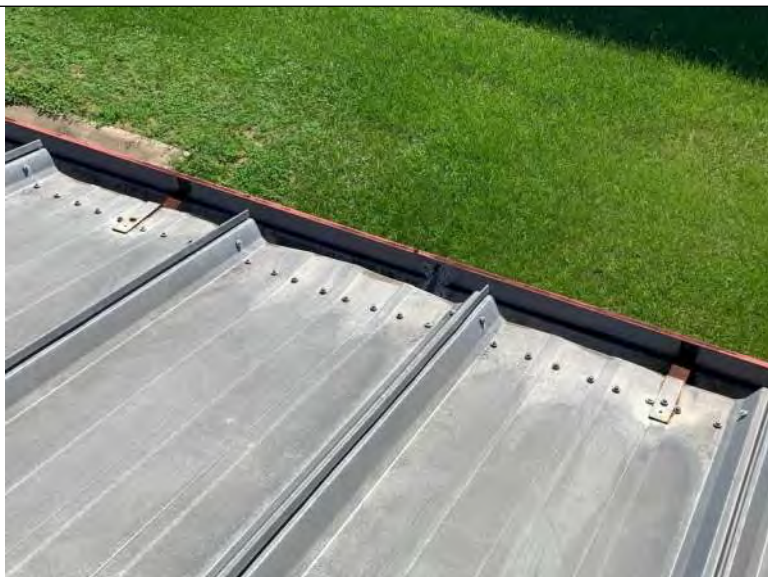
**BUILDING 8 PHOTO #28:** Thermal images indicating temperature variances correlating to residual moisture throughout interior finishes at reported leak locations.



**BUILDING 8 PHOTO #29:** Overall view of metal roof panels and ridge cap associated with building 8.



**BUILDING 8 PHOTO #30:** Overall view of metal roof panels and ridge cap associated with building 8.



**BUILDING 8 PHOTO #31:** Drainage is achieved via sheet flow to gutter and downspouts along building perimeters.



**BUILDING 8 PHOTO #32:** Roof penetrations include exhaust fans flashed in sealant at roof transition.



**BUILDING 8 PHOTO #33:** Roof penetrations include exhaust fans flashed situated in sealant at roof transition.



**BUILDING 8 PHOTO #34:** Deteriorated sealant at roof penetrations and vented metal ridge cap.



**BUILDING 8 PHOTO #35:** Deteriorated sealant at roof penetrations and vented metal ridge cap.



**BUILDING 8 PHOTO #36:** Deteriorated sealant at roof penetrations and vented metal ridge cap.

# Photographic Documentation Building 9



**BUILDING 9 PHOTO #1:** View of north elevation.



**BUILDING 9 PHOTO #2:** View of south elevation.



**BUILDING 9 PHOTO #3:** View of west elevation.



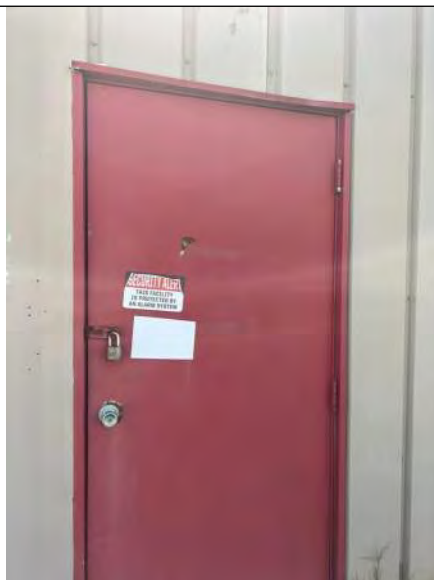
**BUILDING 9 PHOTO #4:** View of west elevation.



**BUILDING 9 PHOTO #5:** Partial view of east elevation.



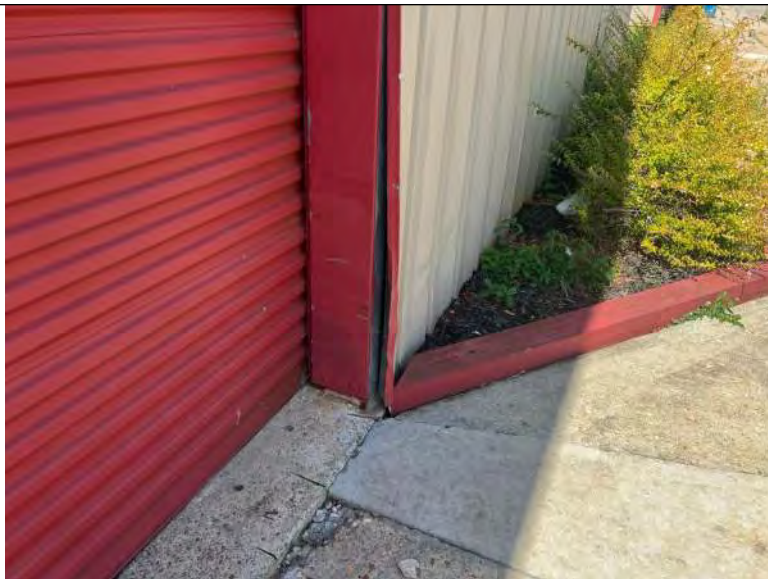
**BUILDING 9 PHOTO #6:** Partial view of east elevation



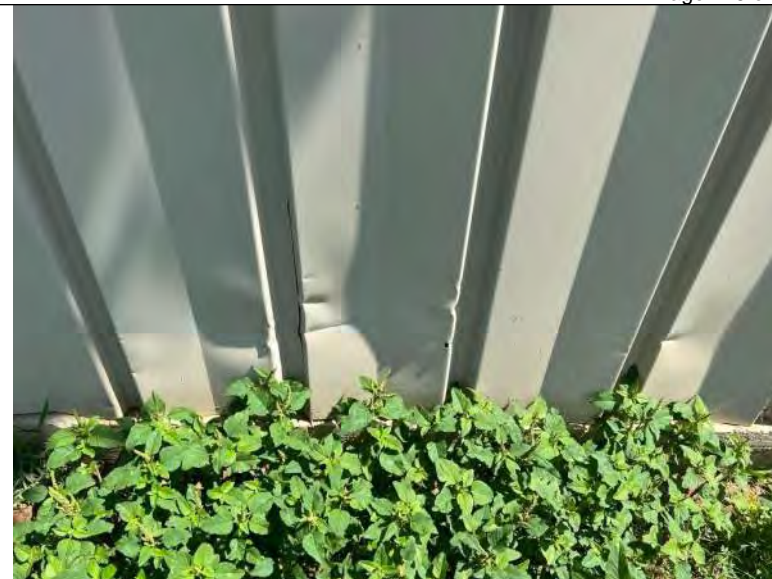
**BUILDING 9 PHOTO #7:** Typical service door observed.



**BUILDING 9 PHOTO #8:** Typical double service door observed.



**BUILDING 9 PHOTO #9:** Damage to corner metal at overhead door opening.



**BUILDING 9 PHOTO #10:** Isolated areas of impact damage observed.



**BUILDING 9 PHOTO #11:** Damage to corner metal at overhead door opening



**BUILDING 9 PHOTO #12:** Isolated areas of impact damage observed.





**BUILDING 9 PHOTO #13:** Unsealed penetrations from fasteners installed on the interior penetrating to the exterior.



**BUILDING 9 PHOTO #14:** Isolated areas of open penetrations were observed.



**BUILDING 9 PHOTO #15:** Isolated areas of impact damage observed.



**BUILDING 9 PHOTO #16:** : Isolated areas of open penetrations were observed.



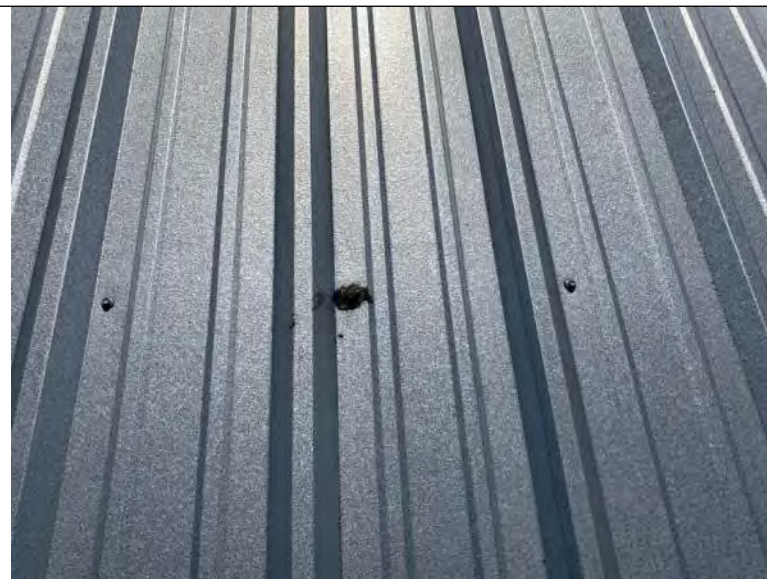
**BUILDING 9 PHOTO #17:** Overall view of metal roofing panels associated with building 9.



**BUILDING 9 PHOTO #18:** Overall view of metal roof panels associated with building 9.



**BUILDING 9 PHOTO #19:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 9 PHOTO #20:** Roof is secured to steel framing with exposed fasteners with neoprene washers and sealant.

# Photographic Documentation Building 10



**BUILDING 10 PHOTO #1:** View of the north side of the structure.



**BUILDING 10 PHOTO #2:** View of the east side of the structure.



**BUILDING 10 PHOTO #3:** View of the west side of the structure.



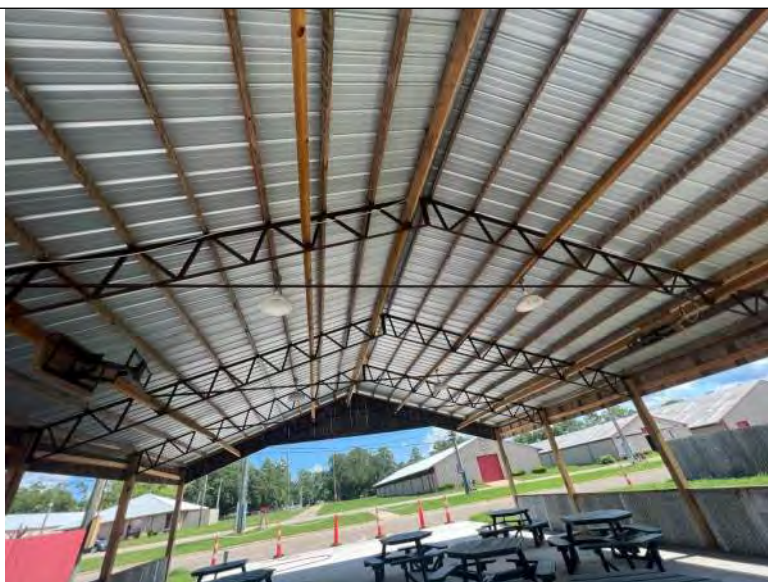
**BUILDING 10 PHOTO #4:** .View of the east side of the structure.



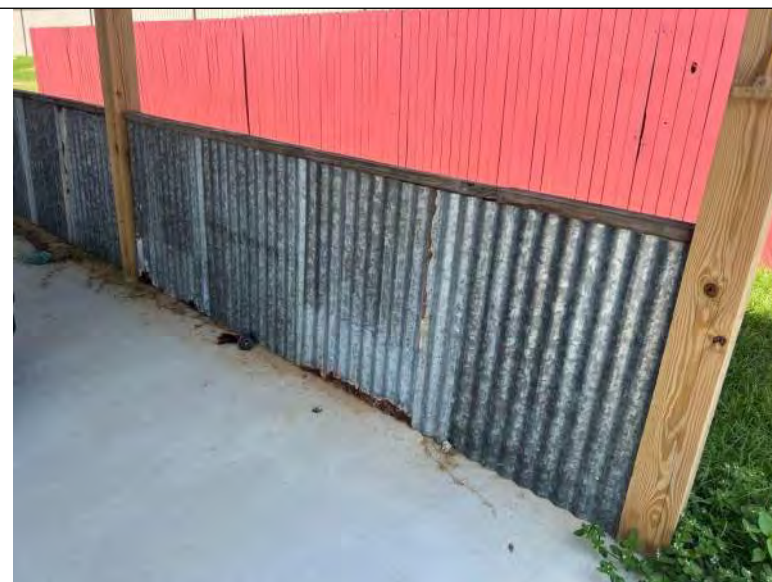
**BUILDING 10 PHOTO #5:** Corrugated metal paneling along bottom of structure side elevations.



**BUILDING 10 PHOTO #6:** Some surface corrosion observed on metal panels.



**BUILDING 10 PHOTO #7:** View of underside of roof system.



**BUILDING 10 PHOTO #8:** : Corrugated metal paneling along bottom of structure side elevations.



**BUILDING 10 PHOTO #9:** .Wood planking at upper portions of structure.



**BUILDING 10 PHOTO #10:** Some surface corrosion observed on metal panels.



**BUILDING 10 PHOTO #11:** Wood planking at upper portions of structure.



**BUILDING 10 PHOTO #12:** Wood planking at upper portions of structure.



**BUILDING 10 PHOTO #13:** Overall view of metal roof panels supported by wood framing and steel girders associated with building 10.



**BUILDING 10 PHOTO #14:** Overall view of metal roof panels associated with building 10.



**BUILDING 10 PHOTO #15:** Overall view of metal roof panels associated with building 10.



**BUILDING 10 PHOTO #16:** Metal ridge cap associated with building 10.



**BUILDING 10 PHOTO #17:** Drainage is achieved via sheet flow to gutter and downspout systems along building perimeters.



**BUILDING 10 PHOTO #18:** Isolated areas of unsealed penetrations through metal panels.



**BUILDING 10 PHOTO #19:** Fasteners protruding from roof panels that have been secured from underneath.



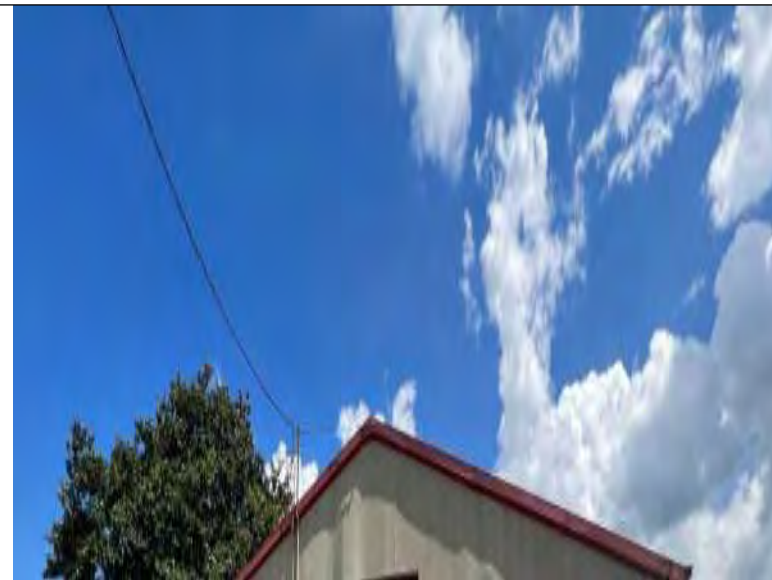
**BUILDING 10 PHOTO #20:** Fasteners protruding from roof panels that have been secured from underneath.



# Photographic Documentation Building 11



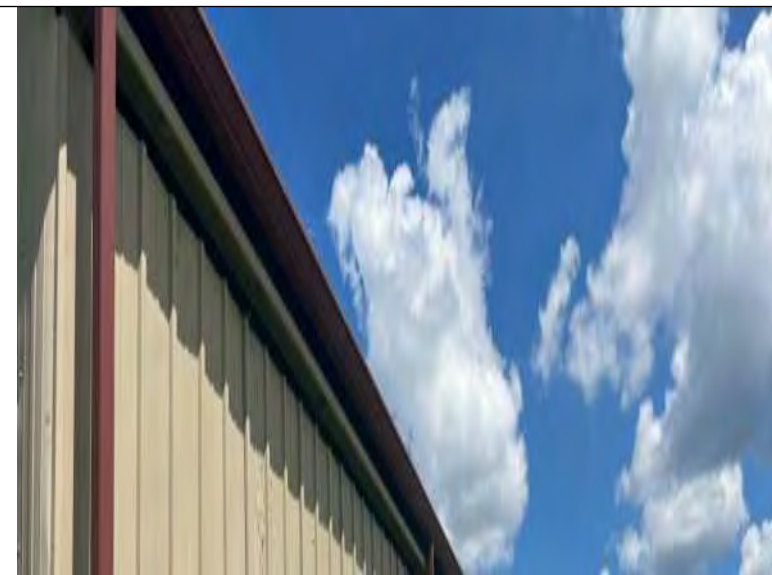
**BUILDING 11 PHOTO #1:** View of north elevation.



**BUILDING 11 PHOTO #2:** View of south elevation.



**BUILDING 11 PHOTO #3:** View of east elevation.



**BUILDING 11 PHOTO #4:** View of east elevation.



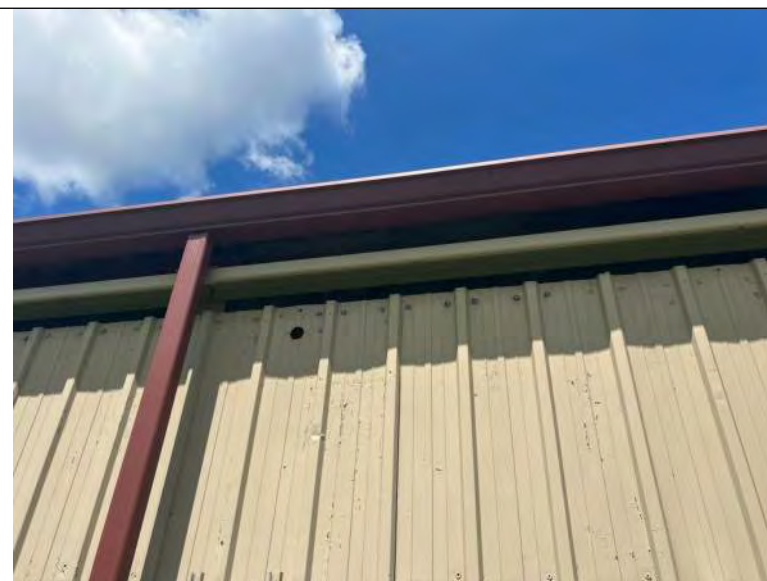
**BUILDING 11 PHOTO #5:** Partial view of west elevation.



**BUILDING 11 PHOTO #6:** Overhead door opening on north elevation.



**BUILDING 11 PHOTO #7:** Areas of the concrete kneewall were observed to have damage and unsealed, open penetrations.



**BUILDING 11 PHOTO #8:** Unsealed, open penetrations observed in metal wall panels in isolated areas throughout.



**BUILDING 11 PHOTO #9:** Missing flashing on CMU block wall.



**BUILDING 11 PHOTO #10:** Cracking observed in concrete wall in isolated areas throughout.



**BUILDING 11 PHOTO #11:** Bowing metal wall panels observed in isolated areas throughout.



**BUILDING 11 PHOTO #12:** : Areas of the concrete kneewall were observed to have damage and unsealed, open penetrations.



**BUILDING 11 PHOTO #13:** Overall view of corrugated metal roof panels associated with building 11.



**BUILDING 11 PHOTO #14:** Overall view of corrugated metal roof panels associated with building 11.



**BUILDING 11 PHOTO #15:** Metal ridge cap and exhaust fan roof penetrations.



**BUILDING 11 PHOTO #16:** Exhaust fan roof penetrations flashed with metal detail.



**BUILDING 11 PHOTO #17:** Translucent skylights located throughout roof area.



**BUILDING 11 PHOTO #18:** Debris from tress in gutter system along west elevation.



**BUILDING 11 PHOTO #19:** Debris from tress in gutter system along west elevation.



**BUILDING 11 PHOTO #20:** Rusted metal throughout the roof area.



**BUILDING 11 PHOTO #21:** Rusted metal throughout roof area.



**BUILDING 11 PHOTO #22:** Rusted metal throughout roof area.



**BUILDING 11 PHOTO #23:** Rusted metal throughout roof area.



**BUILDING 11 PHOTO #24:** Rusted metal throughout roof area.

# Photographic Documentation Building R1





**BUILDING R1 PHOTO #1:** View of south elevation.



**BUILDING R1 PHOTO #2:** View of east elevation.



**BUILDING R1 PHOTO #3:** View of north elevation.



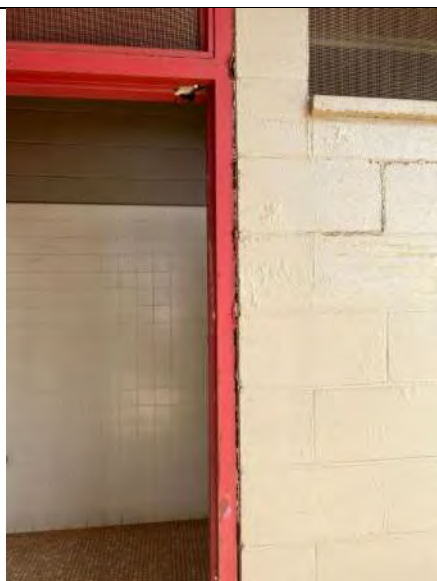
**BUILDING R1 PHOTO #4:** View of west elevation.



**BUILDING R1 PHOTO #5:** Typical screen windows observed.



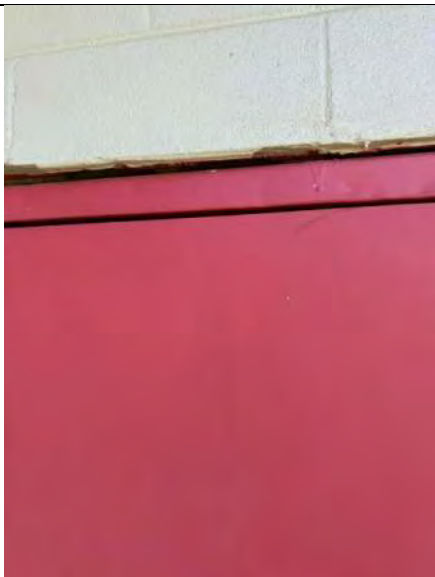
**BUILDING R1 PHOTO #6:** Typical metal door to restroom facilities.



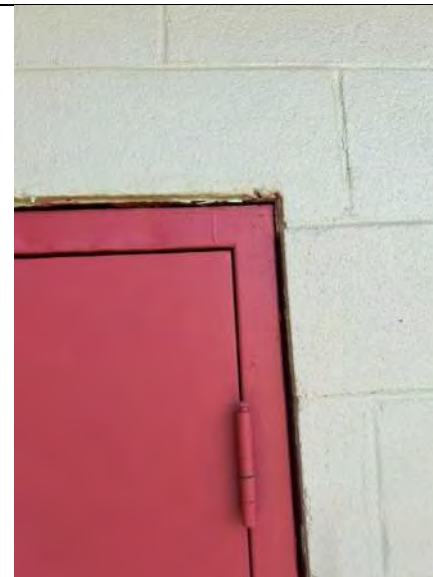
**BUILDING R1 PHOTO #7:** Deteriorating perimeter sealants observed around doors.



**BUILDING R1 PHOTO #8:** Deteriorating perimeter sealants observed around doors.



**BUILDING R1 PHOTO #9:** Deteriorating perimeter sealants observed around doors.



**BUILDING R1 PHOTO #10:** Deteriorating perimeter sealants observed around doors.



**BUILDING R1 PHOTO #11:** Corrosion and peeling paint observed at door frames.



**BUILDING R1 PHOTO #12:** Deterioration and corrosion at door frames observed.



**BUILDING R1 PHOTO #13:** Interior view of men's restroom.



**BUILDING R1 PHOTO #14:** Interior view of women's restroom.



**BUILDING R1 PHOTO #15:** Overall view of TPO single ply membrane roof system associated with building R1.



**BUILDING R1 PHOTO #16:** Overall view of TPO single ply membrane roof system associated with building R1.



**BUILDING R1 PHOTO #17:** TPO membrane terminated beneath mechanically fastened termination bar along building perimeters.



**BUILDING R1 PHOTO #18:** Roof penetrations include vent piping and overhead power connectors flashed with membrane boots, metal clamps, and sealant.



**BUILDING R1 PHOTO #19:** Roof penetrations include vent piping and overhead power connectors flashed with membrane boots, metal clamps, and sealant.



**BUILDING R1 PHOTO #20:** Deteriorated sealant associated with roof penetrations.



**BUILDING R1 PHOTO #21:** Deteriorated sealant associated with roof penetrations.



**BUILDING R1 PHOTO #22:** Deteriorated sealant associated with roof penetrations.



**BUILDING R1 PHOTO #23:** Evidence of ponding water was observed throughout the roof area.



**BUILDING R1 PHOTO #24:** Evidence of ponding water was observed throughout the roof area.

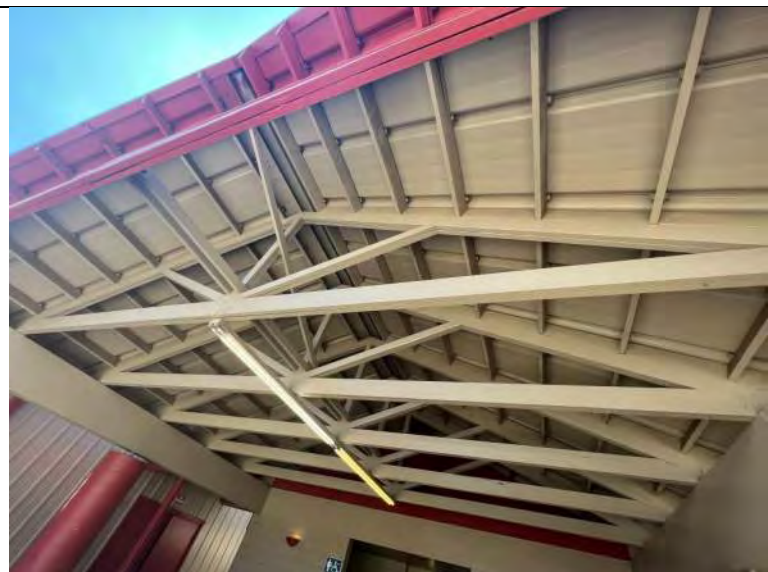
# Photographic Documentation Building R2



**BUILDING R2 PHOTO #1:** View of north elevation.



**BUILDING R2 PHOTO #2:** View of north elevation.



**BUILDING R2 PHOTO #3:** View of overhang roof framing.



**BUILDING R2 PHOTO #4:** View of south elevation.





**BUILDING R2 PHOTO #5:** View of west elevation.



**BUILDING R2 PHOTO #6:** View of east elevation.



**BUILDING R2 PHOTO #7:** Deteriorating wood siding.



**BUILDING R2 PHOTO #8:** Deteriorating wood siding.



**BUILDING R2 PHOTO #9:** Overall view of metal roof panels associated with building R2.



**BUILDING R2 PHOTO #10:** Transition between building R2 and building 7.



**BUILDING R2 PHOTO #11:** Transition between building R2 and building 8.



**BUILDING R2 PHOTO #12:** Deteriorated sealant observed throughout roof area.



**BUILDING R2 PHOTO #13:** Deteriorated sealant observed throughout roof area.



**BUILDING R2 PHOTO #14:** Deteriorated sealant observed throughout roof area.



**BUILDING R2 PHOTO #15:** Roof penetrations include vent piping flashed with rubber boot, metal clamp, and sealant.



**BUILDING R2 PHOTO #16:** Withdrawing fasteners at metal roof panels and ridge cap.

# Photographic Documentation Building R3



**BUILDING R3 PHOTO #1:** Partial View of north elevation.



**BUILDING R3 PHOTO #2:** Partial View of north elevation.



**BUILDING R3 PHOTO #3:** View of west elevation.



**BUILDING R3 PHOTO #4:** Partial view of west and south elevations.



**BUILDING R3 PHOTO #5:** View of east elevation.



**BUILDING R3 PHOTO #6:** Missing mortar and stair step cracking observed in isolated areas.



**BUILDING R3 PHOTO #7:** Overall view of modified bitumen BUR with granular cap sheet associated with building R3.



**BUILDING R3 PHOTO #8:** Overall view of modified bitumen BUR with granular cap sheet associated with building R3.



**BUILDING R3 PHOTO #9:** Overall view of modified bitumen BUR with granular cap sheet associated with building R3.



**BUILDING R3 PHOTO #10:** Roof penetrations include vent piping and overhead power connectors flashed with lead boots.



**BUILDING R3 PHOTO #11:** Cracks in asphalt “bleed out” at metal drip edge flashing throughout building perimeters.



**BUILDING R3 PHOTO #12:** Unsealed penetrations and rust throughout metal coping cap above entrance.

# Photographic Documentation Building M1





**BUILDING M1 PHOTO #1:** View of maintenance structure south elevation



**BUILDING M1 PHOTO #2:** View of west elevation.



**BUILDING M1 PHOTO #3:** View of south elevation.



**BUILDING M1 PHOTO #4:** View of south elevation.



**BUILDING M1 PHOTO #5:** Deteriorating wood paneling on exterior walls.



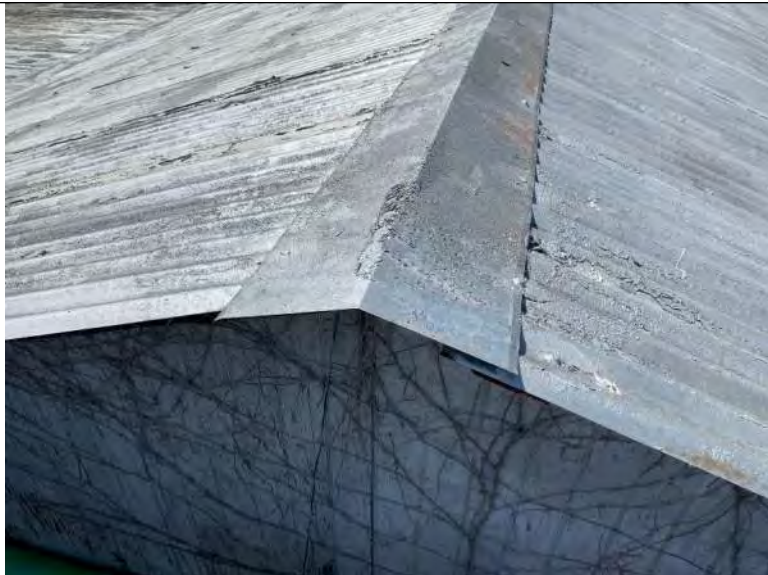
**BUILDING M1 PHOTO #6:** View of corrugated metal roofing.



**BUILDING M1 PHOTO #7:** Overall view of corrugated metal roof panels associated with building M3.



**BUILDING M1 PHOTO #8:** Overall view of corrugated metal roof panels associated with building M3.



**BUILDING M1 PHOTO #9:** Metal ridge cap associated with building M3.



**BUILDING M1 PHOTO #10:** Metal ridge cap associated with building M3.



**BUILDING M1 PHOTO #11:** Rust observed throughout roof area.



**BUILDING M1 PHOTO #12:** Rust observed throughout roof area.



# North Florida Fairgrounds



Existing Conditions Assessment

6/21/2022

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## 1. Project Description

The purpose of this project is to create a Master Plan for the North Florida Fairgrounds. The Master Plan is a long-range planning document that specifies the layout and uses of the property, for both current and future uses. To achieve the goal of creating a Master Plan for the North Florida Fairgrounds property, an existing conditions assessment must be completed.

## 2. Background

The North Florida Fairgrounds, Parcel 311820853000, is a 107-acre property located at the corner of South Monroe Street and Paul Russell Road south of Downtown Tallahassee. It is located within the City of Tallahassee and is owned by Leon County. The North Florida Fair Association leases the property from the County at a rate of \$1 per year. The property is a fair complex that hosts the annual fair as well as other events throughout the year, including exhibitions and concerts.

In the north-center area of the property is the Gene Cox Stadium, Parcel 3118208560000, and to the northeast corner of the property is the Leon County Agriculture Center, Parcel 3118208570000; these properties are also owned by Leon County.

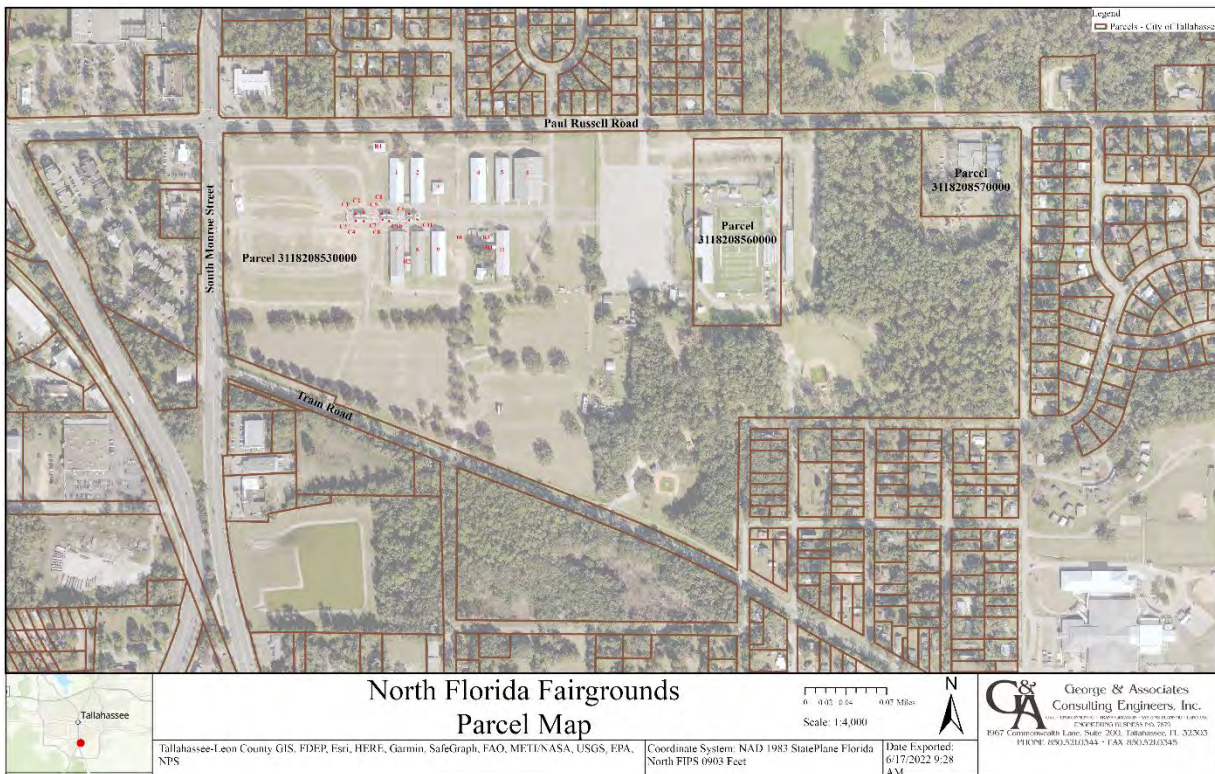


Figure 2.2.1 NFFG Parcel Map (Data Source: TLCGIS, 2022)

### 3. Zoning and Land Use

#### 3.1 Zoning

Approximately 31.9 acres of the parcel is zoned as Planned Unit Development (PUD) and the remainder of the approximately 107 acres is zoned as Open Space (OS). The map below depicts the zoning designation of the Fairgrounds property.

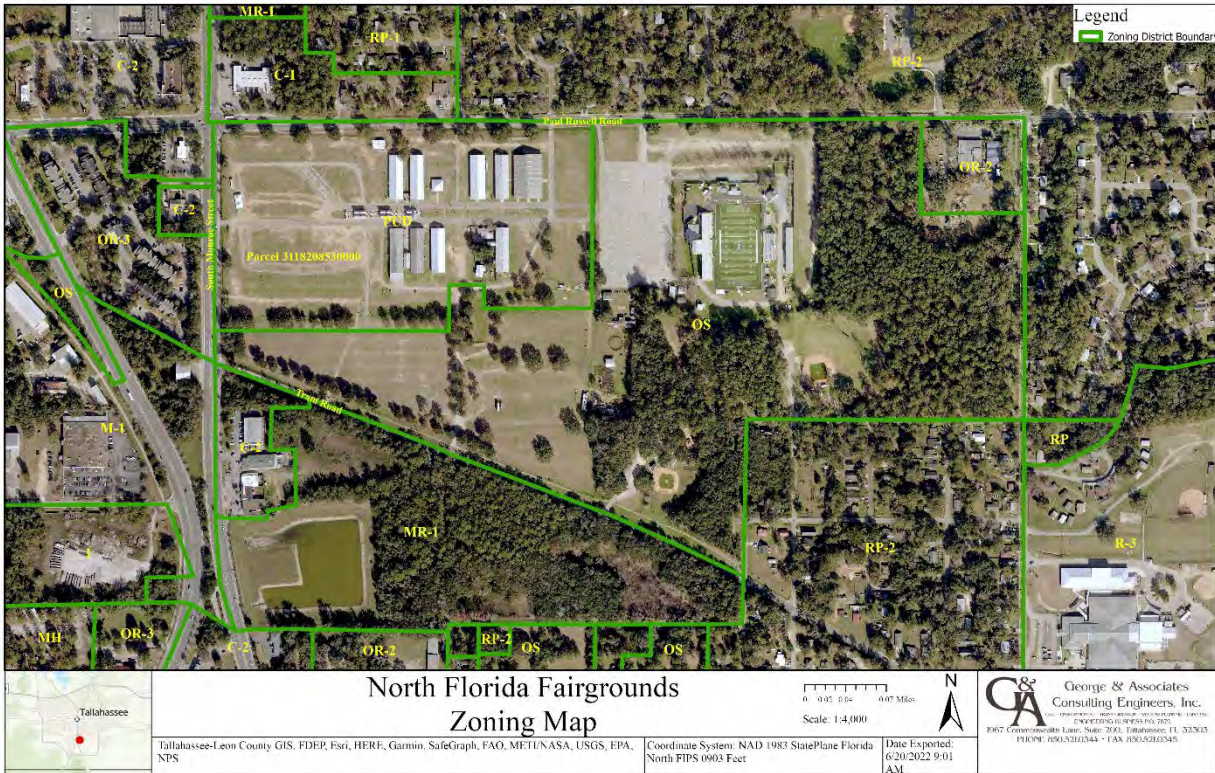


Figure 3.1.1 NFFG Zoning Map (Data Source: TLCGIS, 2022)

#### Open Space District

According to the Tallahassee Land Development Code Section 10-263, the intent of the Open Space (OS) Zoning District is “to provide areas within the community for the resource conservation and passive or active recreational facility needs of the community. Restaurants (without drive thru) and retail uses, which enhance regional public parks with active recreational facilities, are also allowed if integral to the park’s design. The OS district may be applied to publicly or privately owned lands where preservation of natural features is desired. The OS district is permitted in any future land use category established by the comprehensive plan.”

The permitted uses of this district include the following:

- Principal Uses: agriculture; cemeteries; nature centers and related administrative and service facilities; open space, natural areas, conservation areas and wildlife management areas; outdoor passive and active recreational facilities, including trails; silviculture; stormwater management facilities; and restaurants (without drive thru) and retail uses integral to parks containing active recreational facilities.
- Accessory Uses: a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33% of the floor area or cubic volume of the principal use or structure, as determined by the land use administrator; light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the land use administrator.

Development standards for the OS Zoning District can be found in Section 10-263 of the Land Development Code.

### **Planned Unit Development District**

The Planned Unit Development Zoning District is discussed in the Tallahassee Land Development Code Section 10-165. The purpose of this district is “to provide a method by which proposals for a unique zoning district which are not provided for or allowed in the zoning districts otherwise established by this chapter may be evaluated. The planned unit development district may be located in any future land use category established by the comprehensive plan. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining in the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the health, safety, and general welfare. In so doing, the planned unit development district is intended to:

1. Promote more efficient and economic uses of land.
2. Provide flexibility to meet changing needs, technologies, economics, and consumer preferences.
3. Encourage uses of land which reduce transportation needs and which conserve energy and natural resources to the maximum extent possible.
4. Preserve to the greatest extent possible, and utilize in a harmonious fashion, existing landscape features and amenities.
5. Provide for more usable and suitably located recreational facilities, open spaces, and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under a conventional zoning district.
6. Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.



7. Permit the combining and coordinating of land uses, building types, and building relationships within a planned development, which otherwise would not be provided under a conventional zoning district.”

The eligibility requirements, review process, submittal requirements, review criteria, status of previously approved PUDs, and guidance on the creation of standards within the PUD can be found in the Tallahassee Land Development Code Section 10-165.

*The North Florida Fairgrounds: A Commercial-Exhibition Planned Unit Development* was prepared by Broward Davis and Associates, Inc., and was approved in April 1988. The PUD covers 31.9 acres on the northwest portion of the property at the intersection of South Monroe Street and Paul Russell Road. The PUD discusses district intent, land uses, off-street parking, stormwater management, and the property-owners association.

### Multi-Modal Transportation District

The Fairgrounds property is located within the southern boundary of the Multi-Modal Transportation District (MMTD). The MMTD is discussed in Chapter 10, Division 4 of the Tallahassee Land Development Code. The intent of this zoning district is to create a safe environment for all pedestrians, cyclists, and transit users by incorporating the following measures: 1) mixed uses to support walking and cycling, 2) densities to support transit, 3) interconnected streets and paths, and 4) good urban design.

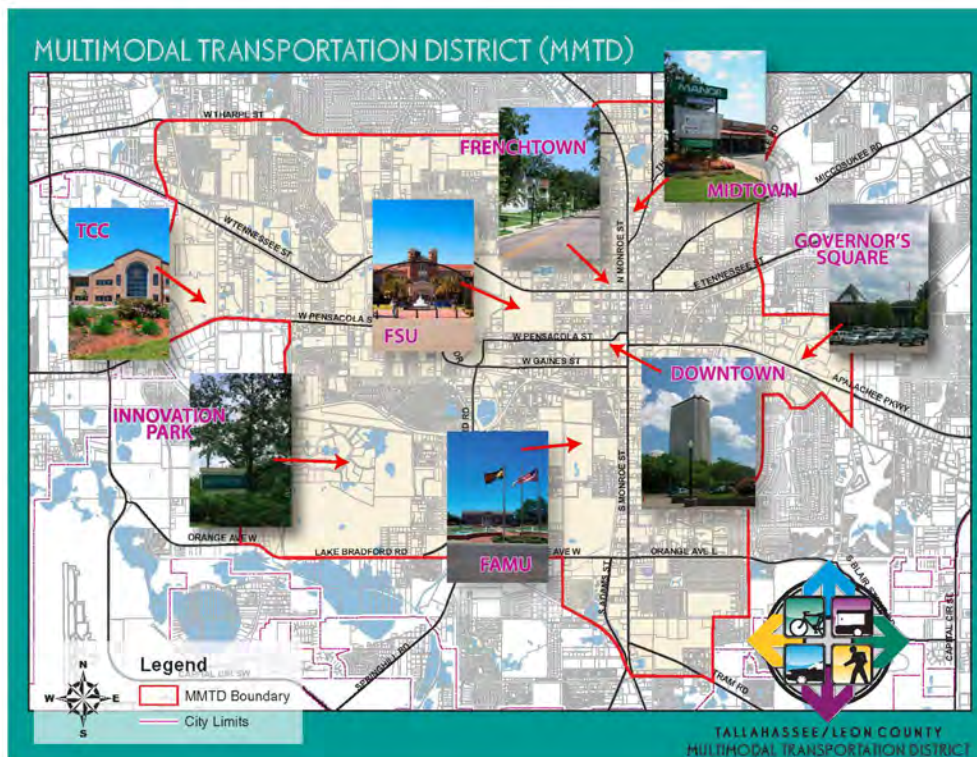


Figure 3.1.2 Tallahassee Multimodal Transportation District (Source: COT, 2022)

### 3.2 Land Use

The Tallahassee-Leon County 2030 Comprehensive Plan contains the Future Land Use Map. Goal 2 of the Land Use component of the Comprehensive Plan is to “provide for a high quality of life by planning for population growth, public and private development and redevelopment and the proper distribution, location and extent of land uses by type, density, and intensity consistent with adequate levels of services and efficient use of facilities and the protection of natural resources and residential neighborhoods.”

The Future Land Use Map categorizes part of the property as Recreation/Open Space and the other as Government Operational. The map below depicts this delineation.

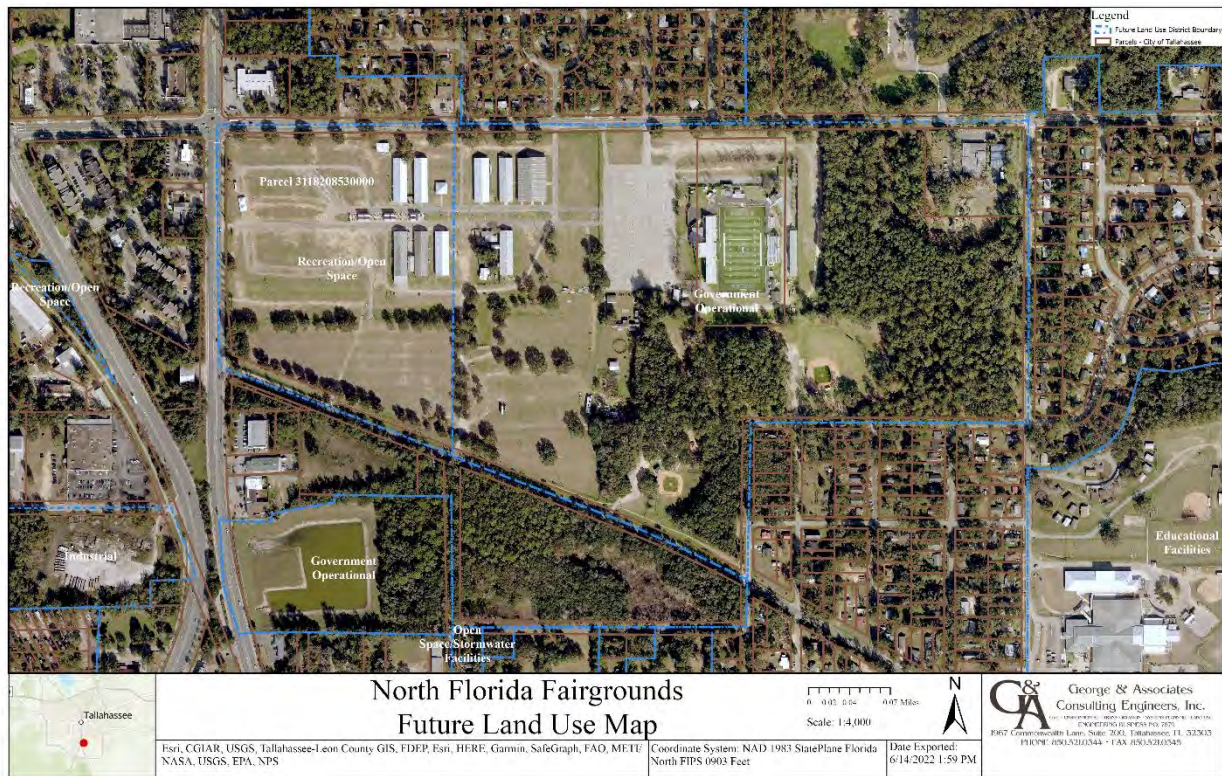


Figure 3.2.1 Future Land Use Map (Data Source: TLCGIS, 2022)

Additionally, the PUD portion of the property is split between Recreation/Open Space and Governmental Operational on the Future Land Use map.

#### Recreation/Open Space

The Tallahassee-Leon County 2030 Comprehensive Plan discusses the Recreation/Open Space land use category in Policy 2.2.14: [L]:

“This category contains:

- 1) Government owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas.
- 2) Privately owned lands which have golf courses, cemeteries, or wildlife management areas.

Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community.”

### **Government Operational**

The Tallahassee-Leon County 2030 Comprehensive Plan discusses the Governmental Operational land use category in Policy 2.2.16: [L]:

“Contains facilities, which include those defined on the Land Use Development Matrix as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary, that provide for the operation of and provision of services on property owned or operated by local, state, and federal government. The government facilities may include services and uses provided by private entities operating on property owned by the local, state, or federal government. These facilities include, but are not limited to:

Airports*	Offices
Correctional Facilities	Outdoor Storage Facilities
Courts	Police/Fire Stations
Electric Generating Facilities	Sanitary Sewer Percolation Ponds
Electric Sub-Stations	Sanitary Sewer Pump Stations
Health Clinics	Sanitary Sewer Sprayfields
Libraries	Vehicle Maintenance Facilities
Incinerators	Waste to Energy
Materials Recovery Facilities	Water Tanks
Museums	Water Treatment Plants
Postal Facilities	Water Wells

\* Includes services and uses provided by private entities that are commonly located at commercial service airports”

## **4. Site Analysis**

### **4.1 Natural Features Inventory**

A preliminary Natural Features Inventory (NFI) review was completed that discusses the natural features that are located on the property. The natural features data was gathered from Tallahassee-Leon County GIS from 2018-2019. The natural features on the property include significant grades, potential karst features, and closed basins. Wetlands are located south of Tram Road, but not on the Fairgrounds property.

Significant grades are areas with a slope between 10% and 20%. There are significant grades located throughout the Fairgrounds property as shown on the NFI Map following.

A potential karst feature is located on the eastern side of the parcel south of the Leon County Agriculture Center. This is located at a potential swamp area at the same location.

The parcel is located within the Fair Grounds Closed Basin watershed, part of the Woodville West Drainage Basin. The entire parcel is located within a closed drainage basin.

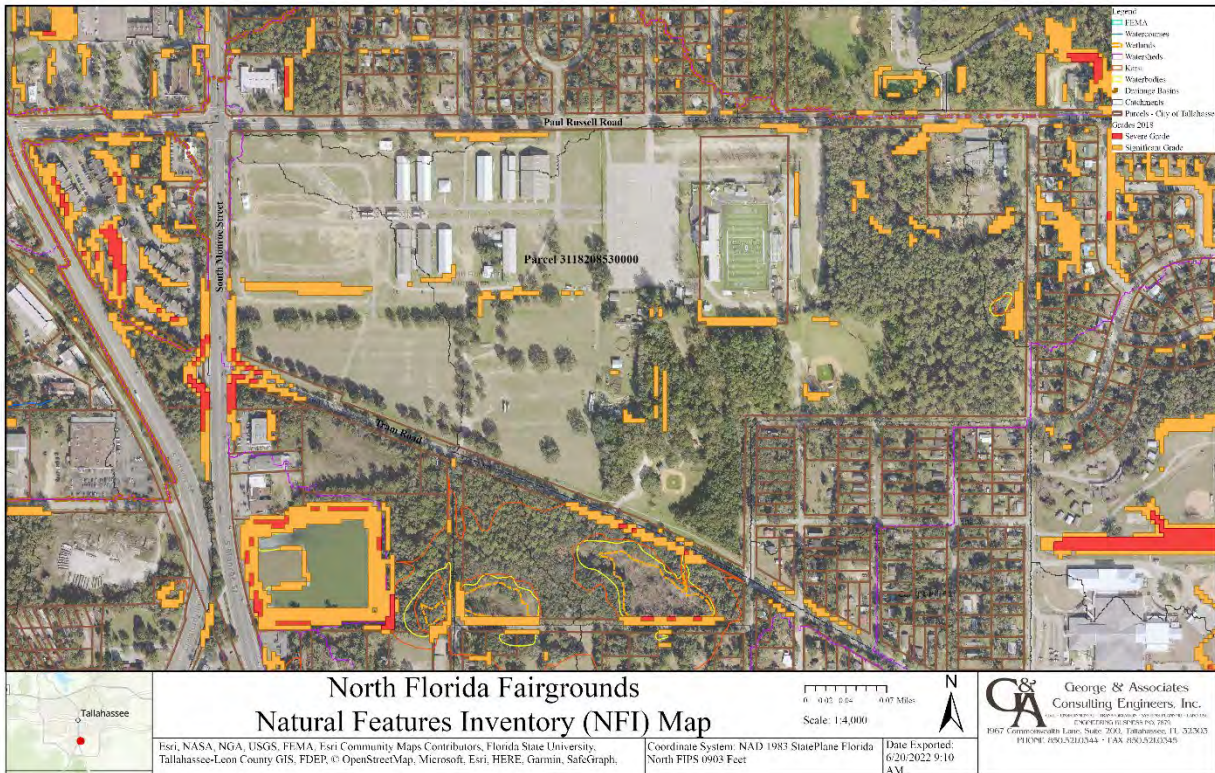


Figure 4.1.1 NFFG Natural Features Inventory (NFI) Map (Data Source: TLCGIS, 2019)

## 4.2 Physical Resources

### Contamination

A Contamination Screening Evaluation Report (CSER) has not been prepared for this site. A contamination report would provide a literature and field review of the potential contamination sources within or adjacent to the property. This report can be completed at a later date.

### Soil Survey

A review of available soil data was conducted for this property. The physiographic region of the parcel is divided between Tallahassee Red Hills and Cody Sandhills. Within the parcel

there are six types of soils: Albany loamy sand, Albany-Urban land complex, Lucy fine sand, Orangeburg fine sandy loam, Orangeburg-Urban land complex, and Ortega sand.



Figure 4.2.1: NFFG Soil Map (Data Source: USDA, 2022)

Table 4.2.1 below provides a legend and breakdown of the soil types and area depicted on the soils map above.

Soils Map Results			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Albany loamy sand, 0 to 2 percent slopes	23.8	22.2%
2	Albany-Urban land complex, 0 to 2 percent slopes	0.7	0.7%
24	Lucy fine sand, 0 to 5 percent slopes	10.6	9.9%
34	Orangeburg fine sandy loam, 5 to 8 percent slopes	67.2	62.7%
36	Orangeburg-Urban land complex, 2 to 12 percent slopes	0.2	0.2%
37	Ortega sand, 0 to 5 percent slopes	4.6	4.3%
<b>Total for Area of Interest (AOI):</b>		<b>107.1</b>	<b>100.0%</b>

Table 4.2.1: North Florida Fairgrounds Soils Map Results (Data Source: USDA, 2022)

## Groundwater Flow

The Topographic Map of the property depicts the surface water flow, which is an indicator of the groundwater flow direction. The contours depicted on this following map were obtained from Tallahassee-Leon County GIS from 2018. A preliminary review indicates that the surface water runoff flows towards the south-central part of the property near Capital Park. The elevation range on the parcel is 50 feet at Capital Park to 115 feet at the northwest of the parcel near the Leon County Agricultural Center. Additional drainage features of the site will be discussed later in this report.

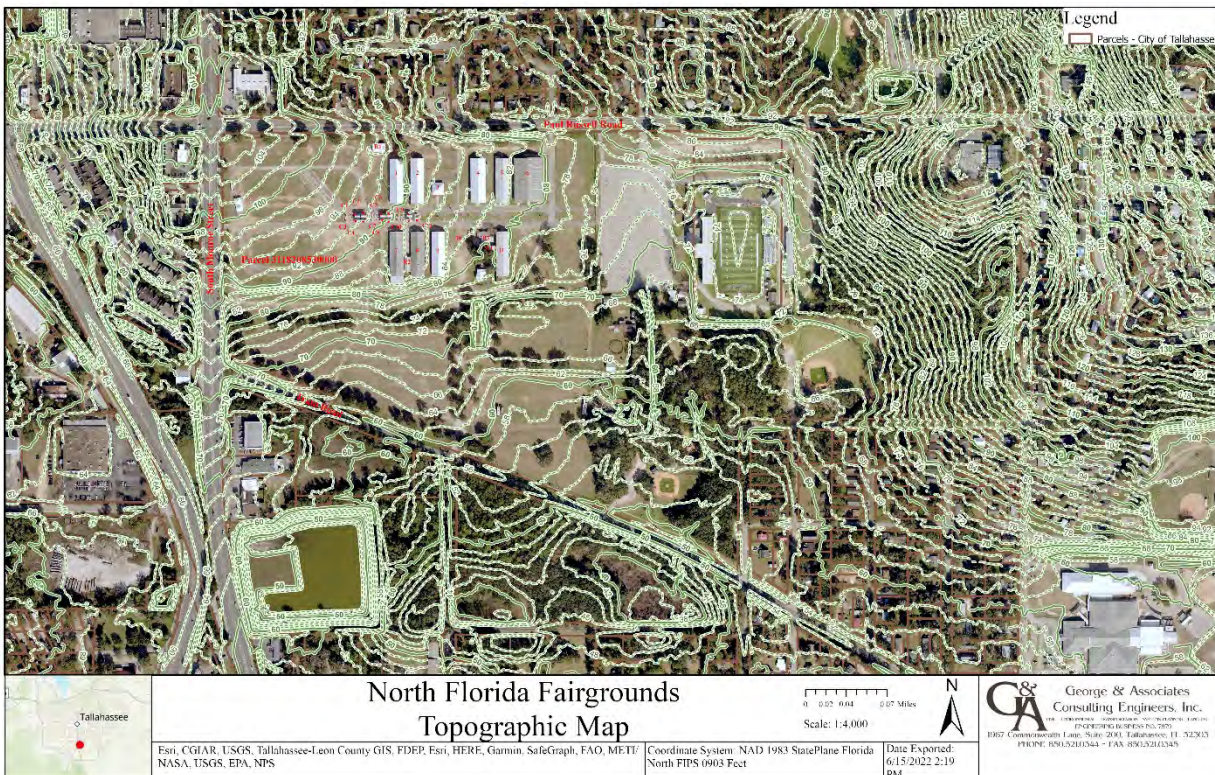


Figure 4.2.2: North Florida Fairgrounds Topographic Map (Data Source: TLCCGIS, 2018)

## Utilities/Infrastructure

An assessment of existing infrastructure on site was conducted using City of Tallahassee GIS data. An 8-inch cast iron potable water line runs east-west along the north side of Paul Russell Road. At the Drive between Building 3 and Building 4, a 6-inch potable water service runs from the 8-inch line south and then west to between Building 1 and Building 2, where a fire hydrant is located. Another hydrant is located along this line on the south side of Paul Russell Road. A fire hydrant flow test was conducted with these hydrants (results discussed in a subsequent section).

An existing 6-inch vitrified clay pipe (VCP) sanitary sewer gravity main runs east-west on the north side of Paul Russell Road. A 6-inch VCP sanitary main runs from that line south along Building 6 on the property and then west through the centerline of the buildings. A dump station is located near the northeast corner of Building 6. The dump station needs improvement and is pictured in Figure 4.2.2. An 8-inch polyvinyl chloride (PVC) sanitary sewer gravity main runs along the north side of Tram Road and ends just east of Capital Park. Another 8-inch PVC main runs from Omega Avenue through Capital Park to the Gene Cox Stadium.

Electric service runs along each side of the parcel and services buildings and lighting on the parcel. Most of the service lines surrounding and located on the site are overhead, with a small portion underground. Gas service runs along Paul Russell Road, South Monroe Street, Tram Road, and Zilah Street. A gas service runs south from Paul Russell Road to the Gene Cox Stadium. There are minimal stormwater pipes on the property. Stormwater design will be discussed later in this report. The North Florida Fairgrounds Infrastructure and Utilities Map below depicts the infrastructure discussed above.



Figure 4.2.3: Existing Dump Station

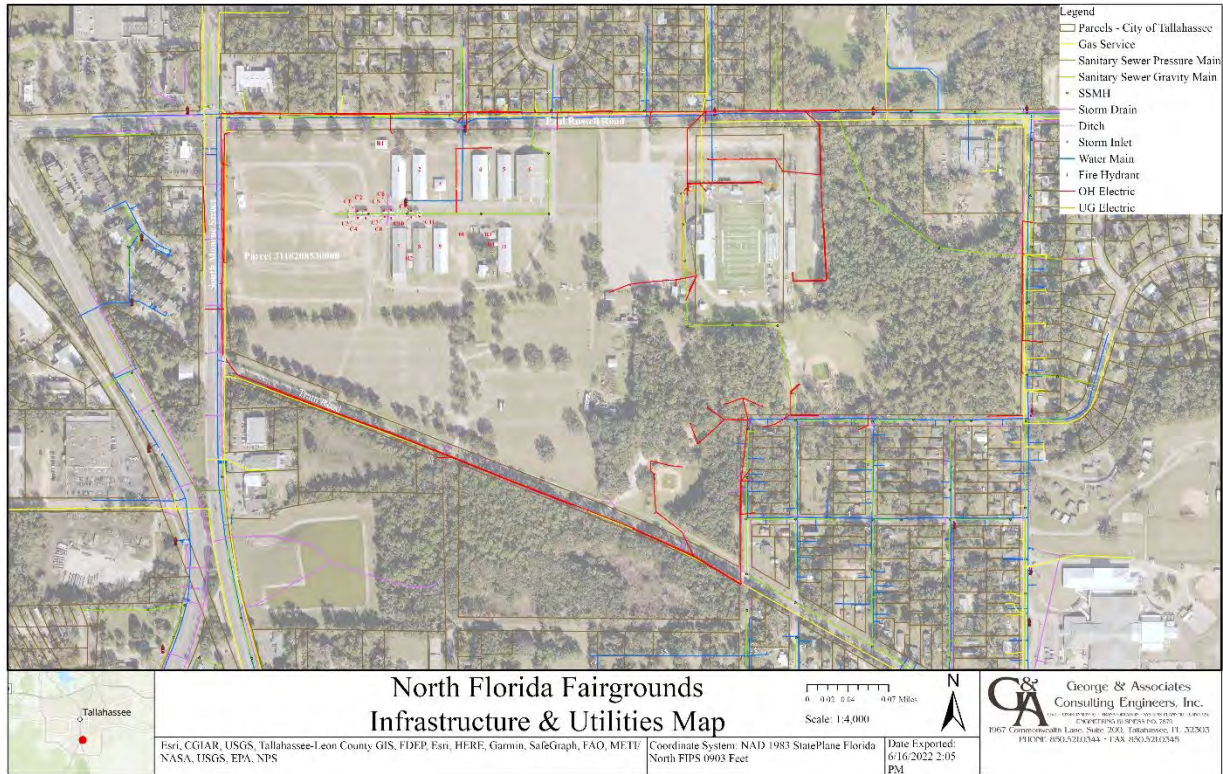


Figure 4.2.4 NFFG Infrastructure and Utilities Map (Data Source: TLCGIS, 2022)

### 4.3 Cultural Resources

A preliminary Cultural Resource Assessment was conducted for this property through a record search of the Florida Master Site File retrieved from the Division of Historical Resources at the Florida Department of State. The resources on the property are building structures. The Florida Master Site File contains a record of the following resources within a 250-foot buffer of the parcel, depicted on the following results map.



FMSF No.	Address/Site Name	Build Date	Style/Type/Use	SHPO Evaluation
LE02412	Tallahassee / Winne Dixie South		AR	Not Eligible
LE03273	402 Alpha Street / Brack/Dalton House	c1946	Frame Vernacular	
LE03279	3245 Cornelia Street	1939	Frame Vernacular	
LE03280	3418 Drury Street	1950	Frame Vernacular	
LE03285	3402 Laura Street	1950	Frame Vernacular	
LE03294	3407 Mizell Street	1946	Frame Vernacular	
LE03300	411 Omega Street	1950	Frame Vernacular	
LE03301	525 Omega Street	1950	Frame Vernacular	
LE05801	Tallahassee / Leon County Fairgrounds		FMSF Building Complex - 4 Contrib. Resources	Not Eligible
LE05802	3434 S. Monroe Street	c1961	Masonry Vernacular	Not Eligible
LE05906	411 Paul Russell Road / Building 1 - Leon County Fairgrounds	1954	Industrial Vernacular	Insufficient Info
LE05907	411 Paul Russell Road / Building 2 - Leon County Fairgrounds	1955	Industrial Vernacular	Insufficient Info
LE05908	411 Paul Russell Road / Building 7 - Leon County Fairgrounds	1956	Industrial Vernacular	Insufficient Info
LE05909	411 Paul Russell Road / Building 8 - Leon County Fairgrounds	1956	Industrial Vernacular	Insufficient Info

Table 4.3.1 Florida Master Site File, Cultural Resource Roster (Data Source: DOS, 2022)



Figure 4.3.1 Florida Master Site File Results Map  
(Data Source: DOS, 2022)

## 4.4 Engineering Analysis

### Existing Site

There are a total of 11 buildings on the Fairgrounds parcel, as well as multiple accessory buildings. Grassed areas are used for event parking, in addition to the asphalt parking lot shared with the Gene Cox Stadium. There are both paved and gravel driveways throughout. An approximate existing site data table using GIS data follows.

<b>SITE DATA TABLE</b>			
<b>Total Parcel Size</b>	<b>Sq. Ft.</b>	<b>Acres</b>	<b>% of Site</b>
Area Within the Limits of Construction	4,664,299	107.08	100.00%
<b>Existing Impervious Area</b>			
<b>Existing Impervious Area</b>	<b>Sq. Ft.</b>	<b>Acres</b>	<b>% of Site</b>
Existing Asphalt Paving	407,612	9.36	8.74%
Exist Concrete	40,601	0.93	0.87%
Existing Buildings	169,862	3.90	3.64%
<b>Total Existing Impervious Area</b>	<b>618,076</b>	<b>14.19</b>	<b>13.25%</b>
<b>Proposed Impervious</b>			
<b>Proposed Impervious</b>	<b>Sq. Ft.</b>	<b>Acres</b>	<b>% of Site</b>
Proposed Asphalt Paving	0	0.00	0.00%
Proposed Concrete	0	0.00	0.00%
Proposed Buildings	0	0.00	0.00%
<b>Total Proposed Impervious Area</b>	<b>0</b>	<b>0.00</b>	<b>0.00%</b>
<b>Post Construction</b>			
<b>Post Construction</b>	<b>Sq. Ft.</b>	<b>Acres</b>	<b>% of Site</b>
<b>Total Impervious Area Post Construction</b>	618,076	14.19	13.25%
<b>Total Pervious Area Post Construction</b>	4,046,223	92.89	86.75%

Table 4.4.1 Existing Site Data Table (Data Source: GIS, 2019)

### Design Criteria

The site design must be consistent with the Tallahassee-Leon County Comprehensive Plan and the Tallahassee Land Development Code at a minimum. The portion of the property within the PUD must adhere to standards set forth in the PUD document.

The Americans with Disabilities Act of 1990 “prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life.” Under this Act, the adopted *2010 ADA Standards for Accessible Design* created enforceable accessibility standards, which will not be included in this report but can be found at [www.ada.gov](http://www.ada.gov).

From an initial site review, many developed areas of the property do not meet ADA requirements for sidewalks and parking stalls. The sidewalk slope in many locations exceeds maximum cross-slope for ADA compliance.



Figure 4.4.1 Existing Sidewalk ADA Assessment

There are 15 handicapped parking spaces in the paved lot that is shared with the Gene Cox Stadium. Within the Fairgrounds, signage designates non-compliant ADA parking stalls. There are areas in the grassed area signed as handicapped, but these stalls do not meet minimum requirements for ADA compliance.



Figure 4.4.2 Existing Handicapped Parking ADA Assessment

### Fire Hydrant Flow Test

A fire hydrant flow test was conducted on June 8, 2022. The results of this test indicate that the current flow meets NFPA 1, 18.4.5 Florida Fire Prevention Code for meeting the fire flow requirements of 1,000 gallons per minute for automatic sprinkler systems.



A) Flow Rate and Pressure      B) Residual Pressure      C) Static Pressure

Figure 4.4.3 Fire Hydrant Flow Test Results (June 2022)

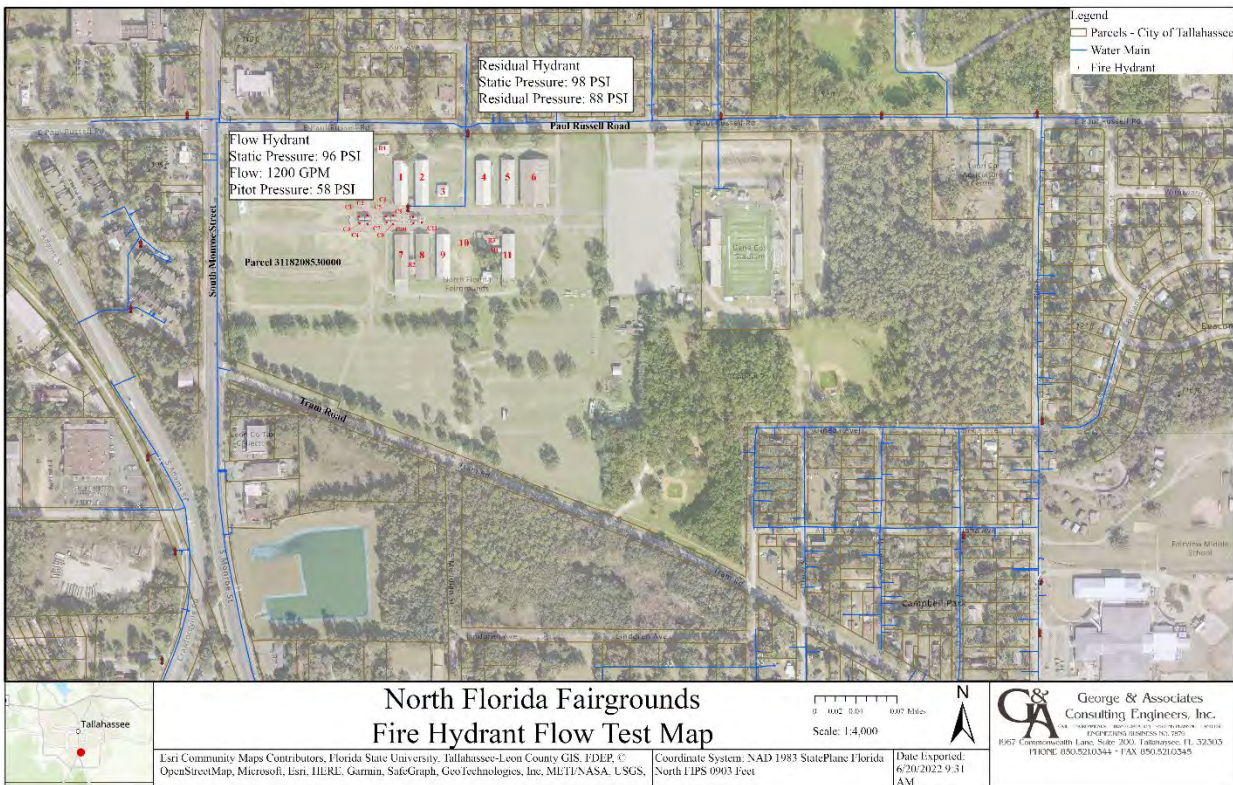


Figure 4.4.4 Fire Hydrant Flow Test Results Map (Data Source: TLCGIS, G&A, 2022)

## Stormwater Design

The property is located in a closed drainage basin within the Woodville West Drainage Basin. There is minimal to no formalized drainage collection system on this site.

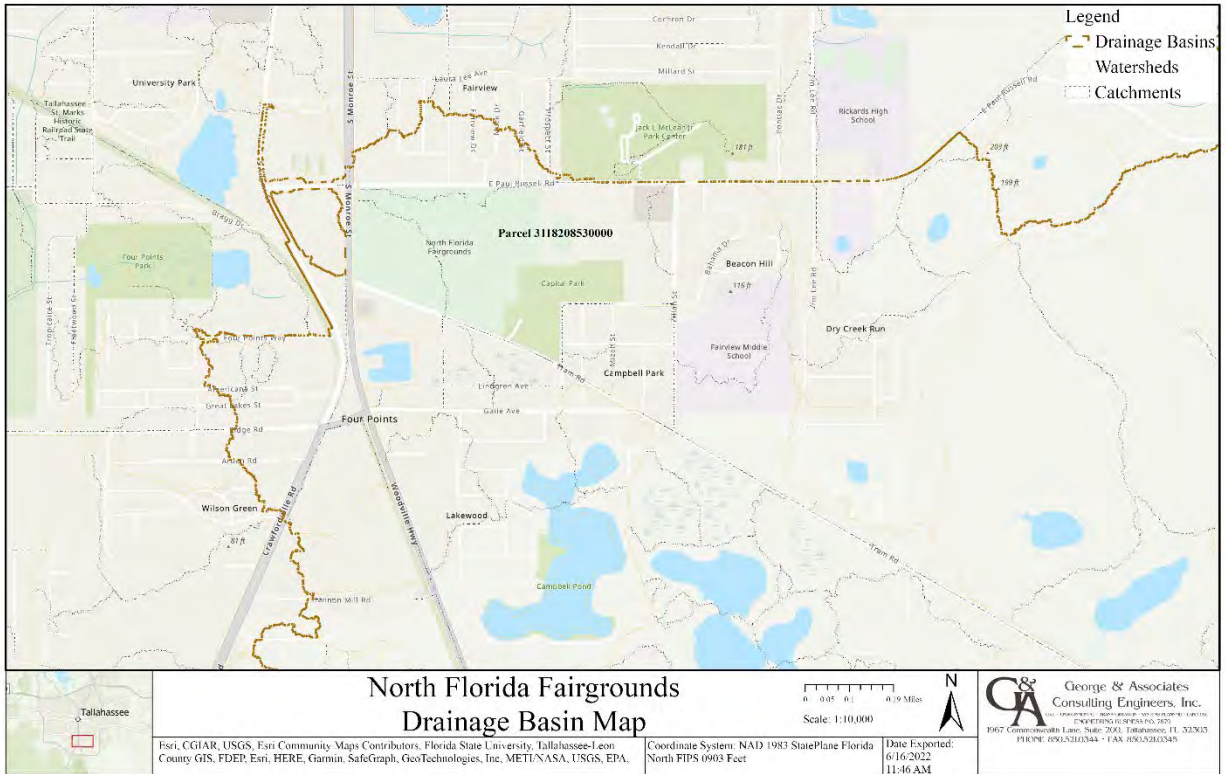


Figure 4.4.5 NFFG Drainage Basin Map (Data Source: TLCGIS, 2022)

The only on-site stormwater management facility was constructed as part of the buildings developed and has a current Stormwater Operating Permit, TOP090816.



1) Existing SWMF

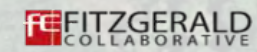


2) Drainage Inlets, Main Drive

Figure 4.4.6 NFFG Drainage System Features

# Proposed Fairgrounds Beautification & Improvements

Improvements to enhance existing site assets, make infrastructure improvements, and prepare the site for future private/public investment.



## The proposed \$30 million for improvements includes design and construction of:

- Site prep, demolition, and grading for new community areas, Capital Park, stormwater ponds, and new stadium parking **\$4.0 Million**
- Utility upgrades including water, sewer, electric for entire Master Plan area **\$1.1 Million**
- Stormwater ponds with beautification, walking paths, and amenities **\$6.1 Million**
- Outdoor pavilion, indoor community event space and new restrooms, central green **\$4.3 Million**
- Fair Association building renovations **\$3.5 Million**
- New and repaired parking areas surrounding Gene Cox Stadium **\$2.5 Million**
- New Capital Park ballfields, restroom, concessions, and parking spaces **\$3.0 Million**

Construction	<b>\$24.5 Million</b>
Construction Contingency (11.3%)	<b>\$3.0 Million</b>
Planning/Pre-Design	<b>\$0.5 Million</b>
Design/Permitting	<b>\$2.0 Million</b>
<b>Total</b>	<b>\$30 Million</b>

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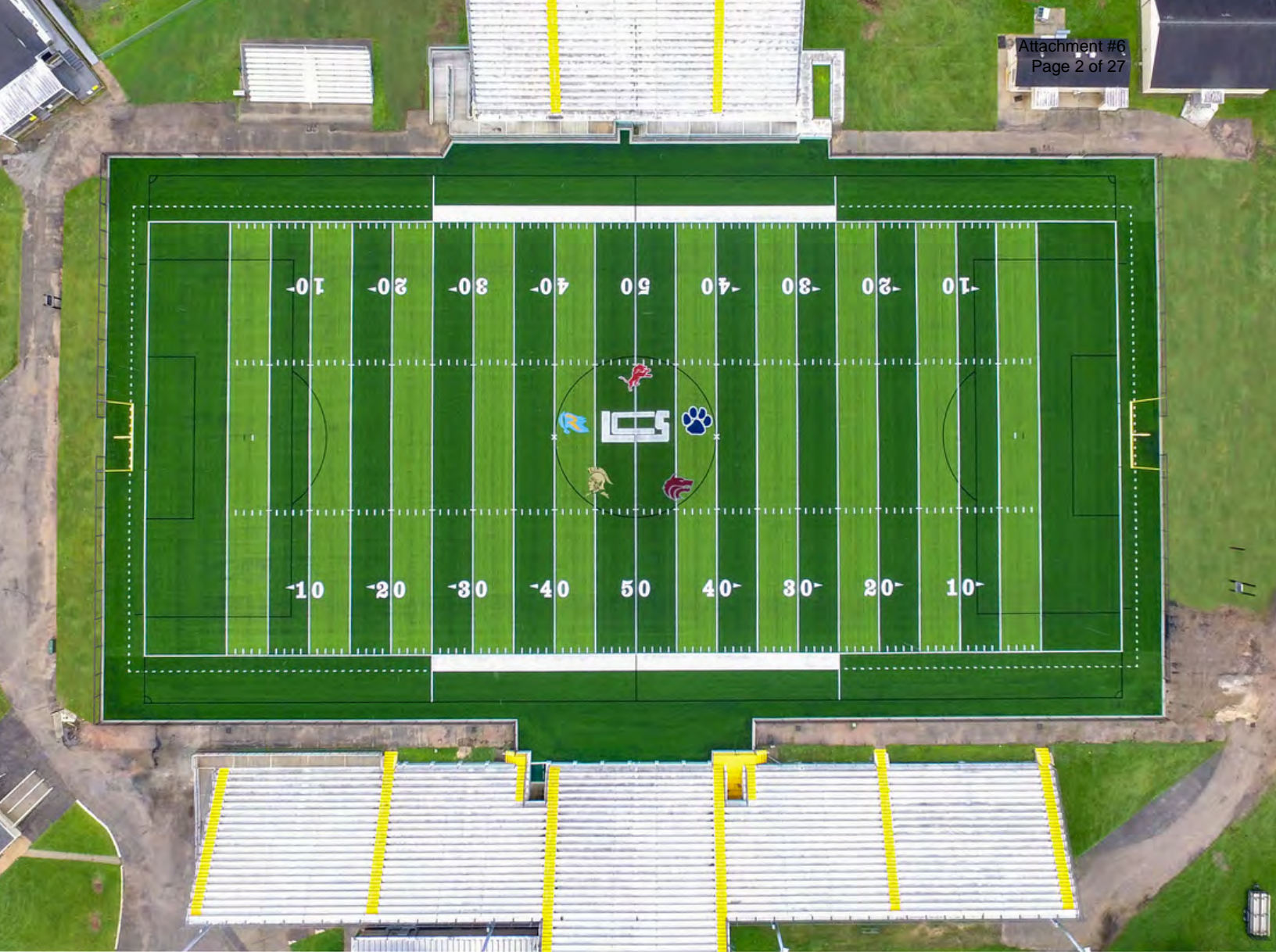
# Gene Cox Stadium

February 1, 2022

Prepared for Blueprint & Leon Intergovernmental Agency

Leon County Schools





# overview

Built: 1961

Cost to Build: \$108,000

Capacity: 5,500

Playing Surface: Turf

Location: North Florida Fairgrounds

Paul Russell Road

Ownership: Owned by Leon County Government

Leased by Leon County Schools (1989-2029)

# history

Hurley Rudd Field at Gene Cox Stadium is THE big game stadium for prep sports and events in Leon County. The stadium was built in 1961 for \$108,000 and was originally called Capital Stadium. The stadium was originally built for the “old” Lincoln High School Tigers who played the first official game there. The name was changed in 1998 to honor local high school coaching legend Gene Cox shortly after his retirement and the field was named in honor of four-term Florida state legislator and former Tallahassee mayor, Hurley Rudd Sr.



# prior events

- 1996 – 2000 FHSAA Soccer State Championships
- 2006 Tallahassee Titans training site (Indoor Football)
- 2012 FHSAA Flag Football State Championships
- 2014 FHSAA Flag Football State Championships
- 2019 FHSAA Football State Championships
- 2019 - 2021 Big Bend Marching Band Showcase
- 2021 FHSAA Football State Championships
- 2021 Tallahassee Soccer Club NPSL Season

For more than sixty years, student athletes have looked forward to playing under the lights inside the jewel of the south-side.

The allure of Gene Cox Stadium has been at the center of so many dinners, bar-b-ques and family gatherings in our community for decades.

Big games, cheer leading sets and tumbles, band competitions, graduations, law enforcement promotions, military swear ins, and so many more events have been held here.

The experiences of growing up in Leon County and participating in an event at Gene Cox Stadium is uniquely part of our home town culture; part of the fabric of what it means to live in Leon County and Tallahassee.

Leon County Schools is asking the community to help us keep Gene Cox Stadium at the center of core memories for years to come.

Enhancing your stadium is a worthwhile investment for current Leon residents as well as thousands of annual visitors.





## renovation goal

Re-imagine the entrance to be more welcoming, safer for pedestrians, and create easier access to stadium seating and restrooms as well as providing additional concession options for visitors and small businesses.

## budget & proposal

Leon County Schools invested \$1.2 million in 2018 for a new turf field, drainage enhancements and score boards. Total estimated cost for the new improvements is \$1.73 million. LCS will contribute \$200,000 towards this new project and is requesting a \$1.5 million investment from the committee. If approved, LCS will have provided \$1.5 million of the total \$3 million in enhancements.

# economic impact

In 2021 approximately one-third of visitors came to Leon County to attend a sports tournament, race, or other event – either as a participant or spectator – generating significant economic benefits to the community. As one of the fastest growing sectors in tourism, sports tourism provides access to participation and volunteerism coupled with the intangible benefits of civic pride, quality of life, and community connectedness.

# additional events

These improvements to Gene Cox Stadium would further strengthen our ability to host additional events such as high school soccer, lacrosse and flag football championships, college lacrosse events, Cross fit competitions expansion of the Band Competition and more.





The time is now to re-imagine the entrance to Gene Cox Stadium--and to add to its storied history.





**\$1.2 Million  
Field  
Infrastructure**



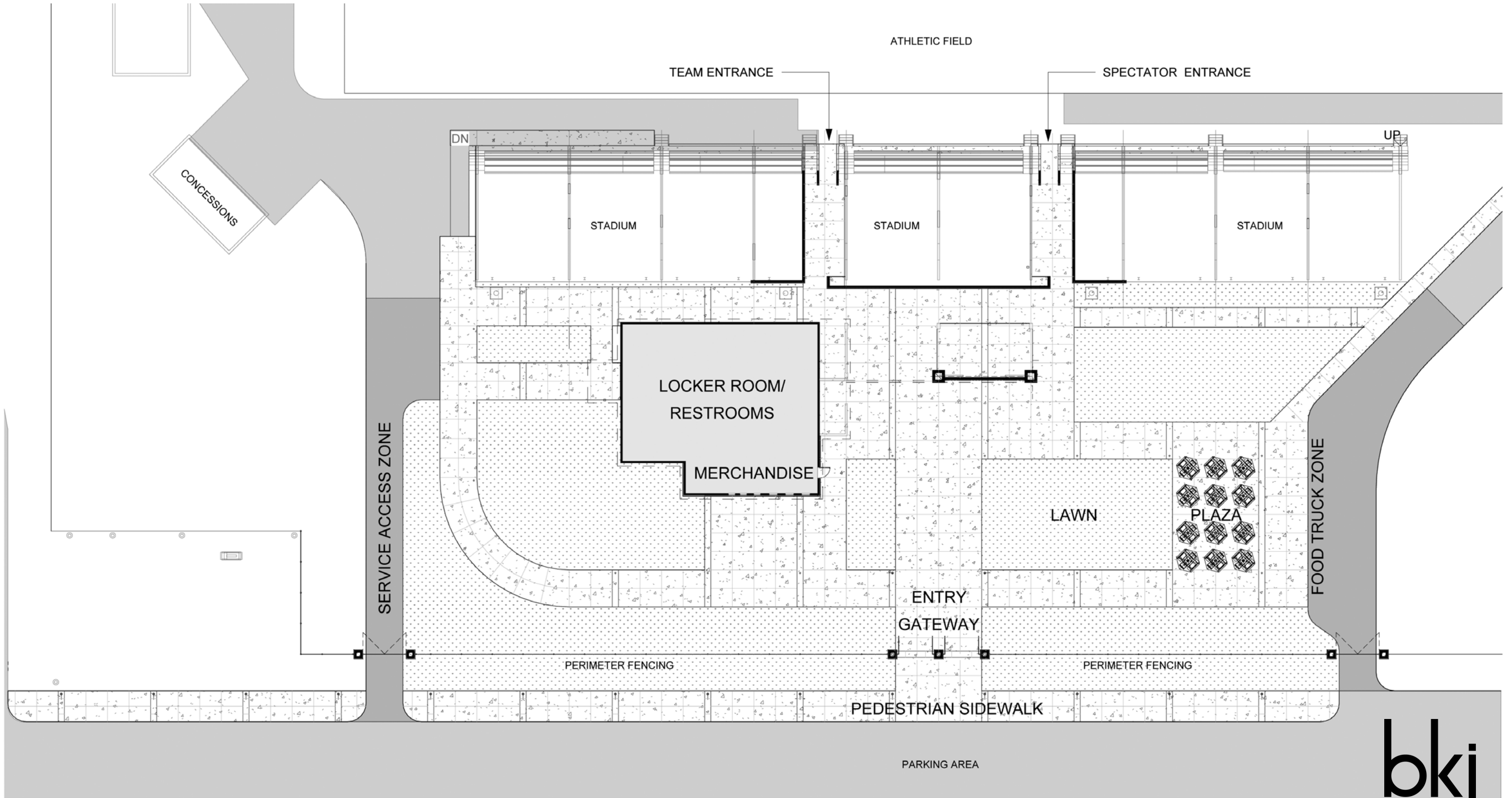


PRELIMINARY DESIGN FOR  
**GENE COX STADIUM**  
RENOVATION  
PROGRESS | 12.14.21

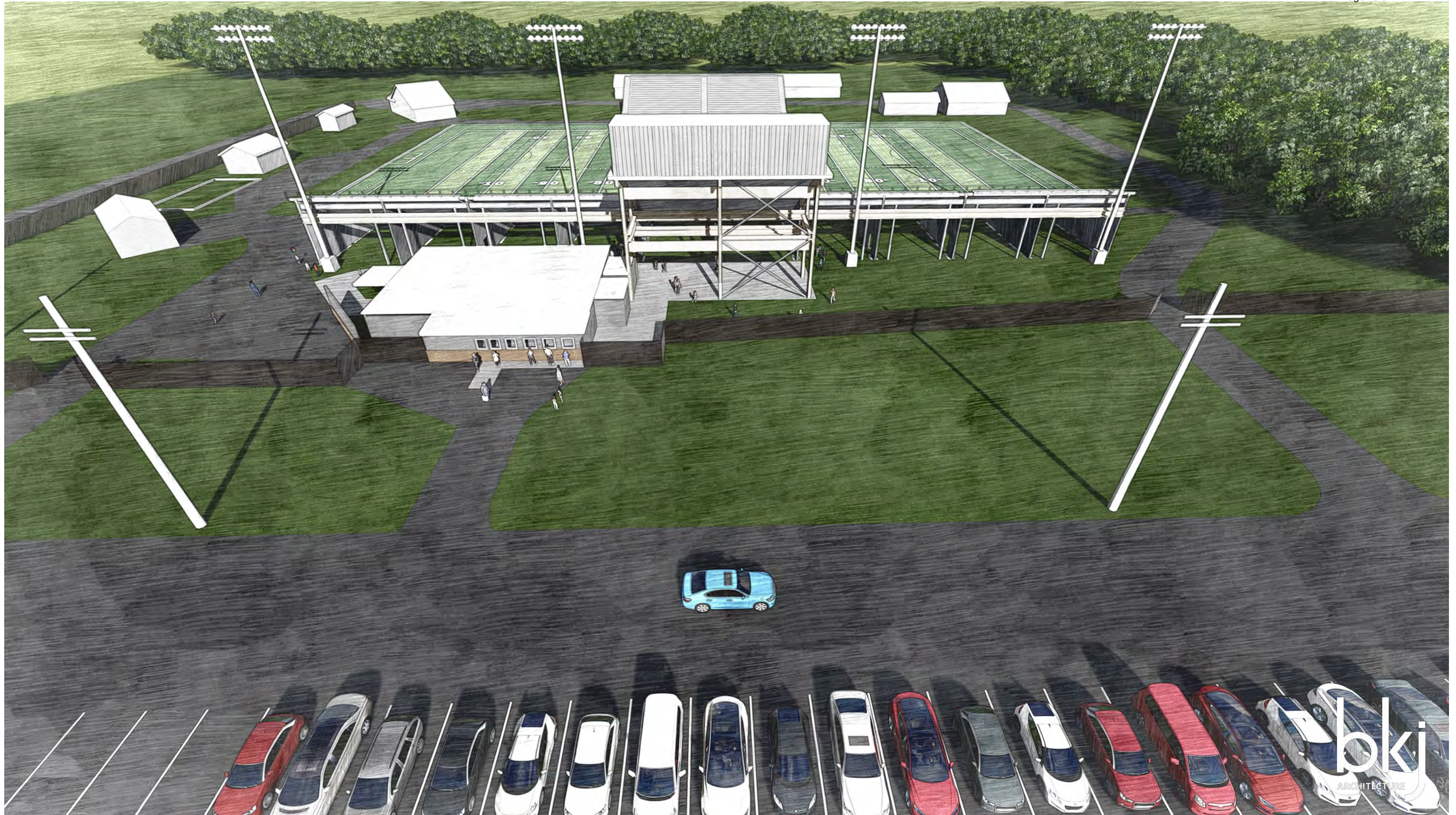












**LEON COUNTY SCHOOLS** **Gene Cox Stadium**  
641 Paul Russel Rd. | Tallahassee, FL

Existing Conditions | Aerial View

Scale: NTS

Date: 14 December 2021



















bkj  
ARCHITECTURE

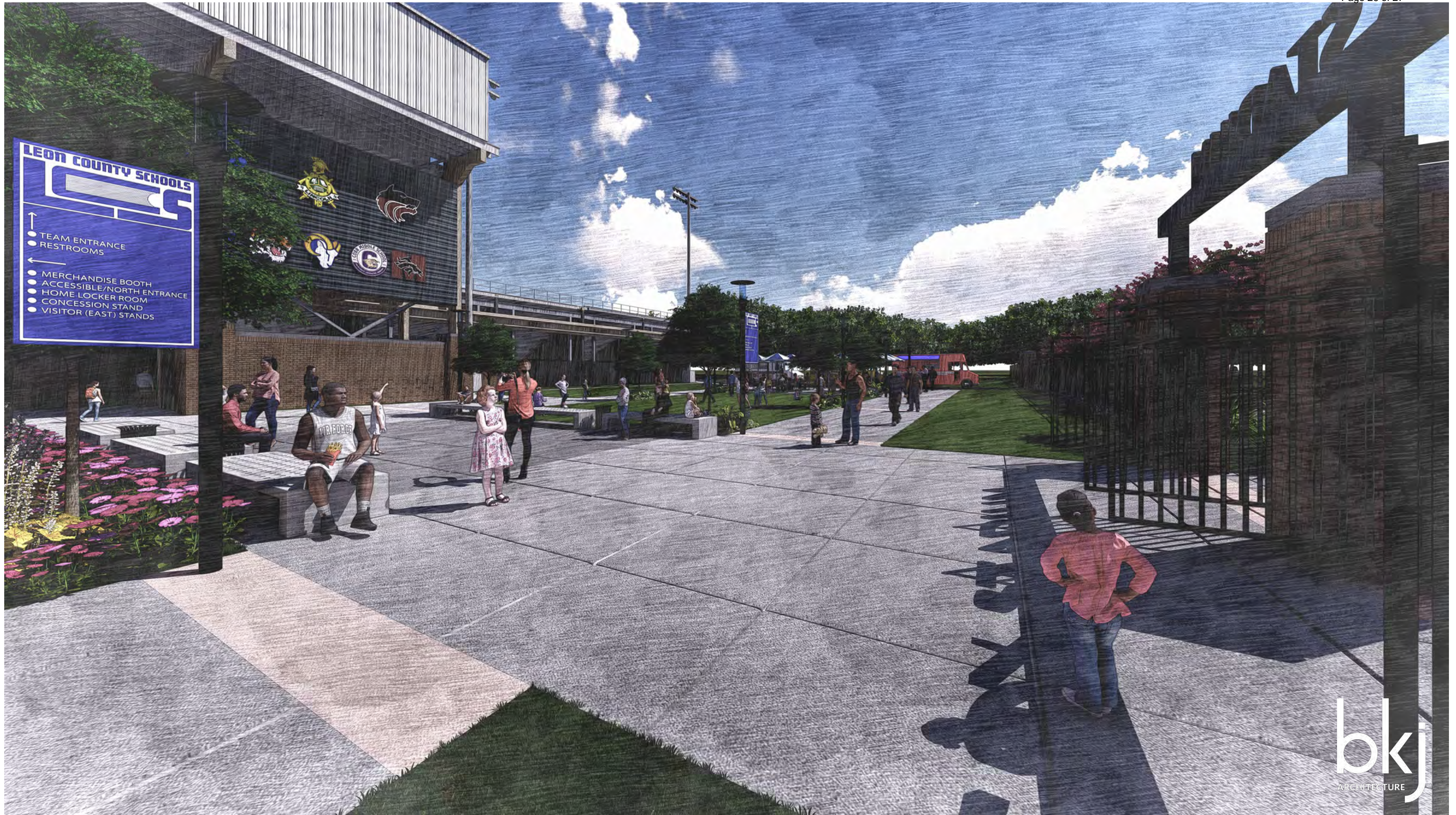












**PROJECT BUDGET SUMMARY (No site permitting or stormwater included)**  
**Leon County Schools - Gene Cox Stadium Renovation**  
**Date: January 18, 2022**

<b>Construction Budget</b>	
<b>Construction Components</b>	<b>Cost</b>
General Conditions	\$ 61,063.00
Cutting and Patching	\$ 1,500.00
Remove Existing Trees	\$ 10,500.00
Remove Existing Fencing	\$ 2,000.00
Grading	\$ 78,000.00
Asphalt	\$ 11,913.00
Exterior Furniture	\$ 63,850.00
Landscape and Irrigation	\$ 51,100.00
Black Vinyl Fence and Windscreen	\$ 10,500.00
Decorative Aluminum Fence	\$ 110,000.00
Sidewalks	\$ 282,768.00
Foundations	\$ 14,133.00
Masonry	\$ 203,739.00
Perforated Metal Screen and Entrance Headers	\$ 78,000.00
Locker/Restroom Metal Panel Fascia	\$ 54,000.00
Locker/Restroom Covered Entrances	\$ 25,000.00
Team Logos and Building Lettering	\$ 32,000.00
Electrical	\$ 200,000.00
Sales Tax	\$ 4,427.00
Labor Burden	\$ 22,148.00
General Liability	\$ 6,017.00
Builders Risk	\$ 5,003.00
Other Insurance	\$ 1,646.00
CM Overhead and Profit	\$ 106,344.00
Bond	\$ 15,539.00
Contingency	\$ 72,559.00
<b>Total Construction Cost</b>	<b>\$ 1,523,749.00</b>

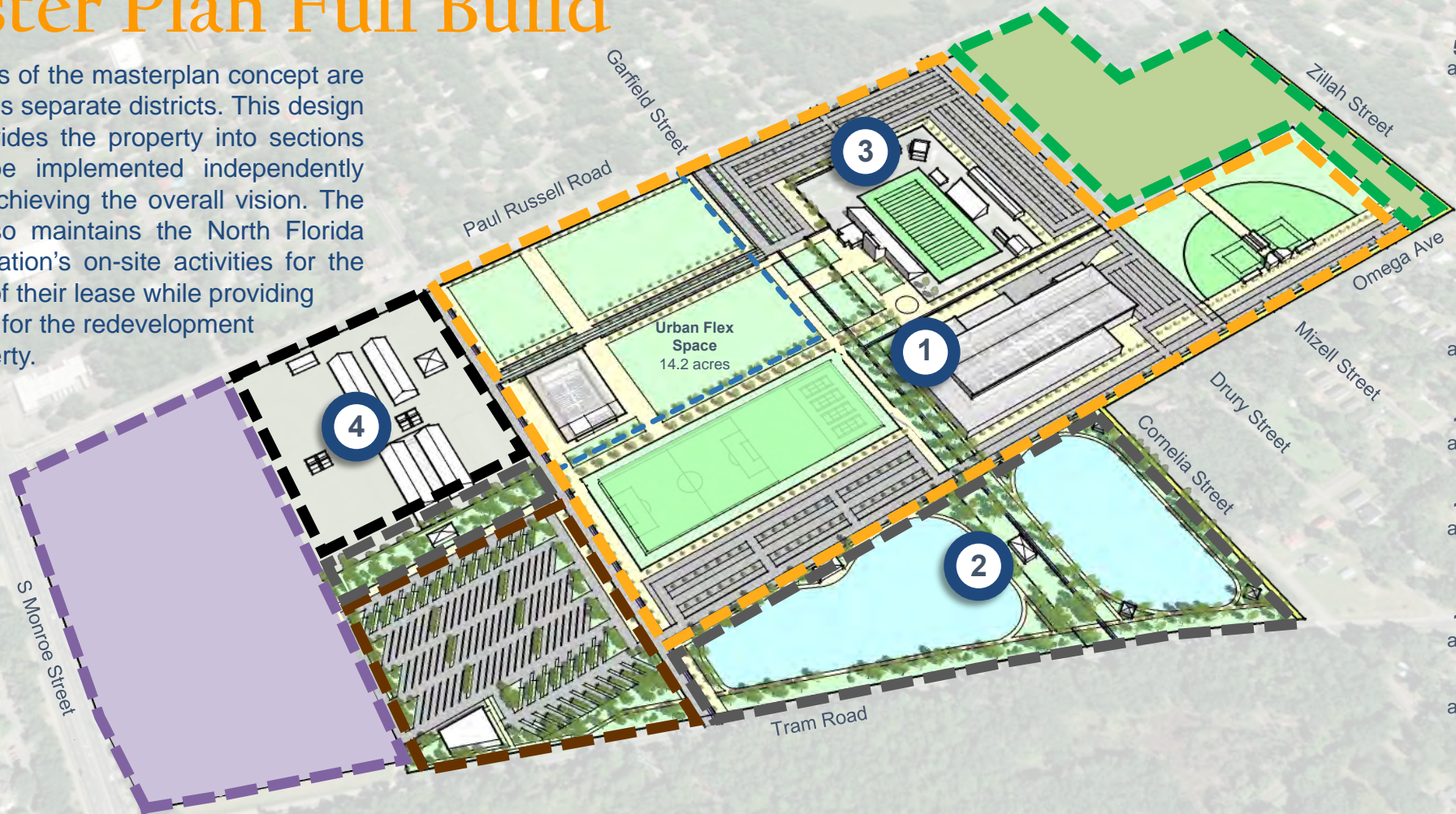
<b>Other Project Costs</b>	
<b>Other Project Components</b>	<b>Cost</b>
Basic Services	\$ 100,785.00
Existing Conditions Drawings	\$ 5,035.00
Site/Civil Engineering	\$ 60,000.00
Landscape Architecture	\$ 12,000.00
Owner's Contingency	\$ 25,000.00
Survey	\$ 5,000.00
Geotechnical Investigation	\$ 6,000.00
Natural Features Inventory (not included)	\$ -
Cultural Resources Assessment Survey (not included)	\$ -
Site/Environmental Permit (not included)	\$ -
Building Permit (LCS self permit, no bldg. permit fee included)	\$ -
<b>Total Other Project Costs</b>	<b>\$ 213,820.00</b>

<b>ALL COSTS</b>	<b>\$ 1,737,569.00</b>
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# Master Plan Full Build

Components of the masterplan concept are presented as separate districts. This design strategy divides the property into sections that can be implemented independently while still achieving the overall vision. The concept also maintains the North Florida Fair Association's on-site activities for the remainder of their lease while providing a road map for the redevelopment of the property.



- 55.7 acres**  **Sports Core**  
 Capital Park upgrades, stadium façade improvements, regional sports and events center, outdoor pavilion, indoor events space and new restrooms, central lawn, sports courts, and multipurpose playing fields
- 7.4 acres**  **RV Amenities Area**  
 Full-service RV parking with amenity facility and additional vehicle parking
- 13.4 acres**  **Mixed-Use Urban Edge**  
 Retail, multifamily residential, and additional lodging
- 13.5 acres**  **Residential Transition**  
 Housing, pocket park, and required 10.6-acre tree canopy natural preserve area
- 13.6 acres**  **Community Walk**  
 Stormwater ponds and walking trails
- 8.6 acres**  **Existing Midway Exhibition Area**



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# EXECUTIVE SUMMARY

PREPARED FOR: BLUEPRINT INTERGOVERNMENTAL AGENCY

PREPARED BY: KIMLEY-HORN AND SPORTS FACILITIES ADVISORY

REPORT DELIVERY DATE: FEBRUARY 2024



THIS PROJECT IS REPRESENTED BY



FOR MORE INFORMATION VISIT  
[WWW.SPORTSFACILITIES.COM](http://WWW.SPORTSFACILITIES.COM)



Sports Facilities Advisory (SFA) was engaged by the Blueprint Intergovernmental Agency (Client) to produce a five-year financial forecast (financial feasibility study) for the development of an indoor regional sports and events complex in Tallahassee, Florida at the Leon County Fairgrounds as part of the Fairgrounds Master Plan project. This executive summary provides an overview of SFA's detailed financial forecasts (pro forma), which have been delivered as associated documents. SFA has provided the asset and space breakdowns of each model (**the Sports and Events Model** and **the Sports-Focused Model**), followed by the financial performance summary of the corresponding model.

## DEFINITIONS OF SUCCESS

- Develop a premier sports tourism complex that attracts, hosts, and retains sports tournaments and non-sporting events
- Create a significant driver of economic impact that functions as a catalyst for economic development and community redevelopment growth of the Southside
- Establish a business model that results in a self-sustainable operation
- Develop a facility that increase local access to sport and recreation spaces

### Summary of Tasks Performed to Complete the Feasibility Study

To assess the feasibility of the complex, SFA completed the following steps:

1. Facilitated an in-depth business development planning session with the Project Team to understand the vision, goals, business plan, and parameters of the complex and operations.
2. Performed research to determine current fees at indoor sports and events complexes in the local market and in the region and utilized this research to develop the initial market opportunity presentation.
3. Established fair market value pricing for fees at the new complex.
4. Created an in-depth facility program to match the planned sports and events complex.
5. Created an opinion of cost for facility construction and operational start-up based on real-world, indoor sports and events complexes that are currently in construction as well as regional cost data from the construction industry.



6. Developed a financial forecast to project the market-based demand, financial forecast expectations, and economic impact analysis for the two proposed models: the **Sports and Events Model (Recommended)** and the **Sports-Focused Model**.
7. Integrated insights from SFA's database of more than 700 sports and recreation facilities across the United States, trends in sports participation, and real-world, real-time operational strategies and best practices from SFA's management company.
8. Reviewed and finalized the financial forecasts with the Project Team.

### Assessment of Feasibility

Based on the findings of the study and as detailed in the projections of the financial feasibility assessment, SFA recommends the development of the **Sports and Events Model** as a feasible project that can cover its financial obligations and generate sufficient income to fund capital improvements as the facility ages and capital repairs/replacements are required. SFA recommends reviewing this information in concert with financial performance data and guarantees from the Client's core operation partners and its managers in the determination of funding. SFA is available to review and discuss the findings and results of this study.

### Indoor Facility Program – Sports and Events Model (Recommended)

#### Indoor Athletic/Event Center

Space	Indoor Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
Courts	Basketball Courts (actual courts 84' x 50')	6	104	80	8,320	49,920	29.6%
	Basketball Courts (w/Seated Event Capability)	4	104	95	9,880	39,520	23.4%
	Volleyball Courts	20	60	30	Over Basketball Courts		0.0%
	Telescopic Bleacher System: 4000 Seats	1	-	-	Championship Court		0.0%
<b>Total Courts Sq. Ft.</b>						<b>89,440</b>	<b>53.0%</b>
Meeting Space	Convention/Banquet Event Space	1	-	-	15,000	15,000	8.9%
	Meeting Area Restrooms	2	20	20	400	800	0.5%
<b>Total Meeting Space Sq. Ft.</b>						<b>15,800</b>	<b>9.4%</b>
Flex Space	Lobby/Welcome Area	1	-	-	1,500	1,500	0.9%
	Control Room	1	15	10	150	150	0.1%
	Ticket Office	1	10	10	100	100	0.1%
	Manager's Offices	3	10	10	100	300	0.2%
	Office Area	1	-	-	900	900	0.5%
	Kitchen/Prep Area	1	60	60	3,600	3,600	2.1%
	Food Court/Seating Area	1	50	50	2,500	2,500	1.5%
	Secondary Concessions	1	30	20	600	600	0.4%
	Flex/Team Rooms	2	60	25	1,500	3,000	1.8%
	Ref Rooms	2	15	10	150	300	0.2%
	Training Room	1	20	15	300	300	0.2%
	Locker Rooms	2	40	30	1,200	2,400	1.4%
	Restrooms	2	35	25	875	1,750	1.0%
	Leased Space - Medical	1	-	-	5,000	5,000	3.0%
Mezzanine	1	520	16	8,320	8,320	4.9%	
<b>Total Flex Space Sq. Ft.</b>						<b>30,720</b>	<b>18.2%</b>
Required SF for Products and Services						135,960	80.6%
Mechanical, Electrical, Storage, etc. 10% of P&S SF (Excl. Leased Space)						13,096	7.8%
Common Area, Stairs, Circulation, etc. 15% of P&S SF (Excl. Leased Space)						19,644	11.6%
<b>Total Estimated Indoor Athletic Facility SF</b>						<b>168,700</b>	<b>100%</b>
<b>Estimated Building Footprint</b>						<b>144,342</b>	
<b>Total Building Acreage</b>						<b>3.31</b>	

#### Outdoor Amenities

Space	Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
Outdoor Amenities	RV Spots	100	50	20	1,000	100,000	91.7%
	Restroom/Shower/Laundry Facility Structures	12	-	-	350	4,200	3.8%
	Pavilions	4	35	35	1,225	4,900	4.5%
<b>Total Outdoor Amenities Sq. Ft.</b>						<b>109,100</b>	<b>100.0%</b>
<b>Total Estimated Outdoor SF</b>						<b>109,100</b>	<b>100.0%</b>
<b>Total Outdoor Acreage</b>						<b>2.50</b>	



**(Continued) Indoor Facility Program – Sports and Events Model (Recommended)**

Based on SFA’s understanding of the Client’s definitions of success, SFA’s industry experience, and market research conducted during the market opportunity and pro forma development process, SFA developed the previous indoor facility program. The indoor building for the Sports and Events Model will require approximately 3.31 acres of land and occupy a footprint of approximately 144,342 square feet. Including an outdoor RV Park with 100 spots and accompanying amenities, setbacks, trails, green space, and miscellaneous site development requirements, the entire complex will require approximately 675 parking spaces and 15.65 total acres of developable land.

**Site Development**

		Quantity	Dimensions		Approx. SF each	Total SF	% of Total
			L (')	W (')			
Parking Spaces Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	675	20	20	400	270,000	63.1%
	Setbacks, Green Space, Trails, etc.		25% Indoor SF, 50% Outdoor			158,136	36.9%
<b>Total Estimated Site Development SF</b>						<b>428,136</b>	<b>100%</b>
<b>Total Site Development Acreage</b>						<b>9.83</b>	
<b>Total Complex Acreage</b>						<b>15.65</b>	

**Summary of SFA’s Opinion of Cost – Sports and Events Model (Recommended)**

Based on the facility program, data from comparable complexes that are currently in construction, and regional cost data from the construction industry, the table below summarizes SFA’s opinion of cost for the complex, including a range of low and high-end development costs according to the current construction and development climate. A detailed opinion of cost for construction and operational start-up has been included in the detailed financial forecast, which has been delivered as an associated document. As demonstrated below, the Sports and Events Model is projected to cost between \$58 million and \$70.5 million

USES OF FUNDS	LOW	MID	HIGH
LAND COST	TBD	TBD	TBD
HARD COST	\$38,892,685	\$43,214,095	\$47,535,504
COURT AND SPORTS EQUIPMENT COST	\$2,642,105	\$2,935,673	\$3,229,240
FURNITURE, FIXTURES, AND EQUIPMENT	\$5,679,220	\$6,310,244	\$6,941,269
SOFT COSTS CONSTRUCTION	\$4,954,463	\$5,504,959	\$6,055,455
SOFT COSTS OPERATIONS	\$1,727,319	\$1,727,319	\$1,727,319
ESCALATION	\$4,123,187	\$4,581,319	\$5,039,451
WORKING CAPITAL RESERVE	TBD	TBD	TBD
<b>TOTAL USES OF FUNDS</b>	<b>\$58,018,980</b>	<b>\$64,273,609</b>	<b>\$70,528,238</b>

### Indoor Facility Program – Sports-Focused Model

Based on SFA’s understanding of the Client’s definitions of success, SFA’s industry experience, and market research conducted during the market opportunity and pro forma development process, SFA developed the following indoor facility program. The indoor building for the Sports-Focused Model will require approximately 2.73 acres of land and occupy a footprint of approximately 119,000 square feet. Including an outdoor RV Park with 100 spots and accompanying amenities, setbacks, trails, green space, and miscellaneous site development requirements, the entire complex will require approximately 562 parking spaces and 13.62 total acres of developable land.

#### Indoor Athletic Facility

Space	Indoor Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
Courts	Basketball Courts (actual courts 84' x 50')	10	104	80	8,320	83,200	59.3%
	Volleyball Courts	20	60	30	Over Basketball Courts		0.0%
	<b>Total Courts Sq. Ft.</b>						<b>83,200</b>
Flex Space	Lobby/Welcome Area	1	-	-	1,500	1,500	1.1%
	Control Room	1	15	10	150	150	0.1%
	Ticket Office	1	10	10	100	100	0.1%
	Manager's Offices	3	10	10	100	300	0.2%
	Office Area	1	-	-	900	900	0.6%
	Kitchen/Prep Area	1	60	60	3,600	3,600	2.6%
	Food Court/Seating Area	1	50	50	2,500	2,500	1.8%
	Flex/Team Rooms	2	60	25	1,500	3,000	2.1%
	Ref Rooms	2	15	10	150	300	0.2%
	Training Room	1	20	15	300	300	0.2%
	Locker Rooms	2	40	30	1,200	2,400	1.7%
	Restrooms	2	35	25	875	1,750	1.2%
	Leased Space - Medical	1	-	-	5,000	5,000	3.6%
Mezzanine	1	520	16	8,320	8,320	5.9%	
<b>Total Flex Space Sq. Ft.</b>						<b>30,120</b>	<b>21.5%</b>
Required SF for Products and Services						113,320	80.7%
Mechanical, Electrical, Storage, etc. 10% of P&S SF (Excl. Leased Space)						10,832	7.7%
Common Area, Stairs, Circulation, etc. 15% of P&S SF (Excl. Leased Space)						16,248	11.6%
<b>Total Estimated Indoor Athletic Facility SF</b>						<b>140,400</b>	<b>100%</b>
<b>Estimated Building Footprint</b>						<b>118,872</b>	
<b>Total Building Acreage</b>						<b>2.73</b>	

#### Outdoor Amenities

Space	Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
Outdoor Amenities	RV Spots	100	50	20	1,000	100,000	91.7%
	Restroom/Shower/Laundry Facility Structures	12	-	-	350	4,200	3.8%
	Pavilions	4	35	35	1,225	4,900	4.5%
	<b>Total Outdoor Amenities Sq. Ft.</b>						<b>109,100</b>
<b>Total Estimated Outdoor Adventure SF</b>						<b>109,100</b>	<b>100.0%</b>
<b>Total Outdoor Adventure Acreage</b>						<b>2.50</b>	

#### Site Development

Quantity	Dimensions	Approx. SF each	Total SF	% of Total	
					L (')
Parking Spaces Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	562	400	224,800	61.5%
	Setbacks, Green Space, Trails, etc.		25% Indoor SF, 50% Outdoor	140,468	38.5%
	<b>Total Estimated Site Development SF</b>				<b>365,268</b>
<b>Total Site Development Acreage</b>				<b>8.39</b>	

<b>Total Complex Acreage</b>				<b>13.62</b>
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### Summary of SFA’s Opinion of Cost – Sports-Focused Model

Based on the facility program, data from comparable complexes that are currently in construction, and regional cost data from the construction industry, the table below summarizes SFA’s opinion of cost for the complex, including a range of low and high-end development development costs according to the current construction and development climate. A detailed opinion of cost for construction and operational start-up has been included in the detailed financial forecast, which has been delivered as an associated document.

<b>USES OF FUNDS</b>	<b>LOW</b>	<b>MID</b>	<b>HIGH</b>
LAND COST	TBD	TBD	TBD
HARD COST	\$31,169,230	\$34,632,477	\$38,095,725
COURT AND SPORTS EQUIPMENT COST	\$2,540,268	\$2,822,520	\$3,104,772
FURNITURE, FIXTURES, AND EQUIPMENT	\$1,571,246	\$1,745,829	\$1,920,412
SOFT COSTS CONSTRUCTION	\$4,279,266	\$4,754,740	\$5,230,214
SOFT COSTS OPERATIONS	\$1,507,446	\$1,507,446	\$1,507,446
ESCALATION	\$3,074,602	\$3,416,225	\$3,757,847
WORKING CAPITAL RESERVE	TBD	TBD	TBD
<b>TOTAL USES OF FUNDS</b>	<b>\$44,142,057</b>	<b>\$48,879,236</b>	<b>\$53,616,415</b>

As demonstrated above, the Sports-Focused Model is projected to cost between \$44.1 million and \$53.6 million.

### Summary of Financial Performance

As detailed in the full financial forecast for each proposed model, the complexes are projected to generate revenue from over 13 primary business units. The full financial forecast includes a revenue and expense projection for each individual business unit for the first five years of operations. The following tables provide a summary of the revenue categories, expense categories, and the resulting overall financial performance for years one through five of facility operations for each proposed model.



The table below summarizes the total revenue and direct expenses (cost of goods sold) for the **Sports and Events Model** operations during the first five years and concludes with the gross margin and gross margin as a percent of revenue.

<b>Revenue</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Rental Basketball Tournaments	\$83,000	\$93,000	\$113,300	\$140,800	\$147,840
Rental Volleyball Tournaments	\$60,000	\$90,000	\$112,200	\$132,000	\$138,600
Seated Court Events	\$10,000	\$15,000	\$22,000	\$22,000	\$23,100
Court Rental Events	\$60,000	\$75,000	\$99,000	\$110,000	\$115,500
Meetings and Non-Sport Events	\$346,500	\$356,895	\$404,362	\$416,493	\$450,437
Court Rentals	\$71,940	\$74,098	\$80,137	\$82,541	\$89,268
RV Park	\$255,500	\$319,375	\$386,425	\$421,575	\$479,521
Facility Fees	\$150,240	\$202,640	\$235,840	\$277,440	\$277,440
Food & Beverage	\$1,014,381	\$1,160,541	\$1,264,056	\$1,394,093	\$1,414,319
Hotel Rebates	\$75,192	\$103,571	\$118,486	\$145,645	\$145,806
Retail	\$21,064	\$26,014	\$29,367	\$34,092	\$34,180
Tenant Revenue	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
Sponsorship/Advertisement Revenue	\$153,750	\$153,750	\$184,500	\$184,500	\$205,000
<b>Total Revenue</b>	<b>\$2,431,566</b>	<b>\$2,799,884</b>	<b>\$3,179,673</b>	<b>\$3,491,180</b>	<b>\$3,651,012</b>
<b>Cost of Goods Sold</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Rental Basketball Tournaments	\$8,300	\$9,300	\$11,330	\$14,080	\$14,784
Rental Volleyball Tournaments	\$6,000	\$9,000	\$11,220	\$13,200	\$13,860
Seated Court Events	\$1,000	\$1,500	\$2,200	\$2,200	\$2,310
Court Rental Events	\$6,000	\$7,500	\$9,900	\$11,000	\$11,550
Meetings and Non-Sport Events	\$138,600	\$142,758	\$161,745	\$166,597	\$180,175
Court Rentals	\$3,597	\$3,705	\$4,007	\$4,127	\$4,463
RV Park	\$63,875	\$79,844	\$96,606	\$105,394	\$119,880
Facility Fees	\$0	\$0	\$0	\$0	\$0
Food & Beverage	\$557,909	\$638,297	\$695,231	\$766,751	\$777,876
Hotel Rebates	\$18,798	\$25,893	\$29,622	\$36,411	\$36,451
Retail	\$14,744	\$18,210	\$20,557	\$23,865	\$23,926
Tenant Expense	\$0	\$0	\$0	\$0	\$0
Sponsorship/Advertisement Expense	\$38,438	\$38,438	\$46,125	\$46,125	\$51,250
<b>Total Cost of Goods Sold</b>	<b>\$857,261</b>	<b>\$974,444</b>	<b>\$1,088,542</b>	<b>\$1,189,750</b>	<b>\$1,236,526</b>
<b>Gross Margin</b>	<b>\$1,574,305</b>	<b>\$1,825,440</b>	<b>\$2,091,131</b>	<b>\$2,301,430</b>	<b>\$2,414,486</b>
<i>% of Revenue</i>	65%	65%	66%	66%	66%

As demonstrated above, the **Sports and Events Model** is projected to generate approximately \$2.4 million of revenue in Year 1 of operations, growing to approximately \$3.7 million of revenue by Year 5. Revenue growth is based on two factors: year-over-year growth in volume of sales and fee increases in Year 3 and Year 5 of operations. Gross margin (revenue minus cost of goods sold) is projected to equal approximately \$1.6 million in Year 1 of operations, growing to \$2.4 million of by Year 5; gross margin is the profit remaining to cover operating expenses and debt service.

SFA categorizes operating expenses into four categories, each of which has been detailed in the full financial forecast. Those categories are:

1. Facility Expenses – the costs associated with operating the physical asset
2. Operating Expenses – the costs associated with operating the business
3. Management Payroll – the salaries associated with general and administrative staff members
4. Payroll Taxes/Benefits/Bonus – the fringe costs of employment for both management and part-time staff members



The table below summarizes the operating expenses for each of the first five years of operations, demonstrates earnings before interest, tax, depreciation, and amortization (EBITDA), as well as EBITDA as a percent of revenue.

Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Facility Expenses	\$655,081	\$664,267	\$675,935	\$688,858	\$698,879
Operating Expense	\$559,039	\$549,198	\$566,108	\$581,561	\$590,171
Management Payroll	\$670,000	\$696,800	\$724,672	\$753,659	\$783,805
Payroll Taxes/Benefits/Bonus	\$253,269	\$272,565	\$293,350	\$311,797	\$324,138
<b>Total Operating Expenses</b>	<b>\$2,137,389</b>	<b>\$2,182,830</b>	<b>\$2,260,065</b>	<b>\$2,335,874</b>	<b>\$2,396,993</b>
<b>EBITDA</b>	<b>(\$563,084)</b>	<b>(\$357,390)</b>	<b>(\$168,934)</b>	<b>(\$34,444)</b>	<b>\$17,493</b>
<i>% of Revenue</i>	<i>-23%</i>	<i>-13%</i>	<i>-5%</i>	<i>-1%</i>	<i>0%</i>

As demonstrated previously, the **Sports and Events Model** is projected to require a subsidy of approximately \$563,000 of EBITDA (gross margin minus operating expenses) in Year 1 of operations, before generating a positive return due to an EBITDA figure of approximately \$17,500 in Year 5.

The table below summarizes the total revenue and direct expenses (cost of goods sold) for the **Sports-Focused Model** operations during the first five years and concludes with the gross margin and gross margin as a percent of revenue.

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Rental Basketball Tournaments	\$83,000	\$93,000	\$113,300	\$129,800	\$136,290
Rental Volleyball Tournaments	\$60,000	\$90,000	\$99,000	\$118,800	\$124,740
Court Rental Events	\$50,000	\$65,000	\$88,000	\$88,000	\$92,400
Court Rentals	\$71,940	\$74,098	\$80,137	\$82,541	\$89,268
RV Park	\$255,500	\$319,375	\$386,425	\$421,575	\$479,521
Facility Fees	\$135,040	\$181,440	\$195,840	\$224,640	\$224,640
Food & Beverage	\$369,063	\$484,448	\$527,840	\$600,036	\$600,239
Hotel Rebates	\$69,461	\$97,483	\$104,495	\$124,697	\$124,697
Retail	\$19,341	\$24,123	\$26,027	\$29,292	\$29,360
Tenant Revenue	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
Sponsorship/Advertisement Revenue	\$127,500	\$127,500	\$153,000	\$153,000	\$170,000
<b>Total Revenue</b>	<b>\$1,370,845</b>	<b>\$1,686,468</b>	<b>\$1,904,063</b>	<b>\$2,102,382</b>	<b>\$2,201,155</b>
Cost of Goods Sold	Year 1	Year 2	Year 3	Year 4	Year 5
Rental Basketball Tournaments	\$8,300	\$9,300	\$11,330	\$12,980	\$13,629
Rental Volleyball Tournaments	\$6,000	\$9,000	\$9,900	\$11,880	\$12,474
Court Rental Events	\$5,000	\$6,500	\$8,800	\$8,800	\$9,240
Court Rentals	\$3,597	\$3,705	\$4,007	\$4,127	\$4,463
RV Park	\$63,875	\$79,844	\$96,606	\$105,394	\$119,880
Facility Fees	\$0	\$0	\$0	\$0	\$0
Food & Beverage	\$202,985	\$266,447	\$290,312	\$330,020	\$330,131
Hotel Rebates	\$17,365	\$24,371	\$26,124	\$31,174	\$31,174
Retail	\$13,539	\$16,886	\$18,219	\$20,504	\$20,552
Tenant Expense	\$0	\$0	\$0	\$0	\$0
Sponsorship/Advertisement Expense	\$31,875	\$31,875	\$38,250	\$38,250	\$42,500
<b>Total Cost of Goods Sold</b>	<b>\$352,536</b>	<b>\$447,927</b>	<b>\$503,547</b>	<b>\$563,129</b>	<b>\$584,044</b>
<b>Gross Margin</b>	<b>\$1,018,310</b>	<b>\$1,238,541</b>	<b>\$1,400,516</b>	<b>\$1,539,252</b>	<b>\$1,617,111</b>
<i>% of Revenue</i>	<i>74%</i>	<i>73%</i>	<i>74%</i>	<i>73%</i>	<i>73%</i>

As demonstrated above, the **Sports-Focused Model** is projected to generate approximately \$1.4 million of revenue in Year 1 of operations, growing to approximately \$2.2 million of revenue by Year 5. Revenue growth is based on two factors: year-over-year growth in volume of sales and fee increases in Year 3 and Year 5 of operations. Gross margin (revenue minus cost of goods sold) is projected to equal approximately \$1 million in Year 1 of operations, growing to \$1.6 million of by Year 5; gross margin is the profit remaining to cover operating expenses and debt service.

The table below summarizes the operating expenses for each of the first five years of operations, demonstrates earnings before interest, tax, depreciation, and amortization (EBITDA), as well as EBITDA as a percent of revenue for the **Sports-Focused Model**.

<b>Operating Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Facility Expenses	\$587,091	\$596,174	\$605,535	\$616,767	\$625,731
Operating Expense	\$393,985	\$391,581	\$401,401	\$411,502	\$416,974
Management Payroll	\$540,000	\$616,600	\$641,264	\$666,915	\$693,591
Payroll Taxes/Benefits/Bonus	\$151,902	\$178,530	\$189,385	\$201,436	\$208,462
<b>Total Operating Expenses</b>	<b>\$1,672,977</b>	<b>\$1,782,885</b>	<b>\$1,837,585</b>	<b>\$1,896,619</b>	<b>\$1,944,758</b>
<b>EBITDA</b>	<b>(\$654,667)</b>	<b>(\$544,344)</b>	<b>(\$437,069)</b>	<b>(\$357,367)</b>	<b>(\$327,647)</b>
<i>% of Revenue</i>	<i>-48%</i>	<i>-32%</i>	<i>-23%</i>	<i>-17%</i>	<i>-15%</i>

As demonstrated previously, the **Sports-Focused Model** is projected to require a subsidy of approximately \$655,000 of EBITDA (gross margin minus operating expenses) in Year 1 of operations, before further requiring a subsidy of approximately \$328,000 in Year 5.

### **Economic Impact Expectations**

As stated previously, SFA developed its forecasts based on the prioritization of events that meet the Client's objectives related to both local and tournament programming and best practices for managing successful sports tourism facilities. As part of that exercise, SFA conducted an in-depth analysis of the two components that determine economic impact:

1. The average daily expenditure for non-local visitors to the market, including but not limited to:
  - o Average daily rate for hotels
  - o Average daily meal costs
  - o Percent of spending in market by category
2. The details for each event, including but not limited to:
  - o Number of participants
  - o Number spectators
  - o Markets from which participants travel
  - o Day and overnight travel habits in the region and across the industry
  - o Length of event

For the purposes of this study, SFA analyzed overnight visitors to the market. Overnight visitors are defined as those coming to the Tallahassee area from more than 90 minutes away who stay overnight. SFA's economic impact projections do not include any assumptions for visitors extending their stay beyond the event and do not include any indirect or induced spending projections.

### Average Daily Expenditure

SFA projected per-person spending in the categories in which visitors to the Tallahassee market are expected to spend for regional youth and amateur tournaments and events. The chart below shows that overnight visitors are expected to spend an average of \$135.60 per person per day, growing to \$143.92 in year five. The estimates for per person spending are based on conservative estimates for how non-local visitors will spend while in market. SFA believes that these are reliable estimates, and that it is unlikely that per person spending will fall below the projected amounts

**Per Person Spending By Category**

	Year 1	Year 2	Year 3	Year 4	Year 5
Lodging/Accommodations	\$40.08	\$40.68	\$41.29	\$41.91	\$42.54
Dining/Groceries	\$48.00	\$48.72	\$49.45	\$50.19	\$50.95
Transportation	\$8.16	\$8.28	\$8.41	\$8.53	\$8.66
Entertainment/Attractions	\$3.84	\$3.90	\$3.96	\$4.02	\$4.08
Retail	\$22.56	\$22.90	\$23.24	\$23.59	\$23.94
Miscellaneous	\$12.96	\$13.15	\$13.35	\$13.55	\$13.76
<b>Total</b>	<b>\$135.60</b>	<b>\$137.64</b>	<b>\$139.70</b>	<b>\$141.80</b>	<b>\$143.92</b>

### Economic Impact Drivers

Before converting the per-person average daily expenditure into a total direct spending projection, SFA analyzed the two most important drivers of economic impact: non-local days in market and room nights generated for each event projected. Non-local days in market are the number of days that non-local visitors will spend in the Tallahassee market because of the tournament or event they are attending. Hotel room nights are the number of nights that visitors will stay in the local area to take part in tournaments and events.

The table that follows summarizes the projected economic impact drivers and direct spending in years one through five at each model of the indoor complex.

### Economic Impact Drivers (Sports and Events Model)

**Economic Impact Drivers**

	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market - Overnight	77,530	105,240	120,476	146,294	146,461
Room Nights	17,866	24,609	28,152	34,605	34,643

**Economic Impact**

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending - Overnight	\$10,513,259	\$14,485,017	\$16,830,723	\$20,744,144	\$21,079,357
Total Indirect Spending	\$2,573,057	\$3,545,121	\$4,119,219	\$5,077,005	\$5,159,046
<b>Total Economic Impact</b>	<b>\$13,086,316</b>	<b>\$18,030,138</b>	<b>\$20,949,941</b>	<b>\$25,821,150</b>	<b>\$26,238,404</b>

The table above demonstrates that SFA expects the **Sports and Events Model** to generate approximately 146,000 new non-local days in market, almost 35,000 new room nights, and a total of approximately \$26.2 million in economic impact at maturity in year five of operations.

**Job Creation (Sports and Events Model)**

In addition to the impacts and benefits the Complex will have within the County and outside of the facility, SFA has also projected the number of full-time and full-time equivalent employees the facility will hire to support operations. Based on this analysis, the Sports and Events Model is projected to require 29.3 full-time and full-time equivalent jobs at maturity. Full-time and full-time equivalent assume an average hourly rate of \$15 and 40 hours worked per week for 52 weeks.

Job Creation within the Facility	
	Year 5
Staff Salaries	\$632,644
Hours Worked	42,176
Full-Time Equivalence	20.3
Full-Time Employees	9.0
<b>Total Jobs</b>	<b>29.3</b>

Total job creation throughout the County, which includes both full-time and part-time workers, is expected to increase by 968 jobs (counted as annual jobs) from years one through five. Additionally, the facility will create jobs for 24 employees in year 1, 25 employees in year 2, 27 employees in year 3, 29 employees in year 4, and 29 employees every year thereafter. As a result, over the first 10 years of operations, the Sports and Events Model will create 268 total jobs. SFA projects the Sports and Events Model will result in the creation of 425 construction jobs (annual jobs).

**Economic Impact Drivers (Sports-Focused Model)**

**Economic Impact Drivers**

	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market - Overnight	70,932	98,115	105,426	124,146	124,146
Room Nights	16,504	23,162	24,828	29,628	29,628

**Economic Impact**

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending - Overnight	\$9,618,616	\$13,504,292	\$14,728,217	\$17,603,589	\$17,867,643
Total Indirect Spending	\$2,354,099	\$3,305,095	\$3,604,643	\$4,308,373	\$4,372,999
<b>Total Economic Impact</b>	<b>\$11,972,714</b>	<b>\$16,809,386</b>	<b>\$18,332,860</b>	<b>\$21,911,962</b>	<b>\$22,240,642</b>

The table above demonstrates that SFA expects the **Sports-Focused Model** to generate approximately 124,000 new non-local days in market, almost 30,000 new room nights, and a total of approximately \$22.2 million in economic impact at maturity in year five of operations.



**Job Creation (Sports-Focused Model)**

In addition to the impacts and benefits the Complex will have within the County and outside of the facility, SFA has also projected the number of full-time and full-time equivalent employees the facility will hire to support operations. Based on this analysis, the Sports-Focused Model is projected to require 15.7 full-time and full-time equivalent jobs at maturity. Full-time and full-time equivalent assume an average hourly rate of \$15 and 40 hours worked per week for 52 weeks.

Job Creation within the Facility	
	Year 5
Staff Salaries	\$241,064
Hours Worked	16,071
Full-Time Equivalence	7.7
Full Time Employees	8.0
<b>Total Jobs</b>	<b>15.7</b>

Total job creation throughout the County, which includes both full-time and part-time workers, is expected to increase by 804 jobs (counted as annual jobs) from years one through five. Additionally, the facility will create jobs for 12 employees in year 1, 14 employees in year 2, 15 employees in year 3, 16 employees in year 4, and 16 employees every year thereafter. As a result, over the first 10 years of operations, the Sports-Focused Model will create 145 annual jobs. SFA projects the Sports-Focused Model will result in the creation of 322 construction jobs (annual jobs).



## **Potential Funding Sources**

Based on SFA's experience in planning and funding facilities across the country similar to the facilities detailed in the included facility program, communities and private clients have deployed the following funding mechanisms successfully in recent projects. It should be noted that in today's development climate, most projects have a diverse set of funding sources and often rely on public-private partnerships.

### **Potential Funding Sources – Special Districts**

#### **▪ Tax Increment Financing (TIF)**

- A district is developed specifically for the purpose of incentivizing development. Upon establishment, the tax base of the district is frozen and any increase to the tax base as a result of new developments are used to pay the TIF bonds. The State of Florida permits tax revenue from state property taxes to fund eligible projects related to promote sound economic development.

#### **▪ Taxes on Business/Business Improvement Districts (BIDs), Community Development Districts (CDDs), and other Special Districts**

- A district is developed where businesses are required to pay an additional tax to fund projects within the boundaries of the district. The State of Florida permits the formation of Business Districts across the state in order to encourage private investment and attract sound and stable business and commercial growth.

#### **▪ Opportunity Zones**

- An economically distressed community where new investments, under certain conditions, become eligible for preferential tax treatment. Localities qualify as Opportunity Zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury via their delegation of authority to the Internal Revenue Service.

### **Potential Funding Sources - Partnerships**

#### **▪ Public-Private Partnerships**

- Development and/or operational commitments are made by both public and private organizations in order to provide capital, credit, or long-term income to secure or back a loan. Private sector partners are most commonly developers, medical sector organizations, for-profit sports or wellness organizations, and non-profit sports or wellness organizations. The Public-Private Partner relationship can encompass a few or all of the following facility development phases: design, build, finance, operate, and/or manage.

#### **▪ Public-Public Partnerships**

- Development and/or operational commitments are made by multiple public sector organizations in order to provide capital, credit, or long-term income to secure or back a loan. Public sector partners are most commonly Cities/Towns/Villages, Counties, Parks & Recreation Departments, Chamber/CVB/Tourism Departments, and School Districts.

In addition to providing an outline of potential funding sources, including the formation of special districts and the development of the partnerships listed above, SFA has also provided case studies of an existing facility developed using a few of the described sources.

## FUNDING SOURCES CASE STUDY – CEDAR POINT SPORTS CENTER

Based on SFA's experience in planning and funding facilities similar to the facilities included in the included facility programs, SFA has provided a case study that details a real-world funding scenario. This scenario provides an overview of the funding structure utilized to fund the best-in-class indoor sports tourism venue, the Cedar Point Sports Center in Sandusky, OH.

The Cedar Point Sports Center opened in 2020 with a total development cost of approximately \$42 million. The venue offers 185,000 square feet of indoor sports, event, and entertainment space and serves thousands of visitors on a regular tournament weekend. The facility also includes the Lee C. Jewett Sports Medicine Center in a partnership with Firelands Regional Medical Center.

Since sports tourism serves as the primary driver of the facility, various interested public and private parties collaborated in a true Public-Private Partnership to promote and fund the development of the venue, therefore encouraging new visitation to the market. This visitation has proven especially beneficial to the community during non-peak tourism seasons.

The funding structure for Cedar Point Sports Center included the following approximate contributions:

- County Hotel Tax - \$23 million
- Firelands Regional Medical Center - \$11 million
- City Tax Financing - \$2 million
- Private Equity - \$6 million
  - Cedar Fair Entertainment
  - Lake Erie Shores & Islands Convention and Visitors Bureau



## FUNDING SOURCES CASE STUDY – ADVENTHEALTH SPORTS PARK



The current development climate for youth and amateur sports facilities generally requires a robust combination of funding sources and mechanisms to turn a concept into reality. AdventHealth Sports Park at Bluhawk is a relevant example of a sports tourism and mixed-use development project that relied on creative funding solutions to become developable.

AdventHealth Sports Park is set to open in 2024 with a total development cost of approximately \$125 million for Phase I of the development (sports facility only). The venue offers 250,000 square feet of indoor sports, event, and entertainment space, with adjacent residential, medical, lodging/hospitality, and other traditional mixed-use spaces as a privately owned and operated development. The medical component serves a key function within most public-private partnerships, often occupying a dedicated leased space within the development and/or purchasing naming rights that can account for as much as 26 percent of the total development cost, according to SFA's industry experience.

Sports tourism serves as the primary driver of the facility, although the venue will accommodate regular local programming. Various interested public and private parties collaborated to promote and fund the development of the venue, therefore encouraging new visitation and promoting new spending to occur the market that would not occur but for the development of the complex. The funding structure for Bluhawk Sports Park included the following funding mechanisms:

- Sales Tax and Revenue (STAR) Bonds - \$46.5 Million
  - A portion of state sales tax generated within the mixed-use development district returns to the developer over time to pay for the sport facility
- Private Equity
- Traditional Lending

## FUNDING SOURCES CASE STUDY – EMERALD ACRES

Youth and amateur sports facilities generally require creative and multi-lateral funding solutions prior to development. Emerald Acres Sports Connection is a non-profit-operated sports tourism development project that required a unique operating arrangement and funding structure to promote development.

Emerald Acres Sports Connection in Mattoon, IL is set to open in 2024 with a total development cost of approximately \$65 million (sports facilities only). The complex offers a combined 150-acre property, with 150,000 square feet of indoor sports, event, and entertainment space and 12 outdoor fields that prioritize sports tourism.

Sports tourism serves as the primary driver of the facility, although the venue will accommodate regular local programming. Various interested public and private parties collaborated to promote and fund the development of the venue, therefore encouraging new visitation and promoting new spending to occur the market that would not occur but for the development of the complex. The funding structure for Emerald Acres Sports Connection included the following funding mechanisms:

- Expansion of Existing Business Improvement District (BID)
  - The district consists of new and existing mixed-use and commercial development
- Future Property Tax Incentive (Incremental)
- Private Equity (Capital and Land Contributions)



### **About SFA**

Since 2003, the Sports Facilities Companies – comprised of Sports Facilities Advisory, Sports Facilities Development, and Sports Facilities Management – has become the United States’ most trusted resource for communities seeking to plan, fund, develop, and/or operate sports, recreation, entertainment, and wellness facilities. The SFA team has guided projects in over 2,500 communities nationwide and overseen more than \$15 billion in projects, making it the largest single network of sports tourism and local recreation venues in the country. Through our managed venues, SFA hosts more than 25 million visits annually and drives over \$200 million of economic impact annually.

For more information about SFA, visit [www.sportsfacilities.com](http://www.sportsfacilities.com).



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**ADVISORY**



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**Blueprint Intergovernmental Agency  
Board of Directors  
Agenda Item #6**

**February 29, 2024**

**Title:** Consideration of the Airport Gateway Project Scope and Widening Springhill Road to Four Lanes

**Category:** General Business

**Intergovernmental Management Committee:** Vincent S. Long, Leon County Administrator  
Reese Goad, City of Tallahassee Manager

**Contact:** Artie White, Director, PLACE  
Autumn Calder, Director, Blueprint  
Daniel Scheer, Design and Construction Manager, Blueprint  
Abraham Prado, Senior Project Manager, Blueprint

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**STATEMENT OF ISSUE:**

As requested at the November 7, 2023 Blueprint Intergovernmental Agency Board (IA Board) meeting, this item provides a status update and scope review of the Airport Gateway project, outlines the substantial amendment process should the IA choose to change the project scope, and provides an analysis of the cost to widen Springhill Road to four lanes.

**FISCAL IMPACT:**

This item may have a fiscal impact depending on IA Board direction. The Airport Gateway project has an approved total project allocation of \$82 million. The current total cost estimate for design and construction of all segments is \$117.8 million. As part of the annual budgeting process, estimates are updated each year to reflect changes in materials, labor, and real estate prices. As part of the FY 2025-2029 budget process starting at the May 16, 2024 IA Board meeting, adjustments to project cost estimates and allocations will be recommended as necessary to accommodate economic factors and progress in design for various segments.

**RECOMMENDED ACTION:**

Option 1: Accept status update and direct staff to fully fund the Airport Gateway scope.

## **SUPPLEMENTAL INFORMATION:**

As requested at the November 7, 2023, IA Board meeting, this item provides a summary of the Airport Gateway project scope, cost estimate and budget allocation comparison, scope expansion opportunities to include advancing the widening of Springhill Road to four lanes, and major milestones for the project over the next four years. For this item, the term “**scope**” refers to the roadway segments and improvements consistent with the project description as approved by the IA Board on March 1, 2018. Should the IA Board pursue a substantial change to the project scope, including deleting a segment or multiple segments, this item also provides a summary of the process for a substantial amendment to do that.

The current scope includes two routes to the Tallahassee International Airport (Airport) from downtown: one along Springhill Road (segment G), and one through Innovation Park and **FSU’s** Southwest Campus (segments A, C, and D). The estimated cost for this project is \$117.8 million, and the current approved budget is \$82 million resulting in a \$35.8 million funding gap. This item presents information and analysis for IA Board direction on:

- a. Increasing the project budget to meet the current scope.
- b. Reducing the scope to meet current budget.
- c. Widening Springhill Road to 4 lanes; the estimated cost increase is \$13 million.

## **PROJECT OVERVIEW**

The Airport Gateway project is intended to create an attractive, safe, interconnected, and multimodal gateway between Downtown and the Airport. The project helps achieve long-standing community goals, including:

- Supporting growth of the high-tech sector by improving access to Innovation Park, including the National High Magnetics Field Lab;
- Providing multiple enhanced gateways to downtown, Innovation Park, Florida A&M University (FAMU), and Florida State University (FSU) from the Airport;
- Protecting neighborhoods by redirecting traffic away from residential areas;
- Expanding investment in Southwest Tallahassee-Leon County; and,
- Providing new and enhanced roadways, sidewalks, and trails.

The substantial amendment expanding the scope (adding Segments A, B, C, and D) from what was included in the 2014 Sales Tax Committee Final Report was unanimously approved by the IA Board on March 1, 2018. A link to the substantial amendment agenda item is included as Attachment #1. Whereas the 2014 project was limited to improvements on Springhill Road and North Lake Bradford Road, the 2018 amendment added a second route to the Airport that improves access to Innovation Park and creates a transportation link between the universities. Figure 1 shows the project scope, and Table

1 provides the estimated project costs by segment. The project is currently in the planning and design process as authorized by the IA Board at their June 27, 2019 meeting.

Figure 1: Airport Gateway Project Segmentation

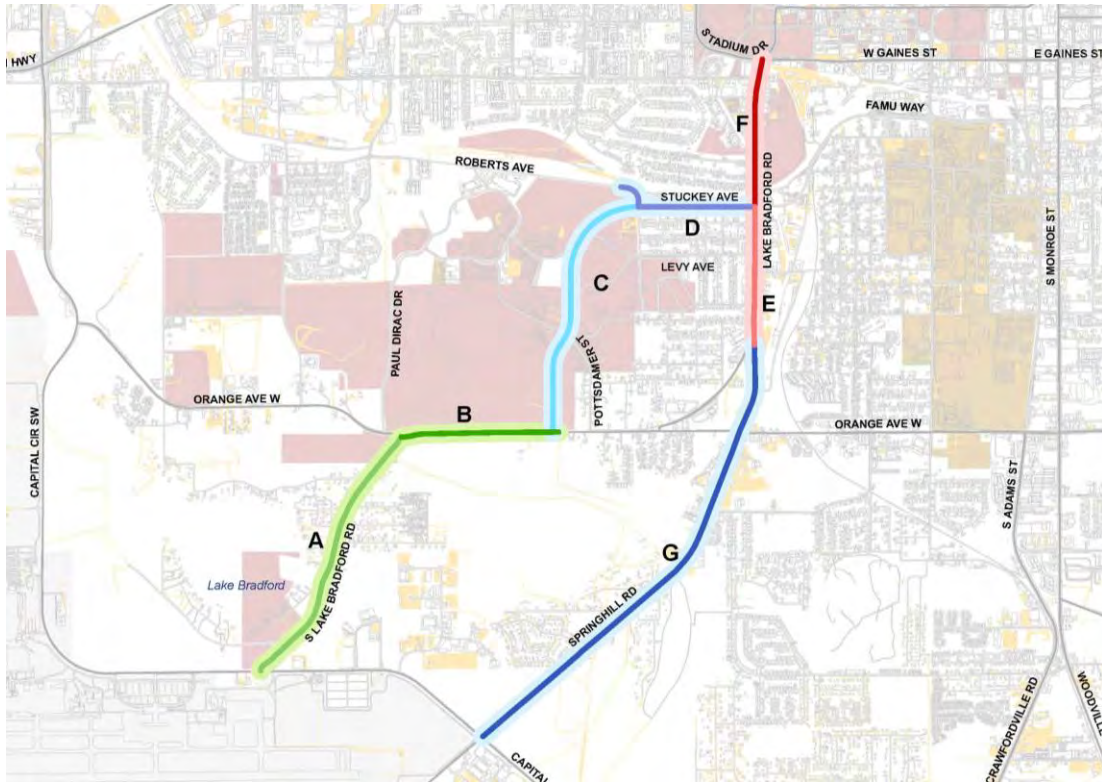


Table 1: Airport Gateway Cost Estimate by Segment

Segment	Length (Miles)	Planning, Design, & Permitting	Right of Way	Construction	Total Segment Cost	Encumbered or Expended	Current Segment Balance
A	1.17	\$1.00M	\$0.00	\$2.57M	\$3.57M	(\$0.44M)	\$3.13M
B	Managed and Funded by FDOT (not included in project cost estimate)						
C	1.16	\$2.75M	\$0.00	\$13.85M	\$16.60M	(\$2.20M)	\$14.40M
D	0.49	\$1.80M	\$10.00M	\$7.00M	\$18.80M	(\$0.62M)	\$18.18M
Levy Ave.	0.48	\$0.20M	\$0.00	\$0.88M	\$1.08M	(\$0.15M)	\$0.93M
E	0.96	\$2.50M	\$0.00	\$15.08M	\$17.58M	(\$0.59M)	\$16.99M
F	0.63	\$2.50M	\$0.00	\$9.89M	\$12.39M	(\$0.59M)	\$11.80M
G	1.73	\$4.00M	\$20.00M	\$22.03M	\$46.03M	(\$1.64M)	\$44.39M
Greenway	1.55	\$0.20M	\$0.00	\$1.55M	\$1.75M	\$0.00	\$1.75M
Total Project:					\$117.80M	(\$6.23M)	\$111.57M

The project budget estimates in Table 1 are based on the Florida Department of Transportation (FDOT) long-range planning estimates with adjustments for segment specific considerations as appropriate. As segments progress through the design process, these estimates will be adjusted as necessary. A detailed breakdown of the segment costs was provided at the September 21, 2023 IA Board Budget Workshop and is included below and as Attachment #2 to this item. As part of the FY 2025-2029 budget process starting at the May 16, 2024 IA Board workshop, adjustments to project cost estimates and allocations will be recommended as necessary, as described later in this item.

***Project Impacts***

The IA Board expanded investment in 2018 to support the growth of the high-tech sector by providing improved access to Innovation Park. In affiliation with Florida A&M University, Florida State University, and Tallahassee Community College, the 208-acre Innovation Park area generates \$500 million per year in economic impact and supports 3,330 direct and indirect jobs within the Tallahassee Metropolitan Statistical Area (MSA).

Within Innovation Park, one of the main attractors for private businesses and researchers is the National High Magnetic Field Laboratory (MagLab). The MagLab is the only facility of its kind in the United States, and each year thousands of scientists from around the world travel to use its unique magnets. The IA **Board's** 2018 expansion to the scope of the Airport Gateway project opens access and increases visibility of Innovation Park to help fuel the growth and expansion of this local economic driver and reduce traffic impacts to adjacent neighborhoods (Callen and Providence). This growth is evident through the recent development of the North Florida Innovation Labs, the expansion of Danfoss Turbocor, and the FSU Commercialization Lab.

In addition to Innovation Park, the Tallahassee International Airport continues to grow and serve as an economic catalyst. In May 2023, construction started on the International Processing Facility at the Airport. This is a major economic driver for Northwest Florida and a milestone in the Foreign Trade Zone designation process at the Airport. The Airport is on track to reach its goals of serving 1 million passengers and processing 22 million pounds of cargo annually. The Airport Gateway creates a vibrant first impression for visitors arriving and departing via the Airport.

The Airport Gateway creates the transportation network needed to support the forecasted growth in jobs within Innovation Park, the Tallahassee International Airport, and universities. As past Blueprint projects have shown, the public investment via Blueprint projects is closely followed by private investment and growth. Private investment and growth on the Southside is a goal of the Southside Action Plan adopted by the City and County Commissions. Significantly, the Airport Gateway helps protect historically black neighborhoods in the area by reducing the burden that growth on the economic engines and corresponding business centers would place on the neighborhood streets that currently serve as shared access roads into and from the Innovation Park area.

***Project Budget***

At the September 26, 2023 IA Board meeting, the 2024-2028 capital improvement plan (CIP) was approved including a total project allocation of \$82 million for the Airport Gateway. The project budget estimate to implement the project consistent with the scope

defined in the interlocal agreement is \$117.8 million with \$6.2 million encumbered or expended to date (\$4.7 million expended; \$1.5 million encumbered). The approved project scope cannot be constructed within the approved 2024-2028 CIP total project allocation.

Under the current total project allocation of \$82 million, the project cannot be completed as currently scoped. Should the IA Board choose to keep the project allocation at \$82 million, the IA Board must substantially reduce the project scope. This may be accomplished following the substantial amendment process as described herein.

As part of the FY 2025-2029 budget process starting at the May 16, 2024 IA Board meeting, adjustments to project cost estimates and allocations will be recommended as necessary to accommodate economic factors and progress in design for various segments. As segments progress through design, more detailed cost estimates are developed by staff and consultants and are provided to the IA Board during the annual budget process. As part of this annual budgeting process, estimates are updated each year to reflect changes in materials, labor, and real estate prices. As with all projects, staff and consultants update cost estimates routinely for the annual budget process. Staff and consultants are updating the cost estimates for all segments of the project to be provided as part of the FY 2025-2029 budget process starting at the May 16, 2024.

**PROJECT LEVERAGING OPPORTUNITIES**

The Airport Gateway (like all Blueprint projects) seeks to maximize the **project’s** impacts and benefits by leveraging projects and funds from other agencies. A total of \$8.3 million has been identified for direct project leveraging in addition to the cost savings associated with Segment **C’s** reduced right-of-way costs, land dedication and future maintenance costs as described below.

As part of the construction of Segment C, Blueprint has an executed Letter of Intent (LOI) with FSU outlining various commitments. Per the LOI, FSU will contribute \$3 million towards the construction of Segment C, dedicate an easement for the roadway, dedicate up to 2 acres towards a community park near the Providence Neighborhood, and maintain the multimodal facilities, landscaping, and lighting. The \$3 million contribution is included in the over project cost estimate.

As contemplated in the LOI, some improvements planned as part of the Airport Gateway Project will require access upon real property leased by the State of Florida to FSU. The property owned by the State of Florida is held and managed through the Board of Trustees of the Internal Improvement Trust Fund (“**TIITF**”). Blueprint will be required to apply to TIITF for one or more easements on the real property that is needed for the roadway construction and improvements. Under its lease with TIITF, FSU serves as the managing agency of the property on behalf of TIITF. FSU will need to consent to **Blueprint’s** application to TIITF for the grant of easements and agree to the requested grant of easement(s). In addition, local governments applying for an easement on TIITF property must include a formal resolution requesting the proposed easement.

FDOT has various projects planned that complement and benefit the Airport Gateway. One of these projects is the reconstruction of Orange Avenue from South Monroe Street

to Capital Circle Southwest, a portion of which is identified as Segment B. The reconstruction of Orange Avenue includes various intersection improvements along the Airport Gateway corridor including South Lake Bradford Road (Segment A), the New Roadway (Segment C), and Springhill Road (Segment G). FDOT completed the Project Development and Environmental (PD&E) Study in 2022 and design is underway.

Also on Springhill Road, Blueprint is leveraging \$4.3 million from FDOT for the Munson Slough bridge replacement. At the southern end of Springhill Road, as part of FDOT’s reconstruction of Capital Circle Southwest, FDOT is providing stormwater capacity for the southernmost portion of Springhill Road at an estimated cost saving of \$1 million. A summary of the Airport Gateway’s financial leveraging is provided in Table 2. The total \$5.3 million from FDOT is in addition to the total project cost.

Table 2: Airport Gateway Financial Leveraging

Segment	Leveraging Opportunity	Amount Leveraged
C	Construction funds by FSU towards Segment C.	\$3.00M
G	Bridge replacement by FDOT over Lake Munson.	\$4.30M
G	Stormwater capacity for southern portion of Springhill Road.	\$1.00M
	Total	\$8.30M

**PLANNED IMPROVEMENTS IN THE PROVIDENCE NEIGHBORHOOD**

As a result of transportation impacts from Segments A, B, C, and D, numerous improvements are planned in the Providence Neighborhood. Through the implementation of Segment D, the high-level quality aesthetic, landscape, and safety improvements seen on FAMU Way is planned to be extended into the Providence Neighborhood. In addition, with the creation of a dedicated gateway to Innovation Park and downtown through Segments C and D, the traffic on Levy Avenue is reduced by 80%. The relocation of substantial traffic from Levy Avenue to Stuckey Avenue facilitates returning Levy Avenue to a neighborhood street. Both returning Levy Avenue to a neighborhood street and moving traffic to Stuckey Avenue are objectives of the 2022 Providence Neighborhood First Plan Refresh. As noted previously, per the LOI, FSU is to grant a license agreement on up to two acres for a community park adjacent to Providence. Through this LOI, Blueprint has committed to fund the construction of the park, and the City will maintain the completed park.

Should the IA Board remove Segment C from the Airport Gateway project description, improvements to Segment D and Levy Avenue are no longer necessitated from a transportation engineering perspective.

**SPRINGHILL ROAD (SEGMENT G) FOUR-LANE ANALYSIS**

At the November 7, 2023, IA Board meeting, an analysis of the expansion of Springhill Road to construct four-lanes was requested by the IA Board. The current concept for Segment G includes the commitment for right of way acquisition along Springhill Road to accommodate future widening to four lanes with only two lanes being built as part of

the Airport Gateway. Acquiring the right of way now will reduce future costs and help facilitate the future widening of the corridor. Traffic modeling results completed as part of the project do not necessitate the construction of the four lanes through the 20-year planning period ending in 2045. See Attachment #3 for a cross section for the improvements envisioned for Springhill Road included in the current scope for the Airport Gateway. In December 2023, an additional traffic model was done without the Segment C improvements and the four-lane widening of Springhill Road was still not required.

Based on the FDOT long range planning estimates and required utility relocations, the additional cost to Segment G to build all four lanes as part of the Airport Gateway is estimated at \$13 million. The construction of the four lanes is expected to impact large sanitary sewer force mains along the corridor requiring their relocation. A preliminary estimate for the utility relocation is \$10 million, however, a more detailed estimate can be developed in coordination with the utility owners should the IA Board advance the four-lane design. The roadway costs are estimated to be \$3 million. Should the IA Board direct the construction of 4-lanes, a substantial amendment to the Airport Gateway project description in the Interlocal Agreement would not be required as constructing an additional two lanes would be consistent with the current project description.

**PROCESS TO AMEND THE PROJECT**

Should the IA Board desire to amend the project description for the Airport Gateway to change the project scope, such as removing a project segment or segments, a substantial amendment to the Interlocal Agreement would be required. Pursuant to Part V, Section 10, of **Blueprint’s** Interlocal Agreement, any addition, deletion, or amendment to a substantial degree of any Blueprint project in Exhibit I or II of the Interlocal Agreement requires the IA Board to hold two public hearings and consider recommendations of the Citizen Advisory Committee (CAC), Technical Coordinating Committee (TCC), and Intergovernmental Management Committee (IMC) before a super-majority vote of both the IA Board members who are County Commissioners, and the IA Board members who are City Commissioners. As defined in the Second Amended and Restated Interlocal Agreement, the Airport Gateway project provides:

Project 3, Airport Gateway: Funding to perform roadway improvements to Springhill Road from Capital Circle Southwest to Orange Avenue, Lake Bradford Road from Orange Avenue to Gaines Street, South Lake Bradford Road from Capital Circle Southwest to Orange Avenue, Stuckey Avenue from Roberts Avenue to Lake Bradford Road, a roadway (new roadway) through the FSU southwest campus area, and Orange Avenue from South Lake Bradford Road to the southern terminus of the new roadway (includes ROW, construction, gateway streetscaping, stormwater for roadway improvements, and enhanced landscape).

Changes to the project scope through removal of segments or significant changes to implementation schedule, may require additional enhancements to the remaining segments due to the redistribution of vehicular traffic. These enhancements may result in additional segment costs.

## **NEXT STEPS**

As previously noted, the total project allocation approved in FY 2024 of \$82 million does not allow for construction of the entire scope of the Airport Gateway project.

Based on the approved project scope, past IA Board direction, and current total project allocation, Blueprint will continue working towards the following project milestones:

- Mid 2024: Begin construction on Springhill Road from Capital Circle SW to County Limits (Segment G-1), leveraging FDOT's Capital Circle SW project.
- Late 2024: IA Board approval to advertise the New Roadway (Segment C) and Levy Avenue construction.
- Late 2024: 60% Design and begin ROW acquisition on Springhill Road from County Limits to North Lake Bradford Road (Segment G-2).
- Early 2025: Begin construction on Segment C and Levy Avenue.
- Early 2025: Segment G-1 construction concludes.
- Early 2026: Segment C and Levy Avenue construction concludes.
- Early 2026: Begin construction on Segment G-2.
- 2028: Segment G-2 construction concludes.

Action taken by the IA Board today, either directing staff to fully fund the project or initiating a substantial amendment to modify the scope of the project, will be incorporated into the FY 2025-2029 budget process starting at the May 16, 2024 IA Board meeting.

## **CONCLUSION:**

The Airport Gateway creates an attractive, safe, and multimodal gateway between Downtown and the Tallahassee International Airport. It also creates the transportation network needed to support the forecasted growth in jobs within the Innovation Park area, the Tallahassee International Airport, and universities. Supporting the growth and development of these key community resources is consistent with community goals and has the potential to further the recent trend of positive economic growth for the Tallahassee-Leon County community. The Airport Gateway helps protect neighborhoods in the area by reducing the burden that growth on the economic engines and corresponding business centers would place on the neighborhood streets that currently serve as shared access roads.

The total project cost estimate is \$117.8 million with \$6.2 million in Blueprint funds encumbered or expended to date. Total project allocations are \$82 million. In order to implement the project consistent with the scope defined in the Interlocal Agreement, an increase to the project allocation will be necessary, presented at Option #21. Alternatively, the project scope can be revised to reduce project costs through a substantial amendment, presented as Option #2. Lastly, should the IA Board modify Springhill Road to construct the full four lane typical section, as provided by Option #3, an additional \$13 million would be required.



## **OPTIONS:**

- Option 1: Accept status update and direct staff to fully fund the Airport Gateway scope.
- Option 2: Accept status update and initiate the substantial amendment process to reduce the scope by removing identified segments from the Airport Gateway project.
- Option 3: Direct staff to initiate design to construct four lanes on Springhill Road and fully fund the added cost as appropriate.
- Option 4: IA Board direction.

## **RECOMMENDED ACTION:**

- Option 1: Accept status update and direct staff to fully fund the Airport Gateway scope.

### Attachments:

1. March 1, 2018 Airport Gateway Agenda Item available at <https://go.boarddocs.com/fla/talgov/Board.nsf/goto?open&id=AW8KBS5111AE>
2. September 21, 2023 Budget Workshop Airport Gateway Material
3. Springhill Road Cross-Section

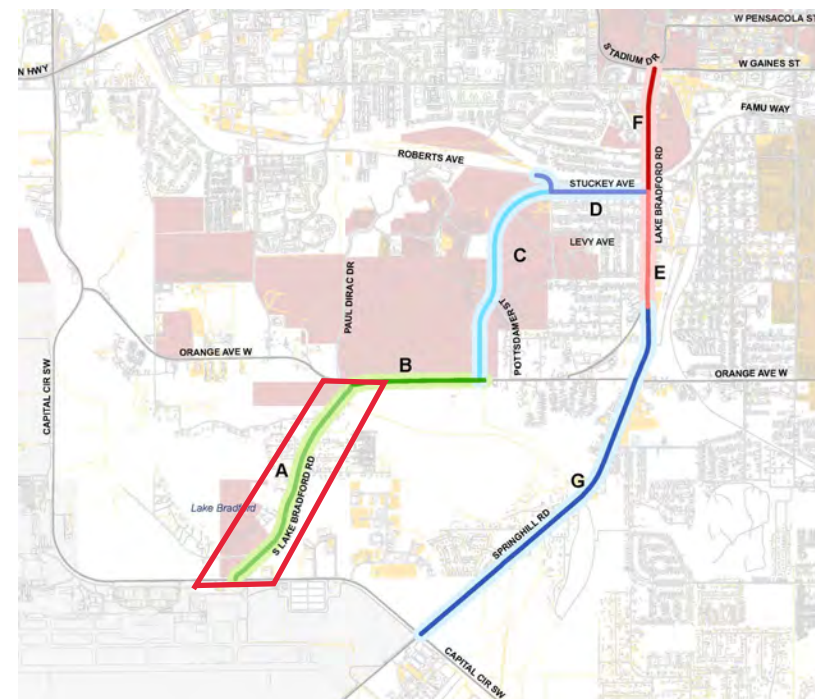
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**Airport Gateway- Segment A Cost Estimate (May 2023)**

<b>Segment A: South Lake Bradford from Orange Avenue to Capital Circle (1.17 miles)</b>					
Description: Improvements may include construction of a shared use path, sidewalk, resurface existing 2-lane road, roundabout and other strategies to slow vehicular traffic, and signage .					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 1,000,000	\$ 1,000,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
Shared Use Path	1.22	Miles	\$ 896,000	\$ 1,093,120	FDOT Long Range Estimate <sup>3</sup>
Traffic Calming and Roundabout	1	LS	\$ 800,000	\$ 800,000	Engineer's Estimate <sup>2</sup>
Stormwater	1	LS	\$ 420,000	\$ 420,000	FDOT Long Range Estimate <sup>3</sup>
Pedestrian Bridge	1	LS	\$ 260,000	\$ 260,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>			<b>\$ 3,573,120</b>		
<b>Segment Encumbered or Expended:</b>			<b>\$ (440,000)</b>		
<b>Segment Balance:</b>			<b>\$ 3,133,120</b>		

Unit Legend:  
 LS- Lump Sum  
 EA- Each  
 LF- Linear Feet

- Notes:
1. Contract executed February 2021 between Blueprint and Halff Associates for planning and design services.
  2. Cost estimate developed by team of multidisciplinary technical experts comprising the project team.
  3. FDOT Long Range Estimate includes Labor, Material, Maintenance of Traffic, Mobilization, and Contingency.

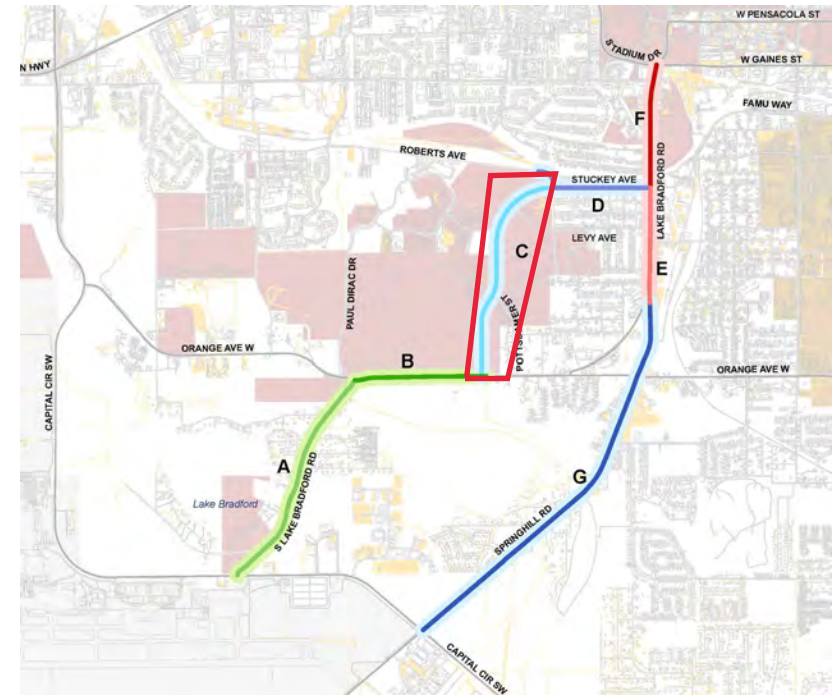


**Airport Gateway- Segment C Cost Estimate (May 2023)**

<b>Segment C: New Road from Orange Avenue to Stuckey Avenue (1.16 miles)</b>					
Description: Preliminary improvements include construction of a 2-lane divided roadway, a shared use path, sidewalk, landscaping, and lighting.					
<b>Line Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Budgetary Status</b>
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 2,750,000	\$ 2,750,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
New Construction 2 Lane Undivided Urban	1.16	Miles	\$ 9,070,000	\$ 10,521,200	FDOT Long Range Estimate <sup>3</sup>
Median	1.16	Miles	\$ 750,000	\$ 870,000	Engineer's Estimate <sup>2</sup>
Multiuse Trail	1.16	Miles	\$ 896,000	\$ 1,039,360	FDOT Long Range Estimate <sup>3</sup>
Aesthetics- Including Park	1.16	Miles	\$ 625,000	\$ 725,000	Engineer's Estimate <sup>2</sup>
Stormwater	2	EA	\$ 350,000	\$ 700,000	Engineer's Estimate <sup>2</sup>
			<b>Segment Total:</b>	<b>\$ 16,605,560</b>	
			<b>Segment Encumbered or Expended:</b>	<b>\$ (2,200,000)</b>	
			<b>Segment Balance:</b>	<b>\$ 14,405,560</b>	

Unit Legend:  
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  3. FDOT Long Range Estimate includes Labor, Material, Maintenance of Traffic, Mobilization, and Contingency.



**Airport Gateway- Segment D Cost Estimate (May 2023)**

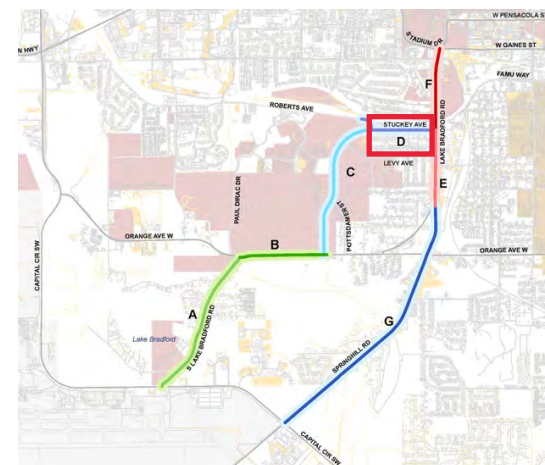
<b>Segment D: Stuckey Avenue (0.49 miles)</b>					
Description: Improvements may include addition of a landscaped median, construction of shared use path, sidewalk, landscaping, and lighting.					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 1,800,000	\$ 1,800,000	Engineer's Estimate <sup>2</sup>
Right of Way	1	LS	\$ 10,000,000	\$ 10,000,000	Engineer's Estimate <sup>2</sup>
New Construction 2 Lane Undivided Urban	0.49	Miles	\$ 9,070,000	\$ 4,444,300	FDOT Long Range Estimate <sup>3</sup>
Median	0.49	Miles	\$ 750,000	\$ 367,500	Engineer's Estimate <sup>2</sup>
Multiuse Trail	0.49	Miles	\$ 896,000	\$ 439,040	FDOT Long Range Estimate <sup>3</sup>
Aesthetics	0.49	Miles	\$ 500,000	\$ 245,000	Engineer's Estimate <sup>2</sup>
Retaining Walls- Reduces Right of Way Impact	1	LS	\$ 1,510,000	\$ 1,510,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>				<b>\$ 18,805,840</b>	
<b>Segment Encumbered or Expended:</b>				<b>\$ (620,000)</b>	
<b>Segment Balance:</b>				<b>\$ 18,185,840</b>	

<b>Segment D: Stuckey Avenue (0.49 miles) Beautification and Park</b>					
Description: Improvements may include addition of a landscaped median, landscaping, and lighting along the roadway and park amenities.					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 1,750,000	\$ 1,750,000	Engineer's Estimate <sup>2</sup>
Right of Way (Including Park Site)	1	LS	\$ 6,000,000	\$ 6,000,000	Engineer's Estimate <sup>2</sup>
New Construction 2 Lane Undivided Urban	0.49	Miles	\$ 9,070,000	\$ 4,444,300	FDOT Long Range Estimate <sup>3</sup>
Median	0.49	Miles	\$ 750,000	\$ 367,500	Engineer's Estimate <sup>2</sup>
Aesthetics	0.49	Miles	\$ 500,000	\$ 245,000	Engineer's Estimate <sup>2</sup>
Park Amenities	1	LS	\$ 500,000	\$ 500,000	Engineer's Estimate <sup>2</sup>
Retaining Walls- Reduces Right of Way Impact	1	LS	\$ 750,000	\$ 750,000	Engineer's Estimate <sup>2</sup>
<b>Revised Segment Total:</b>				<b>\$ 14,056,800</b>	

Unit Legend:  
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 LF- Linear Feet

**Notes:**

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3. FDOT Long Range Estimate includes Labor, Material, Maintenance of Traffic, Mobilization, and Contingency.



**Airport Gateway- Levy Ave Cost Estimate (May 2023)**

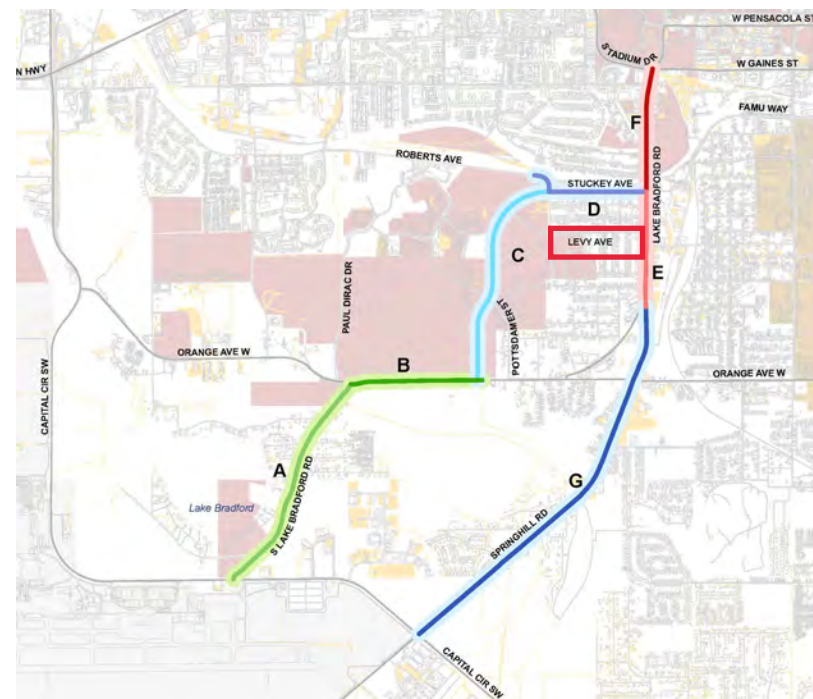
<b>Levy Avenue: Iamonia Street to Lake Bradford Road (0.48 miles)</b>					
Description: Preliminary improvements focus on speed reduction through roadway reduction and beautification through landscaping.					
<b>Line Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Budgetary Status</b>
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 200,000	\$ 200,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
Mill & Resurface 4 Lane Urban at 75%	0.48	Miles	\$ 1,040,000	\$ 499,200	FDOT Long Range Estimate <sup>3</sup>
Median	0.48	Miles	\$ 600,000	\$ 288,000	Engineer's Estimate <sup>2</sup>
Landscape Bulb Outs	0.48	Miles	\$ 200,000	\$ 96,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>				<b>\$ 1,083,200</b>	
<b>Segment Encumbered or Expended:</b>				<b>\$ (150,000)</b>	
<b>Segment Balance:</b>				<b>\$ 933,200</b>	

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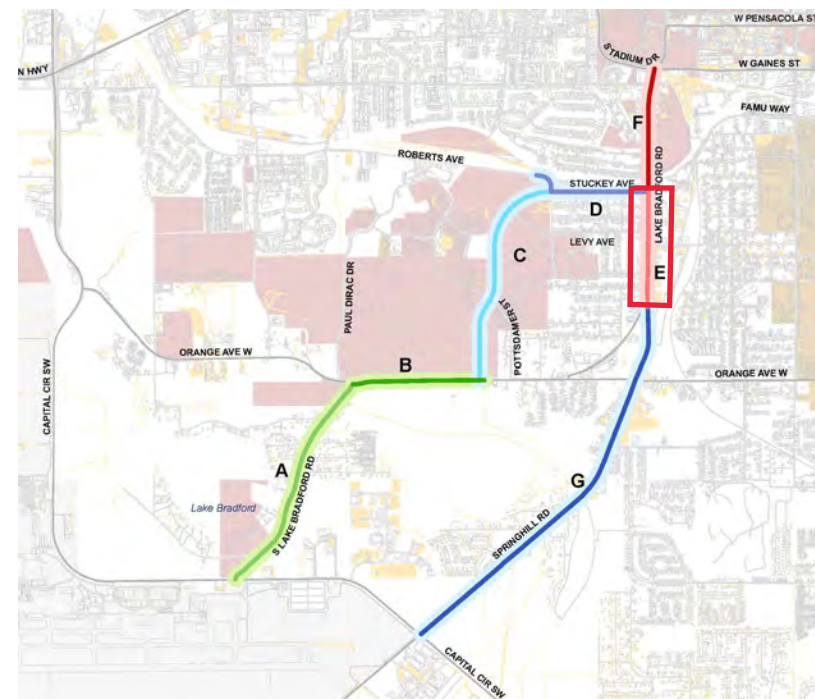
**Airport Gateway- Segment E Cost Estimate (May 2023)**

<b>Segment E: Lake Bradford Road (0.96 miles)</b>					
Description: Improvements for this segment are planned to occur within the existing right of way. Improvements may include roadway-resurfacing, construction of medians, sidewalks, bike lanes, landscaping, lighting, and neighborhood entrance signs.					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 2,500,000	\$ 2,500,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
New Construction 4 Lane Divided Urban	0.96	Miles	\$ 14,310,000	\$ 13,737,600	FDOT Long Range Estimate <sup>3</sup>
Multiuse Trail	0.96	Miles	\$ 896,000	\$ 860,160	FDOT Long Range Estimate <sup>3</sup>
Aesthetics	0.96	Miles	\$ 500,000	\$ 480,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>				<b>\$ 17,577,760</b>	
<b>Segment Encumbered or Expended:</b>				<b>\$ (590,000)</b>	
<b>Segment Balance:</b>				<b>\$ 16,987,760</b>	

Unit Legend:  
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Notes:

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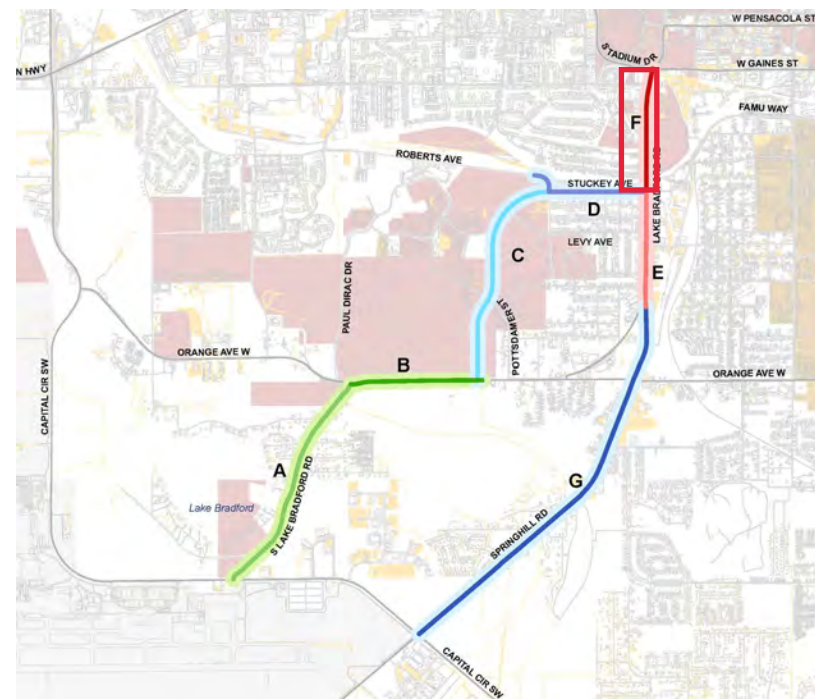
**Airport Gateway- Segment F Cost Estimate (May 2023)**

<b>Segment F: Lake Bradford Road (0.63 miles)</b>					
Description: Improvements for this segment are planned to occur within the existing right of way. Improvements may include roadway-resurfacing, construction of medians, sidewalks, bike lanes, landscaping, lighting, and neighborhood entrance signs.					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 2,500,000	\$ 2,500,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
New Construction 4 Lane Divided Urban	0.63	Miles	\$ 14,310,000	\$ 9,015,300	FDOT Long Range Estimate <sup>3</sup>
Multiuse Trail	0.63	Miles	\$ 896,000	\$ 564,480	FDOT Long Range Estimate <sup>3</sup>
Aesthetics	0.63	Miles	\$ 500,000	\$ 315,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>			<b>\$ 12,394,780</b>		
<b>Segment Encumbered or Expended:</b>			<b>\$ (590,000)</b>		
<b>Segment Balance:</b>			<b>\$ 11,804,780</b>		

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3. FDOT Long Range Estimate includes Labor, Material, Maintenance of Traffic, Mobilization, and Contingency.





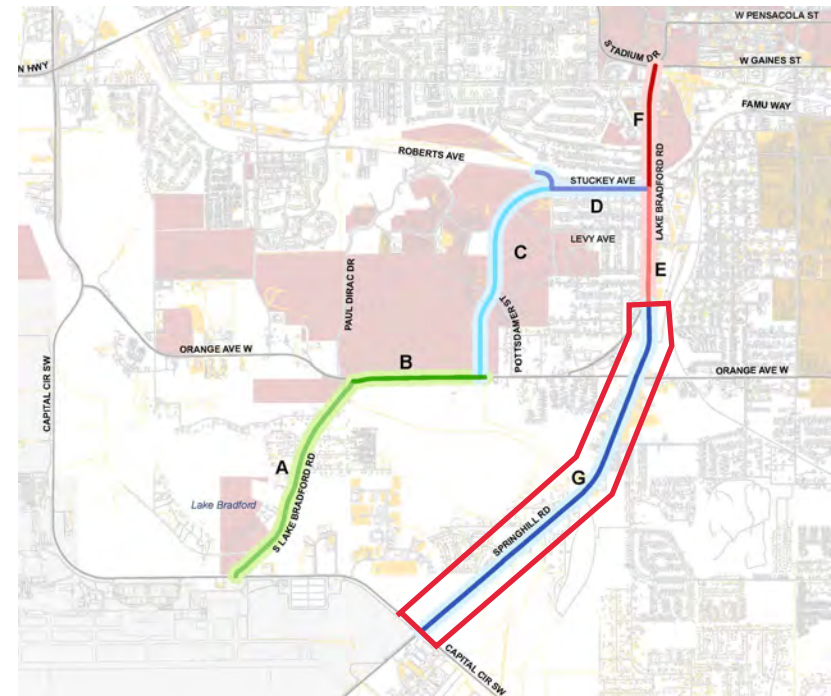
**Airport Gateway- Segment G Cost Estimate (May 2023)**

<b>Segment G: Springhill Road from Orange Avenue to Capital Circle (1.73 miles)</b>					
Description: Improvements for this segment may include construction of two lane divided roadway, multiuse trail, sidewalk, landscaping, lighting, and the bridge replacement at Munson Slough. The project also includes right of way acquisition along Springhill Road to accommodate future widening.					
Line Item	Quantity	Unit	Unit Cost	Total Cost	Budgetary Status
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 4,000,000	\$ 4,000,000	Engineer's Estimate <sup>2</sup>
Right of Way	1	LS	\$ 20,000,000	\$ 20,000,000	Engineer's Estimate <sup>2</sup>
New Construction 2 Lane Undivided Urban	1.73	Miles	\$ 9,070,000	\$ 15,691,100	FDOT Long Range Estimate <sup>3</sup>
Median	1.73	Miles	\$ 750,000	\$ 1,297,500	Engineer's Estimate <sup>2</sup>
Multiuse Trail	1.73	Miles	\$ 896,000	\$ 1,550,080	FDOT Long Range Estimate <sup>3</sup>
Aesthetics	1.73	Miles	\$ 500,000	\$ 865,000	Engineer's Estimate <sup>2</sup>
Springhill Road Bridge	1	EA	\$ 2,200,000	\$ 2,200,000	Engineer's Estimate <sup>2</sup>
Stormwater	4	EA	\$ 420,000	\$ 1,680,000	FDOT Long Range Estimate <sup>3</sup>
FDOT Estimated Leverage for G-1	1	LS	\$ (1,000,000)	\$ (1,000,000)	Engineer's Estimate <sup>2</sup>
			<b>Segment Total:</b>	<b>\$ 46,283,680</b>	
			<b>Segment Encumbered or Expended:</b>	<b>\$ (1,640,000)</b>	
			<b>Segment Balance:</b>	<b>\$ 44,643,680</b>	

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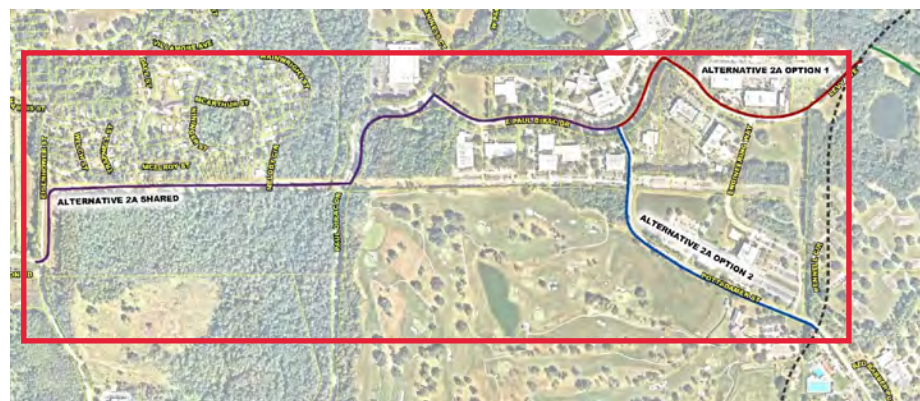
**Airport Gateway- University Greenway Trail Cost Estimate (May 2023)**

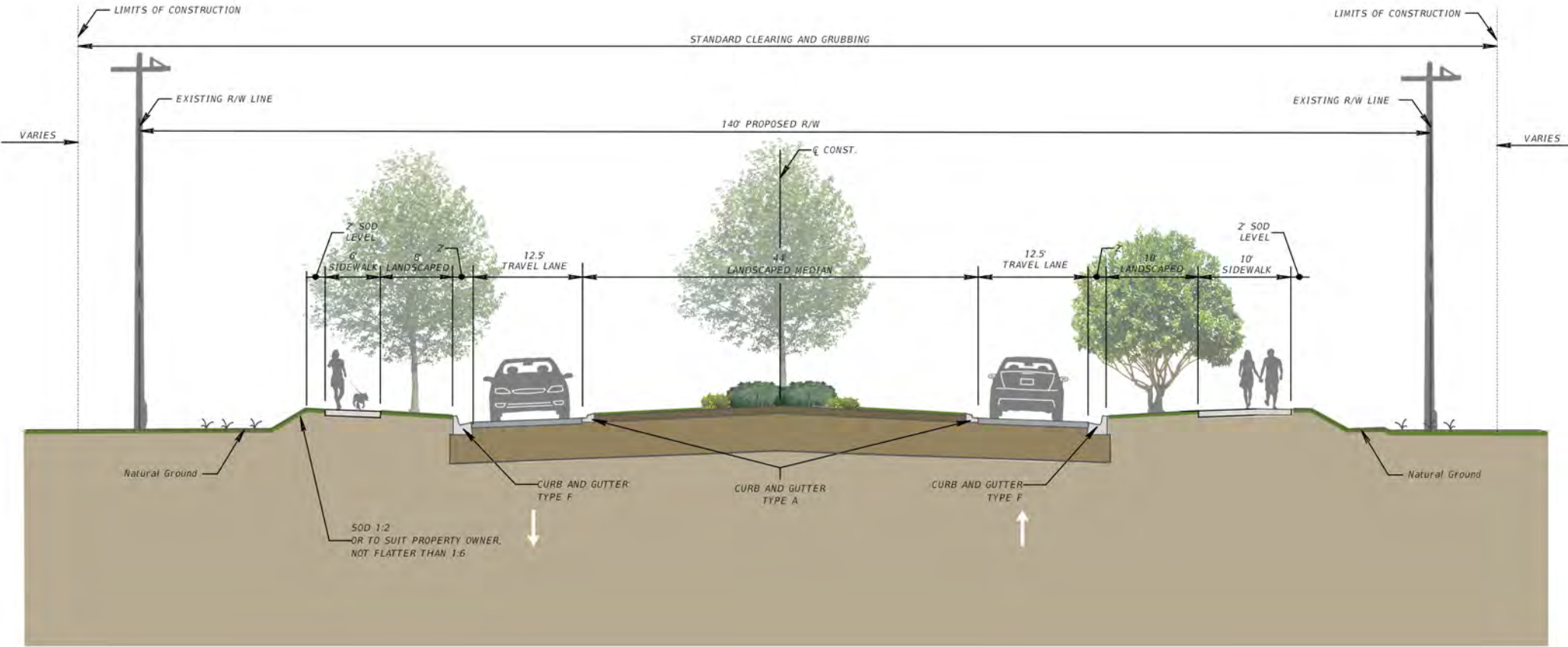
<b>University Greenway Trail- Rec SportsPlex to Innovation Park (1.55 Miles)</b>					
Description: A portion of the University Greenway Trail system proposing a multiuse path connecting the Rec SportPlex to Innovation Park.					
<b>Line Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Budgetary Status</b>
Planning and Design- Contract with Halff & Associates <sup>1</sup>	1	LS	\$ 200,000	\$ 200,000	Engineer's Estimate <sup>2</sup>
Right of Way	0	LS	\$ -	\$ -	
Multiuse Trail	1.55	Miles	\$ 896,000	\$ 1,388,800	FDOT Long Range Estimate <sup>3</sup>
Pedestrian Bridge	1	LS	\$ 160,000	\$ 160,000	Engineer's Estimate <sup>2</sup>
<b>Segment Total:</b>				<b>\$ 1,748,800</b>	
<b>Segment Encumbered or Expended:</b>				<b>\$ -</b>	
<b>Segment Balance:</b>				<b>\$ 1,748,800</b>	

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Notes:

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# SPRINGHILL ROAD TYPICAL SECTION

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**Blueprint Intergovernmental Agency**  
**Board of Directors**  
**Agenda Item #7**  
**February 29, 2024**

**Title:** Evaluation of a Request for Infrastructure Surtax Revenues for Florida A&M University’s Bragg Memorial Stadium Renaissance Project

**Category:** General Business

**Intergovernmental Management Committee:** Vincent S. Long, Leon County Administrator  
Reese Goad, City of Tallahassee Manager

**Lead Staff / Project Team:** Artie White, Director, PLACE  
Keith Bowers, Director, Office of Economic Vitality  
Autumn Calder, Director, Blueprint Infrastructure  
Susan Dawson, Blueprint Attorney

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**STATEMENT OF ISSUE:**

This item presents an evaluation of the \$15 million funding request submitted to the Blueprint Intergovernmental Agency Board of Directors (IA Board) at their September 21, 2023 meeting by Florida A&M University (FAMU) for the Bragg Memorial Stadium Renaissance Project. This item provides a budgetary evaluation of this funding request, information on the stadium improvements as submitted by FAMU, and an update on the prior allocation of \$10 million from the Office of Economic Vitality for Bragg Stadium improvements. If this project is added, it is anticipated that there will be insufficient funds to complete all projects. Based on projected sales surtax revenues and cost estimates for approved projects, Blueprint does not recommend providing funding for this new project request. Should the IA Board direct Infrastructure funding for improvements to Bragg Memorial Stadium, this item describes the substantial amendment process required to create a new Blueprint Infrastructure project, as well as the corresponding necessity to identify reduction of funding from one or more existing projects to fund this new project.

**FISCAL IMPACT:**

This item has a fiscal impact if approved. FAMU has requested \$15 million from Blueprint Infrastructure and should the IA Board direct funding at a future meeting, direction on reprioritization of funds and/or scope changes to existing Blueprint projects will be necessary. Using sales surtax funds for improvements to Bragg Memorial Stadium would result in insufficient funds to complete the approved Blueprint Infrastructure projects.

## RECOMMENDED ACTION:

Option 1: Accept the evaluation and do not initiate the substantial amendment process to fund the \$15 million Florida A&M University request from Blueprint Infrastructure for Bragg Memorial Stadium improvements.

## EXECUTIVE SUMMARY:

At the September 21, 2023 meeting, the IA Board directed Blueprint to coordinate with FAMU staff and provide an evaluation of the \$15 million funding request for the Bragg Memorial Stadium Renaissance Project as detailed in a letter from FAMU President, Dr. Larry Robinson, included as Attachment #1.

The IA Board has previously funded improvements to **FAMU's** Bragg Memorial Stadium. On September 17, 2020, the IA Board directed \$10 million in economic development sales surtax funds for structural repairs and improvements (Attachment #2). A Memorandum of Understanding (MOU) between FAMU and the Blueprint Intergovernmental Agency, included as Attachment #3, was executed on December 21, 2020 formalizing the \$10 million commitment and specifying the improvements to Bragg Memorial Stadium to be completed with those funds. Importantly, the MOU was to cover some of those improvements identified in this newest request. Repair of the existing bathrooms and concession areas as well as lighting upgrades were included in the original Scope of Work provided by FAMU and attached to the 2020 MOU. FAMU has reported that due to increases in construction costs, the \$10 million plus their own investment of \$8, million funded only the east and west seating area structural repairs, Phases 1 and 2 of the Stadium Renaissance Project. Full funding of the \$10 million commitment has been delivered to FAMU consistent with the terms of the MOU. Blueprint acquired a commercial bank loan at the interest rate of 1.78% and makes yearly payments on the principal and debt service. Total payments by October 1, 2035, when paid in full, will amount to \$11,524,126.71.

On December 1, 2023 and again on January 31, 2024, Blueprint staff met with FAMU to discuss their funding request for Phase 3 improvements to **“enhance health and safety aspects”** of Bragg Memorial Stadium, including new and renovated bathrooms, concession areas, lighting, and an elevator project. Through this coordination, FAMU has provided additional information including details on \$8,150,000 in FAMU funding invested in the stadium project to date, **FAMU's** prioritization of the needed Phase 3 stadium improvements, current and future community benefits from the Stadium, and **FAMU's** support to forgo future Blueprint funds on the approved Blueprint FAMU Entry Points project should the requested Stadium funding be provided. While initially anticipated to fully cover the cost of Phases 1, 2, and a substantial portion of Phase 3 with FAMU and economic development funds, FAMU has indicated that due to increased construction costs for Phases 1 and 2, they now do not have the funds available to make the Phase 3 improvements, some of which were previously agreed to under a MOU using

\$10 million in economic development funding approved by the IA Board at the September 17, 2020 meeting.

This item includes an overview of the statutorily allowable uses of infrastructure surtax revenues for stadium projects as well as a budgetary analysis to determine available funding based on IA Board approved project implementation plans. While allowable under state statute, using sales surtax funds for improvements to Bragg Memorial Stadium would result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning, design, and construction. Based on projected sales tax revenues and cost estimates for approved projects, this item recommends Option #1, that the IA Board accept the evaluation of **FAMU's** funding request and not initiate the substantial amendment process to provide \$15 million from the Blueprint Infrastructure program for improvements to Bragg Memorial Stadium.

Should the IA Board direct Blueprint to initiate the substantial amendment process to add FAMU Bragg Memorial Stadium Improvements as a new Infrastructure project, this item details the necessary steps as specified in the Second Amended and Restated Interlocal Agreement (Interlocal Agreement).

## **SUPPLEMENTAL INFORMATION:**

### **STATUTORILY ALLOWABLE USE OF INFRASTRUCTURE SURTAX DOLLARS FOR STADIUM IMPROVEMENTS**

In 2014, voters approved the extension of the Leon County Penny Sales Surtax to fund “**projects** designed to improve roads; reduce traffic congestion; protect lakes and water quality; reduce flooding; expand and operate parks and recreational areas; invest in economic development; and other uses authorized under Florida **law...**” The Interlocal Agreement provides for the use of Leon County local government sales surtax proceeds for “[o]ther permissible uses set forth in section 212.055(2), Florida Statutes, as amended.”

#### ***Overview of Permissible Blueprint Infrastructure Funding for Stadium Improvements***

Section 212.055(2), Florida Statutes, defines infrastructure as:

Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “**public facilities**” means facilities as defined in s. 163.3164(39), s. 163.3221(13), or s. **189.012(5)...regardless** of whether the facilities are owned by the local taxing authority or another governmental **entity.**” (Emphasis added).

Public facilities, as defined in sections 163.3164(39), F.S., 163.3221(13), F.S., and 189.012(5), include “**parks and recreational facilities.**” Therefore, Blueprint may expend local government infrastructure sales surtax dollars on improvements to **FAMU's** Bragg Memorial Stadium, subject to the constraints of Florida law.

Although the Interlocal Agreement Section 8(b) – “**Permissible** Uses of Dedicated 2020 Surtax **Proceeds**” - allows for other permissible uses—such as public facilities, including parks and recreational facilities—as listed in 212.055, Florida Statutes, such use is not specifically listed in Exhibit II of the Interlocal Agreement. Exhibit II of the Interlocal Agreement details the Blueprint 2020 Infrastructure Projects. As the Bragg Memorial Stadium Improvements was not included in the list of original Blueprint 2020 projects, Exhibit II of the Interlocal Agreement must be amended per the process described in this item to add a new Infrastructure project.

### **FUNDING REQUEST FOR BRAGG MEMORIAL STADIUM IMPROVEMENTS**

At the September 21, 2023 IA Board meeting, FAMU President Larry Robinson submitted a \$15 million funding request for Bragg Memorial Stadium Renaissance Project, Phase 3 improvements. Phase 1 included improvements to the east stands, and Phase 2 included improvements to the west stands. Portions of Phases 1 and 2 have been completed with Blueprint economic development funding allocated by the IA Board in 2020. Although FAMU intended to repair the restroom facilities as part of Phase 2 of the Bragg Memorial Stadium Project, escalating costs associated with that portion of the project were infeasible and thus the restroom facilities were not renovated as planned. Although not all Phase 1 and 2 improvements were completed by FAMU, the \$10 million approved by the IA Board was fully allocated to FAMU consistent with the terms of the 2020 MOU for approved improvements and expenditures.

Phase 3 improvements will specifically “**enhance** health and safety **aspects**” of Bragg Memorial Stadium, including new and renovated bathrooms (Phase 1 included only renovated bathrooms), concession areas, lighting, and an elevator project. While initially anticipated to fully cover the cost of Phases 1, 2, and 3 with FAMU funds plus the \$10,000,000 from OEV, FAMU has indicated that due to increased construction costs for Phases 1 and 2, they now do not have the funds available to make the Phase 3 improvements. In October 2023, FAMU provided additional information regarding the Phase 3 improvements as well as cost estimates, included as Attachment #4. As detailed in these materials, bathroom updates are needed to meet current building codes and ADA requirements as renovations have not been undertaken since 1982. Additional cosmetic improvements to the bathrooms and concession areas as well as field lighting and installation of an elevator are also included in the funding request for Phase 3 improvements.

Following the meeting between FAMU and Blueprint on December 1, 2023, FAMU provided a follow up letter, provided as Attachment #5, providing an update on previous coordination and progress towards Phase 3 improvements, as well as listing the Phase 3 improvements by priority. The prioritized list of Phase 3 improvements with estimated costs is included in Table 1.



Table 1. Cost Estimates for Phase 3 Bragg Memorial Stadium Improvements

Phase 3 Improvements, <i>in Priority Order</i>		Estimated Costs					
		Planning & Design	Owner Contingency	IT	FF&E/ Permit	Construction	Total
1	New & Renovated Bathrooms	\$522,422	\$353,530	\$0	\$190,980	\$7,053,723	\$8,120,655
2	Concession Stands	\$177,128	\$101,473	\$300,000	\$366,986	\$2,137,116	\$3,082,703
3	Lighting	\$130,691	\$77,311	\$0	\$14,040	\$1,665,820	\$1,887,862
4	Elevator Project	\$99,998	\$57,975	\$300,000	\$162,154	\$1,288,653	\$1,908,780
Total		\$930,239	\$590,289	\$600,000	\$734,160	\$12,145,312	\$15,000,000

The December 8, 2024 letter (Attachment #5) describes the \$150,000 FAMU investment to date on the Phase 3 improvements, and notes the \$8,000,000 FAMU investment in the Phase 1 stadium improvements matched by the IA **Board’s** OEV investment of \$10,000,000 in 2021. FAMU has indicated that due to this initial investment, they were able to host two championship events in 2023 that brought nearly \$5,000,000 in economic impact to the Tallahassee-Leon County community. The letter also describes City and County current and potential future activities in Bragg Memorial Stadium such as being used by the City and County for emergency staging and training and community food distribution as well as potential future use for concerts, graduations, and communitywide sporting events.

In 2014, IA Board approved the 27 Blueprint 2020 projects for funding through the newest iteration of the infrastructure program, acknowledging that the estimated costs of these projects exceeded projected sales tax revenue collections. FAMU Entry Points is one of the 27 projects and includes gateway enhancements at three entrances to the campus. This project has an estimated cost of \$1,979,218 and is anticipated to be funded in FY 2038. FAMU President Dr. Robinson is supportive of the IA Board forgoing the FAMU Entry Points Project for the Bragg Memorial Stadium repairs, as stated in Attachment #5.

**BUDGETARY ANALYSIS**

As approved at the September 26, 2023 meeting, the FY 2024 – 2028 capital budget provides funding for Blueprint projects to ensure timely progress and completion to the of all approved projects to the scope and standards directed by the IA Board. It is anticipated that construction costs for all projects will continue to increase, consistent with previous years. Blueprint closely monitors the FDOT monthly cost index reports, and the reports continue to demonstrate construction cost increases throughout the state, which are projected to continue at least in the near term. At the May 16, 2024 budget

workshop, Blueprint will provide the annual update on project cost estimates for approved projects currently in design and construction. Additional funds may be needed to complete these projects depending on these projected construction cost increases. Additionally, the growth of sales tax revenues, while remaining stable, is not expected to increase as substantially as in the years following the pandemic.

Further, the IA Board has directed staff to present additional items for consideration of substantial amendments to the Interlocal Agreement. These include the use of Blueprint Infrastructure surtax funds for the purchase of land for affordable housing, for expanding the North Monroe Gateway Project north of I-10, and for potentially changing the Airport Gateway Scope to include widening of Springhill Road to four lanes.

Based on the future revenue projections and the funding needs of existing Blueprint Infrastructure projects, this item recommends Option #1, that the IA Board accept the evaluation of **FAMU's** funding request and not initiate the substantial amendment process to provide \$15 million from the Blueprint Infrastructure program for improvements to Bragg Memorial Stadium. Using sales surtax funds for improvements to Bragg Memorial Stadium would result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning and construction, resulting in fewer miles of sidewalks, trails, roadway, and bicycle improvements, as well as reduced placemaking initiatives and fewer acres of new public spaces.

### **SUBSTANTIAL AMENDMENT PROCESS AND DRAFT PROJECT DESCRIPTION**

Should the IA Board provide direction to fund improvements at Bragg Memorial Stadium, initiating the substantial amendment process, presented as Option #2 in this item, is the first step in the process to add a new Infrastructure project to the Interlocal Agreement. Specifically, Exhibit II of the Interlocal Agreement would be amended to add the new "**Project.**" A draft project description for the Interlocal Agreement Exhibit II amendment is included below:

*Project XX. Florida A&M University (FAMU) Bragg Memorial Stadium Renaissance Project: Funding for improvements to **FAMU's** Bragg Memorial Stadium.*

While amendments to other sections of the Interlocal Agreement require independent action of the Board of County Commissioners and the City Commission, the IA Board can amend the list of projects and programs in Exhibits I and II of the Interlocal Agreement through the substantial amendment process. The substantial amendment process, which is laid out in the Interlocal **Agreement's** Section 10, *Amendment or Deletion to Projects and Programs*, provides the following:

The listed projects and programs set forth in Exhibit I, Exhibit II, Sections a, b. 1, b.2, and b.3, may only be deleted or amended to a substantial degree if circumstances call for a substantial change and if the Board approves the change by a supermajority vote of both the members who are County Commissioners and the members who are City Commissioners, after taking into consideration the

recommendations of the Citizens Advisory Committee (CAC), the Technical Coordinating Committee (TCC), and the Intergovernmental Management Committee (IMC). Such a vote will not be taken until Blueprint first holds at least two (2) noticed public hearings with respect to such proposed change.

Therefore, the IA Board may add FAMU Bragg Memorial Stadium Improvements as a new project under the Blueprint Infrastructure List following two public hearings, input of the CAC, TCC, and IMC, and a supermajority vote, **which requires at least four (4) City Commissioners and five (5) County Commissioners voting in** favor of the amendment.

## **CONCLUSION:**

This agenda item details the \$15 million funding request submitted to the Blueprint Intergovernmental Agency Board of Directors (IA Board) at their September 21, 2023 meeting by Florida A&M University for Phase 3 Improvements to Bragg Memorial Stadium. Based on projected sales tax revenues and cost estimates for approved projects through FY 2028, Blueprint does not recommend providing funding for any new project(s), including the FAMU Bragg Memorial Stadium Improvements.

Should the IA Board accept the evaluation of **FAMU's** funding request and not initiate a substantial amendment to fund \$15 million from the Blueprint Infrastructure program for improvements to Bragg Memorial Stadium, presented as Option #1, Blueprint will continue to implement the approved projects as directed by the IA Board.

However, should the IA Board initiate the substantial amendment process to create a new FAMU Bragg Memorial Stadium Improvements project, Option #2, Blueprint will follow the required steps outlined in this agenda item. Should the substantial amendment be approved at a future meeting, direction on reprioritization of funds from existing Blueprint projects will be necessary. Using sales surtax funds for improvements to Bragg Memorial Stadium would result in insufficient funds to complete the 32 Blueprint Infrastructure projects as currently approved.

Action by the CAC and TCC: This item was not considered by the TCC or CAC at their February 2024 meetings.

## **OPTIONS:**

- Option 1: Accept the evaluation and do not initiate the substantial amendment process to fund the \$15 million Florida A&M University request from Blueprint Infrastructure for Bragg Memorial Stadium improvements.
- Option 2: Initiate the substantial amendment process to add a new Florida A&M University Bragg Memorial Stadium Improvements project to the Blueprint Infrastructure program.
- Option 3: IA Board Direction

## **RECOMMENDED ACTION:**

Option 1: Accept the evaluation and do not initiate the substantial amendment process to fund the \$15 million Florida A&M University request from Blueprint Infrastructure for Bragg Memorial Stadium improvements.

### Attachments:

1. Letter from FAMU President Larry Robinson, September 20, 2023
2. Acceptance of the Status Report on the Funding Allocation for Repairs at the Florida A&M **University's** Bragg Memorial Stadium Agenda Item, September 17, 2020 (Linked Here)
3. Memorandum of Understanding between FAMU and the Blueprint Intergovernmental Agency, December 21, 2020
4. Bragg Memorial Stadium Phase 3 Information and Cost Estimates, October 2023
5. Letter from FAMU Vice President Shawnta Friday-Stroud, December 8, 2023



# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

LARRY ROBINSON, Ph.D., PRESIDENT

TELEPHONE: (850) 599-3225  
FAX: (850) 561-2152  
TDD: (850) 561-2784

OFFICE OF THE PRESIDENT

September 20, 2023

Commissioner Carolyn Cummings, Esquire, Chair  
Blueprint Intergovernmental Agency Board of Directors  
Director, Department of PLACE  
3145 S Calhoun Street, Suite 450  
Tallahassee, FL 32301

Dear Commissioner Cummings,

Thank you and the Board Members of the Blueprint Intergovernmental Agency for the \$10,000,000 investment in the "Renaissance of Bragg Memorial Stadium." The \$10,000,000 investment by Blueprint and the \$8,000,000 that we have invested in Bragg Memorial Stadium and its newly named Ken Riley Field have definitely revitalized this iconic venue which contributes greatly to the culture of the "Southside" and has economic impacts throughout Leon County. However, there are some remaining challenges in the facility. Specifically, we are in need of an additional \$15,000,000 from Blueprint's infrastructure funds to enhance some of the health and safety aspects of this community asset. Therefore, I am requesting your consideration of a meeting with Blueprint staff to explore options for Florida A&M University to be granted this request.

Please contact Dr. Shawnta Friday-Stroud and Dr. William Hudson, Jr. regarding a meeting in the near future. We look forward to continuing to work with you, the Blueprint Board of Directors, and Blueprint staff on this uplifting community initiative. Thank you for your unwavering commitment and service to this community.

Sincerely,

Larry Robinson, Ph.D.  
President

C: Shawnta Friday-Stroud, Ph.D., Vice President for Advancement  
William Hudson, Jr., Ph.D., Vice President for Student Affairs  
Tiffani-Dawn Sykes, Vice President and Athletics Director  
Rebecca Brown, CFO and Vice President for Finance and Administration

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**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING FUNDING AND CONSTRUCTION OF**  
**REPAIRS AND IMPROVEMENTS**  
**FOR FAMU BRAGG MEMORIAL STADIUM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into the date upon which the last Party signs below ("Effective Date"), by and between THE FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES (FAMU), a public body corporate of the State of Florida and LEON COUNTY – CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY ("Agency") (FAMU and Agency may be referred to collectively as the "Parties" or individually as a "Party").

**RECITALS**

**WHEREAS**, on September 17, 2020, the Agency Board of Directors approved the structural repairs and improvements for FAMU Bragg Memorial Stadium ("Bragg Stadium") as an economic development project to be funded in the amount of \$10M by the one percent local government infrastructure surtax levied by Leon County Government; and,

**WHEREAS**, Bragg Stadium, the home football stadium for Florida A&M University, represents a significant attraction for sports-related tourism and the reduction or loss of FAMU football would have a corresponding negative effect on the local tourism economy; and,

**WHEREAS**, an economic impact analysis determined, in a typical year, a FAMU football season brings in more than \$7.3M in direct spending from fans visiting from areas outside of Leon County, supporting 132 jobs, \$3.6M in wages, and nearly \$1.4M in federal, state, county, and city taxes; and,

**WHEREAS**, Bragg Stadium continues to have structural concerns that need to be addressed prior to the full utilization of the facility; and,

**WHEREAS**, the Second Restated and Amended Interlocal Agreement ("Interlocal Agreement") between Leon County Government and the City of Tallahassee provides for the financing, planning, and construction of certain infrastructure projects, and the implementation of certain economic development programs to be financed with the proceeds of the 2020 surtax; and,

**WHEREAS**, FAMU solicited professional design services for the Bragg Stadium structural repairs and improvements and secured proposals from Barkley Consulting Engineers, Inc.; Clemons, Rutherford, and Associates, Inc.; and H2 Engineering, Inc., for various components of the structural repairs and improvements; and,

**WHEREAS**, FAMU and the Agency desire to enter into this MOU outlining each Party's proposed contributions, obligations, and responsibilities to accomplish the public purposes set forth in these recitals; and,

**NOW, THEREFORE**, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the receipt and sufficiency of which are being acknowledged, FAMU and Agency hereby agree as follows:

## **ARTICLE I INTRODUCTION**

**Section 1.01. Recitals.** The Recitals so stated are true and correct and by this reference are incorporated into and form a material part of this MOU.

**Section 1.02. Authority.** This MOU is entered into pursuant to the authority set forth in the Interlocal Agreement, Chapter 163 Florida Statutes, and other applicable laws.

**Section 1.03. Authority to Contract.** The execution of this MOU has been duly authorized by the appropriate body or official(s) of each of the Parties, each Party has complied with all applicable requirements of law, and each Party has full power and authority to comply with the terms and provisions of this MOU.

## **ARTICLE II CONSTRUCTION AND FUNDING**

**Section 2.01. Design, Construction and Maintenance.** FAMU shall complete the various components of the structural repairs and improvements to Bragg Stadium (hereinafter referred to as "Project"), with all practical dispatch and in a sound, economical and efficient manner and in accordance with the provisions herein, and all applicable laws. FAMU shall ensure that the Project is designed and constructed in accordance with Exhibit A (Scope of Work, Schedule, and Timeline), and with all applicable regulations, standards, and plans, and that construction is performed by a qualified contactor or contractors, and that all necessary permits from any governmental agency are obtained as required by law. The Agency must review all plans and specifications for the Project prior to commencement of any construction. Agency review may include pre-arranged site visits.

**Section 2.02. Completion of Project.** FAMU shall complete construction of Phase I of the Project on or before September 30, 2021; and Phase II of the Project on or before September 30, 2022.

**Section 2.03. Final Plans and Certification.** Upon completion of the Project, FAMU will submit to the Agency final as-built plans and an engineering certification that the construction of the Project was completed in accordance with those plans. The final as-built plans shall be held by the Agency and shall be exempt from public disclosure as provided in Florida Statute 119.071(3)(b) and (c). Such final as-built plans may be



disclosed to: another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction.

**Section 2.04. Limitation on Agency Funding.** Agency funding for the Project shall not exceed \$10,000,000.00 (Ten million dollars). In no event shall the Agency be responsible to FAMU for any amount for the Project which exceeds \$10,000,000.00.

**Section 2.05. Notice of Commencement and Completion.** FAMU agrees to notify the Agency in writing upon the commencement of construction of the Project, and also upon the final completion of the Project.

**Section 2.06. Agency Payment of Project Costs.** The Agency will pay the construction costs of the Project incurred by FAMU, subject to the limitations, terms and conditions contained in this MOU. The initial payment to FAMU for design services, permit review, and other preliminary costs for the Project shall be remitted to FAMU in January 2021, by electronic transfer in the amount of \$450,000.00. Subsequent payments for expenditures for the Project shall be remitted to FAMU upon submission of contractor and vendor invoices with all necessary or requested documentation. In addition, pursuant to the terms of Section 2.08, reimbursement for expenditures incurred by FAMU for the Project, will also be remitted to FAMU in January of 2021.

**Section 2.07. Requisitions and Payments.** Requests for Agency payment for the costs of a Project phase or phases shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

**Section 2.08. Reimbursement.** Expenditures by FAMU for the Project incurred prior to execution of this MOU may be reimbursed by the Agency provided such expenditures are eligible for reimbursement. These expenditures must be made during the period which is 60 days prior to the date of adoption of the Resolutions, currently expected on December 10, 2020, through closing of the Agency's bank loan to finance the Project. Such expenditures must be reviewed by the Agency's bond counsel prior to reimbursement.

**Section 2.09. Selection of Contractor and use of MWSBE Firms.** FAMU shall be responsible for procuring its own construction contractor(s) for performance of the work related to the Project. FAMU shall utilize a competitive bidding process, and may utilize continuing service contracts, to select the contractor to construct the Project to the extent required and in accordance with permitting requirements and Florida Law.

FAMU shall provide the Agency with cost estimates, contracts, and other project documentation prior to the commencement of the work on the Project. Project documents for Phase I shall be contained within Exhibit B to this MOU. Project documents concerning Phase II that become available after the execution of this MOU, shall be incorporated into this MOU by an amendment to Exhibit B.

The Parties acknowledge that FAMU is subject to the requirements of the FAMU Board of Trustees and the State University System of Florida regarding supplier diversity in contracting. OEV agrees to provide FAMU with their aspirational targets for reference in this project. FAMU agrees to identify and engage diverse businesses in the community that are available to provide goods and services for purchase by FAMU under this MOU. FAMU agrees to engage the Florida Office of Supplier Diversity, and the Tallahassee - Leon County Office of Economic Vitality, to develop a pipeline of diverse suppliers. FAMU agrees to provide minority owned businesses of all sizes with equal access to the established bidding and negotiation processes to enhance FAMU's outreach within the local community. FAMU's Office of Procurement Services will monitor all contracts to ensure participation of diverse businesses.

FAMU agrees to provide a report to the MWSBE Division of OEV in a format, frequency, and manner prescribed by the MWSBE Division. The report will, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise firm utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date.

**Section 2.10. Bonds: No Liens.** FAMU agrees to require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the construction contractor for the Project. FAMU will ensure that no liens shall be placed on the Project.

### ARTICLE III MISCELLANEOUS PROVISIONS

**Section 3.01. Compliance with Tax Laws.** FAMU understands that the Agency may issue tax-exempt debt to fund its obligations under this MOU. The Parties understand that it is the intention hereof that the interest on the tax-exempt debt be excludable from the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, FAMU agrees that they will take all action within its control which is necessary in order for the interest on the tax-exempt debt to remain excludable from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

FAMU further covenants that, to the extent it has control over the proceeds of the tax-exempt debt, they will not take any action or fail to take any action with respect to the investment of the proceeds of any tax-exempt debt, which action or failure to act may cause the tax-exempt debt to be "arbitrage bonds" within the meaning of such term as used in Section 148 of the Internal Revenue Code and the regulations promulgated thereunder. The covenants contained in this subsection shall survive the termination of this MOU.

**Section 3.02. Local Government Access and Public Emergency Use.** FAMU will allow the County and City a number of reserve dates, not to exceed a total of 15 calendar days, at reduced cost or no cost, for use of the Bragg Stadium facility, during the calendar year, for outdoor City or County events. The number of reserve dates for the City and the

County will not conflict with FAMU sponsored events. The City and County will coordinate their reserve dates for Bragg Stadium facility use with FAMU or the appropriate Bragg Stadium facility management.

In addition, FAMU agrees to make the Bragg Stadium concourse and parking lot available for use on a temporary basis as needed by Leon County Government as a public emergency shelter or a staging area for emergency response equipment during an emergency officially declared by the state or by the local government under section 252.38, Florida Statutes. Prior to the completion of the Bragg Stadium structural repairs and improvements, FAMU must enter into a written contract with Leon County Government to make the Bragg Stadium facility available to the public for purposes of emergency shelter or staging at no cost for a minimum of 10 years after completion of the Bragg Stadium structural repairs and improvement. The terms and conditions contained in this section shall survive the termination of this MOU.

**Section 3.03. Limitations on Governmental Liability.** Nothing in this MOU shall be deemed a waiver of immunity limits of liability of the Agency or FAMU beyond any statutory limited waiver of immunity or limits of liability contained in §768.28, Florida Statutes, as amended, or other statute. Nothing in this MOU shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 3.04. Indemnification, and Performance and Payment Bond.** To the extent permitted by law and without waiving any limitations of liability including sovereign immunity afforded FAMU, FAMU shall indemnify and save harmless the Agency, and their officials and employees (the "Indemnified Parties"), from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Indemnified Parties, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of FAMU or its contractor, or sub-contractors, or their employees or agents, arising from the construction of the Project or MOU.

FAMU will provide the Agency with a copy of any certifications of coverage received by FAMU from its construction contractor. Additionally, FAMU will require its construction contractor to post a performance and payment bond for all work under the construction contract, including the Project, and will ensure that the Agency is named as a beneficiary or insured under such bond with respect to the Project. The bond shall be issued by a surety and in a form reasonably acceptable to both FAMU and the Agency.

**Section 3.05. Default.** Each Party hereto shall give the other Party written notice of any default hereunder and shall allow the defaulting Party fifteen (15) days from the date of its receipt of such notice within which to cure any such defaults or, if it cannot be cured within the fifteen (15) days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other parties of the actual cure of any such defaults. If FAMU's non-performance of any obligation hereunder is directly due to an event of Force Majeure, FAMU shall not be deemed to be in default. FAMU shall be given an amount of time reasonably necessary to cure such non-performance, and FAMU shall act in good faith to cure such non-performance during such time.

**Section 3.06. Dispute Resolution.** In the event of any dispute concerning the terms and conditions of this MOU, the Parties shall first consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a resolution satisfactory to both parties. If the Parties do not reach a resolution within a period of 30 calendar days, the Agency may schedule an agenda item with options regarding the disagreement for consideration by the IA Board at its next regular meeting. In addition, the Agency may withhold payment of invoices, in whole or in part, for expenditures inconsistent with the terms of Sections 2.04 (Limitation on Agency Funding), 2.08 (Reimbursement), and 3.01 (Compliance with Tax Laws), until resolution of the matter by the IA Board. Any withhold of payments that do not involve or implicate Sections 2.04, 2.08, and 3.01, shall be reasonable given the specific circumstances. The IA Board's direction on the disputed matter shall be final and binding as to the dispute between the Parties.

**Section 3.07. Force Majeure.** Except for any payment obligation by either Party, if any Party is unable to perform, or is delayed in its performance of any of its obligations under this MOU by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Parties to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Parties from performing any of its obligations (other than payment obligations) under this MOU: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, material shortages, industry wide strikes, boycotts, lockouts or labor disputes, or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder. In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure.

**Section 3.08. Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated; or (ii) upon receipt of such notice when sent by certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the Agency:           Blueprint Intergovernmental Agency  
315 S. Calhoun St., Suite 450  
Tallahassee FL 32303  
Attn: Benjamin Harrison Pingree  
Director of PLACE

With Copy to:               Blueprint Legal Counsel  
315 S. Calhoun St., Suite 450  
Tallahassee, FL 32303  
Attn: Susan Dawson, Esq.

If to FAMU:                 Florida A&M University  
Alan Robertson, Chief Financial Officer  
100 Lee Hall  
Tallahassee, Florida 32307

With Copy to:               Florida A&M University  
Office of the General Counsel  
Attention Denise Wallace, Esq.  
1700 Lee Hall Drive  
3<sup>rd</sup> Floor  
Tallahassee, Florida 32307

**Section 3.09. Binding Effect.** This MOU shall be binding upon and shall inure to the benefit of the Parties, and their respective successors.

**Section 3.10. Amendment.** Any amendment to or waiver of the provisions of this MOU must be in writing and mutually agreed to by the Parties.

**Section 3.11. Assignment or Transfer.** No Party may assign or transfer its rights or obligations under this MOU without the prior written consent of the other Party.

**Section 3.12. Applicable Law and Venue.** This MOU and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this MOU, venue shall be in Leon County, Florida.

**Section 3.13. Severability.** If any part of this MOU is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this MOU shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced, and the intentions of the Parties can continue to be effected.

**Section 3.14. No Waiver.** The failure of any Party to require performance of any duty or condition under this MOU shall not affect the Party's right to require performance at any time thereafter, nor shall the waiver of any condition, breach or default under this

MOU constitute a waiver of any subsequent failure of such condition, breach or default.

**Section 3.15. Entire Agreement.** This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this MOU.

**Section 3.16. Effective Date.** This MOU shall become effective upon the date of execution by the authorized representatives of the Parties.

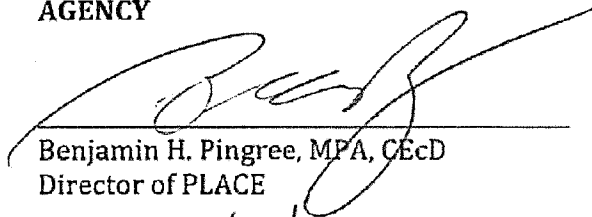
**Section 3.17. Incorporation of Exhibits.** Exhibit A, Scope of Work, Schedule, and Timeline; and Exhibit B, Project Documentation, are each attached hereto and shall be deemed incorporated herein and made part of this MOU.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this MOU as of the date upon which the last Party signs below.

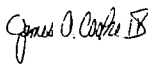
LEON COUNTY - CITY OF TALLAHASSEE  
BLUEPRINT INTERGOVERNMENTAL  
AGENCY

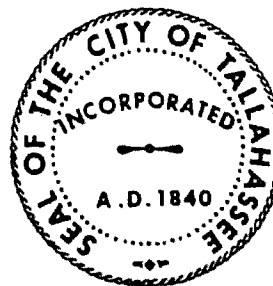
THE FLORIDA AGRICULTURAL AND  
MECHANICAL UNIVERSITY BOARD OF  
TRUSTEES

  
Benjamin H. Pingree, MPA, CEcD  
Director of PLACE  
Date: 12/21/20

  
Larry Robinson, PhD  
President  
Date: 12/18/2020

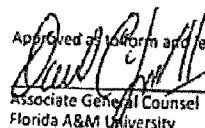
ATTEST:

  
James O. Cooke, IV  
City of Tallahassee Treasurer-Clerk



APPROVED AS TO FORM:

Susan Dawson  
Digitally signed by Susan Dawson  
Date: 2020.12.18 10:44:17 -05'00'  
Susan Dawson, Esq.  
Blueprint Attorney

  
Approved as to form and legal sufficiency.  
Associate General Counsel  
Florida A&M University  
Date: 12/19/2020

## **Exhibit A**

### **Scope of Work, Schedule, and Timeline**





# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

## PHASE I - STRUCTURAL/ LIFE SAFETY/ HC/ADA RESTROOMS & PHASE II - SKYBOX/ CONCESSION STAND REPAIR/ RENOVATION OF BRAGG MEMORIAL STADIUM



## PROJECT SCOPE OF WORK

FLORIDA A. & M. UNIVERSITY  
TALLAHASSEE, FLORIDA

PREPARED BY  
THE OFFICE OF FACILITIES PLANNING AND CONSTRUCTION  
FLORIDA A. & M. UNIVERSITY

FAMU IS AN EQUAL OPPORTUNITY/EQUAL ACCESS UNIVERSITY



FACILITIES PLANNING AND CONSTRUCTION

# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3101

TELEPHONE: (904) 599-3197  
FAX: (904) 561-2289

2408 WASHINGTON WAY, SUITE 100  
TALLAHASSEE, FLORIDA 32307

## Exhibit A

### Phase I - Structural/ Life Safety/ HC/ADA Restrooms & Phase II - Skybox/ Concession Stand Repair

Florida A&M University Facilities Planning and Construction Department developed a scope of work and proposed project budget for Phase I - Structural/ Life Safety/ HC/ADA Restrooms & Phase II - Skybox/ Concession Stand Repair/ Renovation Of Bragg Memorial Stadium Scope of Work and Proposed Budget. The proposed scope for each phases are provided below.

#### Project Description

1. The football stadium consists of two sets of opposing, side field bleachers with a total seating capacity of about 25,000 people. The stadium was opened in 1957 and renovated in 1982. The timeframe for construction suggests that the stadium framing is grade A7 structural steel.
2. The stadium also contains a number of small concrete masonry buildings housing various functions as restrooms, snack bars and ticket booths. There are skyboxes and a press box supported on the west side bleachers. A large scoreboard is supported by vertical steel columns in the north end zone. Field lighting poles are tied to both sides of the outer grandstand structure.
3. The stadium structure is experiencing a varying amount of deterioration, specifically related to rusting and corrosion of the steel components of the substructure and the steel plate seating structure.
4. This project involves structural design to repair the structural seats and metal pans, steel frame water blast, steel frame reinforcement, steel frame repainting and ADA/ Handicap repairs.

#### ESSENTIAL DESIGN SERVICES SCOPE OF WORK - (PHASE I)

The project scope of work is to perform Structural Engineering and Architectural Services and to provide design and drawings to the safety of the repairs and renovation of Bragg Stadium. This phase is essential to the safety of Bragg Stadium which includes replacing all steel pans and seats on the Home and Visitors side. This will include a study to determine the optimal percentage of bench seating and backed seats. The design will also include the water blasting and repainting of the steel frame seating replacement and we will entertain alternate pricing for the Restrooms for Handicap/ ADA accessibility.

#### ESSENTIAL CONSTRUCTION SERVICES SCOPE OF WORK - (PHASE II)

This phase includes the removal and replacement of the press box. The initial portion of phase would include an analysis of the needs of the University for the size and use of this facility. The Concession stands and restroom renovation would be to upgrade and modernize the existing concession stands and restrooms. Upgrading the stadium lighting and sound system.

FAMU IS AN EQUAL OPPORTUNITY/EQUAL ACCESS UNIVERSITY



# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-1100

## SCHEDULE AND TIMELINE

### Phase I – Design and Construction Schedule

• 100% Construction Document	(2 Months)	November 3, 2020 – January 1, 2021
• Permit Review	(2 ½ weeks)	January 1 2021– January 18, 2021
• Construction Manager GMP Bids	(1 Month)	January 1, 2021 – January 31, 2021
• Construction Begin	(8 months)	February 1, 2021 – September 30, 2021

### PROJECT BUDGET - (PHASE I)

1. Design Services Total: \$255,325.00 - The total design fees are slightly less than the DMS Fee Guide for a less than average complexity Design (E). The design fees do include Construction Administration Services and Threshold Inspections Services. Threshold Inspection services are beyond the DMS Curve but are required on this project.
2. Projected Construction Budget Total: \$3,744,675
  - Construction cost Including (insurance & bond) \$3,089,356.88
  - CM Overhead/Profit (9%) \$280,850.62
  - Construction Contingency (6%) \$187,233.75
  - Owner Contingency (6%) \$187,233.75

### Phase II – Design and Construction Schedule

• Design Solicitation		
o Request for Qualification (RFQ)		January 11, 2020 – February 1, 2021
▪ Submittals Due		Monday, February 2, 2021
▪ Shortlist Meeting		Tuesday, February 9, 2021
▪ Final Interviews		Tuesday, February 23, 2021
▪ Selection Recommendation for Approval		Wednesday, February 24, 2021
▪ Contract Negotiation		Thursday, March 4, 2020
• Pre-design	(30 days)	March 5, 2021 – April 3, 2021
• Schematic Design	(30 days)	April 5, 2021 – May 4, 2021
• Design Development	(45 days)	May 4, 2021 – June 17, 2021
• 100% Construction Document	(45 days)	June 17, 2021 – August 1, 2021
• Permit Review	(2 ½ weeks)	August 2, 2021 – August 20, 2021
• Bidding/pricing	(45 days)	August 2, 2021 – September 15, 2021
• Const. Manager Contract Negotiation	(1 weeks)	September 15 – September 22, 2021
• Construction Begin	(10 months)	After the last Home Game through September 10, 2022

### PROJECT BUDGET - (PHASE II) WILL BE COMPETITIVE SOLICITATION)

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## Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

**Design Services Total: \$400,096** - The total design fees are based off the DMS Fee Guide for a less than average complexity Design (8). The design fees do include Construction Administration Services and Additional Services.

**2. Construction Budget Total: \$5,599,904**

• Construction cost including (insurance & bond)	\$4,619,920.80
• CM Overhead/Profit (9%)	\$419,992.80
• Construction Contingency (6%)	\$279,995.20
• Owner Contingency (6%)	\$279,995.20

**TOTAL PROJECT BUDGET INCLUDING DESIGN - (PHASE I & PHASE II): \$10,000,000.00**

• Design Service (PH. I \$255,325.00) (PH. II \$400,096)	\$655,421.00
• PH. I & PH. II Construction cost including (insurance/bond/OH/Contingency)	\$8,410,121.10
• Construction Contingency (12%)	\$467,228.95
• Owner Contingency (12%)	\$467,228.95

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**Bragg Stadium Repair & Replacement**  
Preliminary Design & Construction Schedule - CC Method  
Barkley Consulting Engineers, Inc



**Stage 1**

Design Schedule		
Item #	Description	Date
1	Begin stage one design	Aug. 20
2	Begin discussion w/ contractors	Sep. 20
3	Present design drawings to GC's to bid	Oct. 20
4	Contractors bid received	Nov. 20
5	Begin construction	Nov. 20

Construction Schedule		
Item #	Description	Date
1	Begin pan demolition	Dec. 20 - Feb. 21
2	Order steel materials	Dec. 20
3	Begin press box demolition	Jan. 21 - Mar. 21
4	Begin water blasting	Jan. 21 - Apr. 21
5	Construction of pans on site	Feb. 21 - Apr. 21
6	Begin steel frame painting and Reinforcement	Feb. 21 - May 21
7	Install pans after painting	Mar. 21 - Jun. 21
8	Install bleachers	Apr. 21 - July 21
9	Completion	Aug. 21
10	2021 Season Starts	Sep. 21

**Stage 2**

Design Schedule		
Item #	Description	Date
1B	Begin press box design	Nov. 20 - Mar. 21
1A	Begin restroom & concession stand design	Nov. 20 - Apr. 21
2	Discussions w/ contractor	Jan. 21
3A	Present press box drawings to GC's to bid	May 21
3B	Present restroom & concession stands drawings to GC's to bid	Apr. 21
4	Begin construction	Oct. 21

Construction Schedule		
Item #	Description	Date
1A	Begin press box construction	Oct 21 - Aug. 22
1B	Begin restroom & concession stand construction	Nov. 21 Aug. 22
2	Construction completed	Aug. 22
3	2022 Season Starts	Sep. 22

## **Exhibit B**

### **Project Documentation**

*To be provided by FAMU*



# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

TELEPHONE: (850) 599-3197  
FAX: (850) 561-2289

FACILITIES PLANNING AND CONSTRUCTION  
2400 WAHNSH WAY, SUITE 100  
TALLAHASSEE, FLORIDA 32307

## Phase III Structural/ Life Safety/ HC/ADA Restrooms, Concession Stand & Lighting Renovation of Bragg Memorial Stadium Scope of Work and Proposed Budget

### Summary:

**Renovate/Replace Restrooms:** It appears that the restrooms have yet to have any major work performed on them since 1982. Their appearance could be more desirable, and they need to meet current Building Codes or ADA Requirements. It is stated in Barkley Consulting Engineers, Inc. Structural Investigation of Football Stadium, August 31, 2017, that the recommendation is to replace the restrooms, possibly including removing the existing masonry walls. This will allow the new design to optimize the area and allow for a modern public facility. There are eight restroom areas (4 on each side), and either renovation or replacement work must be performed.

The six concession stands are of similar structural components as the restrooms. Barkley Consulting Engineers, Inc. recommends cosmetic work on these areas in conjunction and coordination with the restroom renovation.

### Budget:

#### Phase III Structural/ Life Safety/ HC/ADA Restrooms, Concession Stand & Lighting Renovation of Bragg Memorial Stadium. Estimated Project Cost:

• Construction Cost	\$11,514,117 (6.5% Construction Contingency Included)
• Architect Fee	\$895,221
• Owners Contingency	\$575,705 (5% of Construction Cost)
• Furniture and Equipment	\$650,000
• IT services	\$600,000
• Plan Review Fee	\$19,644
• Permit Fee	\$39,883
• <u>Escalation Fee</u>	<u>\$690,847 (6% of Project Cost)</u>
<b>Total Project Cost</b>	<b>\$14,985,417</b>



October 17, 2023

ATTN: Craig Talton  
Florida A&M University  
2400 Wahnish Way, Suite 100  
Tallahassee, FL 32307  
Email: [craig.talton@famou.edu](mailto:craig.talton@famou.edu)

**Re: Bragg Memorial Stadium – Renovations and Improvements**  
**Project: FAMU Phase II – Renovations & Improvements**

Craig,

Please find the attached updated conceptual cost / budget estimates for the noted scope(s) of work.

Per our discussions with the structural engineer, Doug Barkley, we have assumed that the existing light poles can be re-used to support the planned new sports field lighting. The new sports field lighting improvements are not included in the updated budget information.

Please let me know if you need additional information.

Sincerely,

**ALLSTATE CONSTRUCTION, INC.**



Scott Brewer, President



**CONCEPTUAL PRICING SUMMARY**  
FAMU Bragg Stadium Phase 2  
REV October 17, 2023

Allstate Construction, Inc.

	<u>Total Estimated</u>	<u>Contingency</u>	<u>Escalation (20%)</u>
<b>A New Restrooms - West Side</b>	<b>\$1,533,829</b>	<b>\$107,592</b>	<b>\$236,702</b>
1. New West Side Restrooms - 6 each (82-New Fixtures Schematic Design A1.1 8/8/2021).			
2. Demo & Patch Concrete for Sanitary Sewer Replacement			
3. Masonry & Concrete Construction			
4. Metal Roofing and Related Framing			
5. Ceilings			
6. Epoxy Paint - Floors & Walls			
7. Restroom Plumbing			
8. New Domestic Water Service - Connect to Existing Service			
9. New Sanitary Sewer Line to Existing Sanitary Sewer Service			
10. Ventilation Systems			
11. Electrical / Lighting - Connected to Existing Electrical Power Services			
12. New Fire Alarm Devices - Connected to Existing Fire Alarm Systems			
<b>B New Restrooms - East Side</b>	<b>\$1,533,829</b>	<b>\$107,592</b>	<b>\$236,702</b>
1. New West Side Restrooms - 6 each (82-New Fixtures Schematic Design A1.1 8/8/2021).			
2. Demo & Patch Concrete for Sanitary Sewer Replacement			
3. Masonry & Concrete Construction			
4. Metal Roofing and Related Framing			
5. Ceilings			
6. Epoxy Paint - Floors & Walls			
7. Restroom Plumbing			
8. New Domestic Water Service - Connect to Existing Service			
9. New Sanitary Sewer Line to Existing Sanitary Sewer Service			
10. Ventilation Systems			
11. Electrical / Lighting - Connected to Existing Electrical Power Services			
12. New Fire Alarm Devices - Connected to Existing Fire Alarm Systems			
<b>C Renovate Existing Restrooms - East &amp; West Sides</b>	<b>\$2,246,145</b>	<b>\$157,558</b>	<b>\$346,627</b>
1. General Like-Kind Replacement and Renovations Of Existing Fixtures, Toilet Accessories, and Components			
2. Demo of Plumbing Fixtures and Toilet Partitions			
3. Concrete Slab Patching			
4. Masonry Patching			
5. Metal Roofing and Related Framing			
6. Ceilings			
7. Epoxy Paint - Floors & Walls			
8. New Water and Sewer Services Are Not Included In This Scope of Work			
9. Complete Replacement of Domestic Water Piping - Connect to Existing Service			
10. Complete Replacement of Sanitary Sewer Piping - Connect to Existing Sanitary Sewer			
11. New Ventilation System			
12. Electrical / Lighting - Connected to Existing Electrical Power Services			
13. New Fire Alarm Devices - Connected to Existing Fire Alarm Systems			
<b>D Renovate Existing Concession Spaces - 3-Each East &amp; 3-Each West Sides</b>	<b>\$1,525,168</b>	<b>\$106,984</b>	<b>\$235,365</b>
1. General Like-Kind Replacement and Renovations Of Existing Spaces			
2. New Appliances and Food Services Equipment Are Not Included			
3. Food prep. Exhaust Hoods Systems Are Not Included			
4. Masonry Patching			
5. Epoxy Paint - Floors & Walls			
6. Food prep. Exhaust Hoods Systems Are Not Included			
7. Ventilation Systems			
8. Electrical / Lighting - Connected to Existing Electrical Power Services			
9. New Fire Alarm Devices - Connected to Existing Fire Alarm Systems			
<b>E New Elevator Tower Structure, Equipment Room, &amp; Elevator Equipment</b>	<b>\$871,525</b>	<b>\$61,134</b>	<b>\$134,495</b>
1. Concrete Foundations & Pit			
2. Masonry Tower Structure			
3. Masonry & Metal Wall Panel Veneer Systems			
4. Two Stop Pedestrian Elevator - Larger Cab for EMS Access			
5. Electrical - Connected to Existing Electrical Power Services			
<b>F New Sports Field Lighting Structural Systems</b>	<b>\$1,162,033</b>	<b>\$81,512</b>	<b>\$179,326</b>
1. Conceptual Cost Estimate			
<b>G General Conditions (GC's)</b>	<b>\$650,000</b>		
1. Seven (10) Months			
<b>Total</b>	<b>\$9,522,528</b>	<b>\$622,372</b>	<b>\$1,369,217</b>

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# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

OFFICE OF THE VICE PRESIDENT OF UNIVERSITY ADVANCEMENT

TELEPHONE: (850) 412-5755

FAX: (850) 561-2123

December 8, 2023

Dear Autumn, Susan, Artie, and Keith:

Bill and I thank you all for a very productive December 1, 2023, meeting. As requested, below are our responses to the four (4) follow up items from our discussion.

1. **FAMU In-Kind Investment:** To date, FAMU has invested \$150,000+ in-kind toward Phase III of the Bragg Memorial Stadium Renaissance Project. Our in-kind investments include design, repair/renovation, supplemental/portable ADA compliant facilities, and maintenance.
2. **City and County Current and Potential Future Activities in Bragg Memorial Stadium:** Bragg Memorial Stadium is home of the Rattler Football Team, the 2023 Southwestern Athletic Conference (SWAC) 2023 Champions who also hold the longest home winning streak in the NCAA Division I Football Championship Subdivision (FCS). Bragg Memorial Stadium is also home to FAMU Development Research School football. In addition to being the home of FAMU football, Bragg Memorial Stadium is currently used by the city and county for emergency management staging during disasters and emergencies, emergency management trainings, statewide high school championship football games, and community food distributions. Future city and county usage of Bragg Memorial Stadium can include concerts, outdoor graduations, countywide football games when not used by FAMU or FAMU DRS, and other sporting events.
3. **Prioritized List:** Of the remaining items in Phase III of the Bragg Memorial Stadium Renaissance Project, our prioritized list is below.
  - i. Bathrooms (Existing and New)
  - ii. Concession Stands
  - iii. Lighting
  - iv. Elevator Project
4. **Potential Reallocation of Existing \$2M for FAMU Entrance Infrastructure Project:** Dr. Robinson is willing to reallocate the previously approved funds for the FAMU Entrance Infrastructure Project to Phase III of the Bragg Memorial Stadium Renaissance Project.

As we stated during the meeting, FAMU is most appreciative of Blueprint's initial \$10,000,000 investment for our Bragg Memorial Stadium Renaissance Project, which was complemented with our \$8,000,000 investment. With FAMU hosting the SWAC Championship last week and the Florida High School Athletic Association Football Championships this weekend in Bragg Memorial Stadium, the City of Tallahassee and Leon County are realizing near immediate returns of approximately \$5,000,000 in economic impact on Blueprint's \$10,000,000 investment with just these two events. If granted the \$15,000,000 infrastructure dollars, the City

and County will essentially get a two-for-one because they will also reap long-term, quantifiable, synergistic economic impact returns that will directly benefit our current and future businesses and our community at-large for decades to come, ultimately fulfilling Blueprint's mission of building our community and growing our economy. Bill and I look forward to our January 2024 follow-up meeting.

Respectfully,

A handwritten signature in blue ink that reads "Shawnta Friday-Stroud". The signature is fluid and cursive.

Shawnta Friday-Stroud, Ph.D.  
Vice President, University Advancement  
Executive Director, FAMU Foundation, Inc.  
Dean, School of Business and Industry

C: Larry Robinson, Ph.D.  
William Hudson, Jr., Ph.D.

# Blueprint Intergovernmental Agency Board of Directors Agenda Item #8

**February 29, 2024**

**Title:** Consideration of Initiating a Substantial Amendment for Expansion of the North Monroe Gateway Project

**Category:** General Business

**Intergovernmental Management Committee:** Vincent S. Long, Leon County Administrator  
Reese Goad, City of Tallahassee Manager

**Lead Staff / Project Team:** Artie White, Director, PLACE  
Autumn Calder, Director, Blueprint  
Megan Doherty, Planning Manager, Blueprint  
Mike Alfano, Principal Planner, Blueprint

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## STATEMENT OF ISSUE:

As directed by the Blueprint Intergovernmental Agency Board of Directors (IA Board) at their September 21, 2023 meeting, this item details the substantial amendment process required to expand the North Monroe Gateway project by adding a new, unfunded, Phase 2 north of Interstate-10 (I-10) to Fred George Road. Also as requested by the IA Board at that meeting, this item also provides the requested budgetary analysis and information requested on any previous IA Board actions that have reduced funding for Blueprint 2020 projects. Lastly, this item details efforts underway by the Capital Region Transportation Planning Agency (CRTPA) and the Tallahassee-Leon County Planning Department related to the North Monroe corridor north of I-10. The recommended actions would direct staff to coordinate with CRTPA on utilizing currently allocated Blueprint project funds as local match for a grant opportunity to fund improvements along North Monroe from Tharpe Street to Capital Circle NW.

## FISCAL IMPACT

This item recommends a potential leveraging opportunity through coordination with CRTPA that would use the funds planned to be allocated in FY 2026 to North Monroe Gateway project (approximately \$4.2 million) as the 20% matching funds for a federal Safe Streets for All (SS4A) grant application for up to \$21 million. The recommended actions would not have a fiscal impact.

## RECOMMENDED ACTIONS

- Option 1: Direct staff to coordinate with the CRTPA to utilize local funding allocated to the North Monroe Gateway project as matching funds for a Safe Streets for All grant application to generate up to \$21 million in new federal funds for this project.
- Option 2: Direct staff to bring an agenda item back to the IA Board to initiate a substantial amendment to expand the North Monroe Gateway project limits should the Safe Streets for All grant application be successful, and a substantial amendment be needed.

## EXECUTIVE SUMMARY

At the March 9, 2023 IA Board meeting, the IA Board directed staff to bring back an item to review options to advance funding for the North Monroe Gateway project within the next 1 or 2 years with minimal or no impact to other projects. The draft FY 2024 -2028 Blueprint Capital Improvement Plan (CIP) presented at the May 11, 2023 budget workshop provided a status update on the project, included as Attachment #1, and provided an option to accelerate full funding for the project, totaling \$22.5 million, by five years to FY 2026. The FY 2024 budget workshop material specifically detailed the substantial leveraging from FDOT (now at over \$18 million) along the project corridor and provided an overview of the estimated \$4.45 million in local funding planned by Blueprint for remaining improvements needed to complete the Project. As such, the completed and planned investment by FDOT and Blueprint on the North Monroe Corridor currently totals over \$22.5 million.

At the August 24, 2023 budget workshop, staff was directed to bring back an item providing options for expanding the North Monroe Gateway project. At the September 21, 2023 IA Board Budget Workshop, Blueprint presented an evaluation of project expansion north of I-10 (included as Attachment #2). This evaluation was based on recommendations of the Leon County **Citizens'** North Monroe Task Force and included the completion of the sidewalk network between I-10 and Fred George Road and continuing the enhanced median landscaping to Fred George Road. At this Budget Workshop, the IA Board directed Blueprint to bring back an item with options to initiate the substantial amendment process to expand the project by adding a new, unfunded Phase 2 north of I-10 to Fred George Road, and to include a budgetary analysis.

Since that time, the CRTPA has initiated a safety study to identify needed improvements on Monroe Street from Tharpe Street to Capital Circle Northwest. The study will lead to the formulation of an implementation plan outlining essential safety improvements. The consultant team for CRTPA is also tasked with the development of a SS4A grant application to secure funding for identified improvements. The study is anticipated to be completed in July 2024. Potential funding sources for the grant match and/or identified improvements have not yet been specified and no funding, local or state, has yet been committed. CRTPA indicated that the North Monroe Safety Study and subsequent SS4A grant application may have significant overlap with the North Monroe Gateway project

and inquired whether funds allocated to the North Monroe Gateway could be leveraged as the matching funds for the grant application. The IA Board has previously directed staff to implement improvements resulting from the Citizens North Monroe Task Force final report (as described in the section below); however, the IA Board could direct staff to coordinate with the CRTPA and use the funds as the required 20% match for the SS4A grant application as long as the funds are used in a manner consistent with the project description, which includes crosswalks and other pedestrian safety enhancements. Option #1 would direct staff to coordinate with the CRTPA on the SS4A grant application and use the funds currently allocated to the North Monroe Gateway project as the 20% match required for SS4A grant applications.

Should the IA Board direct Blueprint to initiate the substantial amendment process to add a Phase 2 to the North Monroe Gateway project, this item details the necessary steps as specified in the Second Amended and Restated Interlocal Agreement (Interlocal Agreement). Option #2 would direct staff to bring an item back to the IA Board at a future meeting should a substantial amendment be needed to implement projects from a successful SS4A grant application.

## SUPPLEMENTAL INFORMATION

### PROJECT OVERVIEW

As defined in the 2015 Second Amended and Restated Interlocal Agreement, the North Monroe Gateway project provides: “**funding** to develop gateway enhancements for North Monroe Street from I-10 to 7<sup>th</sup> Avenue (includes signage, art, crosswalks and other pedestrian safety enhancements)”. The project map as provided in the Interlocal Agreement is included as Figure 1:

Figure 1. North Monroe Gateway Project Map



**UPDATE ON THE NORTH MONROE GATEWAY PROJECT**

Since the North Monroe Gateway FY 2024 Budget Workshops project updates, additional infrastructure improvements along the corridor have begun, and Blueprint has secured several grants to further support area enhancements. The FDOT enhanced landscaped median project from Allen Road to Lakeshore Drive (a project directly resulting from Blueprint leveraging efforts) is underway. These median enhancements represent a \$1.46 million investment.

Additional landscaped medians will be constructed between John Knox Road and Allen Road, funded by Blueprint and FDOT. In November 2023, Blueprint was notified that FDOT awarded this project a \$93,000 grant to support the improvements, for a total investment of approximately \$300,000. Design is currently underway, managed by Blueprint, and construction is anticipated to begin in Q3 2024. Blueprint was also awarded a \$25,000 grant from the Knight Foundation to support an enhanced transit stop. Additionally, an FDOT sidewalk project from John Knox Road to Lakeshore Drive is planned for construction in FY 2025, completing the gaps in the sidewalk network in the project area. This new sidewalk represents a total investment of \$6,288,098.

Coordination between Blueprint and FDOT is ongoing to maximize leveraging opportunities and integrate desired community improvements into state-funded projects. In December 2023, FDOT advertised for design services to resurface North Monroe Street from Capital Circle NW to just south of John Knox Road. This project provides a potential opportunity to integrate desired improvements, such as enhanced pedestrian crosswalks, lighting, and other safety enhancements, into the FDOT design plans at a cost savings to Blueprint.

Combined with previous investments on the corridor by FDOT, and the sales tax funded-Blueprint North Monroe Gateway project, a total of over \$22.5 million will be invested into the North Monroe Corridor from 7th Avenue to I-10. Table 1 summarizes the investment by project type along the North Monroe corridor.

Table 1. North Monroe Gateway Improvements

Project Improvement	Agency	Status	Investment
Monroe Street Resurfacing & ADA Improvements Project	FDOT	Complete	\$6,400,000
Monroe Street Medians (Tharpe to 7 <sup>th</sup> Ave)	FDOT	Complete	\$970,000
Monroe Street Widening & Pedestrian Improvements	FDOT	Complete	\$3,000,000
Enhanced Median Landscaping (Allen Road to Lakeshore Drive)	FDOT	In Progress	\$1,460,707
New Sidewalk (John Knox Road to Lakeshore Drive)	FDOT	Construction FY 2025	\$6,288,098
North Monroe Gateway Project Improvements*	Blueprint	In Progress	\$4,450,000
<b>TOTAL</b>			<b>\$22,586,805</b>

\* Includes welcome signage, high visibility crosswalks, enhanced landscaped medians, enhanced street lighting, and improved transit stops.



**CONSIDERATION OF EXPANDED NORTH MONROE GATEWAY PROJECT**

At the September 21, 2023 budget workshop, Blueprint provided a status update on the North Monroe Gateway project and evaluation of project expansion, included as Attachment #2. That item provided consideration of an expanded project area north of I-10 to Fred George Road and infrastructure improvements totaling \$15 million, as recommended in the 2021 **Citizen’s** North Monroe Task Force Report (**Citizen’s** Report).

This fall, as directed by the Leon County Board of County Commissioners (BOCC), the Tallahassee-Leon County Planning Department undertook a multi-day design charrette, and initiated a survey to get recommendations from the public for future improvements on the North Monroe Corridor between I-10 and Capital Circle NW. The results were presented to the BOCC on February 20, 2024, and included: greater sidewalk-street separation, increased bike/pedestrian connectivity, enhanced crosswalks, transit stop improvements, traffic safety, enhanced landscaping (public & private). These improvements (identified for North Monroe between Interstate-10 and Capital Circle NW) are generally in line with the goals and intent of the North Monroe Gateway project (between 7<sup>th</sup> Avenue and Interstate-10). The North Monroe Charrette Final Report is included as Attachment #3.

In addition to efforts undertaken by the Planning Department, in December 2023 the CRTPA initiated a corridor safety study. Specifically, the study is evaluating North Monroe Street from Tharpe Street to Capital Circle NW, a distance of approximately seven miles that includes the proposed Phase 2 area. The study will result in the development of an implementation plan of needed safety improvements. The **study’s** development includes meetings with corridor stakeholders as well as a public meeting to present study findings. The study is anticipated to be completed by July 2024. Funding of identified improvements is anticipated to be pursued including through development of an application seeking federal SS4A funds. CRTPA has indicated that no funds currently exist to use as the required 20% match for a SS4A application and inquired about the use of funds allocated to the North Monroe Gateway project. While the North Monroe Safety Study is not yet completed, there will likely be significant overlap with the recommendations from the Citizens North Monroe Task Force and the North Monroe Charrette Final Report since each of these efforts identified enhanced landscaping, high visibility crosswalks, enhanced street lighting, improved transit stops, and other pedestrian safety improvements. The IA Board previously directed staff to use the funds to implement recommendations from the Citizens North Monroe Task Force (including welcome signage, high visibility crosswalks, enhanced landscape medians, enhanced street lighting, and improved transit stops); however, the IA Board can direct the use of the funds allocated for the North Monroe Gateway to be used for the SS4A application as long as the funds would be used to implement projects consistent with the project description (including crosswalks, enhanced landscaping, and safety enhancements).

**SUBSTANTIAL AMENDMENT PROCESS AND POTENTIAL SCHEDULE**

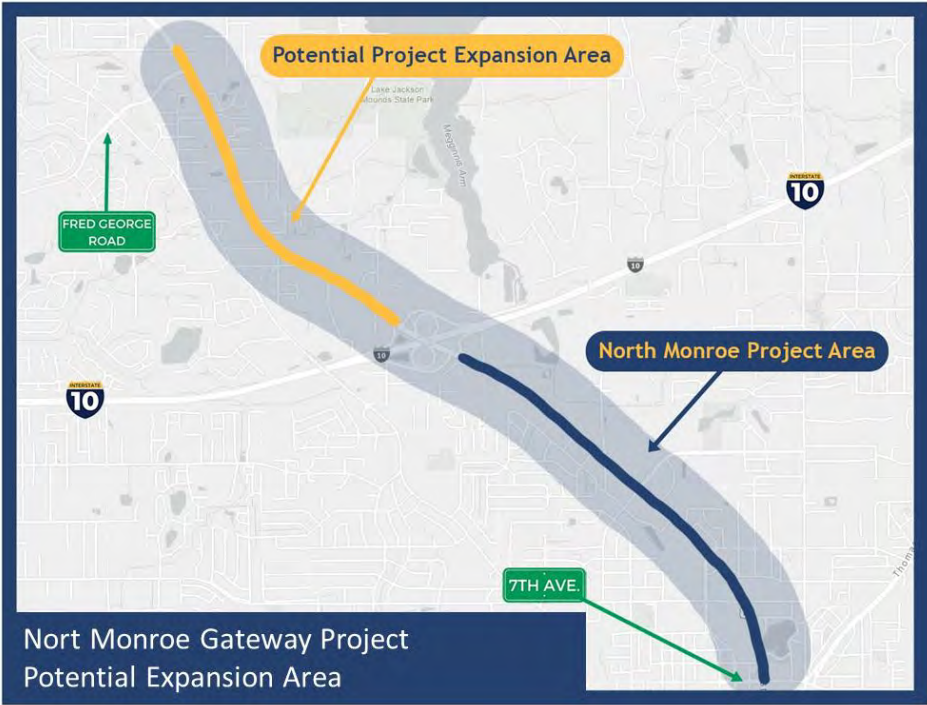
Staff does not recommend initiating the substantial amendment process at this time and recommends directing staff to bring an item back in the future to initiate the process

should the SS4A grant be successful, and a substantial amendment be needed (Option #2). A substantial amendment may not be needed if the infrastructure funds from Blueprint are used for improvements within the current project boundary (between 7<sup>th</sup> Avenue and Interstate-10) and the funds received by CRTPA used elsewhere in the corridor. The need for a substantial amendment would be determined as the CRTPA completes their North Monroe Safety Study and prepares the SS4A grant application. If needed, the future item to initiate a substantial amendment would align with the location of improvements included in the grant application.

Should the IA Board approve the unfunded expansion now, initiating the substantial amendment process, presented as Option #3, is the first step in the process to expand the North Monroe Gateway project north of I-10, and to split the project into two phases. Specifically, Exhibit II of the Interlocal Agreement would be amended to update the North Monroe Gateway project description and exhibit map. A draft project description (underline text indicates added language), and draft exhibit map (Figure 3) for the Interlocal Agreement Exhibit II amendment is included below.

Project 5. North Monroe Gateway: Funding to develop gateway enhancements for North Monroe Street Phase 1, from I-10 to 7<sup>th</sup> Avenue (includes signage, art, crosswalks and other pedestrian safety enhancements), and Phase 2, from I-10 to Fred George Road (includes sidewalks, enhanced landscaping, or other safety and beautification improvements).

Figure 3. Potential North Monroe Gateway Project Expansion Area



While amendments to other sections of the Interlocal Agreement require independent action of the Board of County Commissioners and the City Commission, the IA Board can

amend the list of projects and programs in Exhibits I and II of the Interlocal Agreement through the substantial amendment process. The substantial amendment process, which is laid out in Interlocal **Agreement's** Section 10, Amendment or Deletion to Projects and Programs, provides the following:

The listed projects and programs set forth in Exhibit I, Exhibit II, Sections a, b. 1, b.2, and b.3, may only be deleted or amended to a substantial degree, if circumstances call for a substantial change and if the Board approves the change by a supermajority vote of both the members who are County Commissioners and the members who are City Commissioners, after taking into consideration the recommendations of the Citizens Advisory Committee (CAC), the Technical Coordinating Committee (TCC), and the Intergovernmental Management Committee (IMC). Such a vote will not be taken until Blueprint first holds at least two (2) noticed public hearings with respect to such proposed change.

Therefore, the IA Board may change the project description for the North Monroe Gateway Project in the Interlocal Agreement following two public hearings, input of the CAC, TCC, and IA Board. In order to substantially amend the North Monroe Gateway project at the May 16, 2024 meeting, a supermajority vote of the IA Board would be required, including four (4) City Commissioners and five (5) County Commissioners voting in favor of the amendment.

## **BUDGETARY ANALYSIS**

Currently, the North Monroe Gateway project has a planned Blueprint allocation of \$4.45 million in infrastructure funds to complete the remaining improvements. To date, \$250,000 in local (Blueprint) funding has been allocated to the project budget, and of that amount, \$234,000 has been expended or reserved for the median improvements currently in progress. Consistent with the approved FY 2024 budget, \$4.2 million is planned to be allocated in FY 2026 to complete the remaining improvements.

The \$234,000 is dedicated to the median enhancement project between Allen and John Knox Roads. The total cost of the median enhancement project is estimated at approximately \$327,000, of which \$93,000 will be provided by FDOT through a Beautification Grant. The total cost includes design, construction, and contingency. Design is underway and has reached 30%. Construction is anticipated to begin in the second half of 2024. At the IA **Board's** direction, the remaining \$4,216,000 can be used as the required 20% match for the **CRTPA's** SS4A grant application without any fiscal impact.

Allocating any additional surtax funds for improvements to the North Monroe Gateway (funds beyond the currently allocated \$4.45 million and any funds resulting from leveraging opportunities) would result in insufficient funds to complete the approved Blueprint Infrastructure projects.

**BLUEPRINT 2020 PROJECT DEVELOPMENT & COST REFINEMENT**

At the September 21, 2023 meeting, the IA Board requested that this item also provide information on previous IA Board actions that have reduced funding for Blueprint 2020 projects. No Blueprint project have had allocated funds removed to date. All projects began with a cost estimate in 2014, and those cost estimates have been adjusted over time as the projects move through the project development process. The cost estimates have been adjusted based on inflation, scope refinement, leveraging, and final design plans. For example, the 2014 cost estimate for North Monroe was \$9.4 million. Because of the significant success Blueprint has had with leveraging funds on North Monroe (as described previously in this item), **Blueprint’s** share of the cost estimate was lowered to \$4.45 million with improvements to North Monroe exceeding \$22.5 million – accomplishing more than the original \$9.4 million estimate would have achieved. If the SS4A application is successful, the North Monroe Gateway project would result in over \$39.3 million invested into the corridor. Similarly, the cost estimate in 2014 for the Animal Service Center was \$7 million. The project was anticipated to be funded in FY 2036-2038. As the project progressed through the project development process, the City of Tallahassee completed a Needs Assessment Report. The Animal Service Center Needs Assessment Report identified approximately \$3.8 million in top priority improvements. The IA Board considered a status report to advance funding for the Animal Service Center project for timely and necessary improvements to the existing facility at the September 27, 2021 meeting. The cost estimate was lowered to \$3.8 million based on the Needs Assessment Report and funding was advanced to 2022 and allocated to the project at that time. Design has been completed, and this project was recently advertised for construction, which is anticipated to begin in spring 2024.

While some Blueprint projects may currently have cost estimates below the 2014 project costs, such as Tharpe Street, as all projects move through planning and design, the cost estimates will be updated annually through the IA Board budget process based on more refined information and construction plans. The final approved project budget will be directed by the IA Board at that time.

**CONCLUSION**

The current Blueprint project leverages \$4.45 million in Blueprint funding to realize over \$18 million in state funding for a total of \$22.5 million in improvements along the North Monroe corridor from 7th Avenue to I-10. As directed by the IA Board at their September 21, 2023 meeting, this item details the substantial amendment process to expand the North Monroe Gateway project by adding a new, unfunded, Phase 2 north of I-10 to Fred George Road.

Currently, the North Monroe Gateway project has a total estimated cost of \$22.5 million with Blueprint covering \$4.45 million to complete the remaining improvements (\$4.2 million to be allocated in FY 2026). To date, \$234,000 in local (Blueprint) funding for this project have been expended or reserved. As such, \$4,216,000 will be available for use as directed by the IA Board beginning in FY 2026. Improvements north of Interstate-10

are estimated at approximately \$15 million. A potential grant opportunity a grant opportunity exists to fund improvements along North Monroe from Tharpe Street to Capital Circle NW in coordination with CRTPA.

The CRTPA began a corridor study of North Monroe in December 2023. This study aims to enhance safety along the corridor by identifying necessary safety improvements spanning from Tharpe Street to Capital Circle Northwest. The study will lead to a grant application focused on securing funding for identified improvements. The IA Board previously directed staff to use the funds to implement recommendations from the Citizens North Monroe Task Force for welcome signage, high visibility crosswalks, enhanced landscaped medians, enhanced street lighting, and improved transit stops; however, the IA Board can direct the use of the funds allocated for the North Monroe Gateway to be used for the SS4A application as long as the funds would be used to implement projects consistent with the project description (Option #1).

Staff does not recommend initiating the substantial amendment process at this time and recommends directing staff to bring an item back in the future to initiate the process should the SS4A grant be successful, and a substantial amendment be needed (Option #2). The need for substantial amendment would be determined as the CRTPA completes their North Monroe Safety Study and prepares the SS4A grant application. If needed, the future item to initiate a substantial amendment would align with the location of improvements included in the grant application. If the grant application is not successful, the funds allocated to the North Monroe Gateway would be used for welcome signage, high visibility crosswalks, enhanced landscape medians, enhanced street lighting, and improved transit stops within the current project limits.

Should the IA Board not approve the recommended actions and choose to initiate the substantial amendment process now for the North Monroe Gateway by adding a new Phase 2 north of I-10 to Fred George Road (Option #3), Blueprint will follow the required processes. A supermajority of IA Board members who are City Commissioners and a supermajority of IA Board members who are County Commissioners voting to substantially amend would be required to substantially amend the project at that time and a need to reduce funding from one or more of the current Blueprint projects.

Action by the CAC and TCC: This item was not presented to the CAC and TCC.

**OPTIONS:**

- Option 1: Direct staff to coordinate with the CRTPA to utilize local funding allocated to the North Monroe Gateway project as matching funds for a Safe Streets for All grant application to generate up to \$21 million in new federal funds for this project.
- Option 2: Direct staff to bring an agenda item back to the IA Board to initiate a substantial amendment to expand the North Monroe Gateway project limits should the Safe Streets for All grant application be successful, and a substantial amendment be needed.

Option 3: Initiate the substantial amendment process to expand the North Monroe Gateway to add an unfunded Phase 2 from Interstate 10 to Fred George Road.

Option 4: IA Board Direction.

## **RECOMMENDED ACTIONS**

Option 1: Direct staff to coordinate with the CRTPA to utilize local funding allocated to the North Monroe Gateway project as matching funds for a Safe Streets for All grant application to generate up to \$21 million in new federal funds for this project.

Option 2: Direct staff to bring an agenda item back to the IA Board to initiate a substantial amendment to expand the North Monroe Gateway project limits should the Safe Streets for All grant application be successful, and a substantial amendment be needed.

### Attachments:

1. May 11, 2023 Status Update on the North Monroe Gateway Project
2. September 21, 2023 Status Update on the North Monroe Gateway Project and Evaluation of Project Expansion
3. North Monroe Charrette Final Report, February 20, 2024

## **STATUS UPDATE ON THE NORTH MONROE GATEWAY PROJECT**

The North Monroe Gateway project is one of twenty-seven (27) infrastructure projects included in the current Blueprint 2020 program. As defined in the 2015 Second Amended and Restated Interlocal Agreement, the description for the North Monroe Gateway project states as follows: “funding to develop gateway enhancements for North Monroe Street from I-10 to 7<sup>th</sup> Avenue (includes signage, art, crosswalks and other pedestrian safety enhancements). This stretch of North Monroe is approximately 2.24 miles. Since 2014, Blueprint has leveraged a strong relationship with the Florida Department of Transportation (FDOT) to secure over \$10 million of infrastructure investments in the North Monroe Corridor, with another \$6.53 million planned enhancements tentatively planned over the next two years. Additionally, Blueprint is implementing the Lake Jackson Greenways project, in close proximity to the Gateway, which will provide connectivity from Lake Ella to McGinnis Arm of Lake Jackson, a \$2.33 million investment. Combined, these investments total over \$19.2 million on, or in close proximity to, the North Monroe Corridor over the last 10 years. These improvements, detailed in Tables 2 and 3, below, support the goals of the Blueprint North Monroe Gateway project.

At the March 9, 2023 Blueprint Intergovernmental Agency Board of Directors (IA Board) meeting, the IA Board directed staff to bring back an agenda item to review options to fund the North Monroe Gateway Project within the next 1 or 2 years with minimal or no impact to other projects. The approved FY 2023 – 2027 Capital Improvement Plan allocated \$250,000 to the project in FY 2023, and the FY 2023 Long Term Implementation Plan estimated fully funding the project at an estimated cost of \$12,159,901 in FY 2030 and FY 2031. The draft FY 2024 – 2028 capital budget presents an option to accelerate and complete the funding of the North Monroe Gateway Project in FY 2024 and complete the project within the next five years.

In addition to leveraging of approximately \$17 million from FDOT for improvements along the North Monroe Corridor, Leon County established a Citizen's North Monroe Task Force in 2021 to identify further improvements along the state-owned roadway. The Task Force Final Report, approved by the Board of County Commissioners at their December 14, 2021 meeting, included numerous recommendations for 'Corridor Improvements' that can be completed within the scope of the Blueprint project (Interstate 10 to Seventh Avenue), including enhanced street lighting, improved transit stops, gateway 'Welcome' signage, landscaped medians, and pedestrian-oriented crosswalks. Many of the planned improvements will not require planning or right-of-way phases, which may enable improvements to be provided in the near-term.

The current estimate for completing all improvements is \$4.45 million. The completion of these improvements, as detailed in Table 1, below, fully implements all recommendations from the Task Force within the boundaries of the Blueprint project, and the total estimated project cost has been reduced in the capital budget and Long Term Implementation Plan to align with these improvements. As such, the draft FY 2024 – 2028 capital budget funds an additional \$4.2 million to the project in FY 2024, fully funding the North Monroe Gateway project at \$4.45 million.

Table 1. Proposed Corridor Improvements – Blueprint North Monroe Gateway Project

<b>Improvement</b>	<b>Current Cost Estimate</b>
Welcome Signage	\$125,000
High Visibility Crosswalks/Restriping	\$250,000
Enhanced Median Landscaping	\$75,000
Enhanced Lighting	\$3,500,000
Improved Transit Stops	\$500,000
<b>Total</b>	<b>\$4,450,000</b>

**CORRIDOR IMPROVEMENTS SINCE 2014 (\$10.37 Million)**

This section provides an overview of the improvements completed over the past nine years by FDOT and Leon County on the North Monroe Corridor, which support the goals of the Blueprint North Monroe Gateway project.

Table 2. Corridor Improvements Since 2014

<b>Previous FDOT Improvement</b>	<b>Investment Amount</b>
Monroe Street Resurfacing & ADA Improvements Project	\$6,400,000
Monroe Street Medians (Tharpe Street to Seventh Ave)	\$970,000
Monroe Street Widening & Pedestrian Improvements (John Knox to Lakeshore Drive)	\$3,000,000
<b>TOTAL</b>	<b>\$10,370,000</b>

*Monroe Street Resurfacing Project (John Knox to Thomasville Road) - \$6.4 Million*

Beginning in 2016, Blueprint, the City, County, and CRTPA worked with FDOT to integrate key improvements into the FDOT Monroe Street resurfacing project consistent with the North Monroe Gateway project. Utility upgrades began in late summer 2018, and resurfacing improvements were completed by November 2019. The total project cost was \$6.4 million which included brick paver-style crosswalk treatments from Tharpe Street to 7<sup>th</sup> Avenue (extending south of the Blueprint project scope to Thomasville Road), new crosswalks added at the intersection of Thomasville Road and at 7<sup>th</sup> Avenue to support the Senior Center, ADA improvements including sidewalk and curb ramp upgrades throughout corridor, the addition of new bike lanes added from John Knox to Tharpe Street and new shared lane designations from Tharpe Street to Monroe Street.

*Monroe Street Medians (Tharpe Street to Seventh Ave) - \$970,000*

Based on the results of the Lake Ella Implementation Study, FDOT funded the installation of landscaped medians on North Monroe Street from Tharpe Street to Seventh Avenue. Subsequent to the construction of the medians, a pedestrian HAWK signal was added to provide a safe crossing for pedestrians across North Monroe Street from the Lake Ella area. Construction began in 2016 and the total project cost was \$970,000.



*Monroe Street Widening & Pedestrian Improvements (John Knox to Lakeshore Drive) - \$3 million*

In collaboration with Leon County Government, FDOT completed a third lane north bound on North Monroe Street in 2016 from John Knox Road to Lakeshore Drive. The County contributed \$359,553 for the project design. The total project cost was \$3 million and included the addition of a curb and reconstruction of the sidewalks on the east side of Monroe Street, improving safety for pedestrian and StarMetro users along this route. A new northbound bicycle lane was also added, as well as enhanced pedestrian crossings and ADA improvements.

**PLANNED IMPROVEMENTS THROUGH 2025 (\$8.87 Million)**

As a result of Blueprint leveraging with FDOT and application submission to FDOT funding programs, in FY 2024 and 2025 FDOT currently plans to provide an additional \$6.5 million in improvements along for the North Monroe Corridor. Combined with the Blueprint Lake Jackson Greenway project, these projects represent a nearly \$9 million investment into the corridor and nearby area.

Table 3. Planned FDOT Improvements Through FY 2025

<b>Planned Improvements</b>	<b>Estimated Investment</b>
FDOT Enhanced Median Landscaping (John Knox Road to Lakeshore Drive)	\$968,268
FDOT Sidewalk from John Knox Road to Lakeshore Drive	\$5,565,423
Blueprint Lake Jackson Greenways Project	\$2,331,361
<b>TOTAL</b>	<b>\$8,865,052</b>

*FDOT Enhanced Landscaped Medians - \$968,268*

As a result of a Blueprint application to FDOT’s Standalone Landscaping Program, FDOT will be developing enhanced landscaping in the medians on N. Monroe Street, from John Knox Road to Lakeshore Drive. These improvements are estimated to cost \$968,268, and construction is anticipated to begin in Summer 2023.

*FDOT Sidewalk from John Knox to Lakeshore Drive - \$5,565,423*

Construction of a new sidewalk is planned on the west side of North Monroe from John Knox Road to Lakeshore Drive, which will complete the network south of Interstate 10 and will complete a significant sidewalk gap on the west side of the Gateway corridor. Construction funding is included in FDOT’s Tentative FY 2024 – 2028 Work Program for FY 2025.

*Blueprint Lake Jackson Greenways Project - \$2,331,361*

As shown in Figure 1 at the end of this attachment, the Blueprint Lake Jackson Greenways project, currently in progress, is located in close proximity to the Gateway project, increasing connectivity between Lake Ella and Lake Jackson. This project represents a \$2,331,361 investment.

## **CORRIDOR IMPROVEMENT RECOMMENDATIONS OF THE CITIZENS OF NORTH MONROE TASK FORCE**

At the December 14, 2021 meeting, the Board of County Commissioners accepted the Citizen's North Monroe Task Force Final Report. As part of this acceptance, the Board directed staff to provide Blueprint the Task Force's 2021 Final Report for future consideration as part of the North Monroe Gateway Project. Below is an overview of the corridor improvement recommendations from the Final Report with cost estimates to implement the improvements within the Gateway project area. Cost estimates for the below improvements are approximately \$4.45 million. As shown in Figure 1, at the end of this attachment, the Blueprint Lake Jackson Greenway currently in progress is located in close proximity to the Gateway project, increasing connectivity between Lake Ella and Lake Jackson.

### *Welcome Signage Cost Estimate: \$125,000*

The Task Force found there to be an opportunity to provide local 'Welcome' signage and make the North Monroe Street interchange more aesthetically pleasing to visitors at or near the Interstate 10 interchange. Signage on a state roadway requires planning, coordination, and approval of FDOT.

### *High Visibility Crosswalks/Restriping: \$250,000*

The Task Force Final Report identified high visibility crosswalks and the restriping of pavement markings as an example of where relatively low-cost improvements can have a large impact. Restriping of roadway markings and the installation of pattern pavement crosswalks at key intersections, based on high incidences of Bicycle and Pedestrian Crashes, are included in proposed improvements.

- N. Monroe & MLK/Northwood Center
- N. Monroe & Sharer Road
- N. Monroe & John Knox Road
- N. Monroe and Lakeshore Drive

### *Enhanced Landscaping Cost Estimate: \$75,000*

The Task Force valued the ongoing efforts to encourage and support FDOT's installation of landscaping along the corridor and believes future landscaping projects would enhance the corridor. As discussed previously, Blueprint has secured an enhanced landscaping project with FDOT for medians between John Knox Road and Lakeshore Drive. Blueprint has identified \$75,000 in enhanced median landscaping above and beyond the planned FDOT project, to install and landscape a new median at the John Knox intersection.

### *Enhanced Lighting Cost Estimate: \$3,500,000*

The Task Force identified lighting enhancements as another corridor improvement. AS proposed, the Blueprint project will provide the Gaines Street style along the corridor to enhance both safety and aesthetics.

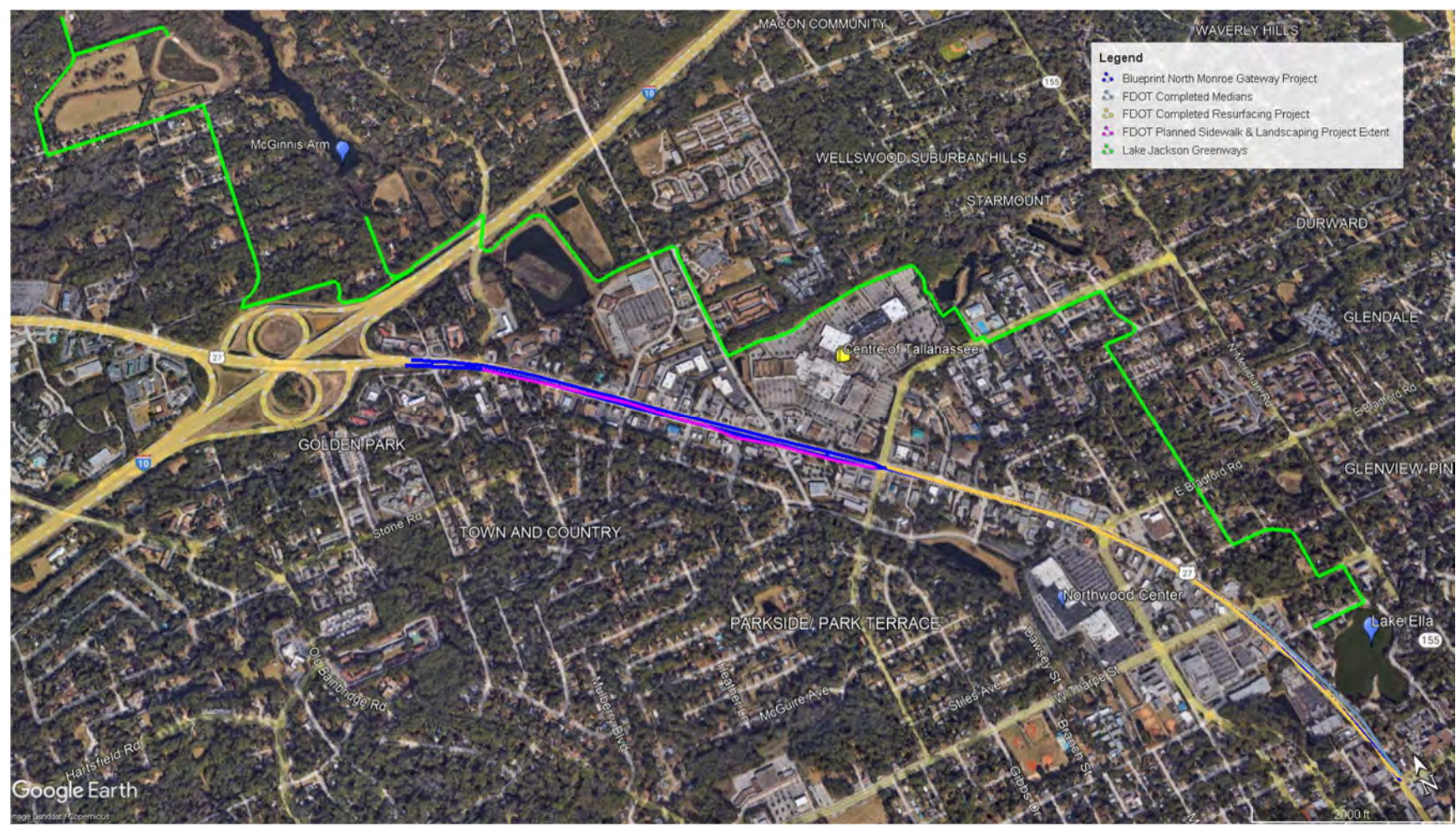
*Improved Transit Stops Cost Estimate: \$500,000*

The Task Force recommended upgrading bus stops along the Gateway corridor. Of the 18 StarMetro Stops along the Gateway project corridor, 12 have no seating, and 3 have only benches. As such, \$500,000 is estimated and included to upgrade the stops on the corridor, including exploring further enhancing shelters with unique designs and public art at community attractions and locations with high ridership along the corridor.

**PLANNING DEPARTMENT EFFORTS RELATED TO THE NORTH MONROE GATEWAY**

The Blueprint North Monroe Gateway project is but one local effort aimed at improving the North Monroe corridor. Two of the three sections of recommendations in the Task Force Final Report dealt with non-infrastructure related items, Crime and Human Trafficking and Homelessness. At the January 23, 2023 Retreat, the Board of County Commissioners tasked the Tallahassee-Leon County Planning Department with two strategic initiatives related to the North Monroe corridor. First, the development of an interactive community web-based tool that documents planned improvements, tracks investments, and identifies enhancement strategies for the North Monroe Corridor area. This tool is in the later stages of development. Second, they were tasked with hosting a community design charrette to identify and evaluate a variety of land use/planning strategies and other proposals for the continued improvement of the North Monroe Corridor area. Planning staff is currently evaluating dates, times, and potential venues for this charette.

**FIGURE 1. Map of North Monroe Corridor with Planned and Completed Improvements**



## **STATUS UPDATE ON THE NORTH MONROE GATEWAY PROJECT AND EVALUATION OF PROJECT EXPANSION**

### **SUMMARY**

At the August 24, 2023, Blueprint Intergovernmental Agency Board of Directors (IA Board) Budget Workshop, the IA Board directed staff to bring back an item providing options for expanding the North Monroe Gateway project (i.e., either reviewing any need for more amenities within the current project area and/or expanding the project scope north of Interstate 10). Consistent with that direction, this attachment presents information regarding the project history and goals of the North Monroe Gateway project, an overview of the previous and ongoing investment by FDOT and Blueprint, a summary of the FY 2024 – 2028 Blueprint capital budget recommendations and planned future Blueprint improvements, and the process for expanding the project scope, with initial cost estimates for similar project amenities north of I-10

### **PROJECT BACKGROUND**

As defined in the 2015 Second Amended and Restated Interlocal Agreement, the North Monroe Gateway project provides: “funding to develop gateway enhancements for North Monroe Street from I-10 to 7<sup>th</sup> Avenue (includes signage, art, crosswalks and other pedestrian safety enhancements). The project map as provided in the Interlocal Agreement is included as Figure 1, below:

Figure 1. North Monroe Gateway Project Map



The original 2014 project cost estimate was \$9.4 million, and in FY 2023 the estimated cost for the project was \$12.1 million. Currently, a total investment of \$20.98 million (in both FDOT and Blueprint funding) has been completed or is planned along this corridor consistent with the goals of the Blueprint project, with construction of improvements ongoing through FY 2028. **To date, Blueprint has successfully partnered with FDOT to leverage over \$16 million in improvements on the North Monroe corridor**, to achieve the project goals. These investments are the result of years of relationship building with FDOT to elevate local priorities and align the goals of the North Monroe project with state fund programming.

At the March 9, 2023 meeting, the IA Board directed staff to bring back an agenda item to fund the North Monroe Gateway project within the next 1 or 2 years with minimal or no impact to other projects. To complete the project, the draft FY 2024 - 2028 Blueprint Infrastructure budget includes full funding for the North Monroe Gateway project at \$4.45 million. Additional improvements for the North Monroe corridor south of Interstate 10 were identified in the 2021 Citizens' North Monroe Task Force Report, including enhanced street lighting, improved transit stops, gateway 'Welcome' signage, landscaped medians, and special emphasis crosswalk. The Blueprint project budget of \$4.45 million fully funds all these improvements, as detailed herein.

### **FDOT IMPROVEMENTS – COMPLETED AND PLANNED (\$16.53 MILLION)**

Since approval of the sales tax project in 2014, Blueprint has successfully partnered with FDOT to implement enhancements throughout the corridor that improve safety, expand multimodal options, and beautify this gateway into Tallahassee-Leon County consistent with the goals of the Blueprint project. Over \$10 million in improvements, detailed below, have been completed to date:

- Monroe Street Widening & Pedestrian Improvements - John Knox to Lakeshore Drive (2016): In collaboration with Leon County Government, FDOT constructed a new northbound lane, added a bicycle lane, installed curb and gutter, and reconstructed the sidewalks on the east side of the roadway.
- Monroe Street Medians - Tharpe Street to Seventh Ave (2017): FDOT funded the installation of landscaped medians and a pedestrian HAWK signal to provide a safe crossing for pedestrians across North Monroe Street from the Lake Ella area.
- Monroe Street Resurfacing Project - John Knox to Thomasville Road (2019): Blueprint worked with FDOT to integrate key improvements consistent with the North Monroe Gateway project, including brick paver-style crosswalk treatments from Tharpe Street to 7th Avenue, new crosswalks, ADA improvements, and new bicycle facilities.

An additional \$6.53 million will be invested by FDOT in the corridor over the next five years, as a direct result of Blueprint leveraging with FDOT and application submission to FDOT funding programs. Planned improvements, which are fully funded in the FDOT Five-Year Work Program, are currently underway as detailed below:

- Landscaped Medians – John Knox to Lakeshore Drive (Under Construction): As a result of a Blueprint application to FDOT's Standalone Landscaping Program,

FDOT is constructing enhanced landscaping in the medians on N. Monroe Street, from John Knox Road to Lakeshore Drive.

- Sidewalk - John Knox to Lakeshore Drive (In Design): FDOT is funding construction of a new sidewalk on the west side of North Monroe from John Knox Road to Lakeshore Drive, which will complete the network south of Interstate 10 and will cure an existing, significant gap in the sidewalk network. Construction funding is included in FDOT's FY 2024 – 2028 Work Program for FY 2025.

### **PROPOSED BLUEPRINT IMPROVEMENTS (\$4.45 MILLION)**

Based on infrastructure improvements completed to date and the scope of the Blueprint project, \$4.45 million is the estimated cost to complete the North Monroe Gateway project. The approved FY 2023 – 2027 Capital Improvement Plan allocated \$250,000 to the project in FY 2023, and the draft FY 2024 – 2028 capital budget includes an additional \$4.2 million in FY 26 to complete funding of the project and accelerate implementation within five years. The remaining \$4.45 million in improvements were identified in the 2021 Citizen's North Monroe Task Force Report (Citizens' Report), a Leon County strategic initiative that created a 12-member Task Force to identify opportunities to enhance the quality of life along the segment between Fred George Road and Tharpe Street. The Citizens' Report included recommendations for 'Corridor Improvements' consistent with the goals and scope of the Blueprint project, including enhanced street lighting, improved transit stops, gateway 'Welcome' signage, landscaped medians, and pedestrian-oriented crosswalks. Many of the planned improvements will not require planning or right-of-way phases, which may enable improvements to be provided in the near term. These improvements, which are fully funded in the draft FY 2024 – 2028 capital budget, are detailed in Table 1, below:

Table 1. Proposed Blueprint North Monroe Gateway Project Improvements

<b><u>Improvement</u></b>	<b><u>Current Cost Estimate</u></b>
Welcome Signage	\$125,000
High Visibility Crosswalks/Restriping	\$250,000
Enhanced Median Landscaping	\$75,000
Enhanced Lighting	\$3,500,000
Improved Transit Stops	\$500,000
<b>Total</b>	<b>\$4,450,000</b>

#### *Welcome Signage Cost Estimate: \$125,000*

The Task Force found there to be an opportunity to provide local 'Welcome' signage and make the North Monroe Street interchange more aesthetically pleasing to visitors at or near the Interstate 10 interchange. Signage on a state roadway requires planning, coordination, and approval of FDOT.

### *High Visibility Crosswalks/Restriping: \$250,000*

The Task Force Final Report identified high visibility crosswalks and the restriping of pavement markings as an example of where relatively low-cost improvements can have a large impact. Restriping of roadway markings and the installation of pattern pavement crosswalks at key intersections, based on high incidences of Bicycle and Pedestrian Crashes, are included in proposed improvements.

- N. Monroe & MLK/Northwood Center
- N. Monroe & Sharer Road
- N. Monroe & John Knox Road
- N. Monroe and Lakeshore Drive

### *Enhanced Landscaping Cost Estimate: \$75,000*

The Task Force valued the ongoing efforts to encourage and support FDOT's installation of landscaping along the corridor and believes future landscaping projects would enhance the corridor. As discussed previously, Blueprint has secured an enhanced landscaping project with FDOT for medians between John Knox Road and Lakeshore Drive. Blueprint has identified \$75,000 in enhanced median landscaping above and beyond the planned FDOT project, to install and landscape a new median at the John Knox intersection.

### *Enhanced Lighting Cost Estimate: \$3,500,000*

The Task Force identified lighting enhancements as another corridor improvement. As proposed, the Blueprint project will provide the Gaines Street style along the corridor to enhance both safety and aesthetics.

### *Improved Transit Stops Cost Estimate: \$500,000*

The Task Force recommended upgrading bus stops along the Gateway corridor. Of the 18 StarMetro Stops along the Gateway project corridor, 12 have no seating, and 3 have only benches. As such, \$500,000 is estimated and included to upgrade the stops on the corridor, including exploring further enhancing shelters with unique designs and public art at community attractions and locations with high ridership along the corridor.

In summary, as detailed in the analysis of all prior sections, the current Blueprint project is being delivered with the next 5 years and with substantial leveraging of State dollars. The next section identifies opportunities for further improvements north of I-10, with preliminary analyses, should the IA Board seek to extend the project area via the substantial amendment process.

## **EXPANDING THE NORTH MONROE GATEWAY PROJECT**

The North Monroe Gateway project goal is to improve North Monroe from 7<sup>th</sup> Avenue to I-10. To date, all improvements planned by FDOT and proposed for funding by Blueprint are consistent with the Blueprint project description as included in the Interlocal Agreement. The North Monroe Gateway project improvements are intended to create an attractive entryway from travelers utilizing the North Monroe/I-10 Interchange, the most heavily utilized interchange in Leon County. As directed by the IA Board at the August 24, 20223 meeting, options are provided below for expanding the project scope. The



potential improvements, described below, would develop an attractive entryway into the Tallahassee-Leon County community for travelers utilizing US Highway 27 (N. Monroe Street). The Citizens' Report provided recommendations for infrastructure improvements north of I-10 to the intersection with Fred George Road, which coincides with the location of the Tallahassee-Leon County Planning Department's 2013 Lake Jackson Town Center "Sense of Place" Initiative. The Citizens' Report recommended improvements, described below, have an estimated cost of \$15 million, should the project be expanded from I-10 north to Fred George Road by the IA Board.

- Enhanced Median Landscaping – Interstate 10 to Fred George Road: Median enhancements consistent with those currently under construction from John Knox to Lakeshore Drive could be extended north of I-10 to Fred George Road. The estimated cost of enhanced medians for the 1.7-mile distance is \$2.5 million.
- Completing Sidewalk Gaps– Interstate 10 to Fred George Road: The Citizen's Report identified approximately two miles of sidewalk gaps along North Monroe corridor between I-10 and Fred George Road. These gaps create a significant barrier to pedestrian connectivity for the over 1,000 residential units, seven hotel properties, 30 office properties, two preschools, a state park, and numerous retail properties, between I-10 and Fred George Road, who directly access the North Monroe corridor.

Using the most recent total project cost estimates for FDOT's sidewalk project from John Knox Road to Lakeshore Drive, the estimated total cost is \$12.5 million for 2 miles of sidewalk. Further analysis would be required to determine feasibility and costs.

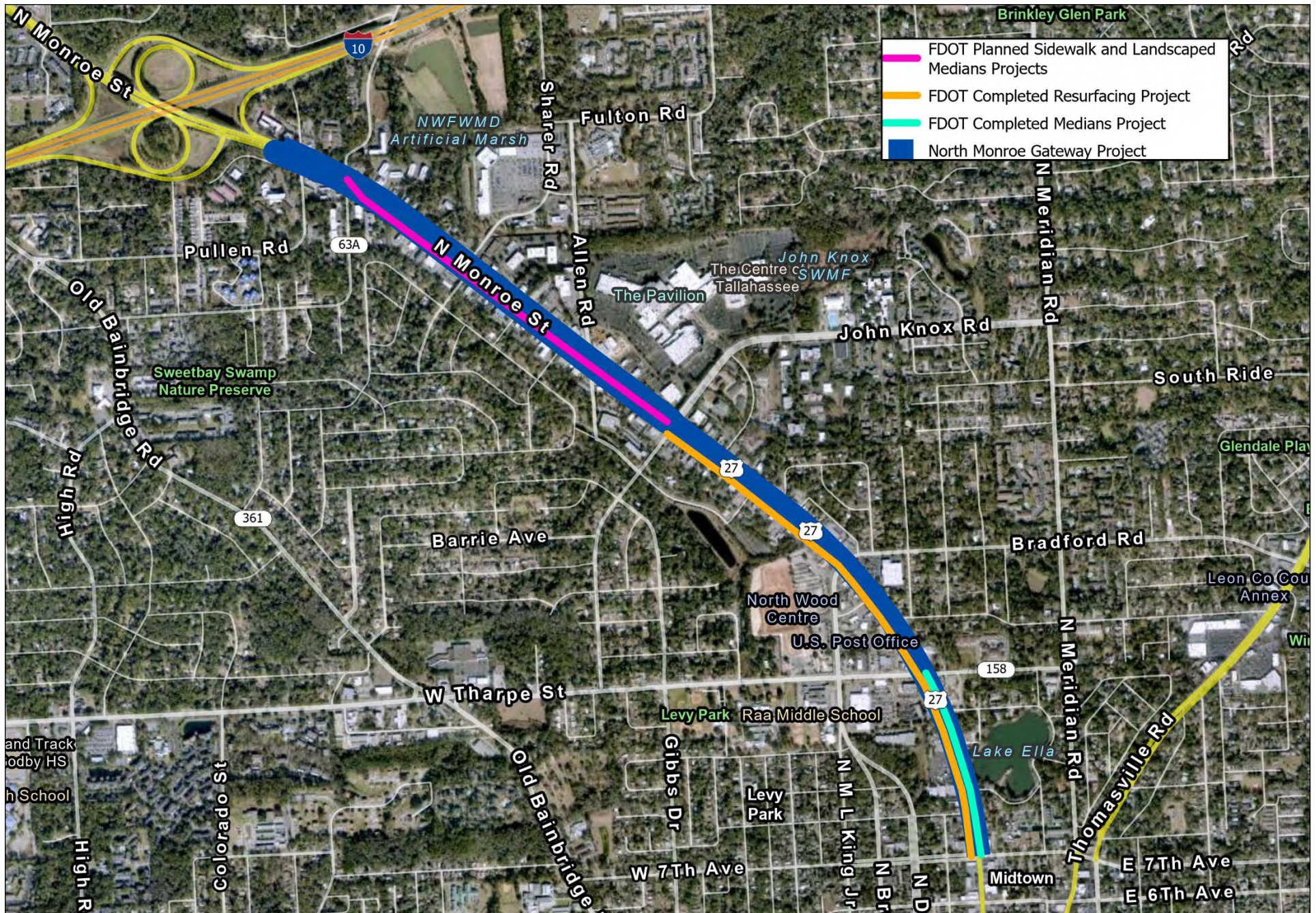
Expanding project limits north of I-10 to this intersection would require the IA Board to initiate the substantial amendment process, described below, as well as provide direction regarding funding levels for the expanded project and timing of funding. Currently, no uncommitted funding exists in the Blueprint Infrastructure capital budget until FY 2039. IA Board direction would be required to direct funding from other projects to the North Monroe Gateway project to support the expansion of the project prior to that date. Limited bonding capacity is available for the Blueprint program beyond the current planned financing.

## **PROCESS TO AMEND THE PROJECT**

Should the IA Board desire to expand the North Monroe Gateway project beyond the scope of improvements or area outlined in the Second Amended and Restated Interlocal Agreement (i.e., north of Interstate 10), a substantial amendment would be required. Pursuant to Part V, Section 10, of Blueprint's Interlocal Agreement, any addition, deletion, or amendment to a substantial degree of any Blueprint project in Exhibit I or II of the Interlocal Agreement requires the IA Board to hold two public hearings and consider recommendations of the Citizen Advisory Committee (CAC), Technical Coordinating Committee (TCC), and Intergovernmental Management Committee (IMC) before a super-majority vote of both the IA Board members who are County Commissioners, and the IA Board members who are City Commissioners.

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FIGURE 1. Map of North Monroe Corridor with Planned and Completed Improvements



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# NORTH MONROE CORRIDOR

A CAPITAL GATEWAY



# NORTH MONROE CHARRETTE

FINAL REPORT  
FEBRUARY 20, 2024



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# NORTH MONROE CORRIDOR

## A CAPITAL GATEWAY

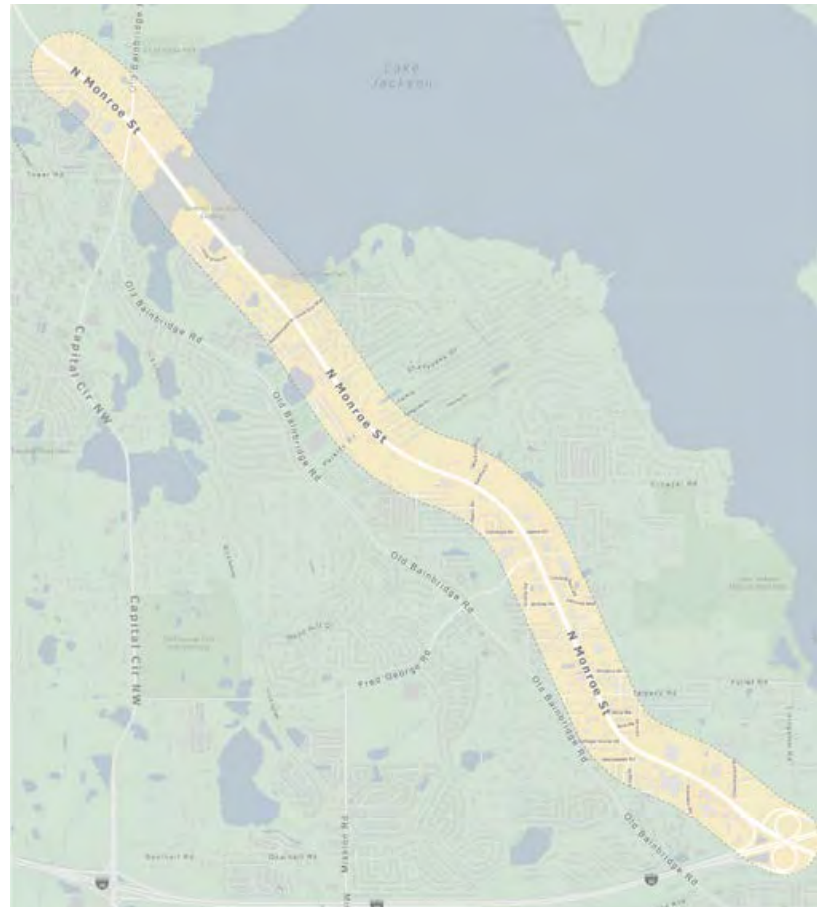
## OVERVIEW

The North Monroe Charrette was identified as a Leon County Strategic Initiative in 2023. The initiative was to host an intensive, multi-day design charrette to work with the community to identify and evaluate a variety of land use/planning strategies and other proposals for the continued improvement of the North Monroe Corridor area.

In this document, you will find an overview of the design charrette that was led by the Tallahassee-Leon County Planning Department with engagement from many members of the community. Events primarily took place on-site at various locations throughout the corridor, with additional information and data collection located on the [North Monroe Corridor Charrette Website](#). Findings of these efforts, including the feedback from community members that live or work along the corridor, are included with recommendations for continued improvement.



## NORTH MONROE CORRIDOR STUDY AREA





# STRATEGIC INITIATIVES

QUALITY OF LIFE  
THE NORTH MONROE CORRIDOR

*FY 2022-2026*  
*Leon County Strategic Plan*

- 
- Q5. 2022-30      *Implement the recommendations of the **Citizen’s North Monroe Street Task Force** to reduce crime and improve conditions along the North Monroe Corridor. Completed 2021*
- Q5. 2023-10      *Building on the Citizens North Monroe Task Force Final Report, host an intensive, multi-day **design charrette** to work with the community to identify and evaluate a variety of land use/planning strategies and other proposals for the continued improvement of the North Monroe Corridor area.*
- Q5. 2023-14      *Develop an **interactive community web-based tool** that documents planned improvements, tracks investments, and identifies enhancement strategies for the North Monroe Corridor area.*





# THE CHARRETTE PROCESS

OCTOBER 2-6, 2023

The North Monroe Charrette took place the week of October 2nd 2023, with eight community events scheduled over five days. The Charrette also included a [project website](#) with an online survey. This resulted in broad stakeholder participation, capturing both in-person and virtual feedback. The benefit of the in-person community events is that they facilitated face-to-face interaction with stakeholders who live, work, and frequent the schools and businesses of North Monroe St. The results of these efforts include targeted feedback from stakeholders on opportunities for improvement.

## CHARRETTE AT A GLANCE

*Learn. Visualize.  
Reflect. Share.*

- July 5 Website Launch
- July 5 Online Survey Published
- Oct 2 Community Kick-Off Meeting
- Oct 3 Pop-Up at Canopy Oaks park
- Oct 3 Pop-Up at Parwez Alam Park
- Oct 3 Pop-Up at Lake Jackson Branch Library
- Oct 3 Public Open House
- Oct 4 Community BBQ
- Oct 5 Virtual Open House
- Oct 5 Final Community Open House

# GETTING THE WORD OUT.

The Planning Department partnered with Leon County's Community and Media Relations Office to develop strategic communications for reaching stakeholders in the North Monroe Corridor Study Area and the surrounding neighborhoods.

## PROJECT WEBSITE



## VARIABLE MESSAGE BOARDS



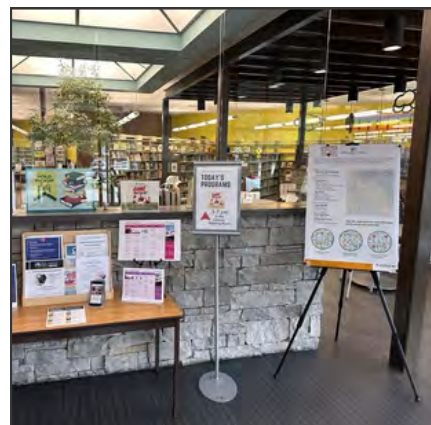
## SOCIAL MEDIA POSTS



## FLYERS AT VARIOUS LOCATIONS



## EVENT SIGNAGE



## EMAILS & "NEXTDOOR" APP MESSAGES



### COMMUNITY KICK-OFF MEETING

OCTOBER 2ND



### POP-UP AT LAKE JACKSON BRANCH LIBRARY

OCTOBER 3RD



### POP-UP AT PARWEZ ALAM PARK

OCTOBER 3RD



### PUBLIC OPEN HOUSE AT THE PLANNING DEPARTMENT

OCTOBER 3RD



### COMMUNITY BBQ AT J LEE VAUSE PARK

OCTOBER 4TH



### FINAL OPEN HOUSE AT LAKE JACKSON COMMUNITY CENTER

OCTOBER 5TH





# NORTH MONROE CORRIDOR

A CAPITAL GATEWAY

## CHARRETTE GUIDE

### LEARN

Engage with staff and visit the North Monroe Corridor maps to learn more about the land use, zoning, transportation, and ongoing investment that shapes the area today.



### VISUALIZE

Participate in the hands-on mapping exercise to help envision what you'd like to see on the corridor now and into the future.

### REFLECT

Provide your input on what has worked and what you'd like to see more of on the corridor by submitting your comments and completing the survey.



### SHARE

Tell your neighbors and fellow community members about the Charrette! Encourage participation in the online survey and to join the Charrette events.

# LEARN.

At each community event, staff engaged with participants and shared information about context maps and ongoing project efforts in the North Monroe Corridor area. Information on these projects was also posted on the [North Monroe Corridor Enhancement Plan Webpage](#).

## MAJOR DEVELOPMENTS MAP DISCUSSION

COMMUNITY BBQ OCT 4TH



## ZONING MAP DISCUSSIONS

KICK-OFF MEETING OCT 3RD



## TRANSPORTATION MAP DISCUSSION

OPEN HOUSE OCT 4TH



## STAKEHOLDER FEEDBACK AND SURVEY RESPONSE DISCUSSION

KICK-OFF MEETING OCT 3RD



# VISUALIZE.

The Charrette attendees were invited to participate in a hands-on mapping exercises led by DesignWorks staff, a division of PLACE specializing in urban design solutions, at each of the community events. This engagement allowed community members to record their specific areas of interest and concern along the corridor at the time of the meeting.

The results of the mapping exercise identified Beautification as the primary

focus for improvements. Specifically, community feedback called for improvements to roadway and building maintenance, landscaping enhancements, and the modernization of commercial buildings along the corridor. Additional feedback identified the need for increased pedestrian safety, additional public park spaces, increased mobility options, and the desire to accommodate growth while preserving existing character.



# REFLECT.



# 520

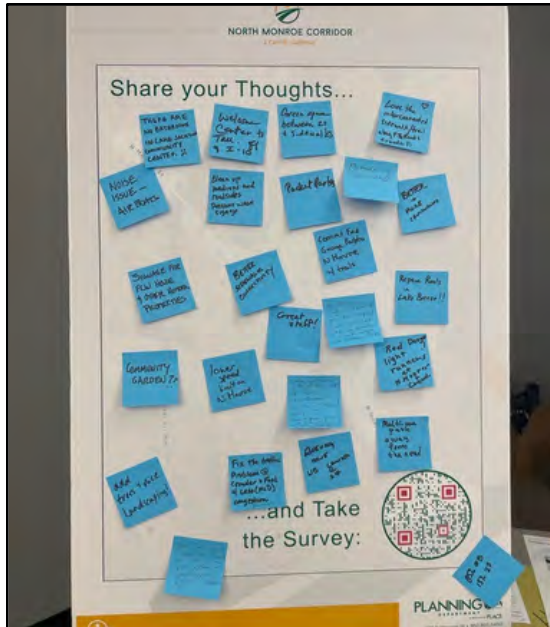
## SURVEY RESPONSES

The online survey to collect community input on the North Monroe Corridor was open from July 5, 2023 to October 14, 2023. Initial results of the survey were shared as an infographic at the charrette community events. Additional survey responses were collected both in-person and online for a total of 520 responses.

# 'SHARE YOUR THOUGHTS' BOARDS

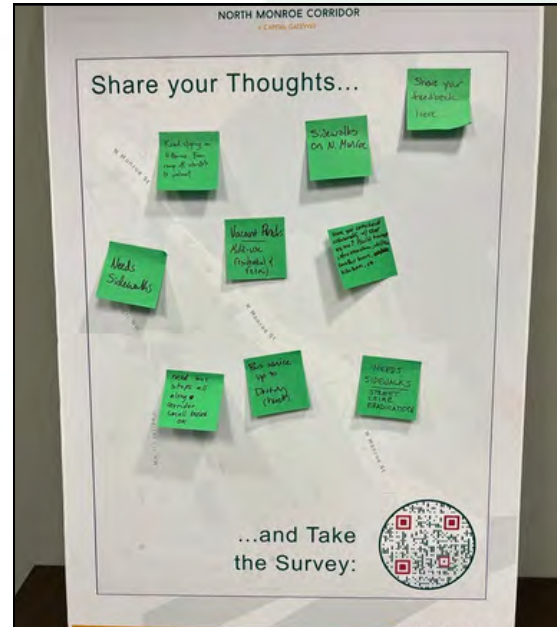
## KICK-OFF MEETING

OCTOBER 2ND



## OPEN HOUSE

OCTOBER 3RD



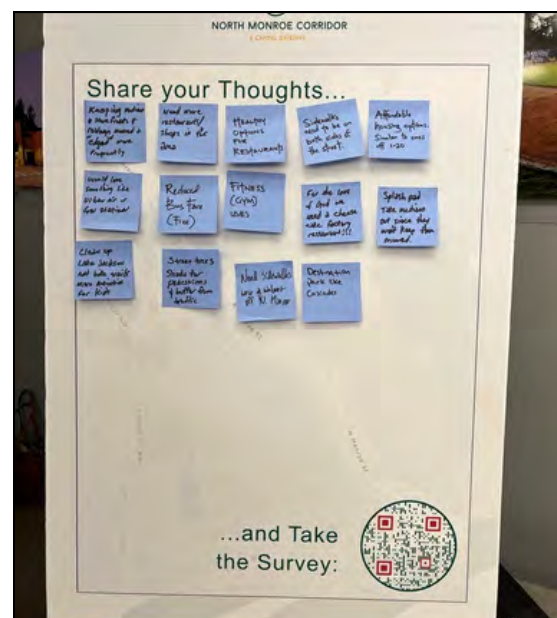
## COMMUNITY BBQ

OCTOBER 3RD



## FINAL OPEN HOUSE

OCTOBER 5TH





# REFLECT.



# 5

## STAKEHOLDER INTERVIEWS

The Planning Department identified 5 key stakeholders to interview as part of the North Monroe Corridor Charrette in order to obtain detailed, first-hand accounts from those who have a vested interest in the area. The selection of stakeholders was determined based on the need to have varied viewpoints and included the following:

- North Monroe Residents (2)
- Business Owner in Huntington Plaza
- Leon County School Administrator Working in the Corridor Area
- North Monroe Task Force Member



North Monroe Street in 1948 Floridamemory.com

## CONTEXT & HISTORY

The development of North Monroe Street has coincided with patterns of growth in Leon County over the past 50 years. Prior to the construction of I-10 in 1974, Monroe Street north of the Centre at Tallahassee ("Tallahassee Mall") functioned as an arterial roadway, providing access to single-family subdivisions with associated low-density residential zoning, in addition to agricultural land uses.

Over time, an increasing number of commercial uses were developed along North Monroe Street. These included retail stores, large-acre shopping centers and malls, grocery stores, restaurants, financial institutions, offices, hotels, and gas stations and convenience stores.

As a result, North Monroe Street was adapted to serve the market demand for interchange-oriented businesses meeting the needs of travelers through North Monroe and Interstate-10, in addition to those who live and work in the North Monroe area. The growth of the corridor steadily continued until the 1990s when almost all of the property was developed for commercial uses.

Today, the North Monroe Corridor serves as an important gateway into Tallahassee and acts as a regional transportation connector between the city center and the more suburban areas of northwest Leon County.

# PREVIOUS PLANS

An overview of existing plans and resulting projects is included in the "Citizens' North Monroe Task Force 2021 Final Report - Findings & Opportunity"

## HUNTINGTON SENSE OF PLACE PLAN

2013



## NORTH MONROE CORRIDOR ACTION & MANAGEMENT PLAN

2016



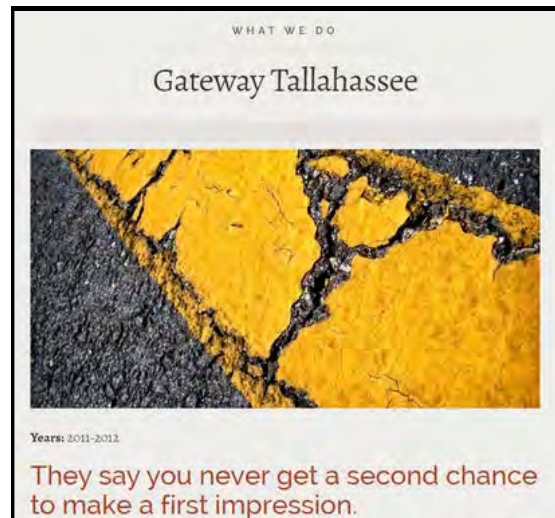
## MONROE STREET ACCESS MANAGEMENT & LAKE ELLA IMPLEMENTATION STUDY

CRTPA 2012



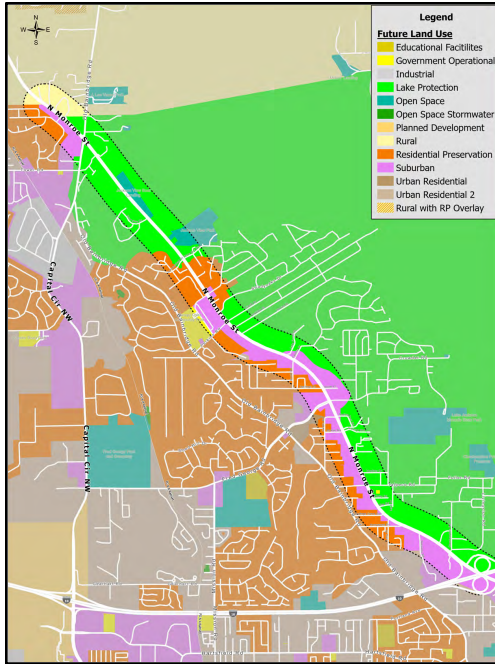
## GATEWAY TALLAHASSEE

KCCI 2011-2012

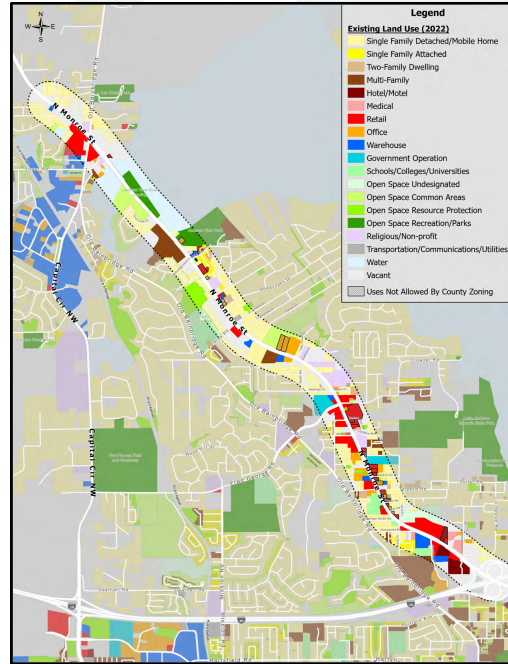


# CONTEXT MAPS

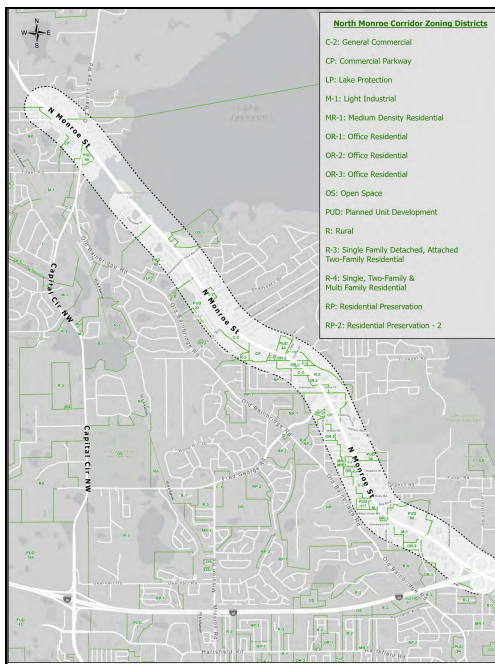
## FUTURE LAND USE MAP



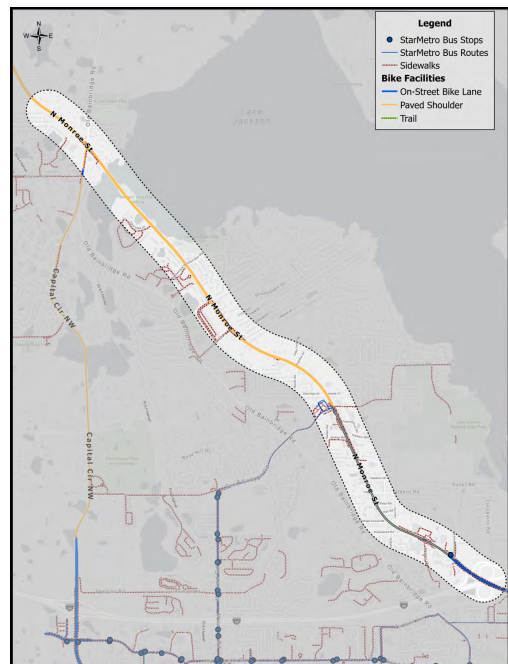
## EXISTING LAND USE MAP



## ZONING MAP

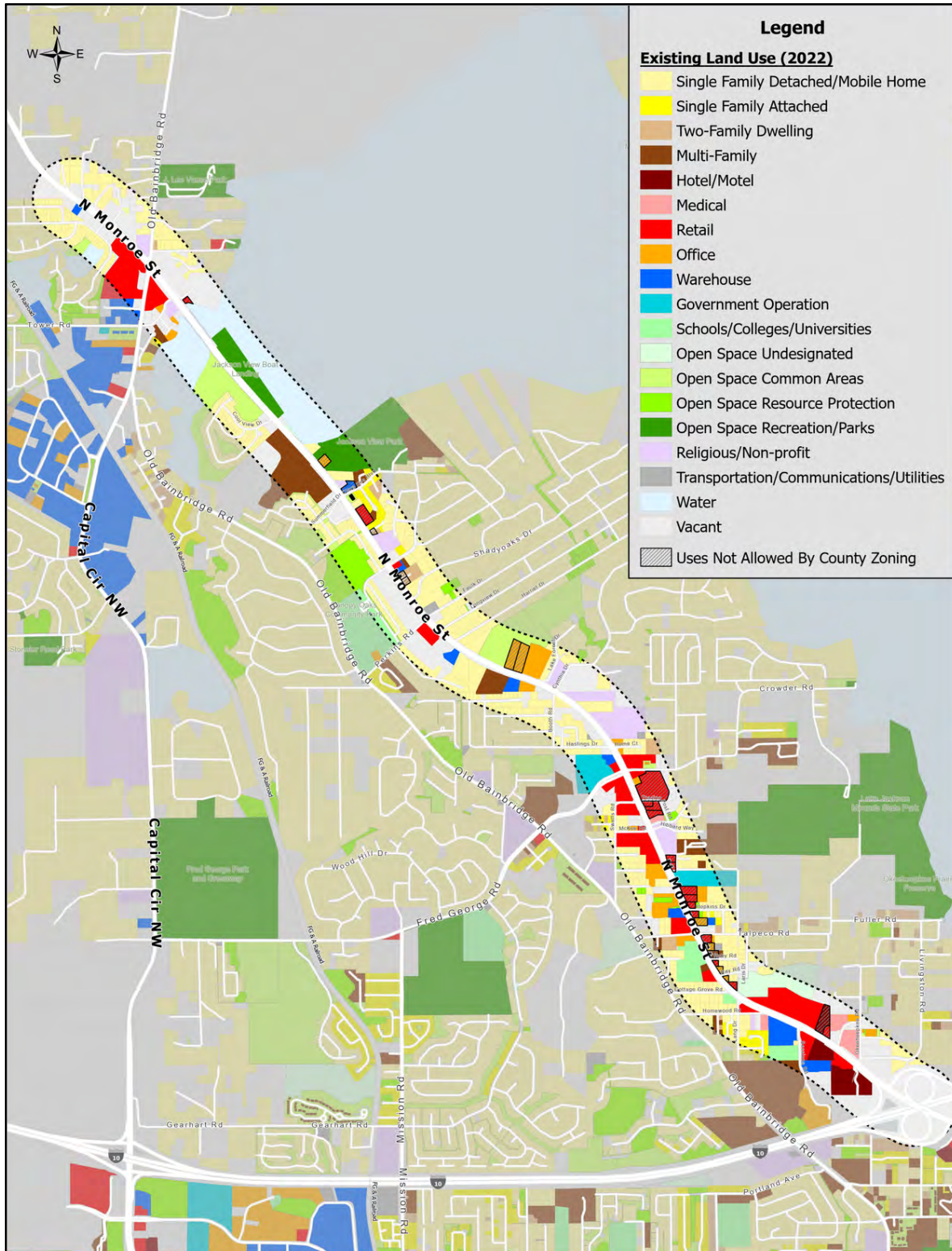


## TRANSPORTATION MAP

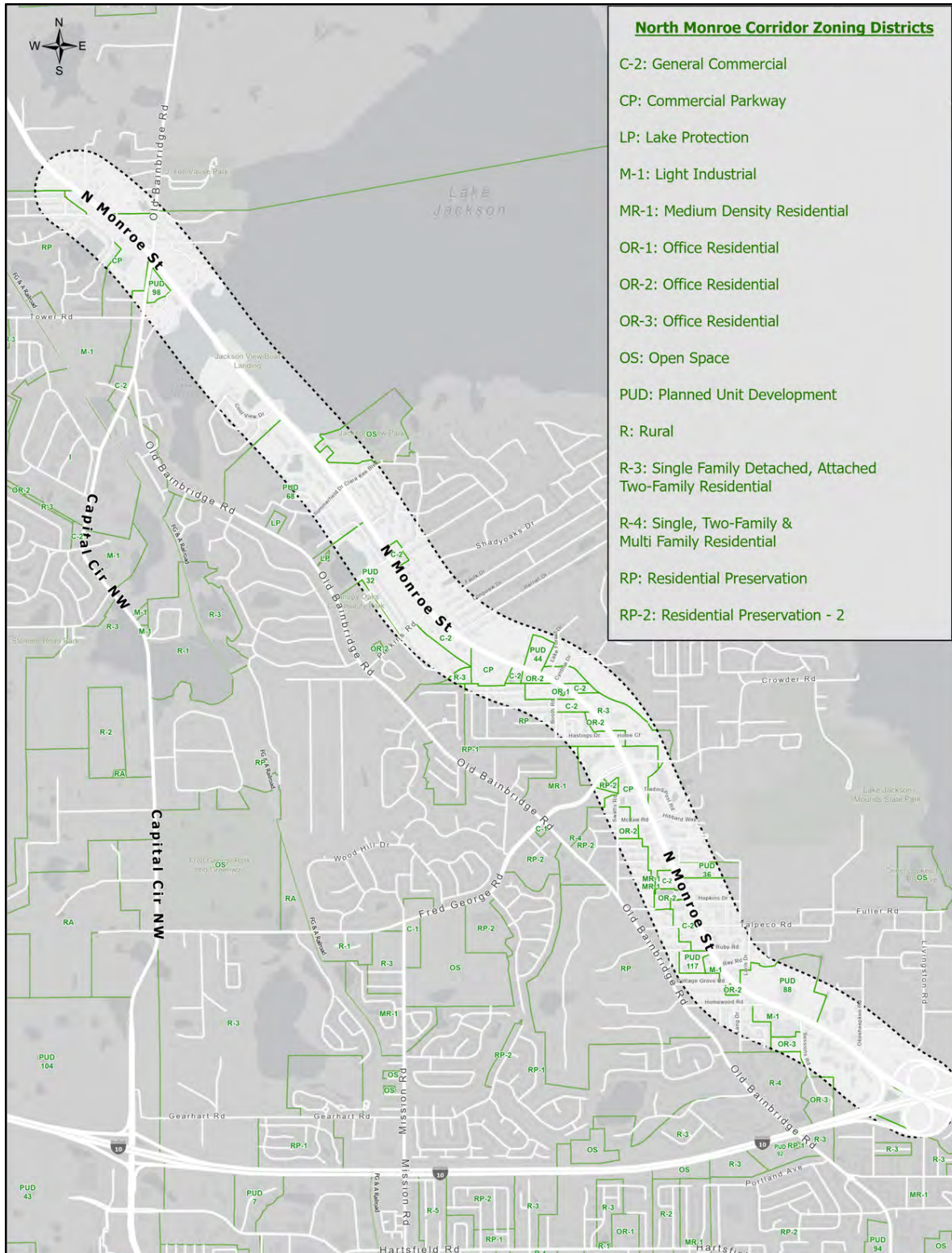




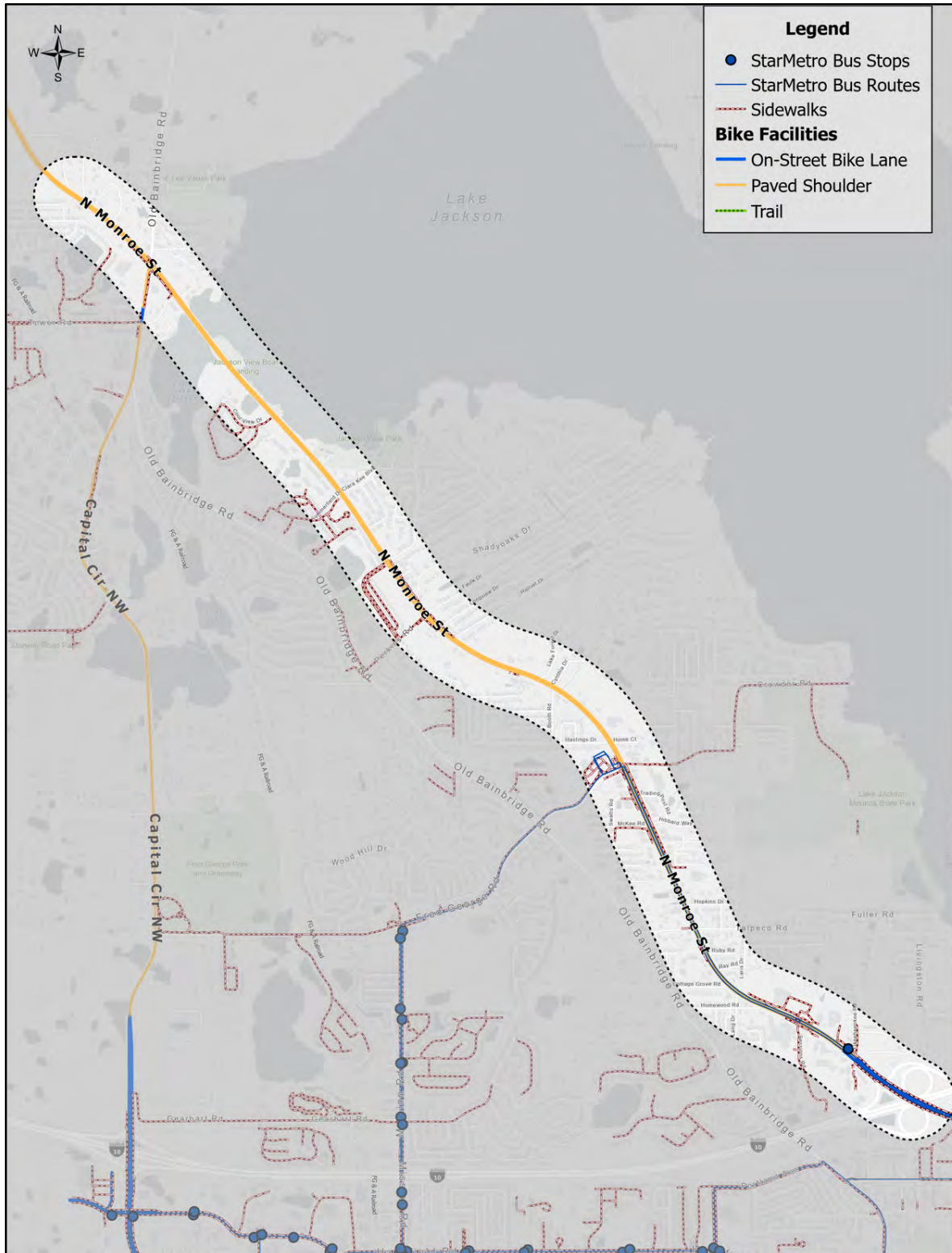
# EXISTING LAND USE MAP



# ZONING MAP



# TRANSPORTATION MAP







# PUBLIC FEEDBACK

## NORTH MONROE CHARRETTE

Public feedback was received in multiple formats throughout the Charrette process, both online and in-person. What we heard during the public engagement was that stakeholders are focused on four areas of improvement: beautification, strengthening mobility, promoting quality development, and building upon existing natural amenities. The following section summarizes this feedback and evaluates how land planning plays a role in these focus areas.

### FEEDBACK METHODS

## *Community Engagement.*

Online	Online Survey June - Oct 2023
In-Person	Paper Copy Survey
In-Person	'Share Your Thoughts' Boards
In-Person	Stakeholder Interviews
In-Person	Mapping Exercises
Online	Email Responses



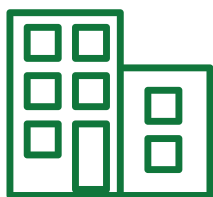
### BEAUTIFICATION

Charrette participants and survey respondents identified corridor enhancements, such as maintenance and landscaping, as top priorities for improving North Monroe. They also identified the need to modernize buildings, signage, and landscaping.



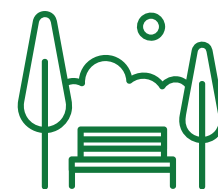
### MOBILITY

Mobility was a recurring theme throughout the charrette, as participants emphasized the need for additional sidewalks, trails, and transit options. They also recommended improving the safety and connectivity of existing sidewalk networks.



### DEVELOPMENT

Participants noted a decline in the appearance of commercial buildings along the corridor, and sought redevelopment of these buildings for the long-term viability of the area. Some participants cited constraints that should be addressed in the existing Lake Protection land use standards as obstacles to redevelopment.



### NATURAL AMENITY

Natural amenities on the corridor, such as mature growth oak trees, were identified as assets to the community; however, participants were also looking for ways to expand natural beauty through additional park space and enhanced landscaping.

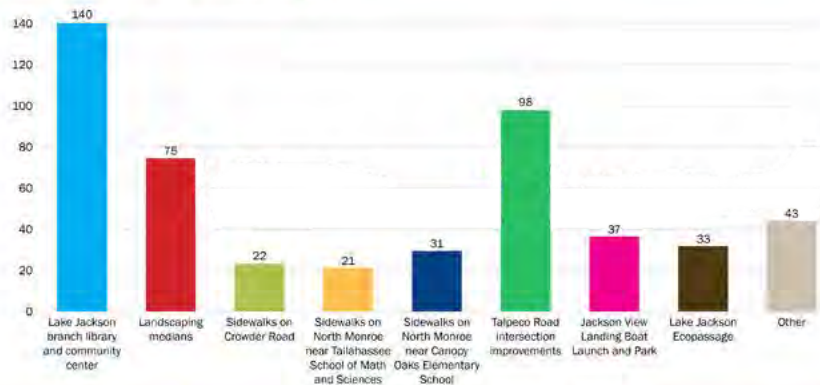
# SURVEY RESPONSES

Survey responses were collected online through the North Monroe Charrette project website beginning July 5, 2023. Additional survey responses were collected in hard-copy at the community events. A total of 520 responses were received. Results of the survey were published on the Charrette website and are summarized below.

## PART 1: LOOKING BACK

### Question 1

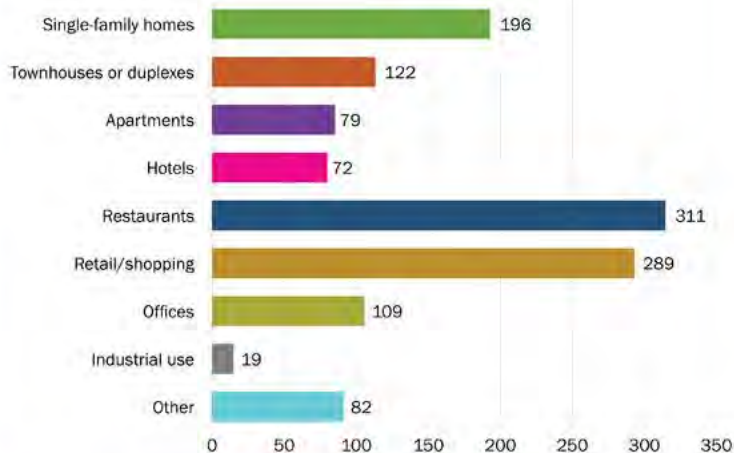
What previous improvement has had the biggest impact on enhancing the North Monroe Corridor north of Interstate-10?



## PART 2: LOOKING FORWARD

### Question 2

**Land Use:** As private development or redevelopment occurs on North Monroe, what type of land use(s) would you like to see more of north of Interstate-10?



### Question 3

**Vehicular Transportation:** Are there any transportation enhancements you would recommend to improve conditions for people driving on North Monroe Street north of Interstate-10?



# SURVEY RESPONSES CONT...

**Question 4**  
**Pedestrian Transportation:** Are there any transportation enhancements you would recommend to improve conditions for people walking or using mobility devices on North Monroe Street north of Interstate-10?

**345**  
Responses

**Question 5**  
**Bicycle Transportation:** Are there any transportation enhancements you would recommend to improve conditions for people riding bicycles on North Monroe Street north of Interstate-10?

**310**  
Responses

**Latest Responses**  
 "Not safe on the roadway"  
 "Clearly marked bicycle lanes"  
 "Always more bike lanes"  
 "Bike Lanes with protected area for cyclists"  
 "Need more bicycle infrastructure, it's nearly non-existent"  
 "Multi-modal trails"

## PART 3: ONE BIG IDEA

**Question 6**  
If you could do any one thing on North Monroe Street north of Interstate-10 to improve the area, what would it be?

**449**  
Responses

19%	38%	24%	17%	3%
Safety	Investment	Transportation	Land Use	Other

## STAFF COLLECTS SURVEYS FROM PARTICIPANTS AT THE COMMUNITY BBQ



LEONCOUNTYFL.GOV/NORTHMONROE

# 'SHARE YOUR THOUGHTS...'



## DISCUSSION BOARDS

Stakeholder feedback took many forms, including the collection of input directly relating to the corridor on the 'Share Your Thoughts' Discussion Boards. This allowed participants who were less likely to engage in mapping or the survey, an opportunity to provide open-ended feedback and to have their voices heard. Examples of the feedback received falls within the four categories of improvement.

# 'SHARE YOUR THOUGHTS...'



## BEAUTIFICATION

- ENHANCE LANDSCAPING
- SHADE TREES ON SIDEWALKS
- SHADED BUS STOPS
- MORE FREQUENT MOWING AND EDGING OF MEDIANS AND PUBLIC RIGHT-OF-WAY ON N MONROE ST.
- PRESSURE WASH SIGNAGE
- BETTER MAINTENANCE OF STOREFRONTS
- REFRESH ROAD STRIPING
- SIGNAGE AT HISTORIC BUILDINGS AND LANDMARKS



## MOBILITY

- IMPROVE SIDEWALK CONNECTIVITY
- PLAN FOR SIDEWALKS ON BOTH SIDES OF ROADWAYS
- ADD BIKE LANES ON N MONROE ST.
- ADD A MULTIUSE PATH PARALLEL TO N MONROE ST.
- ADD BUS SERVICE AND BUS STOPS FURTHER NORTH ON N MONROE ST.
- ADDRESS TRAFFIC CONGESTION AT INTERSECTIONS
- ADD STREET TREES TO CREATE A SAFETY BUFFER FOR PEDESTRIANS



## DEVELOPMENT

- REDEVELOP VACANT PARCELS
- ADDRESS BLIGHTED PROPERTIES THROUGH MAINTENANCE OR REDEVELOPMENT
- ALLOW MIXED-USE, RESIDENTIAL, AND RETAIL
- ADD RESTAURANTS AND SHOPS
- ADD AFFORDABLE HOUSING OPTIONS
- ATTRACT DESTINATION AND ENTERTAINMENT USES FOR FAMILIES



## NATURAL AMENITY

- ADD POCKET PARKS
- CREATE A COMMUNITY GARDEN
- CLEAN UP LAKE JACKSON AND REDUCE NOISE FROM AIR BOATS
- ADD TRAILS AND MEANDERING SIDEWALKS
- CREATE A DESTINATION PARK LIKE CASCADES
- ADD TENNIS AND BASKETBALL COURTS TO PARKS
- ADD A SPLASH PAD AND OTHER AMENITIES FOR KIDS
- CONTINUE LAKE JACKSON GREENWAY PROJECT

## STAKEHOLDER INTERVIEWS

The Planning Department identified 5 key stakeholders to interview as part of the North Monroe Corridor Charrette in order to obtain detailed, first-hand accounts from those who have a vested interest in the area. The range of viewpoints and experiences of the interviewed stakeholders helped to create a balanced understanding of how stakeholders view and experience the corridor.



# INTERVIEW HIGHLIGHTS

**North Monroe  
Neighborhood  
Resident**

Values **corridor character** and sees opportunities to beautify existing commercial areas and right-of-way to include branding and **sense of place** elements. Seeks additional destinations on the corridor with improvements to **pedestrian facilities**. Concerned about traffic and homelessness.

**Leon County School  
Administrator Working  
in the Corridor Area**

Appreciates the addition of **new commercial uses** along the corridor and **quality parks** and sidewalks around school areas. Looks forward to **aesthetic improvements** to dated buildings and additional sidewalks. Concerned about safety, stormwater management, and homelessness/panhandling.

**North Monroe  
Neighborhood  
Resident**

Interested in **redevelopment** with additional destination uses, improved **landscaping**, and **lot maintenance** of commercial properties. Supports additional **housing options**, including multifamily, and more sidewalks. Concerned about declining aesthetics, perceptions of crime, and school zones.

**Business Owner in  
Huntington Plaza**

Primary concern is **safety**. Looking for opportunities to increase “eyes on the street” and reduce crime and transient presence at business entrances. Values quality park spaces, **sidewalks and landscaping**. Would like to see fewer auto-oriented uses on the corridor and more sidewalks and **community play areas** that are safe for families.

**North Monroe Task  
Force Member**

Prioritizes **infrastructure investments** to the roadway and landscaping surrounding North Monroe St. Values **mixed-use redevelopment**, housing options, and **support for homeless individuals**. Sees opportunities to re-green parking lots and support pedestrian **mobility**.





## INTERVIEW INSIGHTS

### STRENGTHS

- COMMUNITY FACILITIES: LAKE JACKSON COMMUNITY CENTER AND LIBRARY; J. LEE VAUSE PARK
- NEW RESIDENTIAL DEVELOPMENT/HOUSING OPTIONS
- LARGE CANOPY TREES A DEFINING CHARACTER FEATURE

### OPPORTUNITIES

- DESTINATION OR POCKET PARKS
- BUILDING FAÇADE ENHANCEMENTS
- ENHANCED AND BETTER MAINTAINED LANDSCAPING
- ADDITIONAL BUS ROUTES AND IMPROVED BUS STOPS
- ENHANCED CROSSWALKS
- MORE RESTAURANTS AND RETAIL
- INCREASE BIKE/PED SAFETY AND CONNECTIVITY

### WEAKNESSES

- VACANT AND DILAPIDATED COMMERCIAL PROPERTIES
- LACK OF AMENITIES FOR KIDS
- AUTO-ORIENTED DEVELOPMENT PATTERN
- INCOMPLETE SIDEWALK NETWORK

### THREATS

- LAND DEVELOPMENT REGULATIONS THAT RESTRICT REDEVELOPMENT
- UNHOUSED AND TRANSIENT POPULATION

## CHARRETTE MAPPING EXERCISE

The multi-day Charrette included several opportunities for stakeholders to engage with DesignWorks staff to help visualize areas of significance and opportunities for improvement along the corridor through interactive mapping exercises. The results included insights on how to improve North Monroe St. from those individuals who live, shop, and travel on the corridor.



# VISUALIZING THE CORRIDOR

Throughout the Charrette, the Planning Department's DesignWorks team worked with stakeholders to visualize priority areas on the North Monroe corridor and identify areas of improvement. The results were insightful, and allowed our planning teams to better understand conditions and opportunities from the viewpoint of community members living, working, and frequenting business along the corridor.

## COMMON THEMES



BEAUTIFICATION OF THE CORRIDOR: INCREASED ROADWAY AND RIGHT-OF-WAY MAINTENANCE, ENHANCED LANDSCAPING, MODERNIZED COMMERCIAL FACADES AND SIGNAGE, REDUCED VISUAL CLUTTER ALONG ROADWAYS



IMPROVE PEDESTRIAN CONNECTIONS WITH ADDITIONAL SAFETY FEATURES AND PROTECTIONS FROM VEHICLE TRAFFIC



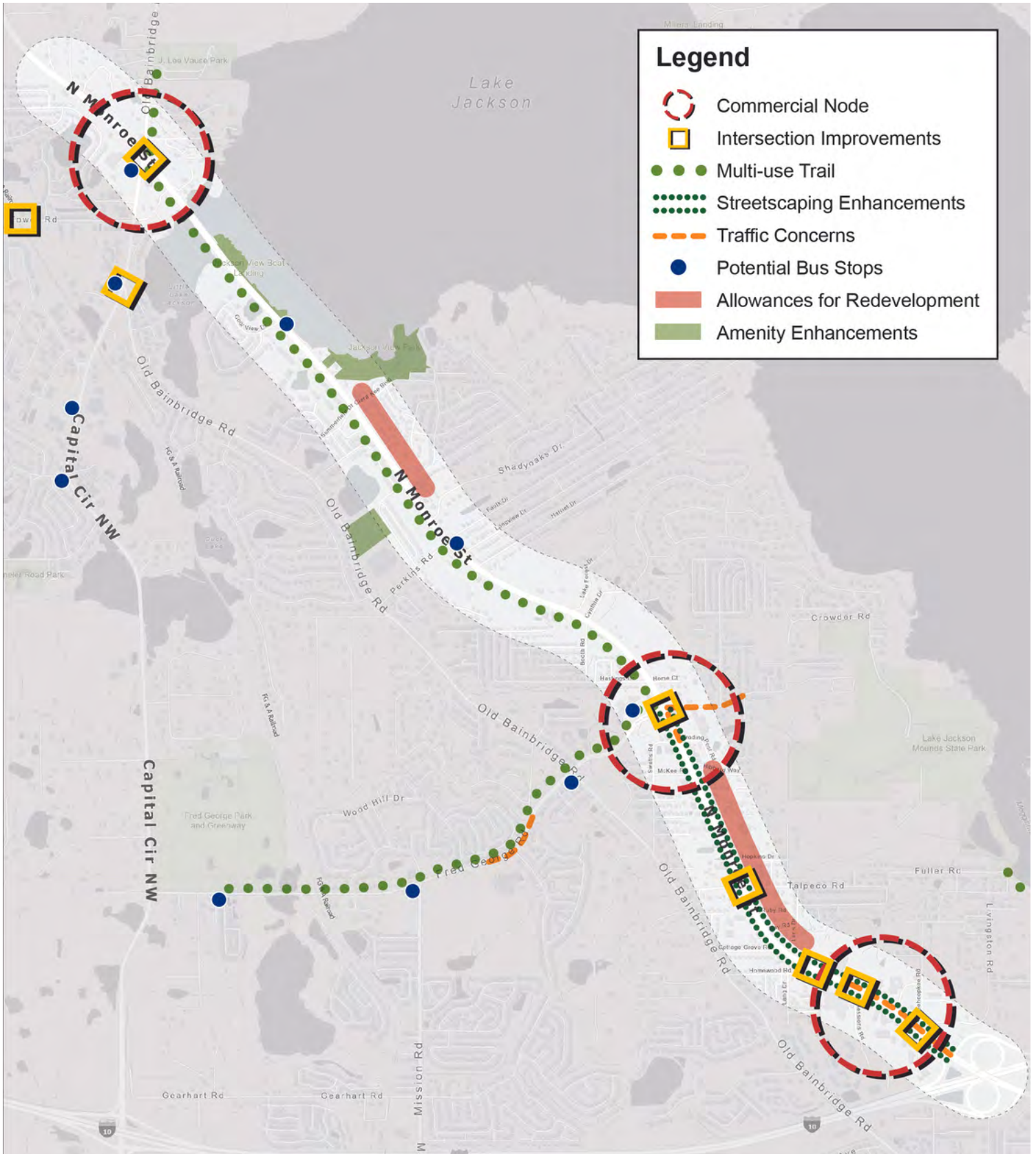
INCREASE ACCESSIBILITY TO PUBLIC AND NATURAL AMENITIES THAT THE AREA HAS TO OFFER, INCLUDING PARKS AND GREENWAYS



EXPAND MOBILITY OPTIONS TO INCLUDE MULTI-USE TRAILS AND PUBLIC TRANSIT OPTIONS



ACCOMMODATE GROWTH AND REDEVELOPMENT WHILE PRESERVING CHARACTER



# WHAT STAKEHOLDERS WANT TO SEE MORE OF ON THE CORRIDOR

Consistent feedback from Charrette participants called for improvements to the aesthetics, mobility options, development opportunities, and natural amenities that enhance the existing corridor character and quality of life. Signs of progress are already visible and can be supported by future planning and projects.



LANDSCAPING AND SHADE  
TREES IN PARKING AREAS



DEFINED PEDESTRIAN-  
FRIENDLY CROSSINGS  
AND SIDEWALKS ON  
NORTH MONROE ST.



NEW COMMERCIAL  
DEVELOPMENT AND  
SHOPPING OPPORTUNITIES



CONTINUED INVESTMENT  
IN PUBLIC PARK SPACES,  
AND ADDITIONAL TRAILS  
AND SHADE TREES



# NEXT STEPS

## NORTH MONROE CHARRETTE

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The North Monroe Charrette provided meaningful feedback from community stakeholders that donated their time and experience to guide future planning of the North Monroe Street Corridor. Since the Charrette, this feedback has been studied for opportunities to improve the corridor in ways that reflect community needs and values. The following analyses and recommendations are presented to assist elected officials in determining the path forward for investing in and shaping future growth along North Monroe.

### *Corridor Improvements*

- Land Use Analysis
- Beautification Opportunities
- Mobility Considerations
- Development Trends
- Implementation Recommendations

# LAND USE MATTERS

In order to address stakeholder feedback regarding commercial property maintenance, building façade improvements, and redevelopment, a review of current land use policies and land development codes affecting the corridor were evaluated.

## Future Land Use

The west side of North Monroe St. is primarily designated as **Suburban on the Future Land Use Map** of the Tallahassee-Leon County Comprehensive Plan. The Suburban Land Use category is intended to create an environment for economic investment or reinvestment through mutually advantageous placement of employment and shopping opportunities with convenient access to low- to medium-density residential uses. This development pattern allows residential development to include single- and multi-family housing types, up to 20 dwelling units per acre, as well as mixed-use retail, commercial, and office uses.

Properties on the west side of North Monroe St. can operate, improve, or redevelop as needed and maintain consistency with the Future Land Use policy.

The east side of North Monroe St. is primarily designated as **Lake Protection on the Future Land Use Map**.

*The Lake Protection category is intended to ensure that development within the Lake Jackson drainage basin occurs in a sustainable and environmentally sound manner with minimal impact to water quality.*

The Lake Protection Land Use allows residential density up to one dwelling unit per two acres. A residential density bonus may be allowed of up to two dwelling units per acre within developments designed as Clustered Subdivisions.

## **Commercial and office uses are not allowed in this future land use category, except at designated nodes:**

- Highway 27 N & Sessions Rd
- Highway 27 N & Capital Circle NW/Old Bainbridge Rd
- Highway 27 N & Fred George Rd
- Bannerman Rd & Bull Headley

This means that no new commercial and office uses are allowed to develop. It also creates limitations on what changes or redevelopments that owners can do to improve and enhance the appearance of their existing commercial buildings and properties.

# LAKE PROTECTION FUTURE LAND USE IMPACTS

The **Lake Protection Future Land Use category was written and applied with the first adopted Tallahassee-Leon County Comprehensive Plan in 1990**. It primarily impacts commercial and office properties located on the east side of North Monroe St.

Although the Lake Protection Future Land Use does not allow commercial and office uses, many structures supporting these uses exist today because they were constructed and operating prior to the adoption of the Comprehensive Plan and associated Lake Protection Future Land Use category.

Upon being designated Lake Protection, these existing businesses became legally non-conforming uses. This is also true for residential properties within the Lake Protection Future Land Use that exceed one unit per two acres.

## Legally Non-Conforming

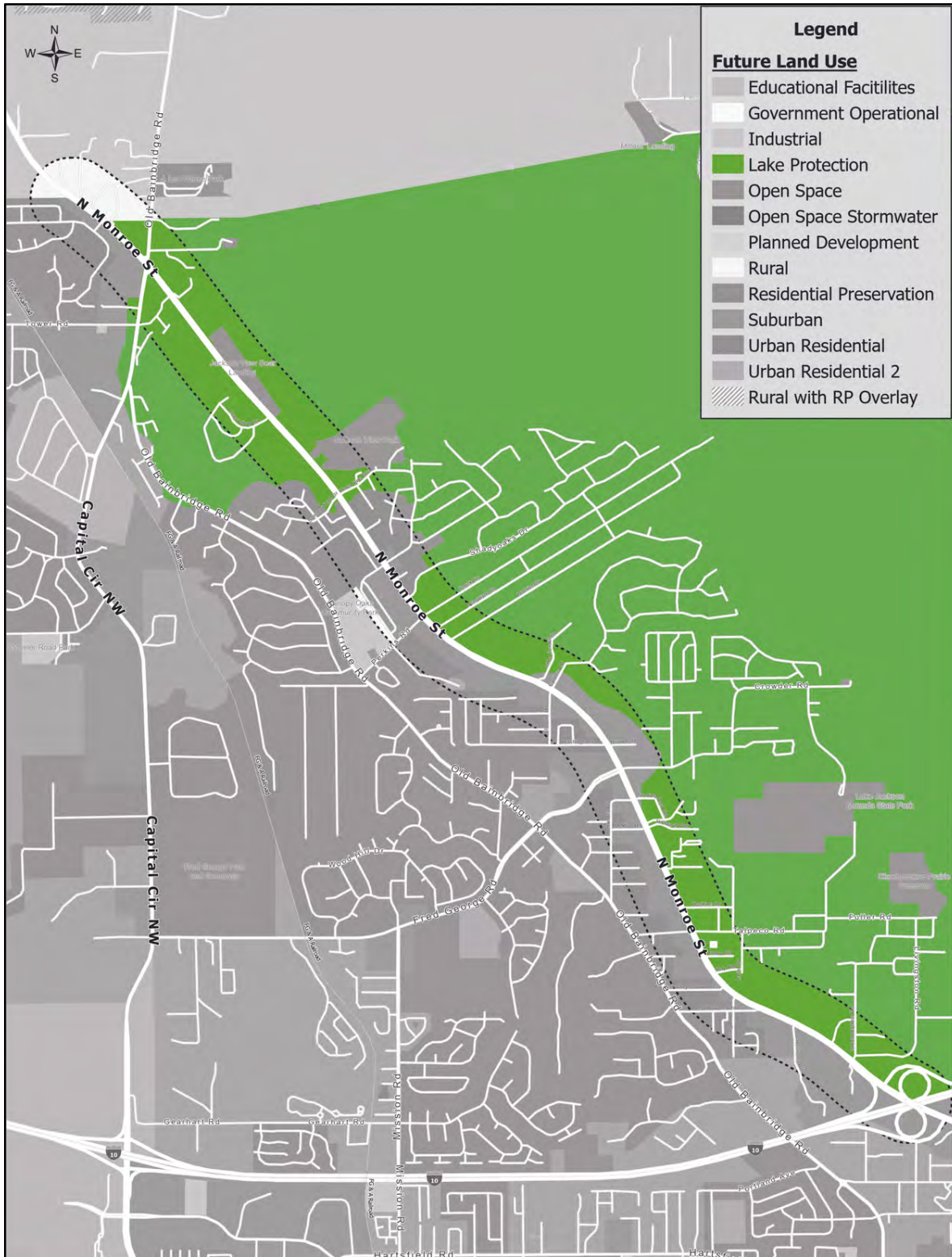
For those pre-existing properties with legally non-conforming status, the property owners may continue to operate as-is, but often have difficulty obtaining permitting for improvements to their properties. Financing can also be difficult to obtain for non-conforming properties.

The result is that these properties may decline over time until they are no longer operable. Owners may sell or redevelop the property, but only in conformance with the Future Land Use Category. The unintended consequence is that properties remain stagnant and unimproved for extended periods of time, resulting in a declining aesthetic on the corridor.

*While the Lake Protection Future Land Use Category has been an important regulatory tool to prevent degradation and improve water quality at Lake Jackson, it does create barriers to the improvement and redevelopment of commercial properties on the east side of North Monroe St.*



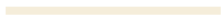
# LAKE PROTECTION LAND USE





# BEAUTIFICATION OPPORTUNITIES

## IMPROVING AESTHETICS AND HONORING SENSE OF PLACE



### Public Projects

*Aesthetic improvements to North Monroe will include investments into the public realm, such as median and landscaping updates to the public right-of-way and common areas on North Monroe St.*

### Redevelopment

*Many of the older commercial buildings and shopping centers on North Monore St. are ripe for redevelopment, which will introduce new uses and facade improvements sought after by community stakeholders. To make this happen, land use restrictions that prevent redevelopment need to be addressed.*

### Natural Amenities

*The North Monroe Corridor has a unique character, defined by mature trees and lake front views that set J. Lee Vause Park and similar recreation areas apart from others in Leon County. The addition of green spaces to future development in these areas to supplement the existing Leon County parks will help to grow the quality of life in this area.*

# MOBILITY CONSIDERATIONS

## **Complete the Sidewalk Network**

Sidewalks on North Monroe St. have been constructed in phases, leaving gaps in the network. A significant opportunity exists to develop the sidewalk network on North Monroe St. to link existing segments will improve accessibility and connectivity.

## **Expand Bus Routes and Add Bus Shelters**

Bus service is provided by the City of Tallahassee's StarMetro transportation system and currently extends as far north as Huntington Plaza. Expansion of the bus service outside the City limits requires coordination with the City of Tallahassee. The addition of bus shelters on the existing route creates opportunities to enhance user comfort and safety.

## **Add Multiuse Trails for Transportation and Recreation**

The addition of multiuse trails are complementary to the aesthetics and natural amenities of the corridor. Current plans for the Lake Jackson Greenway Project will help to realize this request from the community stakeholders.

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## **PROJECT SNAPSHOT: Blueprint IA Project**

The **Lake Jackson Greenway Project** will create a 5.1-mile multimodal connection from Lake Ella to Lake Jackson Mounds Archaeological State Park. This project will provide connectivity to neighborhoods and several existing parks through sidewalks, on-street cycle routes, and shared-use paths for bicyclists, pedestrians and other non-motorized users. The Lake Jackson Greenway Project will improve the safety and connectivity of pedestrians and cyclists.



# SIDEWALK NETWORK

There are currently **33,682 linear feet of sidewalks** in the North Monroe Corridor study area, reflecting a **25.7% coverage area** of sidewalk facilities. Existing sidewalks make up 22.1% coverage on the west side and 29.3% coverage on the east side of North Monroe St.



# DEVELOPMENT TRENDS

**Zoning and Land Use** The feedback from community stakeholders during the Charrette indicates a need for new development and aesthetic improvements to the commercial areas along North Monroe St. The first step in promoting private investment of commercial areas is to reduce the indirect impacts of the **Lake Protection Future Land Use category** on legally non-conforming uses that has negatively affected property maintenance and redevelopment.

**Private Developments** New residential development and commercial shopping areas at the north end of the study area, such as Summerfield and the Oak Valley Shopping Center, bring new life to the corridor. These, in addition to the newly constructed Lake Jackson ER, bring much needed uses and modern aesthetics to the corridor. Future considerations include ensuring a balance of investment so that land use policy doesn't concentrate private development in certain areas, such as the west side of North Monroe St., at the expense of residents and business owners on the east side.

**Public Projects** Additional sidewalks and intersection improvements are ongoing and greatly supported by the Charrette participants. Expansion of these efforts are recommended for future public investment.

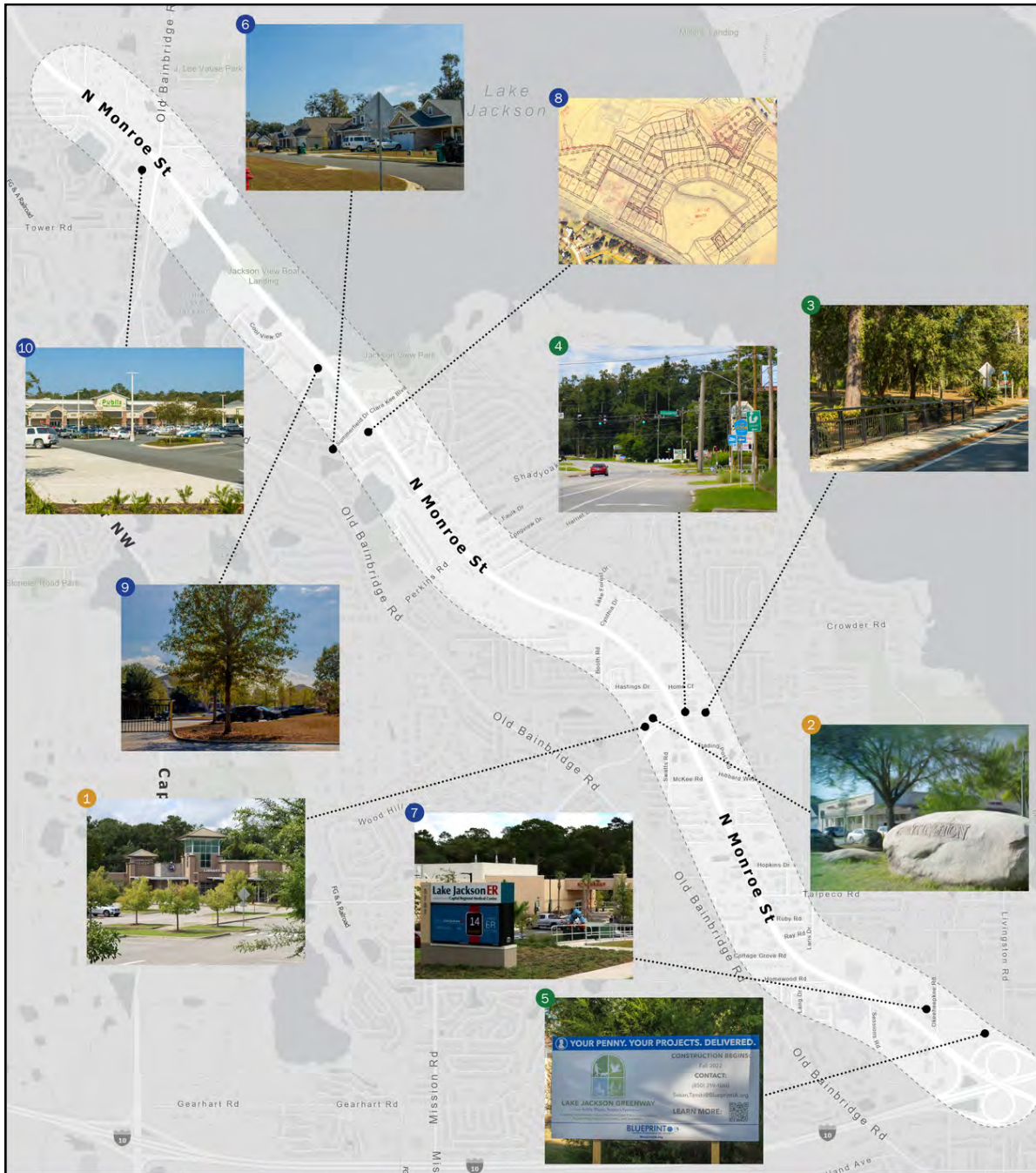
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## LAND USE AND ZONING CONSIDERATIONS

### **Vision 2025: Tallahassee-Leon County Comprehensive Plan Land Use & Mobility Update**

This active project, led by the Tallahassee-Leon County Planning Department, looks at land use policy county-wide. With the support of a consultant team, this project creates opportunities to evaluate the effectiveness of the Lake Protection Land Use Category and develop recommendations that balance the environmental protection intent of the policy, while eliminating barriers to investment.

# PUBLIC AND PRIVATE INVESTMENTS MAP



Scan QR code to view Story Map

## # PREVIOUS EFFORTS

1. Expansion of the Lake Jackson Branch Library 2012
2. Huntington Sense of Place Plan 2013

## # PUBLIC INVESTMENTS

3. Crowder Road Sidewalk
4. Intersection Improvement at Intersection of North Monroe and Crowder Road
5. Lake Jackson Greenway

## # PRIVATE INVESTMENTS

6. Summerfield Development
7. Lake Jackson ER
8. Shoppes at Summerfield
9. Arbor Landing Development
10. Oak Valley Shopping center

# NORTH MONROE CORRIDOR

## A CAPITAL GATEWAY

# IMPLEMENTATION

Implementation of the North Monroe Charrette Findings requires coordination between various governmental agencies and community partners. The following recommendations are narrow and focused to identify immediate and feasible strategies for corridor improvement among various entities.

### *Recommendations for Continued Corridor Improvement*

#### **A. Invest in Public Infrastructure**

Create a budgeted infrastructure project to expand and connect the existing sidewalk network on North Monroe St. and enhance pedestrian crossings, landscaping, and medians with the purpose of beautifying the corridor and creating safe pedestrian mobility and access to homes and businesses.

#### **B. Remove Barriers to Commercial Property Investment**

Utilize the existing Comprehensive Plan Land Use and Mobility Element Update Project to identify alternatives to the Lake Protection Future Land Use category that meet the intent of environmental conservation while allowing for redevelopment.

#### **C. Identify Opportunities to Promote the Unique Sense of Place**

Expand existing natural amenities and park options, while also recognizing significant and historic structures on the corridor.

#### **D. Enhance Transit Options**

Identify methods of providing additional bus service and bus stops on North Monroe St. that extend beyond the City limits to service additional neighborhoods and shopping areas.



For questions about this report, please contact the Tallahassee-Leon County Planning Department at (850) 891-6400; [planning@talgov.com](mailto:planning@talgov.com) or visit the North Monroe Corridor website at: <https://www.leoncountyfl.gov/northmonroe>

# ANALYSIS

## **Invest in Public Infrastructure**

The Blueprint IA Board is currently considering a substantial amendment to expand the North Monroe Gateway project to include additional areas north of Interstate-10 that overlap with the study area for the North Monroe Corridor Charrette. Providing the North Monroe Corridor Charrette Final Report to Blueprint ensures the community input gathered are incorporated into the current and future work on their North Monroe Gateway project.

*Action Item*      *Provide the North Monroe Charrette Final Report to Blueprint for consideration with the North Monroe Gateway project.*

The Capital Regional Transportation Planning Agency is currently developing the North Monroe Street Safety Implementation Plan and may apply for Safe Streets and Roads for All (SS4A) funding. The CRTPA project team is aware of the North Monroe Corridor Charrette and has indicated that the Final Report is beneficial to its efforts. With Board action on this Final Report, staff will collaborate further with CRTPA toward identifying new safety improvements and projects they can implement aligned with the findings of the Final Report.

*Action Item*      *Provide the North Monroe Charrette Final Report to the Capital Region Transportation Planning Agency to discuss potential Safe Streets and Roads for All funding options for further safety improvements on North Monroe Street.*

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## **Remove Barriers to Commercial Property Investment**

As directed by the Board and City Commission, a consultant team is currently conducting data analysis and community engagement to support updates to the Land Use and the Mobility Elements of the Tallahassee-Leon County Comprehensive Plan. Many of the comments received from the public regarding land uses, development, and redevelopment along the corridor would be topics addressed by the updates to the Land Use and Mobility Elements. Collaboration with the consultant team would communicate the community's support for land use policies that promote quality growth on the North Monroe Street Corridor.

*Action Item*      *Provide the North Monroe Corridor Charrette Final Report to the consultant for the Land Use and Mobility Element update to the County/City Comprehensive Plan.*



# ANALYSIS

## **Remove Barriers to Commercial Property Investment**

Numerous comments received during the charrette expressed a desire to see private reinvestment and redevelopment of existing shopping centers in the study area. To determine how reinvestment and redevelopment could be further encouraged or incentivized, a further evaluation is needed to compare existing conditions, current allowable development under the current land development regulations, and opportunities for future regulatory modifications that may stimulate redevelopment aligned with the findings of the Final Report. Staff is prepared to conduct this review, as detailed in "next steps," below. This evaluation would identify potential barriers or disincentives for private redevelopment (to meet finding of the Final Report) under the current land development regulations, and would identify potential solutions and updates to the land development regulations (such as increasing allowable densities and intensities, adjusting setbacks, allowing additional uses, etc.) to support private reinvestment in or redevelopment of existing shopping centers that may benefit from private reinvestment.

### *Action Item*

*Have DesignWorks division of the Planning Department conduct an analysis of at least three existing shopping centers on North Monroe Street between Interstate-10 and Capital Circle NW to compare the existing development to potential private redevelopment opportunities. This analysis would identify potential barriers to private redevelopment, opportunities to incorporate the input received from citizens through the charrette process, and potential land development code updates that may encourage private redevelopment.*

Throughout the charrette process, the project team received community input about what land uses are desired by the community along the North Monroe Corridor. This action item would be completed by having Planning staff conduct an analysis of the different zoning districts that are in place along the North Monroe Corridor between Interstate-10 and Capital Circle NW. The analysis would compare the uses permitted by these zoning districts to the uses desired by the community. This analysis could identify the need to update existing zoning districts, establish new zoning districts or zoning overlays, or support the rezoning of properties on North Monroe Street.

### *Action Item*

*Evaluate the desired uses from the community as compared to allowed uses based on zoning along the North Monroe between Interstate-10 and Capital Circle NW.*

# ANALYSIS

## **Identify Opportunities to Promote the Unique Sense of Place**

Input received during the charrettes indicated a community desire to identify opportunities to promote a sense of place along the North Monroe Corridor. Historic and archeological resources along the corridor offer opportunities to promote the sense of place. Planning staff in collaboration with the Tallahassee Trust for Historic Preservation would work to identify historic and archeological resources along the North Monroe Corridor and identify strategies to leverage them for placemaking. These strategies could include informing the owners or managers of these historic resources of the process and benefits to obtaining a local historic designation (the Historic Preservation Overlay), the process and benefits of being listed on the National Register of Historic Places, and opportunities through the Florida Department of State's Florida Historical Marker program. As historic resources are identified and marked with signage, they can be leveraged to promote and attract visitors to North Monroe Street.

### *Action Item*

*Identify historic locations along the North Monroe Corridor and evaluate options for providing interpretive signage at these locations.*

This action item builds upon the multitude of existing park amenities, such as the trails and outdoor amenities, boat landings, and ball fields at the many Leon County Parks in North Leon County that are proximate to the North Monroe Street corridor. During the charrette, events were held at Canopy Oaks Community Park, Parwez Alam Park, and J. Lee Vause Park. The area parks, boat landings, Lake Jackson Branch Library, and Lake Jackson Community Center all contribute to a high quality of life on North Monroe Street and the surrounding neighborhoods. During the charrette process, community input indicated potential additional amenities, such as community gardens, was desired. For this action item, the Office of Resource Stewardship would evaluate the existing amenities at the numerous parks in North Leon County, determine the feasibility of additional amenities, and seek grants, community partnerships, and other funding opportunities to enhance these community assets.

### *Action Item*

*Continue investment in Leon County Park amenities along and adjacent to the corridor and evaluate opportunities for additional amenities at parks in the future.*

# ANALYSIS

## **Identify Opportunities to Promote the Unique Sense of Place**

As noted previously, North Monroe Street has numerous community assets including archeological sites, community parks, boat landings, and more. Many of these assets were highlighted throughout the charrette process. There are opportunities to continue highlighting these assets, that exist near a primary gateway to Leon County, to both the broader community as well as to visitors. Leon County Community and Media Relations (CMR) and the Leon County Division of Tourism (Visit Tallahassee) can feature the natural beauty of the North Monroe Corridor, including the mature tree canopy and waterfront parks, when sharing community updates, news items, and developing marketing collateral. These amenities could also be identified on the North Monroe website at [LeonCountyfl.gov/NorthMonroe](http://LeonCountyfl.gov/NorthMonroe).

### *Action Item*

*Strategize ways to promote the Corridor's unique character and natural amenities to the broader community.*



Parwez Alam Park at Okeeheepkee Prairie Preserve

# ANALYSIS

## **Enhance Transit Options**

Transit was a major theme in the input received during the charrettes. While there are many benefits to enhancing transit, there is also a need to coordinate with transit providers including StarMetro and Big Bend Transit. Transit improvements would also come with a financial cost to Leon County. This action item establishes a benchmark for future data-driven evaluations of transit improvements along North Monroe Street. This action item would collect current ridership data from StarMetro as a means to establish a benchmark to which future conditions could be compared. As other improvements are made along North Monroe Street, including improvements to existing transit stops, the construction of sidewalks, and land use changes, ridership data would be collected from StarMetro and compared to this benchmark. If a notable increase in ridership or any significant trends are identified in the data analysis, further coordination and analysis would be conducted to evaluate the feasibility additional transit improvements on the corridor.

### *Action Item*

*Benchmark transit ridership data for comparison to future conditions following improvements to transit stops and sidewalk improvements.*

Because North Monroe Street is a state-highway, transportation improvements to the corridor are coordinated with the Florida Department of Transportation. As the region's metropolitan planning organization, the CRTPA serves as the liaison between the local government and the State. As noted in Action Item #2 above, CRTPA is currently developing the North Monroe Street Safety Implementation Plan and may apply for Safe Streets and Roads for All (SS4A) funding. In addition to this study, CRTPA updates the Regional Mobility Plan, the local long-range transportation plan, the Safe Routes to Schools studies, bicycle and pedestrian master plans, trails plans, area other transportation plans and programs. By coordinating with CRTPA, many of the improvements identified through the charrette process and in the Final Report can be incorporated into these plans and programs to enhance eligibility for state and federal funding for new projects as well as, or in addition to, the SS4A opportunity.

### *Action Item*

*Coordinate with Capital Region Transportation Planning Agency to request that North Monroe Street improvements be included in future updates to the Regional Mobility Plan or other transportation plans where appropriate.*

# NORTH MONROE CORRIDOR

## A CAPITAL GATEWAY

# ACTION ITEMS

### **A. Invest in Public Infrastructure**

1. Provide the North Monroe Charrette Final Report to Blueprint for consideration with the North Monroe Gateway project.
2. Provide the North Monroe Charrette Final Report to the Capital Region Transportation Planning Agency to discuss potential Safe Streets and Roads for All funding options for further safety improvement on North Monroe Street.

### **B. Remove Barriers to Commercial Property Investment**

3. Provide the North Monroe Corridor Charrette Final Report to the consultant for the Land Use and Mobility Element update to the County/City Comprehensive Plan.
4. Have DesignWorks division of the Planning Department conduct an analysis of at least three existing shopping centers on North Monroe Street between Interstate-10 and Capital Circle NW to compare the existing development to potential private redevelopment opportunities. This analysis would identify potential barriers to private redevelopment, opportunities to incorporate the input received from citizens through the charrette process, and potential land development code updates that may encourage private redevelopment.
5. Evaluate the desired uses from the community as compared to allowed uses based on zoning along the North Monroe between Interstate-10 and Capital Circle NW.

### **C. Identify Opportunities to Promote the Unique Sense of Place**

6. Identify historic locations along the North Monroe Corridor and evaluate options for providing interpretive signage at these locations.
7. Continue investment in Leon County Park amenities along and adjacent to the corridor and evaluate opportunities for additional amenities at parks in the future.
8. Strategize ways to promote the Corridor's unique character and natural amenities to the broader community.

### **D. Enhance Transit Options**

9. Benchmark transit ridership data for comparison to future conditions following improvements to transit stops and sidewalk improvements.
10. Coordinate with Capital Region Transportation Planning Agency to request that North Monroe Street improvements be included in future updates to the Regional Mobility Plan or other transportation plans where appropriate.



For questions about this report, please contact the Tallahassee-Leon County Planning Department at (850) 891-6400; [planning@talgov.com](mailto:planning@talgov.com) or visit the North Monroe Corridor website at: <https://www.leoncountyfl.gov/northmonroe>

# Blueprint Intergovernmental Agency

## Board of Directors

### Agenda Item #9

### February 29, 2024

<b>Title:</b>	Consideration of Initiating a Substantial Amendment for Affordable Housing Land Acquisition
<b>Category:</b>	General Business
<b>Intergovernmental Management Committee:</b>	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
<b>Lead Staff / Project Team:</b>	Artie White, Director, PLACE Keith Bowers, Director, Office of Economic Vitality Autumn Calder, Director, Blueprint Infrastructure Susan Dawson, Blueprint Attorney

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## STATEMENT OF ISSUE:

As directed by the Blueprint Intergovernmental Agency Board of Directors (IA Board) at their November 7, 2023 meeting, this item details the required steps for initiating the substantial amendment process to add Affordable Housing Land Acquisition as a new Blueprint Infrastructure project. As governed by Section 212.055(2)(d)(1)e, Florida Statutes, use of infrastructure surtax funds for affordable housing is limited to the acquisition of land. As requested by the IA Board, this item includes an economic analysis of affordable housing and a budgetary analysis of adding a new Affordable Housing Land Acquisition project. . If this project is added, it is anticipated that there will be insufficient funds to complete all projects. Based on projected sales surtax revenues and cost estimates for approved projects, Blueprint does not recommend providing funding for this new project request. Should the IA Board direct Infrastructure funding for affordable housing land acquisition, this item describes the substantial amendment process required to create a new Blueprint Infrastructure project, as well as the corresponding necessity to identify reduction of funding from one or more existing projects to fund this new project.

## FISCAL IMPACT:

This item has a fiscal impact if approved. Should the IA Board initiate a substantial amendment to add Affordable Housing Land Acquisition as a new Blueprint Infrastructure project, direction on reprioritization of funds and/or scope changes to existing Blueprint projects will be necessary. Using sales surtax funds for Affordable

Housing Land Acquisition would result in insufficient funds to complete the approved Blueprint Infrastructure projects.

## **RECOMMENDED ACTION:**

Option 1: Accept the report and do not initiate the substantial amendment process to add a new Affordable Housing Land Acquisition project to the Blueprint Infrastructure program.

## **SUPPLEMENTAL INFORMATION:**

At the November 7, 2023 IA Board meeting, staff was directed to bring back an item to initiate the substantial amendment process to add Affordable Housing Land Acquisition as a new Blueprint Infrastructure project, and to include budget and economic analyses, provided herein. Based on future revenue projections and funding needs of existing Blueprint Infrastructure projects, this item recommends Option #1, that the IA Board not initiate the substantial amendment process. Using sales surtax funds for affordable housing land acquisition would require reprioritization of existing funding and would result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning, design, and construction.

Should the IA Board direct Blueprint to initiate the substantial amendment process to add Affordable Housing Land Acquisition as a new Infrastructure project, this item details the steps as specified in the Second Amended and Restated Interlocal Agreement (Interlocal Agreement) to add a new project to the Infrastructure project list. A draft project description is also provided for IA Board consideration.

The IA Board has previously taken action to address affordable housing and complement existing City and County-administered programs. On December 12, 2019, the IA Board approved a revision to the Blueprint Real Estate Policy that requires Blueprint to consult with the City and County affordable housing offices to determine whether property is suitable for dedication as affordable housing before the property is declared as surplus. In addition, the Leon County Board of County Commissioners and the Tallahassee City Commission have a long history of programs, policies, and incentives as well as substantial collaboration, to address the shortage in affordable housing, as discussed in this item. The City and County have made affordable housing a very high priority and have dedicated millions of dollars to support programs, policies, and efforts to increase the supply of affordable housing in the community, summarized in Attachment #1.

At the August 24, 2023 IA Board Budget Workshop, the IA Board directed staff to bring back an item providing a review of the permissible use of sales tax dollars for affordable housing within the Blueprint Intergovernmental Agency. At the November 7, 2023 meeting, Blueprint presented the requested item (Attachment #2) including a thorough review of the statutorily allowable uses of both infrastructure and economic development funds for affordable housing, as well as a review of the three Florida local governments

that currently utilize their surtax funds to support affordable housing. A summary of the statutorily allowable use of the infrastructure surtax is provided in the following section.

### **STATUTORILY ALLOWABLE USE OF INFRASTRUCTURE SURTAX DOLLARS FOR AFFORDABLE HOUSING**

In 2014, voters approved the extension of the Leon County Penny Sales Tax to fund “**projects** designed to improve roads; reduce traffic congestion; protect lakes and water quality; reduce flooding; expand and operate parks and recreational areas; invest in economic development; and other uses authorized under Florida **law...**” The Interlocal Agreement provides for the use of Leon County local government sales surtax proceeds for “[o]ther permissible uses set forth in section 212.055(2), Florida Statutes, as amended.”

#### ***Overview of Permissible Blueprint Infrastructure Funding for Affordable Housing***

Section 212.055(2)(d)(1)e, Florida Statutes, includes a limited use of infrastructure sales tax proceeds for affordable housing:

Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph. [Emphasis added.]

Therefore, Blueprint may expend local government infrastructure sales surtax dollars on acquisition of land for affordable housing subject to the constraints of Florida law. Although the Interlocal Agreement Section 8(b) – “**Permissible Uses of Dedicated 2020 Surtax Proceeds**” - allows for other permissible uses—such as land acquisition expenditures for affordable housing—as listed in section 212.055, Florida Statutes, such use is not specifically listed in Exhibit II of the Interlocal Agreement. Exhibit II of the Interlocal Agreement details the Blueprint 2020 Infrastructure Projects. Accordingly, Exhibit II of the Interlocal Agreement must be amended to expressly provide for acquisition of land for affordable housing before local government sales surtax dollars are used for such purposes. Based on the statutory limitations, infrastructure funds can be used for the acquisition of land, but the land must remain under local government ownership. The acquired land can be leased to another public entity or a private entity for the construction of affordable housing.



**SUBSTANTIAL AMENDMENT PROCESS AND DRAFT PROJECT DESCRIPTION**

Initiating the substantial amendment process, presented as Option #2 in this item, is the first step in the substantial amendment process to add a new affordable housing land acquisition project to the Interlocal Agreement. Specifically, Exhibit II of the Interlocal Agreement would be amended to add the new **“Project.”** A draft project description for the Interlocal Agreement Exhibit II amendment is included below:

*Project #. Purchase of Land for Affordable Housing Projects: Funding to purchase land for affordable housing projects consistent with the requirements of Florida Statutes Section 212.055(2)(d)(1)e.*

While amendments to other sections of the Interlocal Agreement require independent action of the Board of County Commissioners and the City Commission, the IA Board can amend the list of projects and programs in Exhibits I and II of the Interlocal Agreement through the substantial amendment process. The substantial amendment process, which is laid out in the Interlocal **Agreement’s** Section 10, *Amendment or Deletion to Projects and Programs*, provides the following:

The listed projects and programs set forth in Exhibit I, Exhibit II, Sections a, b. 1, b.2, and b.3, may only be deleted or amended to a substantial degree if circumstances call for a substantial change and if the Board approves the change by a supermajority vote of both the members who are County Commissioners and the members who are City Commissioners, after taking into consideration the recommendations of the Citizens Advisory Committee (CAC), the Technical Coordinating Committee (TCC), and the Intergovernmental Management Committee (IMC). Such a vote will not be taken until Blueprint first holds at least two (2) noticed public hearings with respect to such proposed change.

Therefore, the IA Board may add Affordable Housing Land Acquisition as a new project under the Blueprint Infrastructure List following two public hearings, input of the CAC, TCC, and IMC, and a supermajority vote, which requires at least four (4) City Commissioners and five (5) County Commissioners voting in favor of the amendment.

**BUDGETARY ANALYSIS**

As approved at the September 26, 2023, Budget Public Hearing, the FY 2024 – 2028 capital budget provides funding for Blueprint projects to ensure timely progress and completion of all approved projects to the scope and standards directed by the IA Board.

It is anticipated that construction costs for all projects will continue to increase, consistent with previous years. Blueprint closely monitors the FDOT monthly cost index reports, and the reports continue to demonstrate construction cost increases throughout the state, which are projected to continue at least in the near term. At the May 16, 2024 budget workshop, Blueprint will provide the annual update on project cost estimates for approved projects currently in design and construction. Additional funds may be needed to complete these projects depending on these projected construction cost increases.

Additionally, the growth of sales tax revenues, while remaining stable, is not expected to increase as substantially as in the years following the pandemic.

Further, in addition to potentially adding a project for the purchase of land for affordable housing, the IA Board has directed staff to present additional items for consideration of substantial amendments to the Interlocal Agreement. These include the use of Blueprint Infrastructure surtax funds for Florida A&M **University's** Bragg Stadium, for expanding the North Monroe Gateway Project north of I-10, and for potentially changing the Airport Gateway Scope to include widening of Springhill Road to four lanes.

Approval of a substantial amendment would create a new Blueprint Affordable Housing Land Acquisition project and, subject to IA Board determination, a corresponding funding amount would be identified. Based on the future revenue projections and the funding needs of existing Blueprint Infrastructure projects, this item recommends Option #1, that the IA Board do not initiate the substantial amendment process. Using sales surtax funds for affordable housing land acquisition would result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning and construction, resulting in fewer miles of sidewalks, trails, roadway, and bicycle improvements, as well as reduced placemaking initiatives and acres of public space.

## **ECONOMIC ANALYSIS**

At the November 7, 2023 IA Board meeting, the IA Board directed staff to include an economic analysis of affordable housing as part of this item. As described below, staff researched data from the Florida Housing Finance Corporation (Florida Housing) the Florida Association of Local Housing Finance Authorities (FLALHFA), the Florida Association of Realtors (FAR), Tallahassee Housing Authority's Orange Avenue redevelopment, and information provided by the Center of Economic Forecasting and Analysis at Florida State University (CEFA) to provide this assessment. A key point in realizing the economic benefits from affordable housing projects is that these projects rely on the private sector. Specifically, developers must secure the low-income housing tax credits and obtain financing.

- At the request of Florida Housing, in 2021 CEFA performed an economic impact analysis of 17 state and federal affordable housing funding initiatives implemented in Florida from 2010 through 2021. This analysis found that over the last five years, on average, for every \$1 invested into affordable housing \$1.06 is returned in economic benefit.
- In 2021, the FLALHFA commissioned an analysis performed by Regional Economic Consulting Group to measure the economic impact of the Sadowski Affordable Housing Trust Fund (SHIP) and the State Apartment Incentive Loan Program (SAIL) housing programs. According to the study, “a combined appropriation of \$648.3 million for SHIP and SAIL in FY 2021-2023, and \$3.5 billion in total development cost would result in \$7.3 billion in economic **impact**” or a return of \$1.76 for every \$1 invested.

- In 2021, CEFA performed an economic analysis of the Tallahassee Housing Authority's Orange Avenue redevelopment. This analysis looked at the construction related impacts of the development such as the purchase of materials and jobs created. The Orange Avenue project is a \$57 million project comprising of 290 units. The analysis revealed impacts totaling \$97.7 million and 1,073 temporary construction jobs. The return for this project is \$1.71 for every \$1 invested.

## **NEXT STEPS**

Should the IA Board choose to not initiate the substantial amendment process, Blueprint will continue to implement the approved projects as directed by the IA Board. Due to the budgetary considerations outlined in the previous section of this agenda item, Blueprint is recommending that the IA Board not initiate the substantial amendment process, presented as Option #1. However, should the IA Board choose to initiate the substantial amendment process to add this project, (Option #2), Blueprint will follow the required steps outlined in this agenda item.

### ***Programmatic Analysis***

Should the IA Board approve through a supermajority vote to add an Affordable Housing Land Acquisition project to the Infrastructure project list, Blueprint will bring options for IA Board consideration and direction regarding policy, administration, and budget including direction on reprioritization of funds and/or scope changes to existing Blueprint projects will be necessary as using Infrastructure funds for Affordable Housing Land Acquisition would result in insufficient funds to complete the approved Blueprint Infrastructure projects. Close coordination with the Leon County Division of Housing Services under the Office of Human Services & Community Partnerships and the City of Tallahassee Division of Housing under the Department of Neighborhood Services would be needed for the development of implementation options. These policy and program administration options would consider the process for identification, selection, and purchase of properties for affordable housing. Blueprint will also bring to the IA Board for consideration budget options for using sales surtax funds for affordable housing land acquisition, which would require reprioritization of existing funding and result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning, design and construction.

## **CONCLUSION:**

At the November 7, 2023 meeting, the IA Board directed staff to bring back an item to initiate the substantial amendment process to add Affordable Housing Land Acquisition as a new Blueprint Infrastructure project. As such, this agenda item presents proposed language to amend the Interlocal Agreement to add a project to provide funding for the purchase of land for affordable housing projects, consistent with Florida Statutes Section 212.055(2)(d)(1)e and provides budgetary and economic analysis relevant to the IA Board's decision whether to substantially amend the Blueprint Infrastructure project list.

Based on the analysis provided herein, this item recommends the IA Board not initiate the substantial amendment process, Option #1. Using sales surtax funds for affordable housing would result in insufficient funds to complete the 32 Blueprint Infrastructure projects approved and in various phases of planning and construction.

Should the IA Board choose to initiate the substantial amendment process, the steps outlined herein would be followed. A supermajority vote requires a supermajority of IA Board members who are City Commissioners and a supermajority of IA Board members who are County Commissioners voting to substantially amend. Should this process result in adding the project to the Infrastructure project list, Blueprint would seek direction on reprioritization of funds and/or scope changes to existing Blueprint projects and policy options for implementing this project.

Action by the CAC and TCC: This item was not considered by the TCC or CAC at their February 2024 meetings.

## **OPTIONS:**

- Option 1: Accept the report and do not initiate the substantial amendment process to add a new Affordable Housing project to the Blueprint Infrastructure program.
- Option 2: Initiate the substantial amendment process to add a new Affordable Housing project to the Blueprint Infrastructure program.
- Option 3: IA Board Direction

## **RECOMMENDED ACTION:**

- Option 1: Accept the report and do not initiate the substantial amendment process to add a new Affordable Housing project to the Blueprint Infrastructure program.

### Attachments:

1. [Overview of Current City of Tallahassee, Leon County Government, and Blueprint Efforts \(Linked Here\)](#)
2. [Affordable Housing November 7, 2023 Agenda Item \(Linked Here\)](#)