

BOARD OF DIRECTORS MEETING

September 12, 2016

5:00 pm

City Commission Chambers

Agenda

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V. PUBLIC HEARING: 5:30 PM

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VI. CITIZENS TO BE HEARD

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.

VII. ITEMS FROM MEMBERS OF THE COMMITTEE

VIII. ADJOURN

NEXT BOARD OF DIRECTORS MEETING: TBD

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 Susan Emmanuel, Public Information Officer, 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.

CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA
BLUEPRINT
 INTERGOVERNMENTAL AGENCY

ITEM #1

CAC Meeting Minutes | Thursday, June 2, 2016
 315 South Calhoun Street, Suite 450

Neil Fleckenstein called the meeting to order at 4:34 pm.

Committee Members present:

Allen Stucks	Jim Stevenson
Chris Klena	Kent Wimmer
Claudette Cromartie	Neil Fleckenstein
Gordon Hansen	Stewart Proctor
Gina Kinchlow	JR Harding

Committee Members absent:

Henree Martin	George Smith
Andrew Chin	

Guests/Presenters/Staff present:

Ben Pingree	Gray Swoope
Charles Hargraves	Melissa Medley
Autumn Calder	Bonnie Gandy
Angela Ivy	Patrick Twyman
Susan Emmanuel	Kereen Jones
Rick Jenkins	Alisha Wetherell
Megan Doherty	Cristina Paredes

Agenda Modifications

Agenda modifications involved a reordering of the presentation of items moving presentations earlier and project updates to the end.

Consent Items

Item #2: CAC Meeting Minutes (August 13, 2015 and February 11, 2016)

Chris Klena moved approval of the February 11, 2016 minutes. JR Harding seconded the motion. The item passed unanimously.

Information Items

Item #1: Blueprint Project Updates

This item was informational only.

At the request of CAC members, in the February 2016 meeting, for detailed information on the city's FAMU Way project, Alisha Wetherell gave a brief update at the beginning of the meeting.

Consent Items – Continued

Item #3: Acceptance of FY2015 Comprehensive Annual Financial Report (CAFR) and Appropriation of FY2015 Operating Fund Balance

Patrick Twyman with the City of Tallahassee Accounting office, gave a brief presentation on the City's process and findings of the FY 2015 CAFR. Bonnie Gandy with Law, Redd, and Crona Thomas Howell and Ferguson, also spoke briefly on her firm's process and findings. The draft financial statements were included in the agenda material. Ms. Gandy stated that her team was in the process of completing the technical review of the audit and did not anticipate any substantive changes from the draft. Her team drafted an unmodified opinion on the financial statements that fairly present the financial position and activities of Blueprint. In summary, she stated that there were no findings or recommendations include in the Management Letter or report.

Allen Stucks questioned where Blueprint stood in the resolution of the \$64M in long-term debt that was outstanding. Mr. Twyman stated that when Blueprint issued the associated bonds, a set payment table was included. Blueprint paid its debt service as anticipated in that schedule and in accordance with the bond covenants. Mr. Stucks also questioned the use of projected 2020 funds. Mr. Twyman stated that there was no expenditure of future revenues in the statements.

JR Harding questioned if there was occasion for or if it would be prudent to pay bond debt ahead of schedule. Charles Hargraves stated that doing so would cause projects to be delayed because of funding shortfalls. Ben Pingree stated that it was a policy option that the Board could make however, while it could benefit some areas, the cost of delays to projects had to be weighed as well.

Steward Proctor moved to accept the FY 2015 CAFR; Claudette Cromartie seconded the motion. It passed unanimously.

Presentation Items

Item #4: Office of Economic Vitality Update

Ben Pingree gave a brief presentation on the status of the establishment of the Office of Economic Vitality (OEV)

Claudette Cromartie questioned if any of the subject areas listed as priorities were pulled from the former Economic Development Council (EDC) priorities. For example, business incubation and workforce development; were those on the EDC radar. Mr. Pingree confirmed that they were and further stated that any Economic Development Organization (EDO) understood that it was

essential to work community partners. Make no mistake, the EDO never thought it would be the research arm because it was not their role; that was the role of Innovation Park. Just as the role of workforce development belonged to CareerSource. It was understood that success would come through collaboration. However, the new structure of OEV provided more accountability and buy-in than was ever possible for the EDC to achieve.

Speaking to the structure of the OEV, Mr. Pingree stated that there would be 9 full-time employees that would leverage and share services with the City and County. There would be 3 divisions within OEV: (1) Operations, Engagement, and Administration with Cristina Parades as Deputy Director (2) Data and Analytics with Ed Young serving as Deputy Director, and (3) Minority Women and Small Business Engagement (MWSBE) with Chris Edwards as Deputy Director. The Director of OEV was yet to be determined.

Gray Swoope with VisionFirst Advisors gave a brief overview of the strategic planning interview process his team was conducting on behalf of OEV. Members of the CAC offered feedback on various groups or segments to be interviewed and expressed a strong desire to include university students particularly. Melissa Medley, also with VisionFirst, stated that retention of talent was a repeated sentiment in community stakeholder interviews. There was significant discussions and brainstorming of including high school students and youth leadership organizations in the vision process as well.

Item #5: Review of Proposal to Acquire Ames Sink Property

Autumn Calder gave a brief history and options for funding possibilities of the Ames Sink property. Jim Stevenson shared a video and spoke to the environmental sensitivity of the property.

Allen Stucks moved staff recommendation Option 4:

Direct Blueprint staff to work with partners to identify opportunities to apply for grants and set up partnerships to help share the acquisition and potential other costs. If leveraging strategies are successful, the funding source would be the Blueprint 2000 sales tax revenues with a payback from the 2020 revenues if the acquisition is made prior to 2020.

Chris Klena seconded the motion; it passed unanimously.

Item #6: Approval of Debbie Lightsey Nature Park Concept

Autumn Calder gave a brief overview of the concept plan developed through public charrettes.

Gordon Hansen recommended that the final park plans exclusively identify opportunities for intergenerational activities as well as crime-prevention through environmental design. JR Harding also suggested that the boardwalk material be installed in a linear, rather than horizontal, fashion to make for a smoother ride for wheelchair bound guests.

Allen Stucks questioned what might happen if the grant application was not successful. Ms. Calder

stated that Blueprint had just learned that it was in fact not awarded to the project. It was a national grant with more than 200 applicants and four awards. However, \$50K had been allocated for design which would allow the project to move forward. Staff would continue to pursue other grant opportunities that could advance the construction in the future. There was also the possibility that after the completion of the Capital Circle Northwest/Southwest project any remaining funds from that budget could be transferred to the Debbie Lightsey Nature Park project.

Allen Stucks moved to accept the concept plan. JR Harding seconded the motion; it passed unanimously.

Item #7: Approval to Enter into a Joint Partnership Agreement with FDOT Regarding Improvements to Woodville Highway

Charles Hargraves gave a brief overview of the item. Kent Wimmer questioned if plan included the removal of the gas station and rerouting of the St. Marks Trail. Mr. Hargraves stated that it was one concept however the FDOT plans did not include the removal of the gas station.

Allen Stucks questions how many projects was Blueprint currently engaged in with funding that was anticipated from the 2020 revenues. Mr. Hargraves stated that Blueprint was committing \$300K annually for the next three years to prepare design plans on various projects to position Blueprint to be “shovel ready” when the 2020 funds became available. Autumn Calder stated that 2020 funds would be begin to be collected until January 1, 2020 however there was no denying the fact that pressures would rise to the surface before then to begin implementing the 2020 projects. It was incumbent upon staff to track any funds spent on 2020 projects and for those funds to be reimbursed once Blueprint began receiving the new revenues. To date, very little funding from Blueprint capital budgets had been spent on 2020 projects. There were many conversations of possibilities but very few actual expenditures.

Claudette Cromartie requested a funding map that outlined the encumbrances and allocations that visually tracked the funding over the next few years.

Allen Stucks moved approval; it was seconded by Chris Klena. The motion passed unanimously.

Item #8: Proposed Fiscal Year 2017 Blueprint Operating Budget

Autumn Calder stated that the information presented was for CAC review and comment with no action required. The final operating budget would be presented at the August CAC meeting prior to the Board presentation in September 2016.

Item #9: Proposed 2017-2020 Capital Improvement Plan

Autumn Calder stated that the information presented was for CAC review and comment with no action required. The final capital budget would be presented at the August CAC meeting prior to the Board presentation in September 2016.

Items from Members of the Committee

There were no additional items from members of the committee.

Citizens To Be Heard

There were no additional citizens to speak.

Adjourn

The meeting adjourned by consensus at 7:15 pm.

CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA
BLUEPRINT
 INTERGOVERNMENTAL AGENCY

Agenda Item

SUBJECT/TITLE: Blueprint Project Updates	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Charles Hargraves	Type of Item: Information

STATEMENT OF ISSUE:

This report provides the IA with an update on all active Blueprint Intergovernmental Agency projects funded through December 2019.

Projects Under Construction

- **Capital Cascades Crossing (Bridge & Trail) (South Adams Street to Gadsden Street)**
 - Current completion anticipated to be September 2016 (Opening Celebration date TBD)
 - Contract Time – 90%, Percent Complete – 90%
 - All Solar Canopies are installed and producing power. Railing has been installed in most locations. Cameras are installed. Lighting is installed and programmed. Painting is underway. Trail lighting and landscaping installation are underway.

- **FAMU Way Extension/Capital Cascade Trail Segments 3B and 3C (Adams St. to Coal Chute Pond)**
 - Grand opening took place June 10th. Final closeout is underway. Contractor is working on the screening of Kingston Apartments.
 - Contract Time – 90%, Percent Complete -95%
 - Fence and landscaping buffer from electric substation to Kingston Apartments – are under construction with an estimated completion in fall 2016.
 - Upon completion of stormwater as-builts, Blueprint will move forward with FEMA Letter of Map Revision to revise 100-year floodplain in area from Leon High School to Coal Chute Pond outfall.
 - History Kiosk project content development began July 28, 2016.

- **Capital Circle Northwest/Southwest (Tennessee St. to Orange Avenue)**
 - The estimated project completion date is late 2016. Additional contract days are being negotiated with the Contractor as the project has experienced delays.
 - Contract time used: 95%, Scheduled progress: 82%.
 - Original contract amount was \$56,686,196. Current contract amount is \$60,204,618 and the current contract amount used to date is \$48,896,824.76.

- Northbound bridge over Gum Creek has been completed, except for paving of the bridge approaches.
- The demolition started May 2, 2016 on the existing southbound CSX Bridge.
- **Magnolia Drive (S. Adams St. to Apalachee Parkway) Multiuse Trail**
 - See Agenda Item #3
- **Franklin Boulevard**
 - Investigating pavement depression near the intersection of Franklin Boulevard and Park Avenue in coordination with Leon County Public Works staff. Blueprint contracted a Consultant to evaluate subsurface conditions and make recommendations.
 - Blueprint has contracted a Consultant to evaluate the entire corridor for potential issues. Findings are expected in late September 2016.
 - Remedial action will commence upon the completion of the analysis.

Projects Under Design

- **Cascades Park**
 - Alum System – An issue exists with the function of the Stormwater Management Facility in Cascades Park. Blueprint is working with the consultant and City Stormwater to evaluate options to address.
 - A consultant has been contracted to develop and submit to FDEP the Quality Assurance Project Plan (QAPP) for the Capital Cascades Park Stormwater Facility. This QAPP is required as part of the FDEP grant agreement. The testing required as part of the QAPP is underway. Completion is expected early fall 2016.
 - Environmental Management Permit (EMP) Close-Out - The close-out is contingent upon the alum system functioning as intended. Blueprint is working to resolve.
 - Discovery, Imagination Fountain Trellis, Amphitheater Stairs & Wall improvements; permit is complete and Blueprint is working to develop a schedule for construction.
 - Amphitheater Weatherization - City, County and Blueprint staff are working together to develop a design and cost estimate for the weatherization of the stage. This information will be presented to the STAGE Committee for review and comment.
 - Sound wall:
 - Attachment #1 provides information requested by the Board at the June 20, 2016 meeting regarding the sound impacts from the Capital City Amphitheater. Staff was directed to provide additional information regarding the status of the sound mitigation actions to date, the complaint history associated with Amphitheater events, resident requests to extend the sound wall, additional maintenance responsibilities associated with the construction of the wall, including graffiti abatement, and potential impacts due to reverberation of sound off the sound wall.

- Also in the June meeting, staff was directed to place the sound wall project on hold pending the City's review of the development of the property at 912 Myers Park Drive. Since that time, the summer break has precluded City staff from presenting to the City Commission. However, City and Blueprint staff have begun to coordinate all information and issues requested by the Board at the June Board meeting. A full analysis of the impacts to the City's property will be presented at an upcoming City Commission meeting.
- Imagination Fountain – Since the Park opened in 2014, the Imagination Fountain has had continual design issues that have resulted in Fountain closures. Blueprint staff has coordinated with Parks and Rec to resolve the issues and collectively determined that the system needs significant modifications to be fully operational. The requested funds to modify the system, as identified in Agenda Item #15, are an estimate and will go towards a new sand filter, new open source platform computer system, improvements to the vault that will reduce the humidity and extend the longevity of the electronic parts, and contingency to cover expenses not yet identified. The open source system will allow local programming of new shows without the proprietary cost of the old system. The sand filtration system will not only improve maintenance, but allow an almost unlimited number of swimmers by code. Approximately \$24,000 has been spent to date on the fountain on replacement parts and post construction design review.
- Erosion issues – Since the park has opened there have been several areas where erosion has been persistent. A design survey has been completed and the design of remedies is underway. All improvements will be scheduled to minimize impacts to the public.
- Smokey Hollow Barbershop - Restoration is taking place at Lively Technical Center, but recent programmatic changes at Lively have halted the progress. Blueprint staff is working with a contractor to complete the restoration.
 - Site design and permitting are in progress.
 - Site construction is anticipated to commence fall 2016 with the completion of the project in early 2017.
- **Capital Cascades Trail - Segment 3D**
 - See Agenda Item #5.
- **Capital Circle Southwest –W1 (Orange Avenue to Crawfordville Road)**
 - **Design** – FDOT has begun design of this corridor and submitted 60% Phase II design plans to local governments and Blueprint for review. Comments pertaining to the 60% Phase II plans were provided to FDOT by Blueprint staff for consideration during the development of 90% design plans.
 - **Stormwater Management Facilities (Orange Avenue to Springhill Road)** – Blueprint is in the process of designing and permitting two stormwater facilities. The stormwater pond design and permitting phase is estimated to be completed in the summer of 2016 with construction to commence shortly thereafter.
 - Blueprint is preparing to begin right-of-way acquisition for the segment between Orange Avenue and Springhill Road.

- **Debbie Lightsey Nature Trail Concept Development**
 - Concept plan was approved by the Board in the June 2016 meeting. Staff is working to develop an RFQ for design services.

Future Funded Projects

- **Cascades Trail Segment 4** (Gamble Street to Lake Henrietta)
 - Blueprint will begin to evaluate and re-conceptualize the master plan concept for Segment 4 once the design of Segment 3D is complete.

RECOMMENDED ACTION:

Information only – no action necessary.

Action by TCC and CAC: This item was presented as information only to the TCC and the CAC at their respective meetings on August 11, 2016.

ATTACHMENT:

Attachment #1: Sound Mitigation Actions to Date

Sound Mitigation Actions to Date

Sound Mitigation Actions Completed:

1. **Establish a Cascades Park Working Group**, which includes citizen representatives from nearby neighborhoods and key City and County departments, to provide input and feedback on the operational structure and sound levels in Cascades Park. The first meeting of the working group was held in October 2013, and the group met two to three times a month until the park opened in March of 2014. Since then, the group has met monthly or on an as-needed basis. After the approval of the sound wall, the group met less frequently. During 2016, the group has met three times.

Status: The Cascades Park Work Group has met 32 times since early 2013.

2. **Professional Sound Studies and Live Sound Tests** have been conducted to analyze sound impacts associated with the Amphitheater, including additional sound studies requested by the Myers Park and Woodland Drive neighborhoods. The total cost of the studies completed to date is **\$93,235**. Two live sound tests were also conducted prior to the opening of Cascades Park in fall 2013. The two tests, conducted in September and November 2013, featured live musical acts, full concert touring systems, professional production team, and sound monitoring during the event. The cost of two live sound tests, including post-event data analysis and sound consultations, totaled **\$61,003**.

Status: The two live sound tests and seven sound studies, conducted between 2012 and 2015 have been completed at a total cost of **\$154,238**. Additional sound studies may be commissioned as needed to model changing conditions.

3. **Reimbursement to the Myers Park and Woodland Drives neighborhoods for an independent sound study** conducted by Seiben Associates, Inc. Per the request of residents at the September 16, 2013 Board meeting, the Agency agreed to retain Seiben Associates, Inc. to conduct further sound studies and also reimburse the neighborhoods **\$5,614** for the sound study independently commissioned by the neighborhood.

Status: Complete

4. **Relocating the Mixing Platform Area** to a lower location within the Amphitheater per the recommendations of a professional sound consultant. The additional construction cost for the mixing platform revision area was **\$15,400**.

Status: Complete

5. **Adoption of City Commission Policy 154**, regulating noise from events held at the Capital City Amphitheater at Cascades Park. The policy was developed by staff with input from the neighbors surrounding Cascades Park and Scott Carswell Presents.

Status: On March 25, 2014, the Tallahassee City Commission adopted City Commission Policy 154.

6. **Sound Monitoring Equipment** - Per direction of the Board at the February 24, 2014 meeting, the Agency purchased sound meters and necessary equipment to monitor sound levels in the neighborhood and at the mix location.

Status: The Agency purchased sound meters and related monitoring equipment at a cost of **\$38,543**.

7. **Monitoring of Sound Levels at Ticketed Events** - To ensure the decibel levels established by City Commission Policy 154 are not exceeded during ticketed events, the City committed to have an employee or designee at the mix board independently monitoring the sound and observing compliance with the limits.

Status: Every concert has been monitored for compliance with the adopted sound levels. For ticketed events in April and May 2014, the City of Tallahassee retained the services of a professional audio engineer for sound monitoring and training at a cost of **\$7,500**.

8. **Modifications to Permit Requirements for House Events** - Based on feedback from area residents, the following changes were made to help mitigate noise impacts to the neighborhoods:

- All weekday events (Sunday - Thursday) must end no later than 9:00 pm
- Events may not start before 8:00 am
- Sound limits established by City Commission Policy 154 for the Amphitheater have been extended to all areas of Cascades Park.

Status: Complete

9. **Noise Barrier Concept & Design Study** - The Agency contracted with Michael Baker International to conduct a preliminary analysis and prepare conceptual drawings for the various noise barrier options. The cost of this study was **\$8,588**.

Status: The findings and recommendations from the Michael Baker International *Noise Barrier Concept Study* and the Acoustics by Design *Noise Barrier Design Review* were presented to the Board at their September 28, 2015 meeting.

10. **Stage Curtain System** - Prior to the Amphitheater's opening in 2014, the Agency purchased 10 curtain panels, which are hung around the Amphitheater stage to assist with sound mitigation for primarily ticketed events. At the September 28, 2015 Board meeting, Agency staff recommended purchasing two additional half-curtain panels (one for the east side of the stage and one for the west) to continue to mitigate sound impacts on the adjacent neighborhoods.

Status: The Agency funded the initial purchase of the initial curtain system in the amount of \$6,674. The additional half-curtains were purchased for use at ticketed events in October 2015 at a cost of \$4,110. The total cost of the curtain system to date is **\$10,784**.

11. **In-Ear-Monitors (IEM) System** - The 2015 Acoustics by Design study included the recommendation that musicians performing on stage only use In-Ear-Monitors (IEM).

Status: Per Board direction, funding in the amount of **\$8,000** was included in the FY2016 capital budget to purchase the new IEM system. City Parks, Recreation, and Neighborhood Affairs purchased this equipment using that funding.

Sound Mitigation Actions in Progress

- 12. New Amphitheater House Speaker System** - In 2015, the Agency commissioned Acoustics by Design to conduct an additional sound study to identify audio equipment and configurations for local events to optimize coverage at the amphitheater and minimize noise exposure for the adjacent neighborhoods. At the September 28, 2015 Board meeting, Agency staff recommended replacing the current amphitheater house system with two high directivity, digitally steered column arrays.

Status: Per Board direction, funding in the amount of **\$66,000** was allocated to purchase the new house speaker system. The design and purchase of this system has been delayed until the final design and installation locations of the amphitheater weatherization are approved.

- 13. Permanently install all loudspeakers as low as reasonably possible in relation to stage.**

Status: The new amphitheater house speaker system will be installed as low as reasonably possible in relation to the stage.

- 14. Precast Sound Wall** - At the September 28, 2015 Board meeting, the Board approved the construction of a 30 foot high FDOT Precast Noise Wall sound barrier. Funding in the amount of \$475,420 for the barrier design, construction and contingency was included in the Fiscal Year 2016 Capital Budget.

Status: Staff was directed to place the sound wall project on hold pending the City's review of the property at 912 Myers Park Drive and to bring back additional information on sound mitigation efforts to date at the September 12, 2016 Board meeting.

Resident Request to Extend the Sound Wall

Prior to the June 20, 2016 Board meeting, a request to extend the sound wall was received from a Myers Park resident. Due to constraints including the location of the City's electric substation and the proximity of the CSX right of way, the sound wall could not be extended to provide sound mitigation to the requested property.

Graffiti Abatement and Maintenance

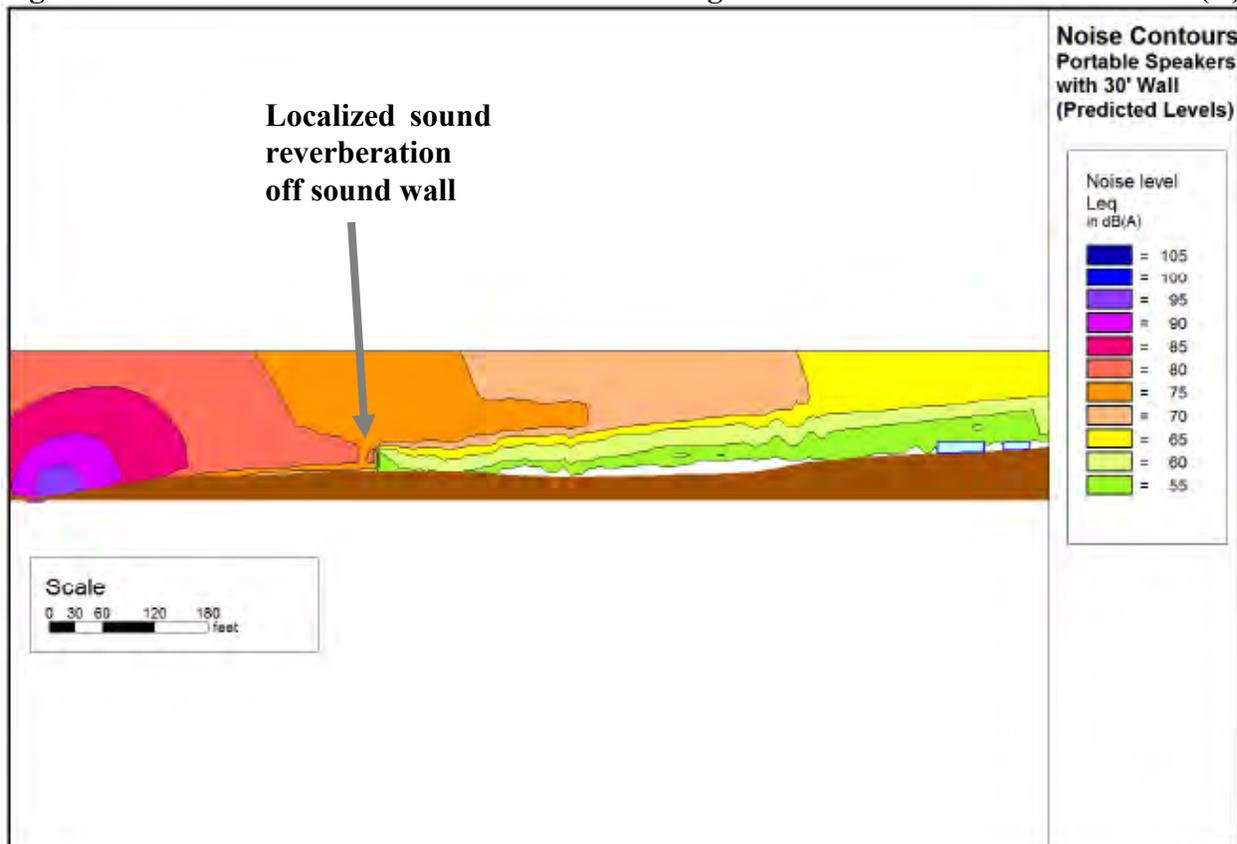
The initial \$475,420 estimated cost of the precast sound wall does not include additional maintenance responsibilities and costs to the City, which will likely include four factors: graffiti, repair from impact damage, structural deterioration over time, and surface maintenance. The estimated cost of graffiti abatement can range from localized removal to overall preventative treatments. An anti-sacrificial coating to aid in graffiti removal for the sound wall is estimated to cost \$16,000. However, some graffiti can only be painted over as opposed to removed, even after an anti-sacrificial coating is applied. The costs of repainting the wall or sections of the wall will vary depending on the size of the graffiti and the number of staff required.

Localized Sound Impacts Attributable to Sound Wall

At the June 20 Board meeting, Commissioners requested additional information on potential impacts to Cascades Park and Downtown as a result of sound reverberating off the sound wall. Agency staff has reviewed the findings of the 2015 studies conducted by Acoustic by Design and recently consulted with the project manager. Based on these findings, it was determined that sound from the train will bounce in-between the train and the sound wall and any reverberation would be minimal compared to the direct sound of the train itself.

As shown in Figure 1 below, sound reflected off the wall will have a localized effect on the area immediately in front of the wall (approximately 10 feet). The purple areas in the bottom left of the image illustrate the highest sound levels originating from the Amphitheater. Simply, sound may be louder in the areas within approximately 10 feet of the sound wall. However, these increased sound levels will be undetectable compared to the sound emanating directly from the Amphitheater or train.

Figure 1. Cross Section Contours Modeled through FDOT Precast Sound Wall dB(A)



Cascades Park Amphitheater Complaint History

Since the beginning of the Visit Tallahassee concerts, there have been consistent complaints from the neighborhoods surrounding Cascades Park. Specifically, during Visit Tallahassee concerts complaints have been received from residents on the following streets: East College Avenue, Golf Terrace, Carlton, Governors, Broome, Fairway, Merritt, Hart, Oakland, Myers Park and Van Buren. Staff has received reports of sound from the concerts being audible as far away as Lafayette Park and Tallahassee Memorial Hospital. However, there are two areas that consistently report intolerable impacts – Myers Park Drive from Lafayette to Circle Drive and

the Oakland Avenue/Broome/Fairway/Van Buren area. In general, higher dBc levels seem to be of more concern in areas east of the amphitheater while both higher dBc and dBa levels affect those areas closer to the park south of the amphitheater.

During other events that fall under the house sound system levels (which are lower than those for the Visit Tallahassee concerts), complaints are typically confined to the Oakland Avenue/Broome/Fairway/Van Buren area. It is reasonable to state that those who call in and complain are reoccurring and relatively small in number. It is assumed that others who have concerns are relying on those that consistently register complaints.

BLUEPRINT

INTERGOVERNMENTAL AGENCY

Agenda Item

SUBJECT/TITLE: Magnolia Drive Multiuse Trail Project Update

Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Charles Hargraves	Type of Item: Information

STATEMENT OF ISSUE:

This item provides an update on the design and construction schedule for the Magnolia Drive multiuse trail project. There is no requested action from the Blueprint Intergovernmental Agency Board (Board).

SUPPLEMENTAL INFORMATION:

Per a supermajority vote of the Board at the April 1, 2015 Board meeting, the Magnolia Drive Multiuse Trail project was added to Tier 1 of the Blueprint 2000 Program and funding in the amount of \$7,983,300 was approved for the implementation of the project.

Updates to Project Implementation

As construction has continued on the first phase of the trail between Meridian Street and Pontiac Drive, Blueprint and Leon County staff are working together to move forward with the planning and design for future phases of the Magnolia Drive multiuse trail. Details about the current project segments under design are provided in the following section. As a result of partnership opportunities and design changes, phasing modifications to individual segments have been identified that will result in a more efficient schedule for completing the project. The modifications to the phasing schedule detailed below, and in Attachment #1, will result in overall costs savings and greater efficiencies with regards to project implementation while fully meeting the original intent of the project.

Currently Under Construction

- South Meridian Road to Pontiac Drive** (*formerly Phase 1*)
 This segment includes a ten foot multiuse trail on the south side of Magnolia Drive from South Meridian Road to Pontiac Drive. Leon County funded the design and permitting of this phase. The Capital Region Transportation Planning Agency (CRTPA) contributed up to \$861,000 in Florida Department of Transportation grant funding towards the construction cost of about \$2,000,000. The City of Tallahassee is paying for the water and sewer upgrades and Blueprint is funding the remaining balance of the construction cost and full time construction administration to administer the federal local agency partnership requirements. Leon County is currently managing construction activities with an expected completion timeframe of fall/winter 2016.

Currently Under Design

- **Pontiac Drive to Circle Drive** (*formerly Phase 2*)
This segment includes the continuation of the ten foot multiuse trail on the south and east side of Magnolia Drive from Pontiac Drive to Circle Drive. This segment includes a traffic signal at Jim Lee Road and an eight foot sidewalk connecting Alban Avenue to Seminole Drive on the north. Leon County has submitted the design plans to City of Tallahassee Growth Management for permitting.
- **South Monroe to South Adams Street** (*formerly Phase 6*)
Blueprint is managing the design and construction of this phase. To expedite this segment of the Multiuse Trail and minimize disruption to the public, Blueprint is combining the construction of this segment of the Multiuse Trail between South Monroe Street and South Adams Street with the construction of the Big Bend Cares new facility located along the south side of Magnolia Drive between South Monroe Street and South Adams Street. This segment will be completed more efficiently and timely if constructed by Big Bend Cares' contractor concurrent with the construction of their facility. In late July 2016, Big Bend Cares broke ground on their new facility. A JPA with Big Bend Cares is under development to allow the construction of the multiuse trail to be performed by their contractor.
- **South Meridian Road to South Monroe Street** (*formerly Phase 4*)
Blueprint is managing the design and construction of this phase. This segment extends the ten-foot-wide multiuse trail from South Meridian Road to South Monroe Street and will provide essential connectivity to major corridors. Design is 60% complete and right of way acquisition is required and is expected to commence this fall.
- **Circle Drive to Apalachee Parkway** (*formerly Phase 3*)
This segment includes the extension of the ten-foot wide multiuse trail on the west side of Magnolia from Circle Drive to Apalachee Parkway. An eight-foot sidewalk will be constructed on the east side of Magnolia from Circle Drive to Chowkeebin Nene. Design is currently at 60%, and right of way will be required for this segment.

RECOMMENDED ACTION:

Information only – no action necessary.

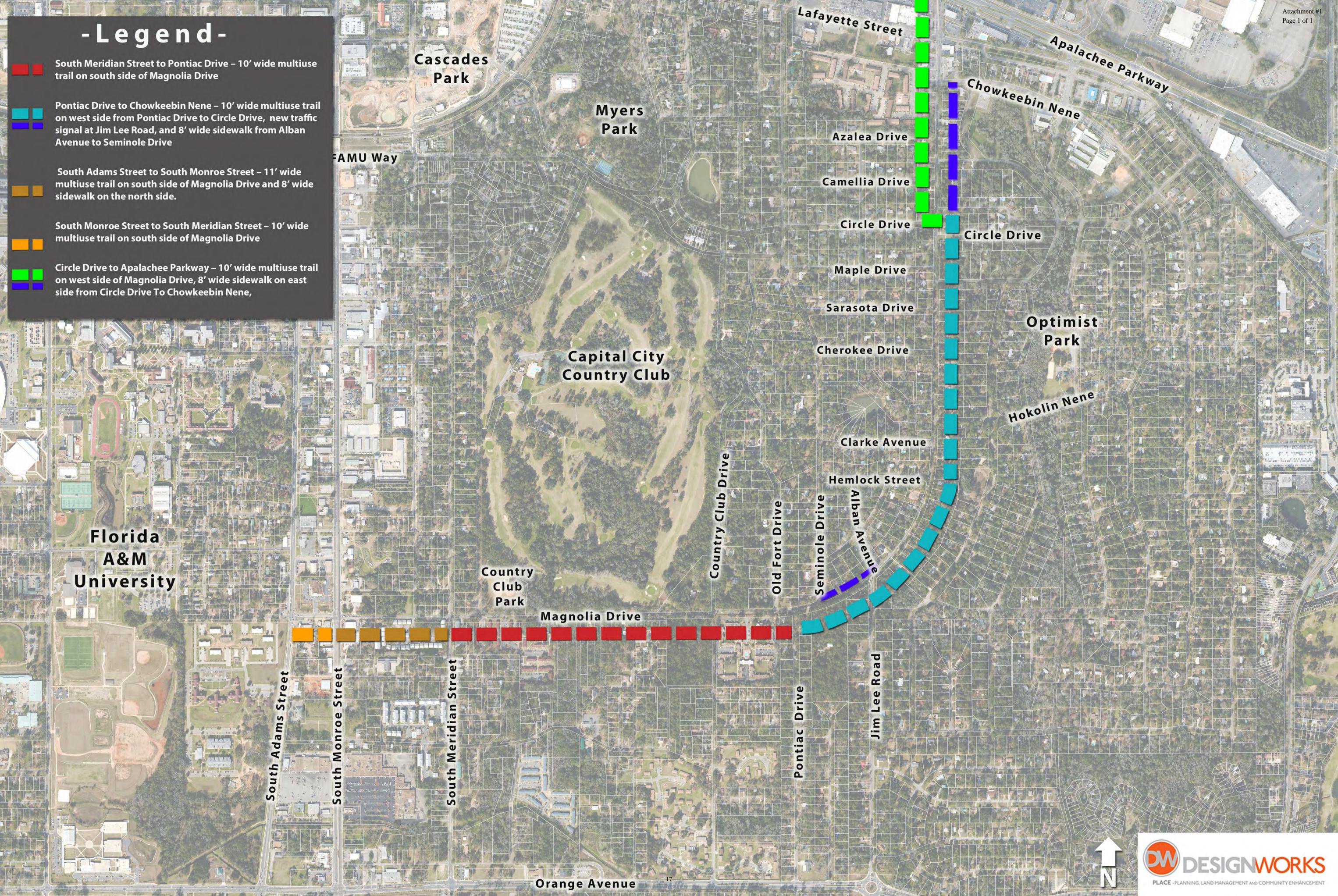
Action by TCC and CAC: This item was presented as information only to the TCC and the CAC at their respective meetings on August 11, 2016.

ATTACHMENT:

Attachment #1: Magnolia Drive Multiuse Project Segments

- Legend -

-  South Meridian Street to Pontiac Drive – 10' wide multiuse trail on south side of Magnolia Drive
-  Pontiac Drive to Chowkeebin Nene – 10' wide multiuse trail on west side from Pontiac Drive to Circle Drive, new traffic signal at Jim Lee Road, and 8' wide sidewalk from Alban Avenue to Seminole Drive
-  South Adams Street to South Monroe Street – 11' wide multiuse trail on south side of Magnolia Drive and 8' wide sidewalk on the north side.
-  South Monroe Street to South Meridian Street – 10' wide multiuse trail on south side of Magnolia Drive
-  Circle Drive to Apalachee Parkway – 10' wide multiuse trail on west side of Magnolia Drive, 8' wide sidewalk on east side from Circle Drive To Chowkeebin Nene,





Agenda Item

SUBJECT/TITLE: Capital Cascade Trail Segment 3 History & Culture Trail Project	
Date: August 11, 2016	Requested By: Blueprint Staff
Contact Person: Megan Doherty	Type of Item: Information

STATEMENT OF ISSUE:

This item presents information on the **Capital Cascades Trail Segmental 3 History & Culture Trail project (HCT)**, which is intended to share and celebrate the history and culture of the neighborhoods, businesses, and people living in the areas surrounding the Capital Cascades Trail and FAMU Way Extension projects. Five members of the FAMU Way Citizen’s Committee have volunteered to serve on a working group to assist with the development of the HCT project. The first meeting of the Working Group was held on Thursday, July 28, 2016. The Working Group will continue to meet throughout the fall and winter to develop the concept for the entire trail and specifically the content for the first phase of the interpretations to be installed between Wahnish Way and Martin Luther King Jr. Boulevard. Staff anticipates bringing a project update and funding request to the Blueprint Intergovernmental Agency Board in 2017.

SUPPLEMENTAL INFORMATION:

From the earliest stages of these projects, the Blueprint Intergovernmental Agency and the City of Tallahassee have been committed to recognizing the history of the area along FAMU Way and Capital Cascades Trail. In 2015, the City of Tallahassee contracted with FAMU history professors to capture and share stories of the neighborhoods, businesses, and people who lived in the areas surrounding the FAMU Way and Capital Cascades Trail projects with a goal of incorporating this history into the built project. Dr. David Jackson, along with Drs. Reginald Ellis, William Guzman and Darius Young with the FAMU History Department collected information from area residents and produced a historical survey that tells the story of the people, places and events that have helped shape this community.

The HCT project will complement the Capital Cascades Trail and FAMU Way Extension project by celebrating the history, culture, and arts of the neighborhoods these projects touch. The concepts for the various sections of the HCT Project will be developed to ensure consistency in design, although the specific materials and elements may vary.

The first two sections of the Capital Cascades Trail along the FAMU Way Extension project have already been completed and locations for interpretations have been identified between Wahnish Way to Martin Luther King Jr. Blvd. A major task of the Working Group will be developing the content for historical and cultural interpretations throughout this section, which will focus on highlighting and honoring the history of the area.

Using the history professors' survey as inspiration, the Design Works team from the Tallahassee-Leon County Planning Department developed a conceptual design for history kiosks along this section of the trail (Attachment #1). These kiosks will display images, photographs, and historic information about the neighborhoods, businesses, and people of this area. This conceptual design was presented to the FAMU Way Citizen's Committee at their January 2016 meeting.

Working Group Members

The following members of the FAMU Way Citizen's Committee have volunteered to serve on the FAMU History & Culture Trail Project working group:

- Darryl Jones
- Marian Gibbs
- Shauna Smith
- Steve Beasley
- Dr. Will Guzman
- Delores Harpool

Working Group Charge

- Assist in the development of historical and cultural interpretations to be located along the Capital Cascades Trail at FAMU Way
- Work closely with design teams to refine the aesthetic of elements comprising the HCT
- Provide direction regarding the location of interpretations west of Wahnish Way
- Offer guidance and suggestions regarding different types of artistic, cultural, and historical interpretations

RECOMMENDED ACTION:

Information only. No action required.

Action by TCC and CAC: This item was presented as information only to the TCC and the CAC at their respective meetings on August 11, 2016.

ATTACHMENT:

Attachment #1: FAMU Way History Trail Concept presentation to the FAMU Way Citizen's Committee



History Walk Project

January 7, 2016

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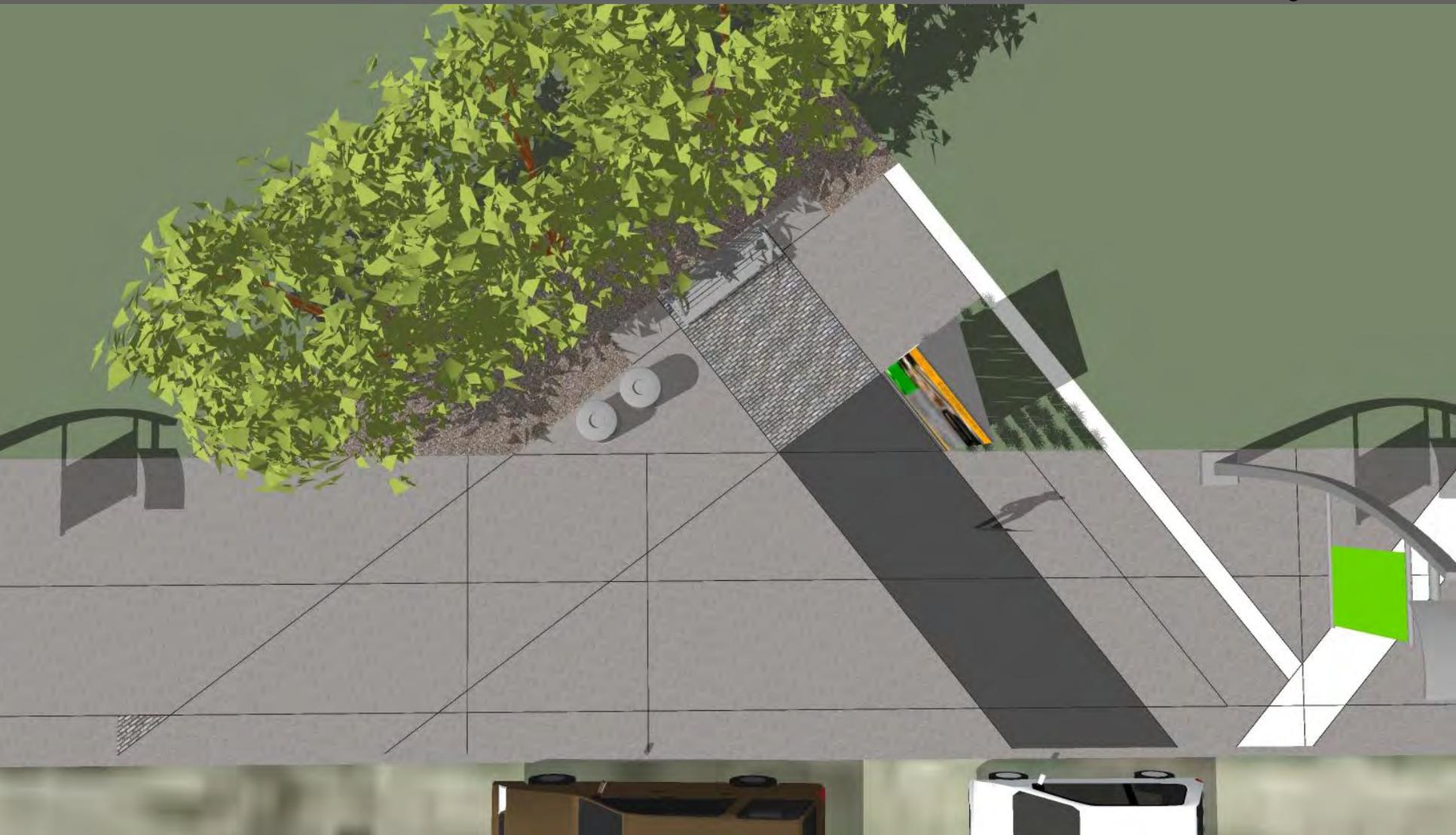


History Walk Project
January 7, 2016



History Walk Project

January 7, 2016



History Walk Project

January 7, 2016



History Walk Project

January 7, 2016



History Walk Project

January 7, 2016



History Walk Project

January 7, 2016









History Walk Project

January 7, 2016



Agenda Item

SUBJECT/TITLE: Status Report on the Operations of the Tallahassee/Leon County Office of Economic Vitality	
Date: September 12, 2016	Requested By: Intergovernmental Agency
Contact Person: Benjamin H. Pingree	Type of Item: General Business

STATEMENT OF ISSUE:

This agenda item provides the Intergovernmental Agency (IA) a status report on the activities of the Tallahassee/Leon County Office of Economic Vitality operations since its establishment on March 1, 2016 including an overview of engagement opportunities, research and business analytics, MWSBE Division and programs, and the director recruitment process. In regards to the long-term strategic plan, VisionFirst Advisors will be presenting this item under a separate agenda cover.

SUPPLEMENTAL INFORMATION:

On February 29, 2016 the Intergovernmental Agency directed the County Administrator and City Manager to establish the Tallahassee/Leon County Office of Economic Vitality through a consolidation of the City and County economic development offices within the IA structure and under the Department of Planning, Land Management, and Community Enhancement (PLACE). In addition, the IA was designated as the economic development organization of record for Tallahassee and Leon County effective March 1, 2016. This new office was modeled in alignment with the proven Blueprint organizational structure whereby the City and County Commissions also recognized the need for investing in and cultivating the evolving economic landscape through a sales tax initiative. On November 4, 2014, 65% of voters approved a 20 year extension of the sales tax, which included a 12% (estimated at \$90.7 million) allocated for the implementation of economic development projects, programs, and initiatives. Finally, the IA approved the hiring of VisionFirst Advisors, LLC, for purposes of developing a long-term strategic economic development plan for the Tallahassee and Leon County area.

In April 2016, the County and City Commissions, respectively, directed their Minority and Women Small Business Enterprise Programs to be consolidated under the Tallahassee/Leon County Office of Economic Vitality effective May 16, 2016. This operational consolidation was a unanimous decision of the MWSBE Programs Evaluation Citizen Committee and has since occurred.

Engagement and Operations

The Office of Economic Vitality is able to fully leverage considerable technical and professional resources which previously resided within the County and City Economic Development and MWSBE Offices, respectively, the Planning Department, GIS, and Blueprint. The economic development ecosystem model being implemented by the OEV ensures accountability, transparency, citizen engagement and professional management of economic development projects, programs, and initiatives while simultaneously leveraging ideas, innovations, and intellectual capital through the continuous coordination of the community's economic development partners.

Over the next several months, staff will be engaged in several marketing opportunities for the Tallahassee-Leon County community. Staff is working with both 850 and Florida Trend magazines to showcase what makes Florida's Capital a great place for business growth and relocation in the January 2017 editions. The Florida Trend spotlight will reach over 250,000 readers, including 10,000 outside of Florida. Staff has also engaged local and social media over summer to inform on OEV efforts as well as to solicit responses for the economic development survey in support of the strategic plan.

Business Engagement Opportunities

Staff has worked diligently to maintain and improve the economic development scope of work, expand upon the collaborative relationships for the Tallahassee and Leon County business community, and ensure no disruption in the management of existing programs. Projects are referred to the economic development organization by the state's public/private partnership arm, Enterprise Florida, through a local partner, or by direct contact. Economic and workforce community partners were engaged in various levels of the processes to ensure that an accurate representation of resources were represented, in accordance with best practices toward increased productivity.

It is important to note that staff is actively engaging all private and public stakeholders; however it is anticipated that the strategic planning process, being led by VisionFirst Advisors, LLC, will also guide and inform development of a comprehensive engagement program of work for the Office of Economic Vitality that will encompass all the partners in the community's economic development ecosystem. In addition to responding to confidential requests for proposals, staff has engaged with two companies that short-listed Tallahassee-Leon County. Today, staff continues to work with one international company considering expansion in our area. Five local business expansion projects across multiple industry sectors have been assisted by OEV staff and other potential expansions have been identified through site visits to area businesses.

Additionally, staff has invested in connecting with local business owners through a site visit program. Since June, OEV has conducted outreach to 22 companies (separate from the outreach conducted in concert with VisionFirst Advisors). During the course of meeting with company leadership, staff have captured an incredible amount of insight about Tallahassee-Leon County's business infrastructure, company needs, and partnership potential. Each site visit and business outreach effort has provided an opportunity to discuss and offer the services provided by the OEV. To prevent loss of information, staff created an initial tracking system to chart the progress of each

client relationship and/or project, and to maintain a shared database of company contacts. As more and more meetings took place, staff recognized the value of investing in a professional client management system that allowed for greater organization and collaboration, and would provide reporting capabilities for tracking staff outreach activity and project management.

Client Management System

During the course of business/partner engagement opportunities over the summer, staff identified the need implement a client relationship management system (CMR) tool to record interactions and support efforts to augment its data collection and visualization capacity. More and more, site selectors and principal executives are seeking information about how well community partners collaborate to achieve economic vitality in their region. To capture collaborative efforts and demonstrate Tallahassee-Leon County's commitment to providing business assistance, staff has contracted with Executive Pulse to monitor and track business development activity in Tallahassee-Leon County. Executive Pulse is a CRM tool developed for economic development organizations. It includes modules for business retention and expansion, business recruitment, and entrepreneurial activity. Each module allows users to track over time how each business evolves using metrics focused on workforce, sales, facility, and project activity. Staff is actively working with its partners to identify the metrics that capture growth at each stage of a business's life cycle – from start-up to expansion – and customizing the CRM to generate reports that will detail our community's progress toward greater economic vitality.

Professional Opportunities

Toward the overarching goal of achieving the highest levels of program performance and to ensure best practice service provision as a leading economic development organization, staff has undertaken several professional development opportunities to further their education and leadership within the profession. This includes participation in the University of Oklahoma's Economic Development Institute and at the Florida Economic Development Council Annual Conference, both of which add credits towards a professional's pursuit of a Certification in Economic Development (CEcD). The International Economic Development Council created the Accredited Economic Development Organization (AEDO) Program that recognizes the professional excellence of economic development entities in North America. In order for Tallahassee and Leon County to be considered for AEDO accreditation to showcase time-tested standards and methods within the profession, team members must be trained in the profession and earn this individual CEcD certification. There are approximately 1,110 Certified Economic Developers (CEcD) worldwide that represent the industry gold standard for excellence in the profession. These opportunities inform the strategy and program of work by the staff, making the Office of Economic Vitality a higher-performing organization and, ultimately, to become only the fourth reported EDO in Florida to achieve industry accreditation.

Policies and Procedures Manual

Local economic development is increasingly regarded as a major local government responsibility. Although local governments play an important role in local economic development, other groups are also involved, including local Chambers of Commerce, private businesses, citizen advisory boards, and others. In addition, many economic development programs are carried out by other entities, including local business organizations, institutions of higher education, and public/private partnerships.

To guide the proper functioning of the Tallahassee-Leon County Office of Economic Vitality, a policies and procedures manual is being developed. The manual will serve as a means to ensure the organization is both effective and efficient, and a good steward of the resources entrusted to its care by the Intergovernmental Agency. The manual will include, as a minimum, sections for governance, personnel, administration, and operations, and specific policies addressing, as a minimum, topics such as:

- Bylaws, Procedures, and Policies;
- Staff Code of Ethics and Standard Conduct;
- Security and Use of Information Technology Resources, Including Email, Internet, and Software Programs;
- Intergovernmental Agency Meeting Schedule and Agenda Development Policy;
- Procurement Policy;
- Purchasing Card and Expenditure Reconciling Procedures; and

Upon approval of the Tallahassee-Leon County Office of Economic Vitality's strategic plan, as presented by VisionFirst Advisors, further policies and procedures will be identified, defined and presented to the IA for approval at the next meeting as incorporated seamlessly into the documents already under development.

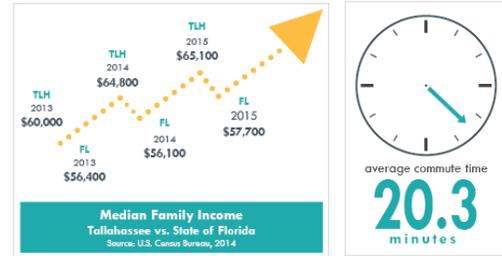
Research & Business Analytics Division

Research & Business Analytics, a division of the Office of Economic Vitality, monitors key economic metrics and current economic trends and conditions important to the local economy. The division is responsible for the production of the community Data Digest, the Major Ongoing & Proposed Developments Report, as well as other publications and specialized reports. The division maintains databases and online resources of economic and demographic data and coordinates joint research efforts with other City/County departments. Additionally, the division provides research support and technical assistance to other City/County staff requiring special expertise in demographics, economic analysis and GIS. The division also implements both quantitative and qualitative analyses for recruitment, retention and expansion activities.

Research Visualization

Moving forward, this division will develop and implement additional data visualization techniques to quickly communicate relevant data and information clearly and effectively to policymakers, the economic development community and the public regarding the economic performance of our community. Pairing data with appealing and illuminating visuals is an effective way to present compelling information about the community.

To that end, infographics have been added to the Data Center to give clear and concise depiction of Tallahassee-Leon County community. This new feature further complements the extensive information contained within the Data Digest, utilizing visual elements as a potent source of community information and will be at www.OEVforbusiness.com/data-center/ on September 12. In partnership with Tallahassee-Leon County GIS, staff is awaiting the release of ESRI Insights for ArcGIS, which will provide a web-based ability for exploratory and interactive analysis using maps, charts and tables in an easy to use and intuitive format. Scheduled for release in early 2017, Insights will provide a clean interface for the analysis of data allowing the user to be able to find patterns in the data, gain situational awareness and explore what-if scenarios. Finally, staff has developed two interactive maps over the summer mapping major ongoing and proposed developments and industry maps showing the location of six major industries in Tallahassee-Leon County. These two new maps are discussed in further detail below.



Mapping of Major Ongoing & Proposed Developments

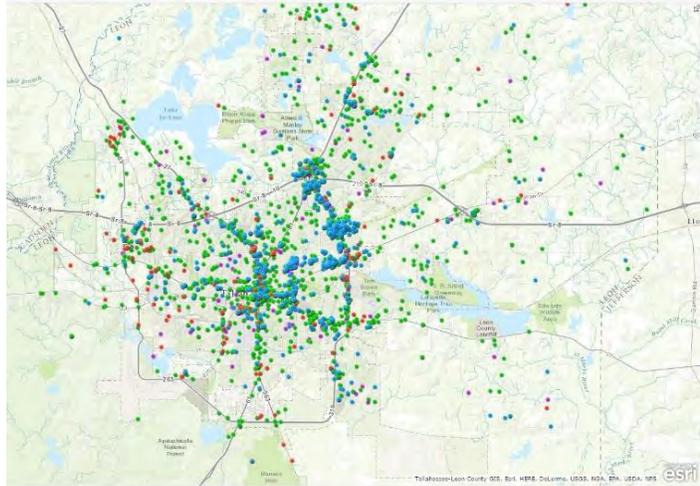
The Major Ongoing & Proposed Developments Report provides key insights and highlights of the major developments and construction in Tallahassee-Leon County. Previously, this report was developed by the Planning Department Research and was produced in excel format. Recently, staff launched a GIS Online Story Map to clearly illustrate all major ongoing and proposed developments in Tallahassee and Leon County with “major” defined as including 20+ residential units and/or 10,000 SF of non-residential space. The geneses of the projects are from City Growth Management and County Development Support & Environmental Management site plan agenda as well as Planned Unit Developments. To keep this report reflective of active developments, projects in the pre-application stage of review are normally included in this report for only one year after respective application review date while site plans (under review or approved) are included for up to three years. New public facilities that will have a significant impact on traffic patterns are also included. The data within the map is available for users for download into an excel format and The Major Ongoing & Proposed Developments Report is available at:



The Major Ongoing & Proposed Developments Report is available at:
www.OEVforbusiness.com/data-center/major-developments/

Mapping of Florida's Capital Industries

Tallahassee/Leon County's economy is characterized by a diverse mix of industries, combining the longstanding strength of well-established legacy sectors with growing leadership in new sectors that yield a diverse array of innovation and opportunities. Several industry clusters excel in the area benefitting from the skilled workforce, major research intuitions and innovative entrepreneurs. In partnership with Tallahassee-Leon County GIS, staff has produced a web mapping application to visually identify the locations of these key industry sector businesses in Tallahassee/Leon County. The Capital Industry Profile Map is available on the OEV website in the Data Center section and depicts the diverse economy and vitality that exists within several targeted industry sectors as identified by Enterprise Florida. These sections include: aviation and defense, life sciences, manufacturing, information technology, and finance and professional services. Staff has also added another sector, creative services and recreation, to demonstrate the strong and emerging creative economy within the community. Finally, staff developed another layer to the map that shows the location of innovation and research centers. The Capital Industry Profile Map can be found on www.OEVforbusiness.com/data-center/capital-industry-map/.



It is important to note that the key industry sections highlighted in this map are based off Enterprise Florida's targeted industries and may change once an in-depth and methodical targeted industry cluster analysis has been completed for Tallahassee-Leon County. The last time a targeted industry analysis was performed was in 2004. Staff will also develop industry business briefs for each cluster that will be available for download on the website and used during conferences, familiarization tours, and general business development activities. Each printable document will provide a comprehensive analysis of the cluster and a snapshot of companies that serve the industry in the community.

Moving Forward with Economic Data Intake

Economic Modeling Specialists International (EMSI) software is a powerful web-based labor force analytics tool to help make data-driven decisions. EMSI Developer is used by hundreds of economic development organizations across the country, providing tools for strategic planning, business attraction, workforce/labor market analytics and overall long-term economic planning. The availability of skilled labor is the No. 1 factor in site selection decisions, according to *Area Development* magazine. EMSI Developer provides the labor force analytics tools to help focus and strengthen business attraction, retention and expansion efforts, monitor the health of local industry clusters for stronger business engagement and retention, and provides the labor market and economic insights to enhance the strategic plan. The Research & Business Analytics team has

completed the coursework required and achieved EMSI Certification, certifying their knowledge of EMSI data and methodology.

In addition, beginning in the first quarter 2017, staff will begin participating in the Council for Community and Economic Research (C2ER) Cost of Living Index. Produced quarterly since 1980, the quarterly Cost of Living Index provides a useful and reasonably accurate way to compare cost of living differences between urban areas weighted by different categories of consumer expenditures. This research tool will allow staff to make accurate and reliable cost of living comparisons between Tallahassee/Leon County and any of the nearly 300 other participating cities and counties across the United States. This will allow for an apples to apples comparison of the living cost of our community to others across the country. As stated previously, data is driving a large percentage of decision-making in economic development and OEV is working to ensure that new data resources and reports concisely present the necessary information clearly and concisely.

Finally, staff is collaborating with Domi Station and the International Economic Development Council to identify the metrics necessary for monitoring entrepreneurial activity in Tallahassee/Leon County. Capturing and analyzing this information will help staff respond to entrepreneurial needs and identify important trends in the local entrepreneurial landscape.

Minority Women Small Business Enterprise Division

On May 16, 2016, the County and City MWSBE Programs were consolidated under the Office of Economic Vitality with the goal of streamlining programmatic efficiencies for the certification process, contract monitoring and providing access to City/County procurement opportunities. Currently, MWSBE staff consists of one deputy director and two coordinator positions with all personnel and operating costs to be split 50/50 between the City and County. Staff has been focused upon reviewing the City and County policies, office procedures, and technical resources to optimize the functions associated with vendor certification, MWSBE contractual participation and monitoring, as well as developing strategies for cross training and efficiency improvements to daily operations.

Programmatic Efficiencies

As mentioned previously, while the City and County MWSBE offices have been consolidated into one division with the Office of Economic Vitality, each entity's MWSBE programs are being administered separately until the completion of the disparity study which will include a recommendation on a uniform policies and procedures for the City, County, and Blueprint. However, staff has been working diligently to identify procedures that can streamline and improve daily office procedures. To that end, staff has modified and updated the MWSBE Certification and Recertification Applications to allow for one application to be submitted for certification or recertification within the MWBE or SBE programs, available both electronically and in paper format. In addition, a reduction in file space will be realized with the maintenance of a singular set of certification files, which has eliminated the necessity of duplicated information resulting in the reduction of paper usage. It should be noted that once the disparity study is completed and a set of uniformed policies are in place, staff will revise the certification applications to reflect the newly adopted policies. Staff has also received positive comments relative to the ease of access to staff given the new downtown location.

In order to continue to strive to meet performance goals and standards of both the City and County, staff has reviewed the previous set of benchmark data that was tracked by both MWSBE offices. The following performance goals will be monitored by the Division and updated once the disparity study is concluded and a uniform set of policies and procedures is identified:

- Percentage of MWBE utilization annually
- Percentage of MWSBE Analysis statements reviewed within 4 business days of the bid or request for proposal closing 95% of the time
- Percentage increase of certified MWSBE vendors
- Percentage of Pre-solicitation Meetings attended to determine MWSBE utilization

Contract Compliance Monitoring

The B2Gnow Contract Compliance Monitoring System was implemented for County staff for the purpose of tracking certified MWSBE certifications and expenditures. B2Gnow also has the capability to provide contractual monitoring and reporting of MWBE, non-MWBE, and Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (DBE/ACDBE) participation within contracts.

Due to the consolidation of the City and County offices, staff has established a B2Gnow Integration and Implementation Work Group, consisting of OEV-MWSBE/DBE, Procurement, Information Technology, Finance, Budget, DBE, ACDBE, and Blueprint staff from the City of Tallahassee and Leon County respectively. The focus of the group is to identify City and County organizational needs that can be accommodated through the anticipated expansion of the B2Gnow Contract Compliance Monitoring System. Workgroup discussions have included the integration of City data that will allow for individual organizational and comprehensive contractual monitoring and reporting of MWBE, DBE, and ACDBE programmatic activity for the City, County, and Blueprint, as applicable. In addition, the workgroup has identified the need for conducting an internal gap analysis with City staff; and, the necessity of obtaining B2Gnow feedback and recommendations relative to the gap analysis, system expansion as well as functionality needs. The end result will be a system which not only meets current needs; but, also addresses future needs based upon the IA's approved recommendations resulting from the pending MWSBE Disparity Study.

MWSWBE Advisory Committees

Based upon the approved realignment of the City and County's MWSBE/DBE programs under the Office of Economic Vitality, staff is recommending the MWSBE Program Advisory Committees be consolidated for improved efficiency and support to the consolidated MWSBE Division.

Currently, Leon County's Citizen Advisory Committee for the County's Minority, Women, and Small Business Enterprise (MWSBE) Division monitored the progress of the program relative to the goals established by the Board. This citizen committee is responsible for reviewing and recommending policy alternatives and to provide recommendations relative to certification appeals. Each County Commissioner makes an appointment to the Committee for a total of seven members. Committee terms are for a two year period with four appointments expiring on January 31 and three appointments expiring on May 30, with reappointments limited to three consecutive

terms. If a vacancy occurs, the new appointment fills out the remainder of that term. The City's Minority Business Enterprise Advisory Committee for the City's former MBE Office, advises the City Commission of programmatic issues and provides recommendations relative to the daily operations, policy development, and certification appeal hearings. Currently, the Mayor appoints nine members to the Committee. Committee terms are for a three year period, with reappointments being limited to the second term. Current, Committee memberships for both the County and the City can be found in Attachment #1.

The proposed consolidated committee's responsibility will remain consistent with the previous committees and will be responsible for reviewing and recommending policy alternatives and to provide recommendations relative to certification appeals. In addition, staff is recommending that a consolidated MWSBE Advisory Committee be comprised of 11 members for a two year terms with vacancies being filled for the remainder of the term; and, reappointments will be limited to two consecutive terms. It is recommended that the make-up of the Committee be as follows:

- Four appointees from the City Commission;
- Four appointees from the County Commission;
- One appointee from the Big Bend Minority Chamber of Commerce;
- One appointee from the Capital City Chamber of Commerce; and,
- One appointee from the Greater Tallahassee Chamber of Commerce.

Lastly, staff is requesting that the Intergovernmental Agency (IA) direct staff to place on each Commission's agenda the modification of current policy relative to the former MWSBE Advisory Committees for each jurisdiction respectively to reflect staff's recommendation. The appointment process for the each Commission's appointments will follow the process for that entity's advisory Boards and Committees.

Disparity Study Request for Proposals

In addition, staff is working with the City Purchasing Department and the City Attorney to issue the Request for Proposal (RFP) for a disparity study in accordance with the purchasing procedures for the Intergovernmental Agency. Funding for the disparity study has been allocated by the County (\$250,000) and City (\$300,000) as part of the FY 2016 budget. By collaborating in a joint County/City disparity study there could be a potential cost savings; however, the inclusion of anecdotal analysis and other items to be included in the scope of work may result in additional costs to the study. The scope of work includes the following:

- Anecdotal analysis of the MWSBE Program, which is designed to explain and interpret statistical findings. Courts have ruled that the combination of disparity study findings and anecdotal evidence provides the best evidence demonstrating the existence of historical discriminatory practices, if any.
- Develop a Tiered Certification Program taking into consideration other programs including but not limited to the City of Tallahassee's UCP Program and the FDOT DBE certification process. Modifications to existing certification thresholds and size standards, if necessary.
- Define measurable goals and benchmarks.
- Examine methods to ensure contract compliance, monitoring and enforcement.

- Develop a uniform MWSBE policy for the County and City, which includes an evaluation policy for applying the MWBE targets to awarding projects.
- Review and update the City's DBE Plan
- Expenditure analysis for all County, City, and all other related agencies (i.e. CRA, CDA, and Blueprint).
- Consideration to allow MBE or WBE primes to count self-performed work to meet the aspirational targets for the applicable category.
- Develop a Mentor-Protégé Program for certified MWSBE vendors.
- Modifications to the SBE program including but not limited to: graduation requirements, increase the set aside ceiling for SBE projects to at least \$250,000, and automatically certify MWBEs as SBEs, when eligible.

The RFP is currently in legal review and will be released in mid-September with proposals due at the end of October. The RFP will be available for 30 days with a mandatory pre-bid meeting. Staff will then evaluate the responses and present it for approval.

Upcoming Events

In order to continue to leverage ideas, innovations, and intellectual capital, OEV staff is assisting with the coordination of several events over the next few months such as Minority Enterprise Development Week, Leon Works and E-month. More information on each of these events is detailed below.

Minority Enterprise Development Week

The MWSBE Division is assisting with the coordination of the Big Bend Minority Development Enterprise (MED) Week, which will be celebrating this 24th annual recognition week from October 3 – 6, 2016. The theme for this year's event is "Minority Supplier Development: Investing in the Future" and will focus on outstanding achievements and contributions made by small and minority businesses. The MED Week Committee is comprised of members from non-profit organizations, state and local government agencies, educational institutions and minority business owners and is ultimately responsible for a strong commitment in supporting opportunities for minority women and small businesses with MWSBE spearheading the coordination of the week-long celebration. The event also offers workshop sessions to assist business owners with tools to improve their practices. The event will culminate with a Business Awards luncheon to honor the Reggie Rolle Economic Development Champion of the Year, an award presented to those that demonstrate excellence in professional, economic and community development.

Leon Works 2016

The Leon Works Expo will be hosted on Thursday, October 20, 2016 at Lively Technical Center. This Expo will host more than 300 high school students and scores of other job seekers interested in finding new opportunities in the skilled workforce. All attendees at the Expo will be seeking more information on certifications, apprenticeships, and educational opportunities. The morning session will be exclusively for high schools students preparing to enter the workforce as they look to make connections with employers and academic institutions for opportunities in skilled careers. This session begins at 8:30 a.m. and ends at 12:30 p.m. The afternoon session is open to anyone in the community actively looking for new career opportunities. Free headshots, interview

preparations, and workshops on professionalism will be available for all attendees. This session begins at 1:00 p.m. and ends at 3:00 p.m.

E-Month 2016

Building off of last year's success highlighting entrepreneurship in Tallahassee-Leon County, the Office of Economic Vitality will spearhead the 2016 E-Month effort. E-Month brings together community members to celebrate the local entrepreneurial ecosystem with a series of events focused on launching, growing, and assisting entrepreneurs and start-up companies. Representatives across public, private, business, and educational sectors will meet to coordinate and promote a slate of events for November, designated E-Month. Staff is currently engaging all stakeholders in the preparation of activities celebrating the entrepreneurial spirit of our community. A full calendar of events will be provided for cross promotional opportunities.

Director Recruitment Process

In July 2016, the Office of Economic Vitality entered into an agreement with VisionFirst Advisors to conduct a search for the Director position. In addition, the position was re-advertised through City and County Human Resources and was distributed broadly across the nation through professional connections to the International Economic Development Council (IEDC), Florida Economic Development Council (FEDC), and Southeastern Economic Development Council (SEDC). At the time of writing this item, four candidates have been identified by VisionFirst Advisors and were vetted by staff, with one candidate emerging and brought before a nine panelist interview committee on September 1. A detailed update on the Director's recruitment process will be presented orally to the IA during the September 12, 2016 meeting.

CONCLUSION:

As discussed throughout this item, the Tallahassee/Leon County Office of Economic Vitality is working diligently to create a one-stop-shop for the community's economic development needs. As directed by the IA, these efforts include the development of the first-ever strategic plan to guide our community's economic development efforts and objectively evaluate our progress over time toward goal achievement. The new office also provides an enhanced level of service for cross departmental coordination for collection and utilization of data, implementation of projects and initiatives throughout the planning, land management and economic development spectrum, which is all conducted in an open, inclusive and transparent manner.

OPTIONS:

- Option 1: Accept the Tallahassee/Leon County Office of Economic Vitality Status Report.
- Option 2: Direct staff to place on each Commission's agenda the modification of current policy relative to the former MWSBE Advisory Committees with the responsibility for reviewing and recommending policy alternatives as well as provide recommendations relative to certification appeals. The consolidated committee will comprise of the following:
- Four appointees from the City Commission;
 - Four appointees from the County Commission;
 - One appointee from the Big Bend Minority Chamber of Commerce;

- One appointee from the Capital City Chamber of Commerce;
- One appointee from the Greater Tallahassee Chamber of Commerce.

Option 3: Do not accept the Tallahassee/Leon County Office of Economic Vitality Status Report.

Option 4: Intergovernmental Agency Direction.

RECOMMENDATION:

Options #1 and #2

ATTACHMENT:

Attachment #1: City and County MWSBE Advisory Committee Current Appointments

Current MWBE Advisory Committees Membership for the City of Tallahassee and Leon County

LEON COUNTY MWSBE ADVISORY COMMITTEE		
<u>Member Name</u>	<u>Appointed By</u>	<u>Jurisdiction</u>
Christi Hale	Commissioner Dailey	Leon County
Joanie Trotman	Commissioner Desloge	Leon County
Jacina Haston	Commissioner Dozier	Leon County
Michelle Wyrick	Commissioner Lindley	Leon County
Ted Parker	Commissioner Maddox	Leon County
Paula Duncan	Commissioner Proctor	Leon County
Barbara Westcott	Commissioner Sauls	Leon County
CITY OF TALLAHASSEE MWSBE ADVISORY COMMITTEE		
<u>Member Name</u>	<u>Appointed By</u>	<u>Jurisdiction</u>
LaRoderick McQueen	Mayor Gillum	City of Tallahassee
Frank Williams	Mayor Gillum	City of Tallahassee
Ruth Robert	Mayor Gillum	City of Tallahassee
Tony Shah	Mayor Gillum	City of Tallahassee
Carol Rippee	Mayor Gillum	City of Tallahassee
Brian Sealey	Mayor Gillum	City of Tallahassee
George Johnson	Mayor Gillum	City of Tallahassee
Vacant	Mayor Gillum	City of Tallahassee
Vacant	Mayor Gillum	City of Tallahassee

CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA

BLUEPRINT

INTERGOVERNMENTAL AGENCY

Board of Directors Meeting Minutes
June 20, 2016
3:00 pm, City Commission Chambers

MEMBERS PRESENT

<u>County</u>	<u>City</u>
Commissioner John Dailey	Mayor Andrew Gillum
Commissioner Kristen Dozier	Commissioner Scott Maddox
Commissioner Nick Maddox	Commissioner Curtis Richardson
Commissioner Mary Ann Lindley	Commissioner Nancy Miller
Commissioner Bill Proctor	Commissioner Gil Ziffer, Chair
Commissioner Bryan Desloge	

CITY/COUNTY STAFF

Ben Pingree, PLACE	Vince Long, Leon County
Charles Hargraves, Blueprint	Alan Rosenzweig, Leon County
Shelonda Meeks, Blueprint	Ken Morris, Leon County
Angela Ivy, Blueprint	Wayne, Tedder, COT
Debra Schiro, Blueprint	Tony Park, Leon County
Autumn Calder, Blueprint	Allie Fleming, COT
Megan Doherty, Blueprint	Regina Glee, Leon County
Cristina Paredes, OEV	Cassandra Jackson, COT
Lindsay Volpe, OEV	Matt Cavell, Leon County
Dan Lucas, OEV	Hilda Gilchrist, COT
Shanae Wilks, OEV	Charles Brown, COT
LaTanya Raffington, OEV	Gary Zirin, Leon County
Chris Edwards, OEV	Alison Farris, COT
Jeremy Floyd, Planning	Vincent Evans, Leon County
Patrick Twyman, COT	M'Lisa Ingram, COT
Rita Stevens, COT	Lew Shelly, COT
Catherine Jones, Leon County	

OTHERS PRESENT

Maribel Nicholson- Choice, Greenberg Traurig*	Gray Swoope, VisionFirst Advisors
Melissa Medley, VisionFirst Advisors	Neil Fleckenstein, Blueprint CAC
Nancy Blum-Heintz, VisionFirst Advisors	Alan Stucks, Blueprint CAC
Griff Salmon, VisionFirst Advisors	

* Indicates Blueprint 2000 General Engineering Consultant

Commissioner Gil Ziffer called the meeting to order at 3:05 pm with a quorum. Ben Pingree stated that it was also the soft launch of the new Office of Economic Vitality's website. It came through a joint city-county effort that the team was quite proud of. He noted that it was what guests had seen scrolling along the screens in the Commission Chambers. Staff was extremely excited about it and all the various attributes and user friendly interactivity that was incorporated in it.

I. AGENDA MODIFICATIONS

Item 8, Review of a Proposal to Acquire Ames Sink Property, was removed from the agenda at the request of staff.

II. CAC CHAIRMAN'S REPORT

Neil Fleckenstein stated that at the June 2, 2016 CAC meeting the committee heard a great presentation on the progress of the Office of Economic Vitality. It was an in-depth conversation and the CAC also shared feedback with the VisionFirst Advisors team that was working on the strategic plan. The takeaways from that conversation were that there is a tremendous amount of interest and excitement about the opportunities presented by a more unified approach to economic development. As the community continued to engage in conversations about how to move forward on the issues related to economic development it would be essential to ask 'Who was not in the room? Who was not involved in that conversation?'

Many of the usual suspects attended the meetings and strategic planning sessions. However, moving forward, it would be important to know who was not involved in that conversation and who would the team benefit from hearing from; be it the nonprofit sector, the disabled community, the conservation community, minority communities, senior community, etc. He strongly encouraged VisionFirst Advisors and the Board to engage the broader community groups and make every effort to gain their input as well.

A third point that coalesced around a couple of different comments was that many citizens had traveled to places that have they have healthy economies but did not necessarily have a strong sense of community. Or maybe there was a disconnect in the balance between improved areas and the natural environments. Or maybe there was little appreciation for the for the characteristics that made those communities distinct. He stressed the importance of, as Tallahassee continued to grow and develop through the focus on community assets of economic development, anchoring that work in the resources in our community because that was what distinguished Tallahassee and cause it to stand out in Florida and across the US.

Regarding the Debbie Lightsey Nature Park Concept, the CAC was in full support of. JR Harding, the Disability Rights Advocate on the CAC, provided excellent commentary on the importance of

getting feedback from the disabled community throughout the planning process. From the initial planning through to design and implementation to ensure universal access to all.

III. INFORMATION ITEMS

1. CAC Meeting Minutes (February 29, 2016)

This item was presented as informational only.

2. Blueprint Project Updates

This item was presented as informational only.

Regarding the sound wall, Commissioner Maddox stated that with the possibility of redevelopment of the property immediately behind it, the City could require, through a development agreement with the owner or developer, the incorporation of sound barriers into their projects. This could be accomplished in a seamless manner in a way that would have greater results for the neighborhood. Much greater than building something that, quite possibly, could be a detriment to the property around it or would have to be torn down to accommodate the development of property. It seemed to him that the goal of the neighborhood was to reduce noise from the Amphitheater. If the Board could find a more efficient way to accomplish that it would be incumbent upon them to do so.

Commissioner Dozier reminded the Board that the wall only covered a very small portion of the houses that were affected by the sound of the first place. Other mitigation options could and should be considered. Furthermore, she stated that it was almost one year since the Board voted in favor of the wall and that the neighborhood anticipated that the Board would have moved more quickly on the subject. She recognized that staff had accomplished a significant amount of work on the project in that time and still questioned the City's timeframe for improvements and long-term solutions. She also questioned how the sound of the train would affect the park. The reverberations of that sound back into the park and into downtown could create cascading problems in other areas. If a wall was pursued, she strongly encouraged the use of sound-absorbing material and further exploration of methods to address the issue.

Commissioner Lindley stated that she was pleased with the forward progress whether it was in addition to or instead of a wall. She understood that there might be feelings of impatience however, she felt that the residents understood that the Board, and the City Commission, was working toward a resolution. Staff was evaluating alternatives and the next step would be dependent on the proposal to and approval by the City Commission. She did not feel that an adjustment in the Boards position was warranted at that time. As additional information became available, maybe in September, that could be addressed.

Commissioner Dozier stated that her impression from staff was that if the Board did not make a change in the June meeting, that they would begin moving forward with design. Charles Hargraves clarified that staff was ready to begin the survey work. With that clarifying information, Commissioner Lindley agreed that the Board owed it to the residents to find the best possible long-term solution. She understood that it might be disappointing to the neighbors however, they all share the same goal.

Commissioner Scott Maddox moved that the Board delay action on the item until additional information could be gained from the City regarding the possibilities of development of the City property and any or all sound barriers that would be part of that. Also, an agenda item would be included at the September 12, 2016 meeting providing data for the Board to make an informed, holistic decision. Commissioner Desloge seconded the motion.

Commissioner Proctor questioned if there was a statute of limitations in terms of how much hand-holding that had been committed to the neighbors over sound issues. Understanding that everyone deserved justice, it seemed to him that the Board had spent an inordinate amount of empathy and time on sound being extraordinarily correct and attained at just the right pitch for every single person who raised a voice. He compared it to other areas of the community that were also impacted by sound, such as those near the airport, that were significantly affected yet received no conversation or consideration.

Mayor Gillum requested that the September agenda item include the complaint history since the opening of the park in March 2014 to allow the Board to correlate an event with the complaints and the nature of the shows. If out of a one-year period, there were ten complaints, the Board needed to assess the meaning and determine what value they would assign to it. He also requested that the item include a comprehensive set of considerations for the wall. For instance: what were the increased chances of graffiti, abatement and the costs associated with it? Were there request for the wall to be extended to cover more areas that may or may not help? How scientifically reliable was the assessment, on both sides of the wall for impact? He felt that it was consistent with the concerns expressed earlier. And that the Board acted in response to what residents clearly identified to be an issue. However, the jurisdiction of the Board was larger and necessarily more comprehensive than the limited view of one or two neighborhoods.

Commissioner Ziffer stated that the Board had clearly demonstrated, by the numerous conversations had, that they were concerned and had every intention of finding a solution. He appreciated that one of the potential opportunities before them could alter the trajectory of the project. He felt that it was prudent for the Board to follow through on the evaluation of it.

The motion passed unanimously.

IV. CONSENT ITEMS

3. IA Meeting Minutes (February 29, 2016)

RECOMMENDED ACTION:

Approve Option 1: Approve minutes as provided.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

4. Acceptance of FY 2015 Comprehensive Annual Financial Report (CAFR) and Appropriation of FY 2015 Operating Fund Balance

RECOMMENDED ACTION:

Approve Option 1: Accept the Fiscal Year 2015 Performance Report

Action by TCC and CAC: The CAC unanimously accepted the Fiscal Year 2015 Performance Report. The CAC suggested turning this into a publication for distribution. This item was not presented to the TCC.

Commissioner Desloge move the consent agenda. Mayor Gillum seconded the motion. It passed unanimously.

V. GENERAL BUSINESS – 2020 Sales Tax Extension

5. Tallahassee/Leon County Office of Economic Vitality Operational Status Report and Strategic Plan Progress Report

Ben Pingree stated that it was a great pleasure to begin presentation on the Office of Economic Vitality item. As the Board would recall, it was less than three short months ago that the Intergovernmental Agency gave direction to stand up a new, vibrant, and fully engaged Office of Economic Vitality. Staff did just that and had made great progress in the interim. Mr. Pingree shared some of the success Office of Economic Vitality to date and the daily mission of Office of Economic Vitality: to assist the community to grow, to constantly innovate, never to rest on its laurels, and to have the greatest experiences for its citizens and visitors.

Cristina Parades, the Deputy-Director of Operations and Engagement for Office of Economic Vitality introduced the new highly interactive state-of-the-art website. Within three clicks users could access almost any research that OEV anticipated to be highly utilized. She walked the Board through some of the key features including statistical data and a story map to help visualize some of the elements of Leon County and Tallahassee. Other features were the ability for users to search for buildings on their own, heat-mapping of construction trends and soon to be included, heat-mapping of economic trends.

Mr. Pingree stated that the strategic plan would be the piece that would guide Office of Economic Vitality forward. He introduced Gray Swoope of VisionFirst Advisors who spoke to the interview process with community stakeholders and the development of the strategic plan.

Commissioner Proctor stated that economic development was somewhat abstract to him. He stated that he would like to see a portion of the funding allocations for economic development specifically focus on South City and Bond communities. Furthermore, he questioned what would be done with the co joining of the MBE offices and the commitments to fund disparity studies for the City and County. Would it be one study for both entities? How would those entities remain eligible? Who would ensure that their operations and decisions would be respected?

Lastly, on the issue of mental health, Commissioner Proctor felt that it was important to bring to the region something that would be profitable and provide service that did not exist in the community. He strongly encouraged that a portion of the funding allocations be used to establish an industry that linked into the available and existing infrastructure, such as hospitals and medical schools.

Commissioner Dozier stated, regarding the EDCC, that it was a group of organizations that focus on business development. That there was not, to her knowledge, a business owner included unless they were serving in a volunteer position through one of the included affiliations. She questioned Mr. Swoope on his opinion of the structure and membership of the EDCC and what about it needed to be different.

In response, Mr. Swoope stated that he appreciated Commissioner Dozier's observation. During his presentation he mentioned that there several good missions of the affiliated groups. However, the concern came in looking collectively at economic development as a whole for the community. The piece that Office of Economic Vitality, VisionFirst Advisors, and the EDCC would work from was the intersections of those missions; where they conflicted or agreed. His personal concern was that it not become a mission to suit a funding mechanism. It was too early in the process to make a recommendation however his observation of the process and listening to the voices of the many groups, the real challenge will be creating a vision and mission that those varying groups can work collectively on; that effectively utilized the funds for economic development. He worried that the business voice, the customer for economic development, was absent in the EDCC. It was early in the process still however it was a piece that needed to be taken into consideration as they moved forward.

Commissioner Dozier questioned if, VisionFirst Advisors was already thinking that the group the Board designated to hear the draft, would have a unique perspective, because they come from all these organizations, would it be in the best interest of everyone to have a group that could have

those raw and in-depth discussions and provide the Board with feedback on that draft from business leaders. Mr. Swoope agreed. The EDCC was a great group of community leaders and the missions by their selves are admirable. In looking at economic development strategy though, having that independent business voice and the knowledge of how the strategic plan would impact them as a whole, makes for a vibrant economy that elevates Tallahassee to the next level. Yes, it would be good to have that voice somewhere in that process.

Commissioner Dozier stated that she was not suggesting changes to the EDCC however, she felt that it was good staff direction. She did not think that the Intergovernmental Agency needed to appoint people to a second committee however, staff could assemble a diverse group of business people.

Commissioner Miller stated that she too was interested in the fact that there was not a business owner, or significant person of record at least, representing the Chamber, as a business in the community on the EDCC. She felt that it would be very important for people to attend that meeting with the EDCC when the VisionFirst Advisors report is presented to them.

Another concern was the fact that neither the City nor the County included implementation in their budgets. She questioned how it was envisioned to be executed. She imagined that the Board would receive the report, prompting the conversation that would grow in depth to determine the actual implementation plan. Additionally, she recognized that Neil Fleckenstein expressed the importance of the overarching goal: to genuinely recognize Tallahassee for what it is and what its big assets are as far as quality of life is concerned. No matter what the identity of the City or the draw here, most people, as was evidenced in the report, seem to like living in this area. It is important that the essence of the quality of life is preserved while moving forward with the economic development plan.

Commissioner Miller stated that she thought that all of the changes were constructive and allowed the Board to move forward in addressing the economic development shortcomings with an aggressive plan. Having the strategic plan in place would allow for the team to “hit the ground running” in 2019 when sales tax collections began as Blueprint had done in the past with infrastructure projects.

Commissioner Richardson stated that one of his top priorities as a Commissioner and member of the Board, had been to ensure that decisions and actions in development were equitably distributed throughout the community. He spoke primarily to the Frenchtown and Southside areas and how Office of Economic Vitality would bring economic development to those parts of our community that currently were seriously lacking in that regard,

He, like Commissioner Proctor, would like to see concrete plans for tangible progress. He understood that the individual Commissions were taking action however, he requested a comprehensive strategic plan that would drive development, specifically along the South Adams and South Monroe corridors and into south-side communities, that was long overdue. He did not think that further study was necessary to once again outline the issues. What was needed was concrete action and that was what he wanted to see moving forward.

In regard to operations and funding structure that Commissioner Miller mentioned, Mayor Gillum stated that he did not assume that the only work the EDCC or OEV would do would be the implementation of the \$90M allocation by themselves. For instance, if the Commission and OEV were to recommend a set of projects that would absorb the totality of those dollars the Board would still have to do economic development and recruitment retention work. OEV was the established identity for economic development for the area. He hoped that with the recommendation would come conversation not only about the \$90M but also, the long-term sustainability of the department.

From the VisionFirst Advisors team, Mayor Gillum stated that he was most interested in seeing was, following a thorough analysis of Tallahassee's assets, the drilling in on the targeted industry sectors. It was important to him because throughout the strategic plan interview process with community stakeholders, there would be multiple opinions shared about what was or was not occurring in regards to recruitment. He felt that the work would be in hearing those opinions and articulating that the community was or would be best positioned to take advantage of a particular opportunity. That would in turn inform where the Board invested in incentives, resources, etc.

Furthermore, he also felt that it would be interesting would be the feedback from local or existing business support. The Commissions had been criticized for appearing to "play favorites" by actions that help to prop up or stand up what already was in existence. That, to him, was undervaluing the incumbent businesses in the community that might be on the cusp of growth to that next level of business development opportunity. However, the support that currently existed was targeted at recruitment versus growth of the existing business.

Mayor Gillum stated that he understood that it was challenging to figure out and was probably much more art than science. However, communities struggled with what to do when existing companies wanted to grow and that growth could be the difference between an influx of new, high paying jobs and the ability to keep that company in Tallahassee versus the shiny and new recruitment. Where a new company is attracted and also holds the potential of new jobs. Both were valuable however, the first company could potentially hold more value because it was pre-existing.

Commissioner Dozier stated that, as Mr. Pingree and Mr. Swoope spoke to in their presentations, the data had been around for a long time. There had not previously been one forum or organization

or program that could solve it all. She stated that she hoped to see it merge into the joint housing meeting in October. It could be that the issues needed to be addressed through different angles but could be used to strengthen other areas as well.

RECOMMENDED ACTION:

Approve Option 1: Accept the status report.

Action by TCC and CAC: This item was presented to the CAC.

Commissioner Dozier moved Option 1 and provided the ability for staff to assemble a group of business stakeholders to reflect on the draft strategic plan and provide comment to the Board at the September 12 meeting. Mayor Gillum seconded the motion.

Mr. Pingree stated that he thought that the structure and focus of the stated system are as strong as had been seen. VisionFirst Advisors had been directed from day one to the specificity and frankly the science, as much as the art, which too often described the work of economic development, should be utilized in the strategic plan. Clear metrics and goals were necessary along with world-class data and the understanding that Office of Economic Vitality could not be everything to everyone. They could however, utilize the opportunity to separate the wheat from the chaff on what was and was not a targeted industry sector; define where they should focus the limited resources with full transparency and accountability, and outline how it would be implemented through specifics that the Board could really chew on.

He further stated, to Commissioner Miller's comment, that Office of Economic Vitality did not presuppose what the budget would be. Staff did feel that there was adequate time to achieve the recommendations proffered by the Intergovernmental Agency. The budget proposal that was also before them was a tremendous next step in that process. He welcomed the input from Commissioner Dozier in ensuring that staff was touching the business community. In addition to the EDCC and CAC. Regarding MBE, Mr. Pingree stated that there would be more information available at the September meeting however, the RFP for the Disparity Study would be issued in the forthcoming week. Staff anticipated having an agenda item in the September 12, 2016 for the Intergovernmental Agency to select a consultant to begin that important work. That study would lead to the full consolidation of the MWSBE office within Office of Economic Vitality.

Commissioner Richardson wanted to ensure that the committee of business people to also review the strategic plan would be as representative as possible of the community without becoming too unwieldy. Mr. Pingree stated that was a high priority. Secondly, Commissioner Richardson stated that he had recently been made aware of concerns about staffing, or rather the lack of staffing, at the combined MBE office. He understood that the City MBE office had been understaffed to the point that staff could not make site visits. He thought that was a big criticism of the office and

requested that staff address those concerns in the September agenda item. Mr. Pingree agreed and stated that Office of Economic Vitality would be evaluating alternatives to maximize the benefit and the positive impact of the program with the limited resources available.

The motion passed unanimously.

VI. GENERAL BUSINESS – Blueprint Intergovernmental Agency

6. Election of Intergovernmental Agency Vice-Chair

Ben Pingree stated that in accordance with policy the next Vice-Chair to be nominated for the forthcoming cycle would be a County Commissioner.

RECOMMENDED ACTION:
Approve Option 1: Elect a Vice-Chair.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Nick Maddox stated that it was his pleasure and honor to nominate Commissioner MaryAnn Lindley to Vice-Chair of the Intergovernmental Agency. Commissioners Dozier, Desloge, Miller and Daily seconded the motion. It passed unanimously.

7. Adoption of Blueprint’s Internal Control Policy No. 106

Ben Pingree began a summary of the item when **Commissioner Desloge moved approval. Commissioner Nick Maddox seconded the motion.**

RECOMMENDED ACTION:
Option 1: Approve the adoption of Blueprint’s Internal Control Policy No. 106 with an effective date of August 1, 2016.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

The item passed unanimously.

8. Review of a Proposal to Acquire Ames Sink Property

This item was pulled from the agenda.

9. Approval of the Debbie Lightsey Nature Park Concept

Ben Pingree stated that Blueprint sought approval of the concept design which drew significant volunteer hours in the development of the idea for the 113-acre park that was previously acquired for stormwater mitigation

Commissioner Lindley moved Option 1; Commissioner Daily seconded the motion.

RECOMMENDED ACTION:

Options 1: Approve the Debbie Lightsey Nature Park Concept.

Action by TCC and CAC: This item was not presented to the TCC or CAC.

Commissioner Miller stated that Commissioner Lightsey phoned her just prior to the meeting to state that she had been unavoidably detained. She requested that Commissioner Miller convey that her absence was not due to lack of interest; that she had previously attended many of the planning meetings and was delighted with and strongly in favor of the project and the concept design.

The item passed unanimously.

Charles Hargraves requested acknowledgement of the local chapter of the American Society of Landscape Architects who donated their time and effort during the design charrettes.

10. Approval to Enter into a Joint Partnership Agreement with the Florida Department of Transportation Regarding Improvements to Woodville Highway

Ben Pingree stated that Blueprint sought the approval of the IA to enter into a JPA with FDOT to fund the construction of improvements on Woodville Highway between Capital Circle and Paul Russel Road.

Commissioner Proctor moved Option 1; Commissioner Miller seconded the motion.

RECOMMENDED ACTION:

Options 1: To achieve the enhanced landscape and gateway goals of the Southside Gateway project, authorize Blueprint to enter into a Joint Project Agreement with FOT District III to fund the construction of the “bump outs” on SR 363 (Woodville Highway) from SR 263 (Capital Circle) to Tram Road. The estimated cost of the bump outs is \$1,048,000.00. Note, these funds will be allocated from the 2020 sales tax funds and programmed into the budget cycle based on IA direction.

Action by TCC and CAC: This item was not presented to the TCC. It was presented to the CAC, who unanimously approved Option 1.

The item passed unanimously.

11. Proposed Fiscal Year 2017 Blueprint Operating Budget

Ben Pingree read the agenda title. **Commissioner Desloge moved approval; Commissioner Miller seconded the motion.**

RECOMMENDED ACTION:

Options 1: Review and comment on the FY 2017 Operating Budget.

Action by TCC and CAC: This item was provided to the CAC but not discussed at the June 2, 2016 meeting. The TCC did not review this item.

The item passed unanimously.

12. **Review of Proposed Fiscal Year 2017 Blueprint Net Sales Tax Allocation Plan and 2017-2020 Capital Improvement Plan**

Ben Pingree read the agenda title and noted that the item would return to the Board in September for final approval. Commissioner Ziffer confirmed that there was no action require.

V. CITIZENS TO BE HEARD

There were no citizens to be heard.

VI. ITEMS FROM MEMBERS OF THE BOARD

There were no items from members of the Board.

VII. ADJOURNMENT

There being no further business, Chairman Ziffer adjourned the meeting at 4:31 pm.

APPROVED:

ATTEST:

Gil Ziffer
Chair of Blueprint IA

Shelonda Meeks
Secretary to Blueprint
Intergovernmental Agency



Agenda Item

SUBJECT/TITLE: Proposed 2017 Blueprint Intergovernmental Agency Board, TCC, and CAC Meeting Schedules	
Date: September 12, 2016 Requested	By: Blueprint Staff
Contact Person: Shelonda Meeks	Type of Item: Consent

STATEMENT OF ISSUE:

This Agenda Item lists the proposed 2017 meeting dates for the Blueprint Intergovernmental Agency Board, Blueprint Technical Coordinating Committee, and the Blueprint Citizen’s Advisory Committee.

Blueprint Intergovernmental Agency Board (Tallahassee City Commission Chambers)

- Tuesday, February 21, 2017, from 3:00-5:00 PM
- Tuesday, June 21, 2017, from 3:00-5:00 PM
- Tuesday, September 19, 2017, from 5:00-8:00 PM (FY 2018 Budget Public Hearing at 5:30 pm)

Technical Coordinating Committee (Blueprint Conference Room, from 1:00 to 3:00 pm)

- Monday, January 23, 2017
- Monday, March 27, 2017
- Monday, May 8, 2017
- Monday, August 14, 2017
- Monday, October 23, 2017
- Monday, December 4, 2017

Citizen’s Advisory Committee (Blueprint Conference Room, from 4:30 to 6:30 pm)

- Thursday, January 26, 2017
- Thursday, March 30, 2017
- Thursday, May 11, 2017
- Thursday, August 17, 2017
- Thursday, October 26, 2017
- Thursday, December 7, 2017

OPTIONS:

Option 1: Approve the proposed 2017 meeting dates for the Blueprint Intergovernmental Agency Board, TCC and CAC as presented.

Option 2: Board Guidance

RECOMMENDED ACTION:

Option 1: Approve the proposed 2017 meeting dates for the Blueprint Intergovernmental Agency Board, TCC and CAC as presented.

Action by the TCC and CAC: The CAC recommended approval of Option 1, consistent with Agency staff's recommendation. The TCC concurred with staff's recommendation but noted the importance of holding the regularly scheduled bimonthly meetings. The TCC also discussed holding the TCC meetings two-to-three days in advance of the CAC meetings, and Agency staff agreed to vet alternative meeting dates.

BLUEPRINT
INTERGOVERNMENTAL AGENCY

Agenda Item

SUBJECT/TITLE: Approval to Extend General Engineering Consultant Contract	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Charles Hargraves	Type of Item: Consent

STATEMENT OF ISSUE:

The General Engineering Consultant (GEC) Agreement between Blueprint Intergovernmental Agency (Agency) and Michael Baker Jr., Inc. (formerly the LPA Group, Inc.) will expire on February 27, 2017. This item requests approval to extend the current GEC agreement for one year through February 27, 2018.

SUPPLEMENTAL INFORMATION:

The use of GECs for project management has been a successful component of the Blueprint program and has allowed the agency to more efficiently plan, design, and build the Blueprint 2000 infrastructure projects. The flexibility of the GEC structure allows the Agency to be responsive in addressing the different needs and nuances of individual projects. This has benefited Blueprint's ability to most efficiently serve the community and enabled the agency to match projects to the consultants most expert in those project areas.

Blueprint is moving towards completion of the Blueprint 2000 projects and preparing for the 2020 program. During the past year, the PD&E study for Capital Circle Southwest was completed. Next year, the Capital Cascades Crossing Bridge and Capital Circle Northwest/Southwest (N2) will be completed. As a result, the proposed FY2017 operating budget includes a 31% decrease in GEC costs. Those cost savings are captured in this contract extension.

The trend in decreasing GEC costs is expected to continue as the Blueprint 2000 projects near completion. Currently, Blueprint is in the process of completing the design and/or construction of four major Blueprint 2000 projects: Capital Cascades Crossing, Capital Cascades Trail Segment 3D, Capital Cascades Trail Segment 4, and Capital Circle Northwest/Southwest. Blueprint requests the GEC agreement be extended for a one-year period through February 27, 2018 to allow progress to continue on these projects. The proposal to extend the GEC contract has been reflected in the proposed FY2017 Blueprint Operating Budget (Item #15).

Retaining the GEC for an additional year will:

- Ensure the continuity of the projects without the disruption caused by project managers and sub-consultants' change;
- Eliminate the costly need of over lapping of GEC consultant personnel; and

- Maintain the historical knowledge of projects which may be lost with the change of consultants.

General Engineering Consultant Contract

The initial five-year term of the Agreement between Blueprint 2000 and Michael Baker Jr., Inc. (formerly the LPA Group, Inc.) expired February 27, 2009 and was extended for five years through 2014. Since that time, the agreement has been renewed on an annual basis with the current extension set to expire on February 27, 2017. According to the Agreement, “the decision to renew will consider: periodic review, approval and satisfaction with the Consultant’s performance.” Over the past twelve years, the GEC has performed in a professional manner to the satisfaction of Blueprint management staff.

OPTIONS:

Option 1: Approve the extension of Michael Baker Jr.’s contract with Blueprint for an additional one-year period.

Option 2: Issue a Request for Qualifications for a new GEC.

Action by TCC and CAC: The TCC and CAC recommended approval of Option 1, consistent with Agency staff’s recommendation.

RECOMMENDED ACTION:

Option 1: Approve the extension of Michael Baker Jr.’s contract with Blueprint for an additional one-year period.

Agenda Item

SUBJECT/TITLE: Proposed Revisions to the CAC’s By-Laws, Policies, and Procedures	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Debra W. Schiro	Type of Item: Discussion

STATEMENT OF ISSUE:

This item requests Blueprint Intergovernmental Agency Board of Directors (“Board of Directors” or “Board”) approval of several proposed substantive and housekeeping amendments and revisions to the “Citizens Advisory Committee By-Laws, Policies and Procedures,” originally adopted on February 7, 2002, and as subsequently amended in 2003, 2010 and 2013. In particular the purpose of several of the amendments is to address the change to the membership of the CAC as provided for in the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, dated December 9, 2015.

SUPPLEMENTAL INFORMATION:

Below is a general description of the issues with recommended actions per issue, categorized by the governing document and its particular section of concern.

Citizens Advisory Committee By-Laws

Purpose and Function, Section 1.2

On November 4, 2014, a majority of the electors of Leon County voting at a referendum approved an extension of the Local Government Infrastructure Surtax previously imposed in accordance with Section 212.055, Florida Statutes. As a result of this action the Blueprint Intergovernmental Agency will extend beyond 2019 for an additional twenty years beginning in 2020. Thus this Section needs to be amended to expand the responsibilities of the CAC to include CAC responsibilities for Blueprint 2020 Projects.

Recommendation: Add language to each of the paragraphs in this Section to include reference to Blueprint 2020 Infrastructure Projects. (*See Attachment #1 with the original red line edits for the recommended changes.*)

CAC Membership, Section 1.3(1)

The Second Amended and Restated Interlocal Agreement, among other things, increased the number of CAC members to fourteen and modified CAC membership in the following manner: a. by removing the prior requirement that the committee include a member of the EECC. See Section 1.3 (1) 1.; b. by removing the Chair of the Economic Development Council, as that organization no longer exists; c. by adding a Board Member of the Greater Tallahassee Chamber of Commerce; and d. by adding a representative from the Network of Entrepreneurs and Business Advocates in Tallahassee.

Recommendation: revise section 1.3 as provided for in the Second Amended and Restated Interlocal Agreement. *(See Attachment #1 with the red line edits of the recommended CAC membership changes)*

It should be noted that the current CAC Bylaws include thirteen members and include a representative of the educational community. The Second Amended and Restated Interlocal provides for fourteen members and makes no reference to a representative from the educational community. It should be noted that no prior interlocal included a representative from the educational community either. Thus, the CAC Bylaws have been updated to reflect the membership requirements as provided for in the current interlocal. However, the current amendments to the interlocal at Section 5. 1. do provide flexibility in the selection of a fourth member as described in this section, which if the Board desires can be selected from the educational community.

Housekeeping

The CAC Bylaws have been amended at 1.3 (5) to clarify the term of membership in the event a member is appointed to a partial term to make it clear that a member appointed to fulfill a partial term will still be eligible to serve two full terms in addition to the partial term.

Recommendation: revise section 1.3 (5) to clarify that a member appointed to serve a partial term is still eligible to serve two full terms of membership on the CAC, following completion of the partial term.

The CAC Bylaws Rules and Procedures refer to the “Staff Director of Blueprint”. This position no longer exists. In 2011 the position of Director of PLACE was created by an Interlocal Agreement between the City of Tallahassee and Leon County, Florida establishing a Joint Executive Director for Blueprint 2000 and the Tallahassee–Leon County Planning Director. Subsequent to the creation of this position a Blueprint Manager position was established by the Second Amended and Restated Interlocal Agreement, dated December 9, 2015.

The Blueprint Manager position was recently retitled as “Blueprint Director” pursuant to the First Amended and Restated Interlocal Agreement Establishing the Department of Planning Land Management and Community Enhancement (PLACE), dated July 13, 2016.

The responsibilities of the Blueprint Director were identified in the First Addendum to the Second Amended and Restated Interlocal Agreement, dated July 13, 2016, and recorded at Leon County Public Records OR Bk 4953 Pg 22. Among the Blueprint Director's responsibilities is coordinating with the CAC to prepare a long range implementation plan, a five-year work plan and an annual work plan to be submitted to the Intergovernmental Management Committee. The CAC Bylaws should reference the correct position with this responsibility and should also indicate the Director of PLACE will provide guidance to the Blueprint Director with respect to preparing these plans.

Recommendation: change reference in the Bylaws at Section 1.2(3) from the "Staff Director of Blueprint" to state "... the Blueprint Director prepares, in accordance with guidance from the Director of PLACE." Also, recommend changing the remaining references in the Bylaws to the "Staff Director" under Section 1.10 to "Director of PLACE."

Additionally, with the extension of the surtax the reference to "Blueprint 2000 Intergovernmental Agency" is no longer being used. The Agency is now simply referred to as "Blueprint Intergovernmental Agency".

Recommendation: change all references in the Bylaws from "Blueprint 2000" to "Blueprint".

The reference in Blueprint policies to the Intergovernmental Agency when the intent is to refer to the Board of Directors has been confusing. Thus, moving forward with revisions to Blueprint's governing documents all reference to the Blueprint Intergovernmental Agency, when the intent is to refer to its governing Board, will be amended to state "Blueprint Intergovernmental Agency Board of Directors," "Board of Directors" or "Board."

Recommendation: change all references in the CAC Bylaws to the "Intergovernmental Agency" to indicate "Blueprint Intergovernmental Agency Board of Directors," "Board of Directors" or "Board," as appropriate.

OPTIONS:

Option 1: Approve the revisions as described above, and as reflected in Attachment A, which is the red line edited copy of the CAC Bylaws. *(For reading convenience only Attachment #2 reflects the proposed revisions, without the red line edits.)*

Option 2: Provide Board Guidance.

Action by the CAC and TCC: The CAC recommended approval of Option 1, consistent with Agency staff's recommendation. During the discussion of this item, CAC members stated that a representative from the 'Education Community' should be a priority for filling future vacancies. Chair Neil Fleckenstein and other CAC members expressed concern regarding the elimination of the 'Education Community' representative from the CAC membership as a result of the adoption of the Second Amended and Restated Interlocal Agreement. CAC members noted that the

economic development and small business communities are heavily represented within the current composition of the CAC.

Staff Notes: In response to the CAC comments, staff notes that the CAC Bylaws have been updated to reflect the current requirements as provided for in the Second Amended and Restated Interlocal Agreement. Neither the 2003 amended and restated interlocal nor the current interlocal specifically designated a member of the educational community for membership on the CAC. However, as was stated at the CAC meeting Section 1.3 (1) 1., of the revised CAC Bylaws, which codify Section 5. 1. of the second amended and restated interlocal, does provide the Board with the flexibility to select the fourth member described within this section from the educational community.

This item was not presented to the TCC.

RECOMMENDED ACTION:

Option 1: Approve the revisions as described above, and as reflected in Attachment A, which is the red line edited copy of the CAC Bylaws. *(For reading convenience only Attachment #2 reflects the proposed revisions, without the red line edits.)*

ATTACHMENTS:

Attachment #1: "Proposed Citizens Advisory Committee By-Laws, Policies and Procedures," adopted on February 7, 2002 - original showing proposed amendments as redline edits.

Attachment #2: "Proposed Citizens Advisory Committee By-Laws, Policies and Procedures" adopted on February 7, 2002 – with changes as proposed without redline edits.

**BLUEPRINT 2000 CITIZENS ADVISORY COMMITTEE
BYLAWS, POLICIES AND PROCEDURES**

ADOPTED February 7, 2002

1.1 PREAMBLE

The Blueprint 2000 Citizens Advisory Committee (CAC) has been created in accordance with the provisions of the Interlocal Agreement, dated October 27, 2000 as may be amended from time to time, between the Tallahassee City Commission and Leon County Board of Commissioners, and the one cent sales tax extension referendum approved by the voters in the November 2000 General Election. The intent of these Bylaws, Policies and Procedures is to provide guidance for the operation of the CAC to ensure the accomplishment of objectives identified in the Interlocal Agreement and as assigned by the Intergovernmental Agency, consistent with the language and intent of the referendum approved by the voters.

1.2 CAC PURPOSE AND FUNCTION

- (1) The CAC shall fulfill its responsibilities to the citizens of Leon County in accordance with the referendum approved in the November 2000 General Election.
- (2) The role of the CAC is to serve in an advisory capacity to the Blueprint 2000 Intergovernmental Agency Board of Directors (“Board of Directors” or “Board”)-
- (3) The CAC shall be responsible for the review of and revisions to work plans for the Blueprint Projects and the Blueprint 2020 Infrastructure Projects that the Blueprint Director prepares, in accordance with guidance from the Director of PLACE, as proposed by the Blueprint 2000 Staff Director to implement the Blueprint 2000 projects adopted in the Interlocal Agreement, as may be amended from time to time. ~~of the Intergovernmental Agency.~~
- (4) The CAC shall be responsible for the review of the annual financial and performance audits.
- (5) To carry out its function as an advisory committee to the Blueprint 2000 Intergovernmental Agency Board of Directors, the CAC shall:
 - a. Transmit to the Blueprint 2000-Intergovernmental Agency Board and share with other committees all significant findings and comments on matters related to Blueprint Projects and Blueprint 2020 Infrastructure Projects~~2000~~;
 - b. Conduct any other functions assigned to the CAC by the Intergovernmental Agency Board.

1.3 CAC MEMBERSHIP

(1) It is the intention of Blueprint Intergovernmental Agency that the CAC be representative of the diversity of the community in general. CAC membership is established in the Interlocal Agreement, as may be amended from time to time, setting the minimum standards for the CAC. ~~The, before, while the~~ Interlocal Agreement, dated October 27, 2000, ~~requireds~~ at least 12 members on the committee, ~~these B~~ bylaws provided for at least 13 CAC members. The Second Amended and Restated Interlocal Agreement, dated December 9, 2015, requires 14 CAC members serving three year staggered terms, which shall be selected as follows: ~~selected as follows:, comprised of the following:~~

1. Four members shall be selected by Blueprint Intergovernmental Agency Board from a list of applicants that shall include at least one from each of the following categories: ~~representatives nominated by the Economic and Environmental Consensus Committee~~

a. _____

- 1. a. At least one ~~One~~ financial expert with bonding experience
- 2. b. At least one ~~One~~ planner
- 3. c. At least one ~~One~~ natural scientist/biologist

—The Board Blueprint shall take into consideration as part of the selection process those individuals that formerly served on the Economic and Environmental Citizens Committee (EECC). ~~One EECC member~~

2. Three members shall be selected by the Board Blueprint from a list of three names for each position provided by the CAC and shall include one member from the civil rights community, one member from the elderly community and one member from the disability community.

3. The remaining seven members shall be selected as follows:

~~3.~~ a. Board Member of the Greater Tallahassee Chamber of Commerce ~~Chair of the Economic Development Council or designee thereof~~

~~e.~~ b. Board Member of the Capital City Chamber of Commerce ~~Chair of the Tallahassee Leon County Planning Commission or designee thereof~~

~~d.~~ c. Board Member of the Big Bend Minority Chamber of Commerce ~~Representative from the Council of Neighborhood Associations~~

~~e.~~ d. Chairperson of the Planning Commission or Designee thereof ~~Representative from the Big Bend Environmental Forum~~

~~f.~~ e. Representative from the Council of Neighborhood Associations ~~a minority chamber of commerce (nominees to be provided by the Capital City Chamber of Commerce or the Big Bend Minority Chamber of Commerce)~~

~~g.~~ f. Representative from the Big Bend Environmental Forum ~~civil rights community (nominees to be provided by the NAACP, TIMA, or SCLC.)~~

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~~h. — g. Representative from the Network of Entrepreneurs and Business Advocates in Tallahassee elderly community (nominees to be provided by the Area Agency on Aging, the AARP, the Senior Citizens Advisory Council or similar organization)~~

~~i. Representative from the disability community (nominees to be provided by the Center for Independent Living/Ability 1st, or similar organization)~~

~~j. Representative from the education community (FAMU, FSU, TCC, LCSB), to be rotated among the institutions.~~

(2) CAC memberships are attained through the appointment of members by the Blueprint 2000 Intergovernmental Agency Board of Directors, with the exception of the member described above at (1)3.(d), which shall either be the Chairperson of the Planning Commission or a Designee selected by the Chairperson of the Planning Commission. In order to be eligible for appointment by the Board from the remaining categories listed above interested persons must submit applications directly to Blueprint staff who will review an applicant's qualifications and present its recommendations to the CAC. The CAC will review the applicant's qualifications and make its recommendations at one of its publicly noticed meetings. Blueprint staff will prepare an agenda item to present to the Board for final agency action that will include both Blueprint staff's recommendation(s) and the CAC's recommended action(s). In order to be eligible for appointment by the Intergovernmental Agency, a person must be nominated by the organization represented on the CAC as referenced in 1.3 (1) b, c, d, e, f and j above; other positions must be nominated by the organization referenced or similar organization as noted. It is the intention that the makeup of the CAC be representative of the diversity of the community in general. All CAC members, who fill the CAC positions, serve at the pleasure of the Intergovernmental Agency Board of Directors.

(3) CAC memberships are appointed for three-year terms. If a member wishes to no longer serve on the CAC, or is removed from the Committee, the Intergovernmental Agency Board of Directors shall appoint a replacement from the organization or membership category from which the member was nominated.

(4) The initial terms for members appointed by the Intergovernmental Agency Board of Directors in September 2000 shall be staggered in one, two, and three year terms so that memberships will not expire concurrently.

(5) Memberships are subject to a two consecutive-term limitation. However, in the case of the initial appointments or fulfillment of partial terms, all members shall still be eligible to serve two full terms in addition to fulfillment of the partial terms or of the initial appointments.

~~(5)~~
(6) In the event If more than one person is nominated by an organization, or more than one organization provides a nomination, the steps for review and recommendation by Blueprint staff and the CAC will follow the process outlined above.~~review the nominees' applications and provide a recommendation to the Intergovernmental Agency.~~

1.4 VACANCIES

A member's position shall become vacant when:

- a. A member is absent from 33% of the regularly scheduled meetings in a given calendar year, regardless if such absence is excused or unexcused. All absences will be duly recorded in the meeting minutes. Absences from emergency or special called meetings will not be recorded against a member in calculating the percent of absences. However, attendance at emergency or special called meetings may be used to offset absences from regularly scheduled meetings. Special exceptions on the removal of members for absences may be made by the Chairperson of the Committee when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the Committee to maintain quorum; or
- b. when a member no longer meets eligibility requirements; or
- c. when a member's term expires; or
- d. when a member resigns.

1.5 VOTING

- (1) Each member of the CAC shall have one vote.
- (2) Proxy votes and absentee ballots shall not be permitted

1.6 CAC OFFICERS, ELECTIONS, AND DUTIES

- (1) The CAC's officers will consist of a Chairperson and Vice-Chairperson elected from its membership.
- (2) The Chairperson and Vice-Chairperson shall be elected by a majority of the votes of CAC members present.
- (3) The Chairperson shall serve as Chair for a period of one year effective January 1 of each year.
- (4) At the last meeting of the CAC each year, a new Vice-Chairperson shall be elected for a term of two years, the first year to serve as the Vice-Chairperson and the second year as the Chairperson. **(This will become effective with the election conducted in late 2010.)** Nominations for the Vice-Chairperson shall be made at the meeting. The current Vice-Chairperson can decline becoming the Chairperson if so desired.

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- (5) The CAC Chairperson shall preside at all meetings. In the event of his/her absence, or at his/her direction, the Vice-Chairperson shall assume the powers of the Chairperson. In the event that neither the Chairperson nor Vice-Chairperson can preside at the meeting, the Committee members present shall elect one of its members to serve as temporary Chairperson for the meeting.
- (6) In the event that either the Chairperson or the Vice-Chairperson position becomes vacant, a replacement shall be elected at the next scheduled CAC meeting for immediate assumption of duties and shall hold the position for the remainder of the calendar year.
- (7) The Chair shall appoint Chairs of all committees, standing or special.
- (8) It is the Chair's responsibility to ensure compliance with the Bylaws. The Chair will notify members of removal from the CAC for non-compliance. Specific questions regarding conflict of interest will be addressed by the attorney for the Intergovernmental Agency [Board of Directors](#).
- (9) The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the Chair of the Intergovernmental Agency [Board of Directors](#) to begin the appointment process.

1.7 CAC MEETINGS AND AGENDAS

- (1) Regular meetings shall be held at dates, times, and places as approved by the CAC; every effort will be made to provide an advance calendar for meetings to be held during the upcoming year at the last meeting of the calendar year. Regular meeting dates and times may be changed to accommodate holidays or for other valid reasons.
- (2) A schedule of meeting dates shall be provided to the City Communications Department and County Public Information Office.
- (3) Every effort will be made to forward the agenda and supporting information for each CAC meeting to each CAC member seven (7) days prior to a regular CAC meeting.
- (4) Blueprint 2000 staff shall prepare an official agenda for every CAC meeting.
- (5) The Intergovernmental Agency [Board of Directors](#), Blueprint ~~2000~~ staff, or a CAC member may place additional items on the CAC agenda, with the approval of the majority of the voting members present.

1.8 OFFICIAL ACTIONS

- (1) All official actions of the CAC shall be by motion and open vote.

- (2) All official and formal positions of the CAC, regardless of whether adopted or rejected, shall be recorded in the minutes. Verbatim minutes are not required but minutes shall include an accurate summary of discussions and actions taken.

1.9 CONDUCT OF MEETING

- (1) All CAC meetings shall be conducted under the requirements of the Florida “Government in the Sunshine” law and be open to the public and press.
- (2) Public input will be allowed for each CAC Discussion Agenda Item following CAC discussion and prior to CAC vote. A “Citizens to be Heard” item will be added to the end of the CAC Agenda. In order to keep the CAC meeting on schedule, the Chairperson may limit the number of speakers, the amount of time allotted to each speaker, or in extreme cases, allow for no public input. Citizens will be required to fill out a Speaker Request Form.
- (3) In the absence of rules covered in this document, Roberts Rules of Order shall be followed at all CAC meetings.
- (4) A quorum for CAC meetings shall consist of a majority of current members appointed to the Committee.
- (5) Any CAC member who has a conflict of interest on any particular matter shall declare the conflict of interest before discussion and if a vote is taken ~~and~~ shall be excused from voting on that issue.
- (6) As related to members who cannot physically attend the CAC meeting, the CAC will utilize, as appropriate, the intent of the “Telephonic Participation in Agency Meetings Policy” (Policy 105) as adopted by the Intergovernmental Agency Board ~~Board~~ on February 16, 2004. The following specific items are noted:
 - a. A member participating telephonically will not count in the determination of a quorum;
 - b. A member participating telephonically shall be able to vote as required and in accordance with the Bylaws;
 - c. Only two members may participate telephonically at any meeting.

1.10 ADMINISTRATION

- (1) A special meeting may be called by the CAC Chairperson, Intergovernmental Agency Board of Directors, or ~~Blueprint 2000 Staff~~ Director of PLACE. Each member of the CAC shall receive a notification of such special meeting stating the date, hour and place of the meeting and the purpose for which the meeting is called.
- (2) An emergency meeting may be called by the CAC Chairperson, Intergovernmental Agency Board of Directors, or ~~Blueprint 2000 Staff~~ Director of PLACE when an emergency exists

which requires immediate action by the CAC. When such a meeting is called, each member shall be notified, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given before the time the meeting is held.

- (3) If after reasonable diligence, it becomes impossible to give notice to each CAC member, such failure shall not affect the legality of the emergency meeting, if a quorum is present.
- (4) The Blueprint ~~2000~~ staff shall serve as the staff of the CAC.
- (5) The Blueprint ~~2000~~ staff is responsible for the minutes of all CAC meetings and all notices and agendas for the meetings.
- (6) The Blueprint ~~2000~~ staff shall transmit CAC recommendations to the Intergovernmental Agency Board of Directors.

1.11 AMENDMENT

- (1) These bylaws may be amended by a two-thirds vote of those eligible voting members present at a regularly scheduled CAC meeting.
- (2) Amendments to the CAC bylaws shall become effective immediately after the approval of the Intergovernmental Agency Board of Directors.

1.12 EFFECTIVE DATE

- (1) These bylaws shall become effective immediately upon approval by the Intergovernmental Agency Board of Directors.

Revised:

September 9, 2003
March 1, 2010
June 17, 2013
September 12, 2016

**BLUEPRINT 2000 CITIZENS ADVISORY COMMITTEE
BYLAWS, POLICIES AND PROCEDURES**

ADOPTED February 7, 2002

1.1 PREAMBLE

The Blueprint 2000 Citizens Advisory Committee (CAC) has been created in accordance with the provisions of the Interlocal Agreement, dated October 27, 2000 as may be amended from time to time, between the Tallahassee City Commission and Leon County Board of Commissioners, and the one cent sales tax extension referendum approved by the voters in the November 2000 General Election. The intent of these Bylaws, Policies and Procedures is to provide guidance for the operation of the CAC to ensure the accomplishment of objectives identified in the Interlocal Agreement and as assigned by the Intergovernmental Agency, consistent with the language and intent of the referendum approved by the voters.

1.2 CAC PURPOSE AND FUNCTION

- (1) The CAC shall fulfill its responsibilities to the citizens of Leon County in accordance with the referendum approved in the November 2000 General Election.
- (2) The role of the CAC is to serve in an advisory capacity to the Blueprint Intergovernmental Agency Board of Directors (“Board of Directors” or “Board”).
- (3) The CAC shall be responsible for the review of and revisions to work plans for the Blueprint Projects and the Blueprint 2020 Infrastructure Projects that the Blueprint Director prepares, in accordance with guidance from the Director of PLACE, to implement the projects adopted in the Interlocal Agreement, as may be amended from time to time.
- (4) The CAC shall be responsible for the review of the annual financial and performance audits.
- (5) To carry out its function as an advisory committee to the Blueprint Intergovernmental Agency Board of Directors, the CAC shall:
 - a. Transmit to the Blueprint Intergovernmental Agency Board and share with other committees all significant findings and comments on matters related to Blueprint Projects and Blueprint 2020 Infrastructure Projects;
 - b. Conduct any other functions assigned to the CAC by the Intergovernmental Agency Board.

1.3 CAC MEMBERSHIP

(1) It is the intention of Blueprint Intergovernmental Agency that the CAC be representative of the diversity of the community in general. CAC membership is established in the Interlocal Agreement, as may be amended from time to time, setting the minimum standards for the CAC. The Interlocal Agreement, dated October 27, 2000, required at least 12 members on the committee, the Bylaws provided for at least 13 CAC members. The Second Amended and Restated Interlocal Agreement, dated December 9, 2015, requires 14 CAC members serving three year staggered terms, which shall be selected as follows:

1. Four members shall be selected by Blueprint Intergovernmental Agency Board from a list of applicants that shall include at least one from each of the following categories:
 - a. At least one financial expert with bonding experience
 - b. At least one planner
 - c. At least one natural scientist/biologist

The Board shall take into consideration as part of the selection process those individuals that formerly served on the Economic and Environmental Citizens Committee (EECC).

2. Three members shall be selected by the Board from a list of three names for each position provided by the CAC and shall include one member from the civil rights community, one member from the elderly community and one member from the disability community.
3. The remaining seven members shall be selected as follows:
 - a. Board Member of the Greater Tallahassee Chamber of Commerce
 - b. Board Member of the Capital City Chamber of Commerce
 - c. Board Member of the Big Bend Minority Chamber of Commerce
 - d. Chairperson of the Planning Commission or Designee thereof
 - e. Representative from the Council of Neighborhood Associations
 - f. Representative from the Big Bend Environmental Forum
 - g. Representative from the Network of Entrepreneurs and Business Advocates in Tallahassee

(2) CAC memberships are attained through the appointment of members by the Blueprint Intergovernmental Agency Board of Directors, with the exception of the member described above at (1)3.(d), which shall either be the Chairperson of the Planning Commission or a Designee selected by the Chairperson of the Planning Commission. In order to be eligible for appointment by the Board from the remaining categories listed above interested persons must submit applications directly to Blueprint staff who will review an applicant's qualifications and present its recommendations to the CAC. The CAC will review the

applicant's qualifications and make its recommendations at one of its publicly noticed meetings. Blueprint staff will prepare an agenda item to present to the Board for final agency action that will include both Blueprint staff's recommendation(s) and the CAC's recommended action(s). All CAC members serve at the pleasure of the Intergovernmental Agency Board of Directors.

- (3) CAC memberships are appointed for three-year terms. If a member wishes to no longer serve on the CAC, or is removed from the Committee, the Intergovernmental Agency Board of Directors shall appoint a replacement from the organization or membership category from which the member was nominated.
- (4) The initial terms for members appointed by the Intergovernmental Agency Board of Directors in September 2000 shall be staggered in one, two, and three year terms so that memberships will not expire concurrently.
- (5) Memberships are subject to a two consecutive-term limitation. However, in the case of the initial appointments or fulfillment of partial terms, all members shall still be eligible to serve two full terms in addition to fulfillment of partial terms or of the initial appointments.
- (6) In the event more than one person is nominated by an organization, or more than one organization provides a nomination, the steps for review and recommendation by Blueprint staff and the CAC will follow the process outlined above.

1.4 VACANCIES

A member's position shall become vacant when:

- a. A member is absent from 33% of the regularly scheduled meetings in a given calendar year, regardless if such absence is excused or unexcused. All absences will be duly recorded in the meeting minutes. Absences from emergency or special called meetings will not be recorded against a member in calculating the percent of absences. However, attendance at emergency or special called meetings may be used to offset absences from regularly scheduled meetings. Special exceptions on the removal of members for absences may be made by the Chairperson of the Committee when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the Committee to maintain quorum; or
- b. when a member no longer meets eligibility requirements; or
- c. when a member's term expires; or
- d. when a member resigns.

1.5 VOTING

- (1) Each member of the CAC shall have one vote.
- (2) Proxy votes and absentee ballots shall not be permitted

1.6 CAC OFFICERS, ELECTIONS, AND DUTIES

- (1) The CAC's officers will consist of a Chairperson and Vice-Chairperson elected from its membership.
- (2) The Chairperson and Vice-Chairperson shall be elected by a majority of the votes of CAC members present.
- (3) The Chairperson shall serve as Chair for a period of one year effective January 1 of each year.
- (4) At the last meeting of the CAC each year, a new Vice-Chairperson shall be elected for a term of two years, the first year to serve as the Vice-Chairperson and the second year as the Chairperson. **(This will become effective with the election conducted in late 2010.)** Nominations for the Vice-Chairperson shall be made at the meeting. The current Vice-Chairperson can decline becoming the Chairperson if so desired.
- (5) The CAC Chairperson shall preside at all meetings. In the event of his/her absence, or at his/her direction, the Vice-Chairperson shall assume the powers of the Chairperson. In the event that neither the Chairperson nor Vice-Chairperson can preside at the meeting, the Committee members present shall elect one of its members to serve as temporary Chairperson for the meeting.
- (6) In the event that either the Chairperson or the Vice-Chairperson position becomes vacant, a replacement shall be elected at the next scheduled CAC meeting for immediate assumption of duties and shall hold the position for the remainder of the calendar year.
- (7) The Chair shall appoint Chairs of all committees, standing or special.
- (8) It is the Chair's responsibility to ensure compliance with the Bylaws. The Chair will notify members of removal from the CAC for non-compliance. Specific questions regarding conflict of interest will be addressed by the attorney for the Intergovernmental Agency Board of Directors.
- (9) The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the Chair of the Intergovernmental Agency Board of Directors to begin the appointment process.

1.7 CAC MEETINGS AND AGENDAS

- (1) Regular meetings shall be held at dates, times, and places as approved by the CAC; every effort will be made to provide an advance calendar for meetings to be held during the upcoming year at the last meeting of the calendar year. Regular meeting dates and times may be changed to accommodate holidays or for other valid reasons.
- (2) A schedule of meeting dates shall be provided to the City Communications Department and County Public Information Office.
- (3) Every effort will be made to forward the agenda and supporting information for each CAC meeting to each CAC member seven (7) days prior to a regular CAC meeting.
- (4) Blueprint 2000 staff shall prepare an official agenda for every CAC meeting.
- (5) The Intergovernmental Agency Board of Directors, Blueprint staff, or a CAC member may place additional items on the CAC agenda, with the approval of the majority of the voting members present.

- (1) All official actions of the CAC shall be by motion and open vote.
- (2) All official and formal positions of the CAC, regardless of whether adopted or rejected, shall be recorded in the minutes. Verbatim minutes are not required but minutes shall include an accurate summary of discussions and actions taken.

1.9 CONDUCT OF MEETING

- (1) All CAC meetings shall be conducted under the requirements of the Florida “Government in the Sunshine” law and be open to the public and press.
- (2) Public input will be allowed for each CAC Discussion Agenda Item following CAC discussion and prior to CAC vote. A “Citizens to be Heard” item will be added to the end of the CAC Agenda. In order to keep the CAC meeting on schedule, the Chairperson may limit the number of speakers, the amount of time allotted to each speaker, or in extreme cases, allow for no public input. Citizens will be required to fill out a Speaker Request Form.
- (3) In the absence of rules covered in this document, Roberts Rules of Order shall be followed at all CAC meetings.
- (4) A quorum for CAC meetings shall consist of a majority of current members appointed to the Committee.

- (5) Any CAC member who has a conflict of interest on any particular matter shall declare the conflict of interest before discussion and if a vote is taken shall be excused from voting on that issue.
- (6) As related to members who cannot physically attend the CAC meeting, the CAC will utilize, as appropriate, the intent of the “Telephonic Participation in Agency Meetings Policy” (Policy 105) as adopted by the Intergovernmental Agency Board on February 16, 2004. The following specific items are noted:
 - a. A member participating telephonically will not count in the determination of a quorum;
 - b. A member participating telephonically shall be able to vote as required and in accordance with the Bylaws;
 - c. Only two members may participate telephonically at any meeting.

1.10 ADMINISTRATION

- (1) A special meeting may be called by the CAC Chairperson, Intergovernmental Agency Board of Directors, or Director of PLACE. Each member of the CAC shall receive a notification of such special meeting stating the date, hour and place of the meeting and the purpose for which the meeting is called.
- (2) An emergency meeting may be called by the CAC Chairperson, Intergovernmental Agency Board of Directors, or Director of PLACE when an emergency exists which requires immediate action by the CAC. When such a meeting is called, each member shall be notified, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given before the time the meeting is held.
- (3) If after reasonable diligence, it becomes impossible to give notice to each CAC member, such failure shall not affect the legality of the emergency meeting, if a quorum is present.
- (4) The Blueprint staff shall serve as the staff of the CAC.
- (5) The Blueprint staff is responsible for the minutes of all CAC meetings and all notices and agendas for the meetings.
- (6) The Blueprint staff shall transmit CAC recommendations to the Intergovernmental Agency Board of Directors.

1.11 AMENDMENT

- (1) These bylaws may be amended by a two-thirds vote of those eligible voting members present at a regularly scheduled CAC meeting.

- (2) Amendments to the CAC bylaws shall become effective immediately after the approval of the Intergovernmental Agency Board of Directors.

1.12 EFFECTIVE DATE

- (1) These bylaws shall become effective immediately upon approval by the Intergovernmental Agency Board of Directors.

Revised:

September 9, 2003
March 1, 2010
June 17, 2013
September 12, 2016



Agenda Item

SUBJECT/TITLE: Citizen’s Advisory Committee Appointments	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Autumn Calder	Type of Item: Discussion

STATEMENT OF ISSUE:

This Agenda Item advises the Committee on appointments to the Blueprint Intergovernmental Agency Citizen’s Advisory Committee (CAC).

SUPPLEMENTAL INFORMATION:

CAC membership positions and terms are established in the December 2015 update to the Blueprint Interlocal Agreement and further defined in the Blueprint Citizen’s Advisory Committee Bylaws. CAC members may serve two, consecutive three year terms. However, if the initial term was a partial term, for example if the new member was filling the position of a member who resigned prior to the end of his or her term, the new member is eligible to serve two full terms in addition to the partial term of the initial appointment.

CAC Nominations:

Board Member of the Greater Tallahassee Chamber of Commerce: This is a new position created by the December 2015 Interlocal Agreement. The Greater Tallahassee Chamber of Commerce has nominated current Board member E. Edward Murray, Jr. to fill the position. The appointment term will be through November 2019.

Board Member of the Capital City Chamber of Commerce: This is a new position created by the December 2015 Interlocal Agreement. The Capital City Chamber of Commerce has nominated current Board of Directors member Peter Okonkwo to fill the position. The appointment term will be through November 2019.

Representative from the Network of Entrepreneurs and Business Advocates: This is a new position created by the December 2015 Interlocal Agreement. The Network of Entrepreneurs and Business Advocates has nominated current Board member Hugh Tomlinson to fill the position. The appointment term will be through November 2019.

OPTIONS:

Option 1: Approve the following nominations:

- Board Member of the Greater Tallahassee Chamber of Commerce
- Board Member of the Capital City Chamber of Commerce
- Representative from the Network of Entrepreneurs and Business Advocates

Option 2: Board Guidance

Action by TCC and CAC: The CAC recommended approval of Option 1, consistent with Agency staff's recommendation. This item was not presented to the TCC.

RECOMMENDED ACTION:

Option 1: Approve the following nominations:

- Board Member of the Greater Tallahassee Chamber of Commerce
- Board Member of the Capital City Chamber of Commerce
- Representative from the Network of Entrepreneurs and Business Advocates

ATTACHMENTS:

Attachment #1: CAC Membership Application for E. Edward Murray, Jr.

Attachment #2: CAC Membership Application for Peter Okonkwo

Attachment #3: CAC Membership Application for Hugh Tomlinson

July 13, 2016

Autumn Calder
Planning Manager
Blueprint Intergovernmental Agency
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

Ms. Calder,

In compliance with the bylaws, the Greater Tallahassee Chamber of Commerce, Board of Director's has nominated the following individual to serve on the Blueprint Citizens Advisory Committee, for a three-year term.

- Ed Murray, NAI Talcor

We would appreciate your considerations.

Sincerely,



Sue Dick
President/CEO, Greater Tallahassee Chamber of Commerce

CC:
Ed Murray

EXECUTIVE COMMITTEE

Kathy Bell
Chair

Reggie Bouthillier
Chair-Elect

Rick Moore
Immediate Past Chair

Canita Gunter Peterson
Treasurer

Sue Dick
President

Terrie Ard

Elaine W. Bryant

Andrew Gay

Kim Kelling Engstrom

John Medina

E. Edward Murray Jr.

Michael Roberts

Ron Sachs

Please return to:

Blueprint
Intergovernmental Agency
315 South Calhoun Street,
Suite 450
Tallahassee, Florida 32301

Telephone: 219-1060
Fax: 219-1098



CITIZEN ADVISORY COMMITTEE APPLICATION

Nominating Organization: Greater Tallahassee Chamber of Commerce

Name: E. Edward Murray, Jr.

Address: 1018 Thomasville Rd. Ste. 200A Tallahassee, FL 32303

Email: murray@talcor.com

Work Phone: 850-224-2300 **Home Phone:** _____

Occupation: President/Broker

Employer: NAI TALCOR

Address: 1018 Thomasville Rd. Ste. 200A Tallahassee, FL 32303

Race: White Hispanic Asian or Pacific Islander
 Black American Indian or Alaskan Native Other

Sex: Male Female

Identify any potential conflicts of interest that might occur if you are appointed:

Are you a City resident? Yes No
Are you a Leon County resident? Yes No
Are you a City property owner? Yes No
Are you a Leon County property owner? Yes No
Can you serve a full three-year term? Yes No
Can you regularly attend meetings? Yes No

Conflicts: _____



**E. Edward
Murray, Jr.,
SIOR, CCIM**

NAI Director / President /
Broker
NAI TALCOR

o: 850.224.2300 x19

f: 850.425.1114

c: 850.566.9088

murray@talcor.com

Scope of Responsibilities

- Company Founder - As President and Designated Broker oversees all operations of NAI TALCOR and its 70+ employees.
- Real Estate Brokerage – Founder of NAI TALCOR in 1990 with multiple offices. Client representation for sales & leasing of investment, retail, office, industrial, multi-family & commercial land.
- Receivership – Court appointed receiver for lenders on distressed assets through foreclosure process. Full service property management and accounting company provides oversight, maintenance, tenant relations and collection services. Insured with Receiver Surety Bond.
- Consultation & Expert Witness: 32 Years' experience in real estate, providing advice to investors, business owners, local government and universities.
- Property & Asset Management – Full service property management and accounting company with oversight of over 5,000,000 square feet of retail, office and industrial properties.
- Landlord & Tenant Representation – Marketing, research, analysis and negotiation of lease transaction for both landlords and tenants.

Background & Experience

- Greater Tallahassee Chamber of Commerce - Past Chair
- Economic Development Council - past Chairman
- Tallahassee Memorial Healthcare Board Member
- Leon County Sales Tax Extension Committee
- FMB Banking Corp. - Bank Board Member
- Greater Tallahassee Chamber of Commerce - Executive Committee



Professional Profile

- Leadership Tallahassee 2012 Leader of the Year Nominee
- Urban Land Institute of North Florida Board Member
- Former Member of the Technical Advisory Committee - Tallahassee International Airport
- Knight Creative Communities Institute (KCCI) Advisory Board
- Knight Creative Communities Institute (KCCI) - 2011 Community Catalyst
- Capital Health Partnership - Past Board Member
- Former member of the Welaunee Community Advisory Group
- Council on Cultural Arts (COCA) - Former Member of Cultural Support Space Committee
- St. Peters Anglican Church - Senior Warden (5 years)
- Florida State University Real Estate Advisory - Board Member
- Tallahassee Community College Housing, Inc. Former Board Member
- Gaines Street Revitalization Committee - Past Chairman
- Habitat for Humanity - former Board Member
- Midtown Merchants Association - founding Member & past Board Member
- Past Member Tallahassee Downtown Improvement Authority (DIA) - Former Executive Committee
- Past Lecturer at FSU, College of Business, Real Estate Dept
- Exchange Club of Tallahassee
- Gamma Eta Mansion Corporation (Kappa Alpha)
- The Economic Club of Florida - Member

Professional Affiliations & Designations

- National Association of Realtors
- Florida Association of Realtors
- Tallahassee Board of Realtors
- Society of Industrial and Office Realtors (SIOR) designation
- Certified Commercial Investment (CCIM) designation
- International Council of Shopping Centers (ICSC)



Professional Profile

- Building Owners & Managers Association (BOMA)
- Commercial Council
- Urban Land Institute (ULI)

Educational Background

- Bachelor of Science in Real Estate & Finance-Florida State University
- Florida, Georgia, and Alabama Real Estate Brokers Licenses
- SIOR Designation (Society of Industrial and Office Realtors)
- CCIM Designation (Certified Commercial Investment Member)
- Graduate of Leadership Florida
- Graduate of Leadership Tallahassee

Significant Transactions

Recent Retail Transactions:

- Collegetown - Lease up of 38,000 SF of high end retail
 - Urban Outfitters - 14,000 SF as part of Collegetown
- Miracle Plaza - Broker and Lease up for 76,000 SF of high end tenants
 - Whole Foods Market
 - 4 Rivers Smokehouse
 - Zoe's Kitchen
 - Burger Fi
 - Francesca's
- Magnolia Grove - Broker and lease up for high end retail project
 - Starbucks, Blaze Pizza, Smash Burger, Which Wich
 - Home 2 Suites by Hilton
- Florida State University/City of Tallahassee (CRA) land swap (\$11,000,000 value) includes relocation of future College of Business



Capital City Chamber of Commerce, Inc.

P.O. Box 7541 ● Tallahassee, Florida 32314-7541
(850) 224-0152 Office ● (850) 224-0512 Fax
www.capitalcitychamber.com

July 20, 2016

Autumn Calder, Planning Manager
Blueprint 2000
315 South Calhoun Street
Suite 450
Tallahassee, Florida 32301

Dear Autumn,

The Capital City Chamber of Commerce would like to submit the name of Peter Okonkwo, President of Spectra Engineering and Research, Inc. and a current member of the Chamber's Board of Directors, as our representative for the Blueprint 2000 Citizen Advisory Committee.

Should you have any questions, feel free to contact me at 850-224-4775. As always, wishing you and the staff all the best.

Sincerely,

Terence Hinson
Chairman

Please return to:

Blueprint
Intergovernmental Agency
315 South Calhoun Street,
Suite 450
Tallahassee, Florida 32301

Telephone: 219-1060
Fax: 219-1098

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT
INTERGOVERNMENTAL AGENCY

CITIZEN ADVISORY COMMITTEE APPLICATION

Nominating Organization: Capital City Chamber of Commerce

Name: Peter Okonkwo

Address: 361 Collinsford Road

Tallahassee Florida 32301

Email: pco361@gmail.com

Work Phone: (850) 656-9834 **Home Phone:** (850) 528-0052

Occupation: Civil Engineer

Employer: Spectra Engineering & Research, Inc.

Address: 1315 E. Lafayette Street, Suite B Tallahassee FL 32301

Race: White Hispanic Asian or Pacific Islander
 Black American Indian or Alaskan Native Other

Sex: Male Female

Identify any potential conflicts of interest that might occur if you are appointed:
None at this time

Are you a City resident? Yes No
Are you a Leon County resident? Yes No
Are you a City property owner? Yes No
Are you a Leon County property owner? Yes No
Can you serve a full three-year term? Yes No
Can you regularly attend meetings? Yes No

Conflicts: _____

Please provide biographical information about yourself (attach a resume, if available). Identify previous experience on other boards/committees; charitable/community activities; and skills or services you could contribute to this board/committee:

My name is Peter Okonkwo a citizen and resident of Tallahassee and Leon County for 31 years. I am a registered Professional Engineer and President and CEO of Spectra Engineering & Research, Inc. for 26 years. I am married and have five (5) children. I am a Leadership Tallahassee (LT) graduate, Class of 22. I currently serve on several boards including, Capital City Chamber of Commerce Board, Bond Community Health Center, Arondizuogu Patriotic Union of Florida, Association of Ndiigbo in Tallahassee, (ANIT), Rotary Club of Tallahassee Southside, FAMU/FSU College of Engineering Advisory Board, among several others. I believe my background and knowledge of our community, and my expertise as a professional engineer with over 30 years of professional experience will be valuable to the advisory committee. Also, my permitting and growth management experience will be instrumental in the affairs of the committee.

Education:

Florida A&M University	_____
(College/University attended)	
BSCE Civil Engineering Technology, & BSCE Civil Engineering	_____
(Degree received, if applicable)	
Florida A&M University	_____
(Graduate School Attended)	
MSCE Civil Engineering	_____
(Degree received, if applicable)	

References (at least one):

Daryl Parks	(850) 222-3333
(Name/Address)	(Phone)
Steve Beasley	(850) 556-2911
(Name/Address)	(Phone)
Terence Hinson	(850) 528-7653
(Name/Address)	(Phone)

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

Signature:  _____

Date: 8/3/16

(7/13/16)

PETER OKONKWO, M.S., P.E.
President/CEO - Spectra Engineering & Research, Inc.

EDUCATION

Master of Science in Civil Engineering, FAMU/FSU College of Engineering
Bachelor of Science in Civil Engineering, FAMU/FSU College of Engineering
Bachelor of Science in Civil Engineering Technology, Florida A&M University

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Florida Engineering Society
Florida Institute of Consulting Engineers
Chairman, Citizens for Youth Academic Improvement
Member, Florida Association of Environmental Professionals
Member, FAMU/FSU Engineering Honor Society
Board Member, Capital City Chamber of Commerce
Member, St. Eugene Catholic Chapel
Civil Engineering Advisory Board Member, FAMU/FSU College of Engineering
Leadership Tallahassee Graduate
Board Member/Treasurer – Bond Community Health Center Tallahassee
President - Arondizuogu Patriotic Union of Florida
President – Association of Ndiigbo in Tallahassee

"...committed to quality service."



Peter Okonkwo, M.S., P.E.

REGISTRATION: Registered Professional Engineer

Florida - #51459 Georgia - #24307 Alabama - #22316

PROFESSIONAL EXPERIENCE:

Mr. Peter Okonkwo is a registered professional engineer in the States of Florida, Alabama, and Georgia. Mr. Okonkwo has over 30 years of experience in civil and environmental engineering practice. In the course of his professional career, Mr. Okonkwo has served as President/CEO, lead design engineer, project manager, and permitting / environmental engineer on several projects of various sizes and complexity. Mr. Okonkwo's consulting and design experience covers all phases of project performance, including client contact, design, quality control and construction administration. As the principal and Lead Design Professional in most of Spectra Engineering's projects, Mr. Okonkwo is in charge of Quality Assurance Review and ensures that clients receive quality work products, on time and as budgeted. His background and experience are in site planning and engineering, infrastructure design, roadway/highway design, land development, water and wastewater systems design, sanitary sewer systems design, environmental and contamination assessments, permitting and project management. Mr. Okonkwo has completed several projects for public- and private- sector clients.

PROFESSIONAL EXPERIENCE OVERVIEW

Spectra Engineering & Research, Inc., President/Lead Project Designer/Administrator (1989 – Present)

- Planned and designed roadway improvements
- Over 26 years of professional experiences in senior professional consulting management, construction management, client relationships, business development responsibilities and related business ownership in both the engineering and construction environments
- Supervised/Completed over 400 site/civil, and construction engineering projects ranging from \$5,000 to \$42,000,000 in construction costs

SPECTRA ENGINEERING & RESEARCH, INC.

Civil ♦ Environmental ♦ Planning ♦ Land Surveying

PETER OKONKWO, M.S., P.E.

Principal/Project Manager - Spectra Engineering & Research, Inc.

"...committed to quality service."

- Completed/obtained over 400 Storm Water Environmental Resource Permits (ERP), exemptions, master plans, and letters of clarification within 5 different State Water Management Permits and several local water management authorities and miscellaneous reports within Florida
- Supervised/designed/completed over 35 safety/recreation/park/public facility/entertainment projects within Florida
- Completed over 40 sanitary lift station designs, retrofit designs, and miscellaneous reports in Florida
- Supervised/designed/completed designs, retrofit designs, expansions, and miscellaneous reports in Florida
- Prepared/supervised over 500 infrastructure/utility/vertical construction/planning and estimates
- Conducted multi-county Environmental Assessment Review of Department of Housing and Urban Development
- Conducted over 300 multi-site Phase I and Phase II Environmental Audits on various small and large-acreage parcels for banks, developers and Florida Department of Natural Resources, Department of Environmental Protection, the Northwest Florida Water Management District, the FDIC, among others.

Florida A&M University School of Architecture and Technology – Adjunct Instructor (2012 – Present)

Program Manager, FDEP

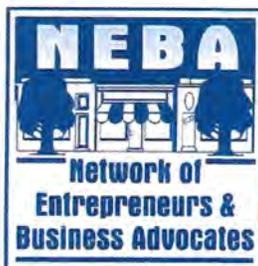
Program Manager and Reviewer of Contamination Assessment reports, Remedial Action report, Tank Closure reports for petroleum-contaminated sites. Reviewed and approved reimbursement of cost associated with petroleum cleanup sites.

Technical Papers/Presentation

Wrote and/or presented the following technical papers:

“Structural Performance of Geogrid Reinforced Flexible Pavement Structure”

“Analysis and Design of Computer-Based Water Distribution System for Aba, Nigeria”



Network of Business Advocates & Entrepreneurs

Post Office Box 37032
Tallahassee, FL 32315
Est. 1991

President
Barney Bishop III

President elect
Will Croley

Secretary
Cora Ann Chapman

Treasurer
Jackie Wilson

Past President
Bert Bevis

Directors:
Catherine Baer
Emily Fritz
Hugh Tomlinson
Jim Ashlock
Kris Dunn
Maureen Thompson
Nancy Burns
Peggy Munroe
Ted Thomas
Tom Napier

July 26, 2016

Ms. Megan Doherty, Principal Planner
Blueprint Intergovernmental Agency
315 South Monroe Street
Suite 450
Tallahassee, FL 32301

Dear Ms. Doherty,

On behalf of the NEBA Board of Directors, please accept this letter as the official appointment of **Hugh Tomlinson, Jr.** to be NEBA's representative on the Blueprint Citizen's Advisory Committee (CAC).

Mr. Tomlinson has expressed an interest in serving on this Committee and representing NEBA's views on issues of importance going forward and I am authorized to so appoint him.

I hope that the CAC will consider our nomination and appoint Mr. Tomlinson to a three-year term on the Committee.

Enclosed is a copy of Mr. Tomlinson's application to join the CAC.

If I can be of any further assistance, please contact me at my office at 850-907-3436. I am,

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Barney T. Bishop III".

BARNEY T. BISHOP III
President

Please return to:

Blueprint Intergovernmental Agency
315 South Calhoun Street,
Suite 450
Tallahassee, Florida 32301

Telephone: 219-1060
Fax: 219-1098



CITIZEN ADVISORY COMMITTEE APPLICATION

Nominating Organization: Network of Entrepreneurs & Business Advocates (NEBA)

Name: Hugh Tomlinson

Address: 1187 Ronds Pointe Dr. E
Tallahassee, FL 32312

Email: maetaytan@gmail.com

Work Phone: 850.321.4090 **Home Phone:** same

Occupation: Financial Advisor

Employer: North Florida Financial Corporation

Address: 2928 Wellington Circle, Suite 101, Tallahassee, FL 32309

Race: White Hispanic Asian or Pacific Islander
 Black American Indian or Alaskan Native Other

Sex: Male Female

Identify any potential conflicts of interest that might occur if you are appointed:

None

Are you a City resident? Yes No
Are you a Leon County resident? Yes No
Are you a City property owner? Yes No
Are you a Leon County property owner? Yes No
Can you serve a full three-year term? Yes No
Can you regularly attend meetings? Yes No

Conflicts: None Known

Please provide biographical information about yourself (attach a resume, if available). Identify previous experience on other boards/committees; charitable/community activities; and skills or services you could contribute to this board/committee:

Resume attached.

I have considerable experience serving on community and nonprofit boards here in Tallahassee. For the past 4 years I have been the President of the Tallahassee QB Club, I am incoming Chair of the Board of Governors of the University Center Club, I was a 3 year Chair of the Capital Region YMCA, I currently serve on the NEBA board, I also serve on the Chiles High School Booster Board. I also spend quite a bit of of time assisting in fund-raising for local charities for which I do not serve on on their boards. My business and financial background and experiences will serve this Citizen's Advisory board well.

Education:

Tallahassee Community College & Florida State University

(College/University attended)

Bachelor of Arts in Economics, 1994

(Degree received, if applicable)

(Graduate School Attended)

(Degree received, if applicable)

References (at least one):

Chuck Urban - 850-251-8803

(Name/Address)

(Phone)

Aaron Boyette - 850-556-2927

(Name/Address)

(Phone)

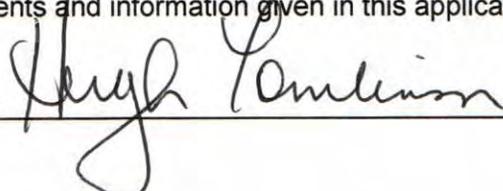
Ben Graybar - 850-566-5771

(Name/Address)

(Phone)

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

Signature: _____



Date: July 25, 2016

(7/13/16)

D. Hugh Tomlinson, Jr.
1187 Ronds Pointe Dr E., Tallahassee, FL 32312

Cell: (850) 321-4090
maetaytan@gmail.com

Senior Financial Advisor / Sales & Fundraising Executive

Results driven and accomplished sales professional with over 20 years of high level success in sales production and revenue creation. Exceptionally skilled at relationship building, networking, strategic growth, communication, interpersonal skills, fundraising, client servicing, problem solving, creative and critical thinking, training, financial analysis, event planning, marketing, prospecting, leadership and public speaking.

Professional Experience

North Florida Financial Corporation, Senior Financial Advisor 2008 - Present
An agency of Guardian Life Insurance Company and a broker dealer of Park Avenue Securities, Inc. A financial planning firm focused on asset protection and growth, and investment strategies to reach retirement objectives.

Pace and Complexity - Advising individuals, families, and business owners on all aspects of financial planning from inception to completion, including areas of asset protection, wealth creation, investing, and estate planning, all which involve the sale of a vast array of financial products. Manage a robust and loyal client base while simultaneously building a strategic prospecting pipeline.

Business Growth – I began at North Florida Financial Corp. without any clients and in the middle of the largest financial crash in decades. However, through hard work and resilience I built a sustainable client base quickly and beat expectations for new advisors. With execution of a strategic plan, I successfully on-board new clients on a consistent basis. While at the same time maintaining and expanding existing clients portfolios. Sales growth goals met each year and have been 20% or more year over year. Personal business growth lead to a necessity to expand and in 2015 I opened a new branch operation which currently operates with a staff of six.

Advisor Recognition –I have consistently been listed on the *Front Page*, a monthly report and publication of top producers. In the top 5% of advisors in key metrics of new lives affected and face amount of business put enforce. I am often requested to mentor and assist new advisors joining the firm.

Strategic Client Relationships – I manage hundreds of relationships with high client satisfaction, maintaining a persistency rate of well over 90%. I have up-sold majority of clients to multiple lines of business and product inventory, and regularly obtain referrals to my clients circle of influence. Relationship and trust building has been the foundation of my successes.

Tallahassee Quarterback Club, Club President and Chairman of the Board 2009 - present
A nonprofit founded in 1949 to support local student athletes and football programs in the Tallahassee Community. In 1994 the club formed a receiver committee and founded the Biletnikoff Award given annually to the Nation's top collegiate receiver.

- Club President and Chairman of the Board, 2011- present
- Membership Chair and Board Director, 2009-2011
- Increased membership 250%
- Solidified club sustainability by decreasing medium member age 20 years
- Personally secured at least 85% of all club sponsorships and donations
- Substantially increased community impact and awareness
- Planned, executed, and emceed over 75 successful events
- Moved the club into the strongest financial position in its 68 year history
- Closely work with FSU and FAMU Athletic Departments as well as 10 local high schools

Capital Region YMCA, Inc., Chairman of the Board & Chief Volunteer Officer 2010 - present
A 60 year old local nonprofit focused on a wide array of community support with a primary emphasis on youth development.

- Immediate Past President and Executive Committee Member, 2015 - present
- Chairman of the Board and Chief Volunteer Officer, 2011-2015
- Board of Directors, Finance Committee, 2010
- Led creation of first annual fundraiser campaign in 5 years and co-created successful signature event all which resulted in a 300% increase in fundraising
- Oversaw the firing and replacement of the Chief Executive Officer and President
- Led and secured a complete financial restructuring including refinancing mortgages and loans, lease negotiations, branch closures, debt settlement, and staffing changes
- Supervised board development, program development, membership drives, fundraising activities, United Way presentations, community collaborations, approved operational budgets, and more

Network of Entrepreneurs & Business Advocates (NEBA), Board Member 2016 - present
A nonprofit business association created in 1991 to advocate on behalf of small businesses and for fair and unimpeded commerce in Tallahassee. Comprised of 300 business owners and professionals.

- Singlehandedly increased membership over 20% in first four months in role of Membership Chair
- Nominated by BOD to represent NEBA as a member of the Blueprint Intergovernmental Agency's Citizen's Advisory Committee

University Center Club, Board of Governors 2014 - present
A premier private club offering superior dining and entertainment services to the FSU and Tallahassee community. Service on this advisory and membership board include fundraising, acting as club ambassador, and being a member advocate.

U.S. Congressman Steve Southerland Campaign, Finance Committee Board Member 2011 - 2014
Key annual fundraiser, assisted in event and fund development planning, made strategic introductions and connections for candidate.

Leon County Republican Party, Treasurer & Executive Board Member 2009 - 2010
Created, planned, and solely executed most successful local party fundraiser event in prior 10 years. Successfully solicited more individual contributions than any prior year. Innovated the accounting procedures and reporting, filed federal campaign reports, and was primarily responsible for bringing the local party to its strongest historical financial position.

Other Memberships & Associations

Springtime Tallahassee, Capital City Republican Club, National Association of Insurance & Financial Advisors (NAIFA), Florida Association of Insurance & Financial Advisors (FAIFA), Seminole Boosters, FSU Alumni Association, Chiles High School Softball Booster Board

Previous Positions

Highway 90 Home Center, General/Sales Manager 1994 - 2008
Walmart Stores Inc, Customer Sales Manager, Support Manager, Human Resource Manager 1988 - 1994

Education

BS in Economics **Florida State University**, Tallahassee, FL 1990 - 1994
Insurance and Security Licensed Since 2008

References Provided Upon Request

BLUEPRINT
INTERGOVERNMENTAL AGENCY

Agenda Item

SUBJECT/TITLE: Northeast Gateway - Welaunee Boulevard Funding Strategy	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Charles Hargraves	Type of Item: Presentation

STATEMENT OF ISSUE:

In February 2016, the Blueprint Intergovernmental Agency Board of Directors (“Board”) provided guidance to implement a funding strategy for the 2020 Northeast Gateway Sales Tax Extension project, which included the leveraging of partnerships between Ox Bottom Mortgage Holdings, LLC (“Ox Bottom”), Powerhouse Inc., Blueprint, and the Florida Department of Transportation (FDOT) to close the funding needs gap for the 2020 Sales Tax Extension program. This Board direction included the ability to identify and target leveraging opportunities for projects including the Northeast Gateway. This agenda item presents information and seeks Board approval to fund and implement the first step to execute the approved strategy for the Northeast Gateway project: the project development and environment study (PD&E) and design for the Northeast Gateway Phase 1 (Welaunee Boulevard segment between Fleischmann Road and Centerville Road).

SUPPLEMENTAL INFORMATION:

Northeast Gateway Project

During deliberations of the 2020 Sales Tax Citizens Committee, the Northeast Gateway project was estimated to cost \$47.3 million. The project description and map from the original 2020 sales tax project book is included as Attachment #1. This estimate did not include the potential interchange and/or flyover. The flyover has since been estimated to cost approximately an additional \$10 million. This project is proving to be an important roadway improvement to FDOT in that it may make significant traffic reductions to the I-10/Thomasville Road interchange. Additionally, the property owners of the arch portion (Powerhouse, Inc.) of the Welaunee property have committed to providing necessary right of way for Phase 2 of the Northeast Gateway roadway component if funding is committed for the full four lane segment of Welaunee Boulevard north of I-10 to the intersection of Shamrock Street. The funding strategy approved in February 2016 included the cost of four lanes from I-10 to Shamrock Street and is intended to capture that commitment.

The estimated cost of the roadway improvements (greenway costs are outlined in the following paragraph) including design, permitting and necessary stormwater facilities is \$39.5 million as follows:

- Constructs a four-lane Welaunee Boulevard South (Fleischmann Road to Interstate 10) and North (Interstate 10 to Shamrock Way) and ultimately supports a new Interstate 10 interchange.
- Extends two-lane Shamrock Way (Centerville Road to Welaunee Boulevard).
- **Estimated Cost: \$39.5 million.**

Another key component to Phase 1 of the Northeast Gateway project is the creation of the 8.4 mile Welaunee Greenway totaling approximately 200 acres with an estimated cost of \$7.8 million. The property owner, Powerhouse Inc., has offered the greenway property at a cost of \$1 million dollars for fee simple ownership. At the February 2016 Blueprint Intergovernmental Agency Board meeting, the Board approved funding \$1 million for the greenway acquisition from the 2020 sales tax funds identified for the Northeast Gateway and Greenways Master plan projects. This acquisition is not intended to move forward until the 2020 sales tax revenues begin to be received.

State Infrastructure Bank Loan

In February 2016, the Board approved staff to pursue the use of a State Infrastructure Bank (SIB) Loan to fund the Welaunee roadway portion of Phase 1 of the Northeast Gateway. Since that time, City, County and Blueprint staff have met several times with representatives from FDOT to discuss the SIB application and approval process, specifically related to the Northeast Gateway project. Several facts regarding the SIB Loan Program are provided below:

- A SIB loan is typically issued at a lower cost than a traditional loan.
- The SIB loan program is competitive.
- The local government/applicant typically provides at least a 50% match.
- SIB applications for construction projects are preferred by the FDOT over applications for design.
- A PD&E is required to be completed prior to applying (or receiving) a SIB loan for project construction.
- The Blueprint Intergovernmental Agency is a good applicant for a SIB loan due to its demonstrated history of revenues and a secure funding source to repay the loan.
- Blueprint's best position to secure the SIB loan for the Northeast Gateway project is for the construction costs, which requires the PD&E and design need to be completed first. This agenda item seeks IA direction toward that goal.

Funding Strategy for Phase 1 PD&E, Design and Construction

Phase I of the Northeast Gateway project includes additional segments. This section presents updated information regarding each of the key segments within Phase I.

Canopy Portion of the Northeast Gateway Project

On October 27 and 28, 2015 the Leon County Board of County Commissioners and the Tallahassee City Commission, respectively, directed staff to seek a public private funding partnership to complete Phase I of the Northeast Gateway project. On May 18, 2016, the Tallahassee City Commission approved the Amended and Restated Canopy Development Agreement (“Agreement”) between the City of Tallahassee and Ox Bottom Mortgage Holdings, LLC, and TOE2, Inc. The full agreement is included as Attachment #2. The Agreement is related to the development of approximately 500 acres of property which constitutes the western portion (the toe) of Phase 1. The Agreement outlines the proposed development land uses, donation of land, as well as transportation concurrency mitigation, utilities, and stormwater. The Agreement also specifies which parties will design and construct Welaunee Boulevard within the Canopy development area. The table below identifies the segments and the design and construction contributions of all parties as specified in the Transportation Summary (“Exhibit E”) of the Agreement.

Table 1. Canopy Development Welaunee Boulevard Design and Construction Responsibilities

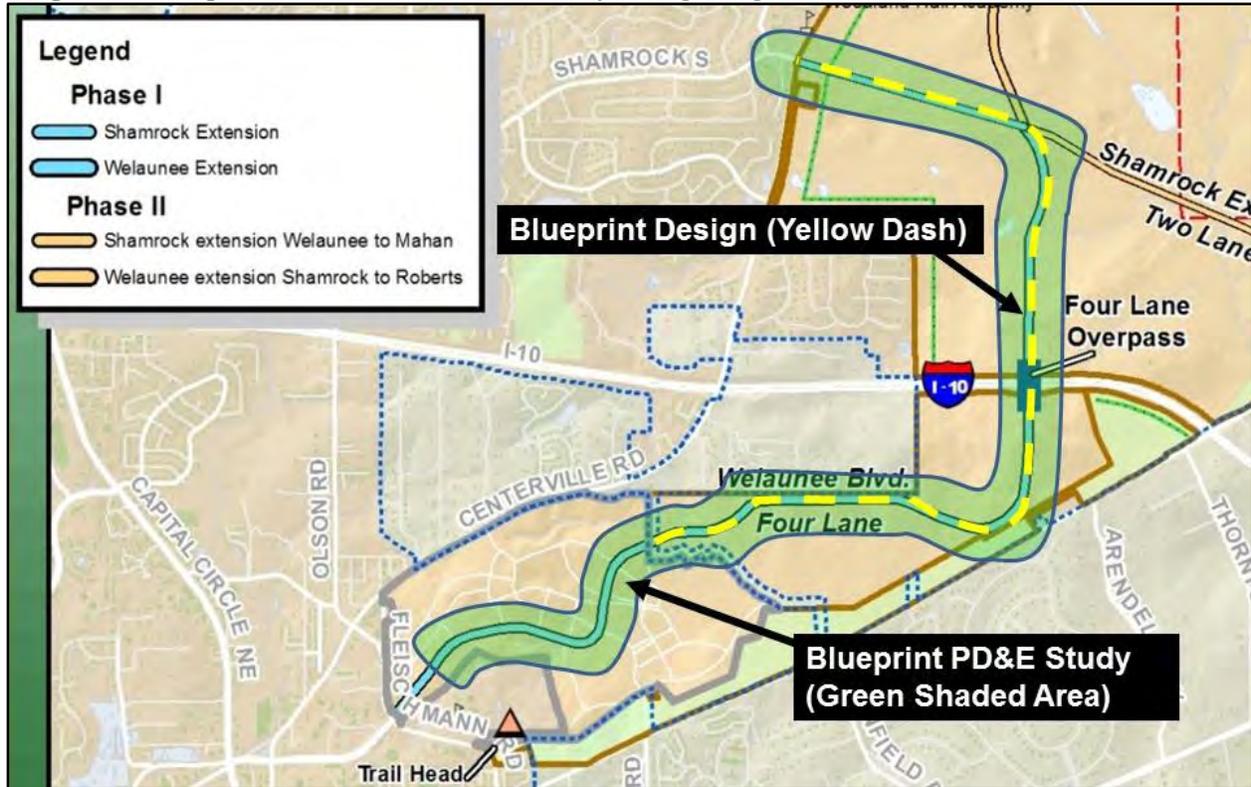
Segment	Location Detail	Phase	Responsibility
Segment 1	4 lanes from Fleischmann Road to Main Street; 2 lanes ¼ mile east of Main Street	Design and Construction	Developer
Segment 2		Design	Developer
		Construction	Blueprint (2020 proceeds)
Segment 3	From the east end of Segment 2 to the eastern boundary of the Canopy project	Design	Developer
		Construction	Blueprint (2020 proceeds)
Internal Roads	Throughout the development	Design and Construction	Developer

As presented above, the developer is responsible for the design of the entire Welaunee Boulevard within the Canopy Development. Additionally, they are responsible for the construction of Segment 1. Blueprint is responsible for the construction of Segments 2 and 3. The internal roads are the responsibilities of the developer. The developer has already submitted the Segment 1 design for review by City and Blueprint staff.

As described in the earlier section of this agenda item, to be eligible for a SIB loan for construction, the PD&E and the design need to be completed. Since Blueprint is responsible for the construction of Segments 2 and 3 of the Canopy Development and intends to apply for a SIB loan to fund a significant portion of the construction, the Blueprint PD&E for Welaunee Boulevard will include Segments 2 and 3.

The following graphic illustrates the area which Blueprint staff has proposed to include in the PD&E as well as the roadway segment that Blueprint will design. The PD&E and design indicated in the graphic are recommended for funding in this agenda item.

Graphic 1. Blueprint PD&E Area and Roadway Design Segment



The following table outlines the funding strategy and allocations by fiscal year for the Blueprint PD&E and design. These annual allocations will provide the funding for a completed design by the end of the 2019 fiscal year (September, 2019). Should this strategy be approved, Blueprint could apply for the SIB loan for construction in the summer of 2019, and if successful, the funds will be available July 2020. The SIB can be paid back using the 2020 sales tax funds which will begin to be collected in 2020. Staff will bring the draft final PD&E study and the estimated construction costs to the Board for approval prior to final acceptance of the PD&E study and advertisement and award of construction.

Table 2. Northeast Gateway Phase 1: Welaunee Boulevard and Shamrock Way Extension Allocations by Fiscal Year

	FY 2017	FY 2018	FY 2019	Total
PD&E (Est. Start April 2017) Timeframe: 18-24 months	\$750,000			\$1,250,000
Design Timeframe: 18-24 months		\$1,725,000	\$1,725,000	\$3,450,000
Total				\$4,700,000

Following the timeline in the preceding table, for the next three fiscal years (17, 18, and 19) the PD&E and design will need to be advance funded solely by or a combination of Blueprint 2000 sales tax funds, City of Tallahassee, and/or Leon County. The advanced funds would be paid back once the 2020 sales tax revenues begin to be received.

In addition to the SIB loan for construction, the Agency will continue to work with the CRTPA to seek additional leveraging opportunities such as the County Incentive Grant Program (CIGP) and Transportation Regional Incentive Program (TRIP). A key step to being eligible to receive these funds is adding Welaunee Boulevard to the FDOT Regionally Significant Roadway Network.

Staff is recommending Options 1 & 2, below, to authorize the use of Blueprint 2000 funds to advance fund the PD&E and design of Welaunee Boulevard Phase 1 and to add Welaunee Boulevard to the FDOT Regionally Significant Roadway Network. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Advance funds will paid back to the Blueprint 2000 program using Blueprint 2020 sales tax revenues. The recommended allocation of \$750,000 in fiscal year 2017 is reflected in Agenda Item #16, Proposed Fiscal Year 2017 Blueprint Net Sales Tax Allocation Plan and 2017-2020 Capital Improvement Plan.

The recommendations will maximize the use of the limited resources by leveraging public private partnerships and advance funding the PD&E and design with a no-cost funding source (existing Blueprint 2000 sales tax revenues). This strategy will make the project eligible to receive the low-cost state infrastructure bank loan as well as the CIGP and TRIP funds for the construction, which will reduce the project costs and ultimately help to close the gap between the sales tax funds anticipated to be received and the total cost of the 2020 projects.

OPTIONS:

Option 1: Authorize the use of Blueprint 2000 funds to advance fund PD&E and design for the Blueprint components of the Northeast Gateway Phase 1 roadway and authorize Blueprint staff to procure these professional services. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Advance funds will paid back to the Blueprint 2000 program using Blueprint 2020 sales tax revenues.

Option 2: Direct Agency staff to request that Welaunee Boulevard is added to the FDOT Regionally Significant Roadway Network by the CRTPA Board at the September 19, 2016 CRTPA Board Meeting.

Option 3: Authorize Blueprint staff to work with Leon County and the City of Tallahassee to advance fund the PD&E and design costs for the Blueprint components of the

Northeast Gateway Phase 1 roadway and authorize Blueprint staff to procure for these services. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Advance funds will be paid back to Leon County and the City of Tallahassee using Blueprint 2020 sales tax revenues.

Option 4: Authorize Blueprint staff to seek a line of credit or a loan to fund the PD&E and design for the Blueprint components of the Northeast Gateway Phase 1 roadway and authorize Blueprint staff to procure for these services. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Any fees and payments required prior to 2020 would be paid by the Blueprint 2000 program and paid back using Blueprint 2020 sales tax revenues.

Option 5: Board Direction

RECOMMENDED ACTION:

Option 1: Authorize the use of Blueprint 2000 funds to advance fund PD&E and design for the Blueprint components of the Northeast Gateway Phase 1 roadway and authorize Blueprint staff to procure for these professional services. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Advance funds will be paid back to the Blueprint 2000 program using Blueprint 2020 sales tax revenues.

Option 2: Direct Agency staff to request that Welaunee Boulevard is added to the FDOT Regionally Significant Roadway Network by the CRTPA Board at the September 19, 2016 CRTPA Board Meeting.

Blueprint 2000 Project Definitions Report Consistency: This project is not one identified in the Blueprint 2000 program. However, the recommendations included in this agenda item are consistent with the Board's direction at the April 1, 2015 meeting directing staff to seek leveraged funds for all 2020 projects to close identified funding gap needs. This would put the Agency in a very good position to receive a SIB loan and begin construction in 2021.

Action by the CAC and TCC: This item was presented to the TCC, who concurred with Agency staff recommendation for Option 1. TCC members noted two specific items to be added to the record:

1. Greg Slay, CRTPA Executive Director, advised that Welaunee Boulevard should be added to the FDOT Regionally Significant Roadway Network to ensure the project is eligible for all FDOT funding sources and programs. The addition of Option 2 to the 'Recommended Action' above reflects this direction from the TCC.
2. The TCC noted that the data showing how vehicle traffic will reach Welaunee Boulevard and be diverted off of Thomasville Road has not yet been presented to the public.

The CAC recommended approval of Option 1, consistent with Agency staff's recommendation. As noted above, Option 2 was added to the 'Recommended Action' based on direction from the TCC.

ATTACHMENTS:

Attachment #1: Northeast Gateway Project Description

Attachment #2: Amended and Restated Canopy Development Agreement dated May 12, 2016



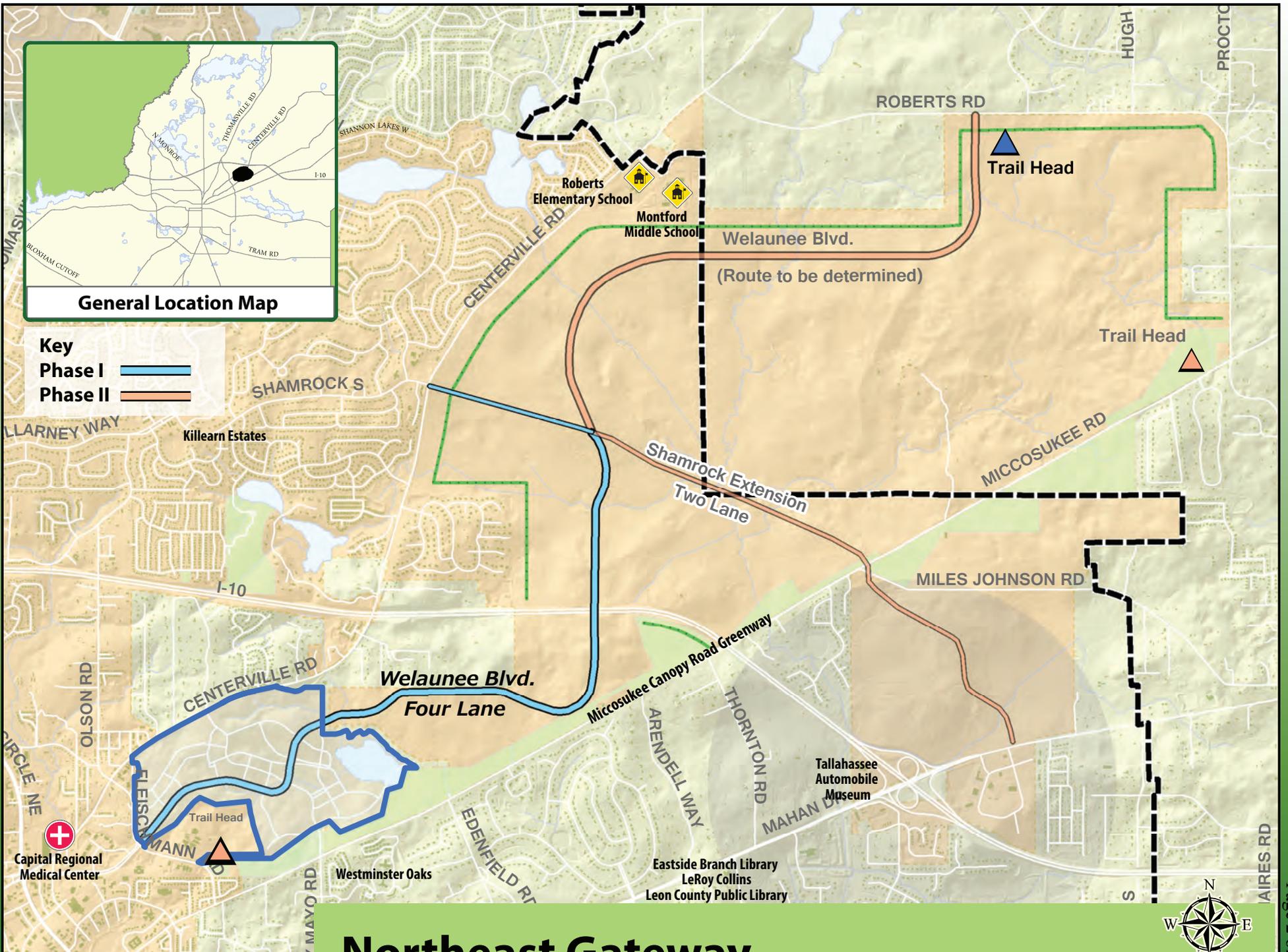
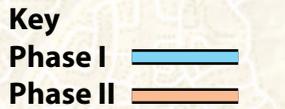
Northeast Gateway Welaunee Critical Area Plan Regional Infrastructure



Project Highlights

- Creates a gateway for northeast Leon County that is split into two project phases.
- Phase 1 project elements include:
 - Creates a regional road to support a new I-10 interchange
 - Constructs four lane Welaunee Boulevard South (Fleischmann Road to I-10) and North (I-10 to Shamrock Way)
 - Extends two lane Shamrock Way (Centerville Road to Welaunee Boulevard)
 - Creation of the 8.4 mile Welaunee Greenway, with a footbridge across I-10 to connect to the Miccosukee Greenway, creating a 17-mile trail loop
- Phase 2 project elements may occur once transportation connections north of Roberts Road have been identified and funded consistent with the County and City interlocal agreement. Phase 2 project elements include:
 - Extends four lane Welaunee Boulevard North (Shamrock Way to Roberts Road)
 - Extends two lane Shamrock Way (Welaunee Boulevard to Mahan Drive)
 - Adds four additional trailheads on Miccosukee Greenway
- Estimated Cost: Phase 1 - \$47.3 million; Phase 2 - \$30.7 million

The Northeast Gateway includes major infrastructure within the entire 7,000-acre Welaunee Critical Planning Area. Building region-serving roads to support a new I-10 interchange will provide leverage to attract interchange funding from other sources. The I-10 interchange, Welaunee Boulevard and other region-serving roads may take pressure off the scenic and protected Miccosukee and Centerville canopy roads, and potentially avoid costs for upgrades at the Thomasville Road and U.S. 90 I-10 interchanges. Except for a portion of the Welaunee Greenway, all potential development spurred by these road improvements will be located inside the Urban Services Area on lands planned for urban development since 1990.



Northeast Gateway



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1 This Instrument Prepared By:
2 David L. Powell
3 Gary K. Hunter, Jr.
4 Hopping Green & Sams
5 P.O. Box 6526
6 Tallahassee, FL 32314
7 (850) 222-7500

8
9 **AMENDED AND RESTATED CANOPY DEVELOPMENT AGREEMENT**

10
11 **This Amended and Restated Canopy Development Agreement** (“Development
12 Agreement”) is made this 6th day of June 2016, by and between **Ox Bottom Mortgage**
13 **Holdings, LLC**, a Florida limited liability corporation, whose mailing address is 4708 Capital
14 Circle, NW, Tallahassee, Florida 32303 (“Ox Bottom”); **TOE2, Inc.**, a Florida corporation, whose
15 mailing address is 3000 Welaunee Road, Tallahassee, Florida 32309 (“T2”); and the **City of**
16 **Tallahassee**, a Florida municipal corporation, whose mailing address is 300 South Adams St.,
17 Tallahassee, Florida 32301 (“City”). Ox Bottom and T2 may sometimes be referred to collectively
18 herein as the “Developers.” The City, Ox Bottom, and T2 may sometimes be referred to
19 collectively herein as the “Parties.”

20 **WITNESSETH:**

21 **WHEREAS**, Ox Bottom is the fee simple owner of approximately 258.87 acres which is
22 specifically described in the attached Exhibit “A” (“Ox Bottom Property”), T2 is the fee simple
23 owner of the 246.59 acres which is specifically described in the attached Exhibit “B” (“T2
24 Property”) of which Ox Bottom is the contract purchaser, and the Ox Bottom and T2 Properties are
25 collectively referred to herein as the “Property” totaling 505.46 acres, which is specifically
26 described in the attached Exhibit “C”; and

27 **WHEREAS**, the Property is located within the City limits and is part of the approximately
28 6,500 acre Welaunee property which in its entirety roughly formed the shape of a “Boot”; and

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1 **WHEREAS**, the western portion is the “Toe” (approximately 937 acres), the central
2 northern portion is the “Arch” (approximately 4,660 acres), and the eastern portion is the “Heel”
3 (approximately 903 acres);

4 **WHEREAS**, the Property is located in the western portion of the Toe, and the City
5 purchased from Powerhouse, Inc., (“PH”), T2’s predecessor in title, and owns approximately 428
6 acres which comprises the eastern portion of the Toe (“City Property”); and

7 **WHEREAS**, the development of the Property is governed by the *Welaunee Critical Area*
8 *Plan* (“CAP”) in the *Tallahassee-Leon County 2030 Comprehensive Plan* (“Comprehensive Plan”),
9 the Canopy Planned Unit Development as approved by Ordinance No. 10-Z-04 (“PUD”), and the
10 City’s land development code, hereafter “LDC”) existing as of the Effective Date (“Effective
11 Date”) of this Development Agreement; and

12 **WHEREAS**, the PUD rezoned the Property consistent with the CAP authorizing the
13 development of the Property with uses, densities, and intensities which are more specifically
14 described in the PUD and the Canopy Concept Planned Unit Development General Land Use Plan
15 Revised October 2010 which is incorporated by reference into the PUD; and

16 **WHEREAS**, as further described below, the Property is also subject to the *Amended and*
17 *Restated Urban Services-Development Agreement* between PH, Christopher F. Davenport, Louise
18 M. Davenport, and Ellen Mettler and the City dated February 2, 2006 (“ARUSDA”); a *Contract of*
19 *Sale and Purchase* between PH and the City dated February 2, 2006, from the City’s purchase of
20 the City Property (“City Purchase Contract”); the *Easement Agreement* between the City and PH
21 dated February 2, 2006 (“Easement Agreement”), which was amended and restated as further
22 described below; and Ordinance No. 07-0-30 (“CDD Ordinance”) creating the Dove Pond

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1 Community Development District (“Dove Pond CDD”), and the approved Canopy Stormwater
2 Facilities Master Plan (“SFMP”)

3 **WHEREAS**, the Ox Bottom Property is also subject to the *Dove Pond Joint Project*
4 *Agreement* between Ox Bottom’s predecessor in title, CNL Tallahassee I, LLC (“CNL”), and Leon
5 County (“County”) dated October 30, 2009, as amended by *First Amendment to the Dove Pond*
6 *Joint Project Agreement* dated November 29, 2010 (collectively, “JPA Agreement”), that provides
7 for the construction of the Dove Pond Regional Stormwater Facility (“Dove Pond RSF”); and

8 **WHEREAS**, the JPA Agreement states that the construction of the Dove Pond RSF as
9 provided for by the CAP and *Evaluations of Flood Reduction Alternatives and Recommendations*
10 *for Flood Reduction Tri-Basin Stormwater Management Study* dated April 1999, is a critical
11 component for resolving the historic flooding problems downstream of Dove Pond; and

12 **WHEREAS**, the JPA Agreement also states the public benefits that will be provided to the
13 City and the County resulting from the construction of the Dove Pond RSF as part of the Canopy
14 Project to accommodate the stormwater from upstream, the post-development Canopy Project, and
15 the pre-development within the remainder of the Toe, which includes those portions of the City
16 Property within the Dove Pond Basin, as further detailed therein; and

17 **WHEREAS**, on February 29, 2016, the Leon County-City of Tallahassee Blueprint 2000
18 Intergovernmental Agency (“Blueprint”) allocated funding from the 2020 sales tax extension
19 program to fund a portion of Dove Pond; and

20 **WHEREAS**, further public benefit will be derived from the Developers’ future dedication
21 of right-of-way for Welaunee Boulevard and construction of Welaunee Boulevard Segment 1, a
22 significant regional roadway, through the Property as provided herein, and construction of other on-
23 site roads that will improve traffic circulation and enhance protected canopy roads; and

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1 **WHEREAS**, the City recognizes the unique opportunity to participate in planning the
2 development of the Property in a manner consistent with the Comprehensive Plan to facilitate a
3 well-planned infill development within the Urban Service Area which will avoid urban sprawl,
4 particularly in implementing the CAP's planning principles which provide for a mix of uses that
5 will enable employment opportunities, natural resource protection in an urbanized setting, diversity
6 of housing choices, and walkable neighborhoods emphasizing pedestrian mobility and
7 transportation alternatives; and

8 **WHEREAS**, the Parties desire to clarify the process by which development approvals are
9 sought and obtained for development of the Property so as to provide certainty to the Developers
10 and assure that overall planning principles and concerns of the City are addressed; and

11 **WHEREAS**, it is deemed to be in the interest of the public health, safety, and welfare for
12 the City to clarify the development process for the Property; to provide for well-planned urban infill
13 development; to assist in the efficient permitting of the Property consistent with the uses permitted
14 by the PUD as may be amended; to provide for the construction of Welaunee Boulevard, thereby
15 contributing to the creation of a regionally significant roadway system which should divert traffic
16 away from Centerville Road and Miccosukee Road, protected canopy roads, and help resolve
17 general traffic circulation problems in the general vicinity; to provide the conditions under which
18 the Dove Pond RSF will be constructed; and to provide for the dedication of other lands for public
19 facilities as further detailed herein; and

20 **WHEREAS**, the Tallahassee City Commission on April 27, 2016, voted to initiate a major
21 modification of the Canopy PUD Concept Plan as adopted by Ordinance No. 10-2-04 to reflect the
22 land use development program and other changes contemplated by this Agreement; and

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1 **WHEREAS**, the Parties recognize the benefits of public/private cooperation and are
2 desirous of finalizing a development agreement which secures a plan for the permitting and
3 development of the Property, including the permitting and construction of Welaunee Boulevard and
4 the Dove Pond RSF as provided for below.

5 **NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions
6 contained herein, and other good and valuable considerations, the receipt and sufficiency of which
7 are hereby acknowledged, it is mutually agreed as follows:

8 **1. Recitals.** The recitals set forth above are true and correct and are incorporated
9 herein by reference.

10 **2. Purpose.** The purpose of this Development Agreement is to set forth the rights
11 and obligations of the Parties with regard to the future development of the Property.

12 **3. Authority for Development Agreement.** This Development Agreement is being
13 entered into pursuant to authority provided in Sections 163.3220-163.3243, *Florida Statutes*,
14 otherwise known as the *Florida Local Government Development Agreement Act* (“FLGDA Act”),
15 and Section 2-2 of the LDC. Accordingly, as provided by the FLGDA Act, the development of the
16 Property shall not be subject to any City laws and policies governing the development of the
17 Property, including but not limited to LDC regulations, codes, policies and/or impact fees, adopted
18 after the Effective Date of this Development Agreement, except as provided for by Section
19 163.3233(2), *Florida Statutes*, or as otherwise agreed to by the Parties.

20 **4. Term and Duration.** The term and duration of this Development Agreement shall
21 be for a period of fifteen (15) years from the Effective Date of this Development Agreement. The
22 term of this Development Agreement may be extended by mutual consent of the Parties, or their

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1 respective successors and/or assigns, subject to public hearings being held in accordance with the
2 FLGDA Act.

3 **5. Approved Land Uses.** The Property may be developed with those land uses,
4 densities, and intensities authorized by the PUD, as may be amended by the Parties from time to
5 time, but shall not exceed the uses and densities and intensities of use set forth in Paragraph 6.A
6 (collectively, “Approved Land Uses” or “Canopy Project”). Within 90 days after the Effective Date
7 of this Development Agreement, the Developers shall submit an application to revise all relevant
8 aspects of the PUD Concept Plan as necessary to reflect the terms of this Development Agreement.

9 **6. Transportation.**

10 **A. Transportation Concurrency Impacts and Approved Concurrency**
11 **Development Program.** The approved concurrency development program ("Approved
12 Concurrency Development Program") for the Canopy Project is specifically provided for in the
13 *Canopy Transportation Summary* attached as Exhibit “E,” and is as follows: 1,417 residential
14 dwelling units(including 126 inclusionary units); 65,000 square feet of retail which specifically
15 includes 50,000 square feet of shopping center and 15,000 square feet of high-turnover sit-down
16 restaurants; 97,927 square feet of office which specifically includes 47,927 square feet of general
17 office and 50,000 square feet of medical office; institutional uses which specifically include a
18 100,000 square foot elementary school, 60,000 square feet of senior citizens’ activity center, a
19 180-bed adult living facility, a 120-bed rehabilitation center, a 70-bed adult care/memory unit, 3-
20 5 transit shelters, and 15,000 square feet of a public safety/civic facility. The transportation
21 impacts expected from the Approved Concurrency Development Program (Concurrency
22 **Impacts**”) are hereby approved by the City for the Canopy Project.

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1 **B. Transportation Concurrency Mitigation.** The *Canopy Transportation*
2 *Summary* details the concurrency mitigation and certain requirements for the non-concurrency
3 internal road improvements (as further detailed in Paragraph 6.D. below) for the Canopy Project.
4 The City hereby approves the *Canopy Transportation Summary* and agrees that all the
5 Concurrency Impacts for the Canopy Project and the Approved Concurrency Development
6 Program are hereby mitigated and satisfied through the Developers' compliance with all terms
7 and conditions of this Paragraph 6 and the *Canopy Transportation Summary* ("Canopy
8 Transportation Mitigation"). The timing requirements for the Developers' dedication of right-of-
9 way and construction of Welaunee Boulevard Segment 1 are specifically detailed within the
10 *Canopy Transportation Summary*. No additional transportation concurrency obligations, fees, or
11 exactions shall be imposed or required for the Canopy Project (including the Approved
12 Concurrency Development Program), including but not limited to, impact fees, mobility fees,
13 roadway improvements, and right-of-way contributions, except as specifically provided for
14 herein or as provided in the FLGDA Act. Notwithstanding any other provision in this
15 Development Agreement, as between the Developers, Ox Bottom shall be responsible for the
16 construction of Welaunee Boulevard Segment 1 as a component of the Canopy Transportation
17 Mitigation, and the Developers may enter into a separate agreement which allocates the rights
18 and responsibilities relative to the Canopy Transportation Mitigation.

19 **C. Transportation Concurrency Reservation.** The Canopy Project and the
20 Approved Concurrency Development Program are hereby approved for 1,567 (829 enter, 738
21 exit) net external p.m. peak hour trips ("Project Trips"), The City hereby reserves the Project
22 Trips for the Canopy Project, and the Developers hereby relinquish all trips previously reserved
23 for the Canopy Project in excess of the Project Trips specified herein. The Canopy Project, the

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1 Approved Concurrency Development Program, the Concurrency Impacts, the Canopy
2 Transportation Mitigation, and the Project Trips are hereby reserved.

3 **D. Internal Roadways.** The Developers' construction of the Canopy Project
4 internal road system shall be phased consistent with the approved PUD Concept Plan. The
5 phasing for construction of Main Street and Dempsey Mayo Road within the Canopy Project
6 shall be set forth in the PUD Concept Plan. The City may install roundabouts at the intersection
7 of Welaunee Boulevard and Dempsey Mayo Boulevard, as generally depicted within the *Canopy*
8 *Transportation Summary*, to the extent funding is available through Blueprint 2020 sales tax
9 extension program.

10 **E. Welaunee Boulevard, Main Street, and Dempsey Mayo.** As stated in the
11 *Canopy Transportation Summary*, the width of the right-of-way for Welaunee Boulevard shall be
12 120 feet, unless Developers agree to increase the width. The design for Welaunee Boulevard, as
13 it is to be constructed by the Developers and the City, shall be designed for six through
14 automobile lanes from Fleischmann Road to Main Street and shall not exceed four through
15 automobile lanes throughout the remaining portion of the Canopy Project. Welaunee Boulevard
16 shall be based upon the typical cross-section attached as Exhibit "F". The Developers shall
17 construct Welaunee Boulevard Segment 1 prior to the first record plat but in no event later than
18 December 31, 2020. The Developers shall bear the costs for the design of Welaunee Boulevard
19 as depicted on the *Canopy Transportation Summary* (with 4 through lanes except for 6 through
20 lanes from Fleischmann Road to Main Street) and the permitting of the first four lanes of
21 Welaunee Boulevard Segments 1-3, in accordance with City standards, provided that the City
22 shall assist in obtaining all necessary permits for Welaunee Boulevard; the design and permitting
23 shall be completed within two years of the Effective Date of this Development Agreement.

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1 The City shall use its best efforts to commence actual and continuous construction of
2 specific segments of Welaunee Boulevard as follows:

3 Welaunee Boulevard Segment 2 (from the end of the four-lane portion of Segment 1 to
4 the ridge of the Dove Pond Closed Basin no later than December 31, 2020.

5 Welaunee Boulevard Segment 3 (from the ridge of the Dove Pond Closed Basin to the
6 City property line) no later than December 31, 2022.

7 The Developers shall provide the City access to the sites designated for those segments of
8 Welaunee Boulevard to be constructed by the City reasonably required for the construction and
9 activities associated therewith. Segments of Welaunee Boulevard shall be dedicated to the City
10 within six (6) months of completion of each segment.

11 The Parties agree to the general road alignment and design speeds for Welaunee
12 Boulevard, Main Street, and Dempsey Mayo as depicted on Exhibit "G". The plan for the City's
13 future expansion of Welaunee Boulevard from four to six lanes located at the Fleischmann Road
14 intersection and the eastern boundary of the Property is provided for and depicted on Exhibit
15 "G." This paragraph supersedes the provisions of Paragraph 10 of the ARUSDA for the Canopy
16 Project regarding the dedication of right-of-way, right-of-way width, general road alignment,
17 design speeds and typical cross-section for Welaunee Boulevard.

18 If Developers fail to comply with any obligation contained in this section, the City as a
19 remedy may withhold issuance of development orders and/or permits for future development until
20 Developers comply with such obligation.

21 **F. Bike and Pedestrian Circulation Plan.** Interconnected multipurpose trails and
22 sidewalks for bicycles and pedestrians shall be constructed consistent with the *Canopy Bike and*
23 *Pedestrian Circulation Plan* which is attached as Exhibit "H", which may be amended by mutual

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1 consent of the Parties from time to time (“Bike and Pedestrian Plan”) as a minor amendment to
2 the PUD in accordance with section 10-165(c)(1)(h) of the LDC. The construction of
3 interconnected multipurpose trails and sidewalks pursuant to the *Bike and Pedestrian Circulation*
4 *Plan* shall be phased as depicted on Exhibit “H”, but may be constructed sooner at the election of
5 Developers within their discretion. Multipurpose trails and sidewalks that are not part of a plat,
6 but are depicted on the Property in the *Bike and Pedestrian Circulation Plan*, shall be completed
7 no later than the approval of the last final plat for the particular phase in which the trail or
8 sidewalk is located within the Canopy Project.

9 The City agrees to construct sidewalks and multipurpose trails along Welaunee Boulevard
10 Segments 2 and 3, Dempsey Mayo Road, and Main Street, and the Developers hereby otherwise
11 release the City from its obligation pursuant to Paragraph 4 of the ARUSDA to pay for the
12 Canopy Project sidewalks. All other sidewalks and multipurpose trails are the responsibility of
13 the Developer. The Developer may opt to construct the sidewalks and multipurpose trails for all
14 or part of Welaunee Boulevard Segments 2 and 3, Dempsey Mayo Road, or Main Street sooner
15 than scheduled; however, the City will reimburse the Developer for actual construction costs,
16 subject to agreement between the City and Developer. If, due to the Developers’ failure to
17 construct Welaunee Boulevard Segment 1 by the date established in this Development
18 Agreement, the City proceeds to construct Welaunee Boulevard Segment 1, the City may opt to
19 construct all or part of the sidewalks and multipurpose trails along Welaunee Boulevard Segment
20 1 sooner than scheduled; however, the Developer will reimburse the City for actual construction
21 costs, subject to agreement between the City and Developer.

22 **G. Transit.** Developers shall construct and dedicate a minimum of three, but in no
23 event more than five, transit shelters within the Canopy Project at locations to be agreed to by

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1 Developers and the City. The transit shelters may be constructed by Developers at a design
2 standard consistent with the design standards implemented by the Developers in the Canopy
3 Project as depicted on Exhibit “I” or a comparable structure that satisfies the City’s design and
4 construction standards, as mutually agreed by the City and the Developers. A transit hub which
5 will satisfy Policy 13.1.4.(2)(A) of the CAP shall be provided for on the City Property by the
6 City, its successors or assigns.

7 **H. Lanes for Mews Lots.** As a component of developing the Canopy Project, and
8 providing the community with a more affordable housing option, the Developers may propose to
9 create small enclaves within larger neighborhoods containing mews lots. These enclaves containing
10 mews lots, if constructed, will be adjacent to pocket parks, open space and/or green areas that will
11 serve as amenities to the surrounding neighborhoods. Mews lots will contain single family
12 detached homes which front on the pocket parks, open space and/or green areas, and therefore only
13 have vehicular access via lanes from behind the homes. The lanes, which will be owned and
14 maintained by the Dove Pond CDD or a successor district as provided by Paragraph 11 below, will
15 be public lanes for the purposes of building permitting and home addressing. The City will agree to
16 vary the standards of the City’s “Driveway and Street Connection Regulations Policies and
17 Procedures” dated August 1988 for mews lanes, subject to the Developers satisfactorily addressing
18 utility placement, maintenance access, stormwater management, and fire protection.

19 The lanes shall provide access to public streets built to City standards at each end of the
20 lane. The Developers shall enter into a Letter of Agreement with the City and the Dove Pond CDD
21 or successor district as provided by Paragraph 11 below for each mews neighborhood or
22 subdivision plat that sets forth the duties and responsibilities of each related to the lanes and any
23 utilities that are provided therein.

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1 **I. Collector and Local Roads.** In addition to Welaunee Boulevard, access
2 throughout the Canopy Project will be provided by collector and local roadways which will be
3 dedicated to, and maintained by, the City. As an important component of developing the Canopy
4 Project and providing the community with a walkable, pedestrian oriented development, a fine-
5 grained roadway network has been planned which provides shorter pedestrian-friendly blocks and
6 on-street parking in various locations. In addition, the use of these principles will require flexibility
7 in the design of collector and local roads to address the relationship of these roads with the highly
8 integrated and compact mix of land uses of the Canopy Project. The City will agree to vary the
9 standards of the City’s “Driveway and Street Connection Regulations Policies and Procedures”
10 dated August 1988 for collector and local roads, subject to Developers satisfactorily addressing
11 right-of-way widths, utility easements and placement, travel lanes, parking lanes, bike lanes, and
12 sidewalks. The Developers may propose alternative collector and local road cross sections at the
13 time of the filing an application for preliminary plat for each phase. The City’s review of the design
14 details of these cross sections shall be coordinated with the City Manager or designee and approved
15 as part of the preliminary plat for each phase.

16 **J. Program Changes.** For the purposes of transportation concurrency, changes may be
17 made to specific land use types and densities and intensities of use within the Approved
18 Concurrency Development Program, provided that such changes are otherwise consistent with the
19 Agreement and the PUD, as amended. In the event such changes are requested, the Developers
20 shall provide traffic information that includes the following:

21 1. A table showing trip generation, pass-by, internal capture, and other adjustments for
22 the entire project on the Property as approved at the time of the request for a change; and

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2. A table showing trip generation, pass-by, internal capture, and other justments for the entire project on the Property as proposed to be changed.

In addition to the above, unless the proposed change will clearly not increase the number of project entering or exiting trips and will clearly not significantly alter the project trip distribution pattern, the traffic study shall also include the following:

1. Trip assignment maps (and corresponding tables) for the entire project on the Property as approved at the time of the request for a change; and

2. Trip assignment maps (and corresponding tables) for the entire project on the Property as proposed to be changed.

Should more than the allotted trips set forth in section C (above) be added to roadway segments as a result of the above, such additional trips will be allowed as long as no additional traffic mitigation is required. Any changes to the land uses or square footages requiring additional traffic mitigation shall be submitted to the Director of the Growth Management Department for approval through the applicable concurrency policies and procedures.

7. **Utilities.**

A. **The City's Provision of Utilities.** The City agrees to provide the Canopy Project with underground electricity, natural gas, potable water, sanitary sewer, and solid waste services in sufficient capacity to serve the Canopy Project. The City shall provide Developers the underground electric, water, and sanitary sewer service consistent with the terms of the ARUSDA. The City's provision to the Canopy Project of natural gas shall be at the expense of the City; however, Developers agree to pay the City \$165,000 to be applied by the City towards the costs of installing the gas line along Welaunee Boulevard for the Canopy Project, which may be paid to the City in multiple payments over time proportionate to the City's phased construction of the gas line ("WB

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1 Gas Line Reimbursement”). The Developers may enter into a separate agreement which allocates
2 the rights and responsibilities relative to the WB Gas Line Reimbursement. The City may install
3 treated wastewater reuse pipes in Canopy Project major internal roadway right-of-ways, which
4 installation shall be coordinated with the Developers during the Developers’ construction of those
5 roadways. Developers have submitted and the City has approved as part of the PUD the water and
6 wastewater master plans for the Canopy Project. If the Developers modify the approved PUD
7 Concept Plan, the Developers shall update the water and wastewater master plans and submit these
8 to the City for approval to satisfy the Developers’ obligations pursuant to Paragraphs 1 and 2 of the
9 ARUSDA regarding these master plans.

10 **B. Water Well Site Donation.** Ox Bottom shall donate a 3-acre water well site
11 (“Water Well Site”) located in the PUD designated primary open space area of the Canopy Project
12 as depicted on Exhibit “J” prior to the first final plat for the Canopy Project, provided that the
13 Parties may agree to move the Water Well Site to a mutually agreed location (in the same block of
14 primary open space) in the application to revise the PUD Concept Plano. The Water Well Site shall
15 be used by the City to construct and install a municipal water well, ordinary housing, and
16 appurtenances (“Water Well”). Upon conveyance of the Water Well Site to the City, Ox Bottom
17 shall provide the City a temporary non-exclusive access easement to the Water Well Site in the
18 event the City needs to construct the Water Well within the Water Well Site prior to the
19 construction of an internal Canopy Project road which provides access to the Water Well Site. The
20 temporary non-exclusive access easement shall terminate when an internal public road providing
21 access to the Water Well Site is available at which time the Parties will execute and record a
22 termination of the easement.. In addition to the stormwater retention obligations addressed below,

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the Developers shall provide treatment for stormwater runoff from the Water Well Site, at no more than 65 percent impervious surface, in the Canopy Project's master stormwater system.

C. Amended and Restated Electrical Utility Easement Agreement. Previously, Ox Bottom's predecessor in title, CNL, and the City executed and recorded the Amended and Restated Electric Utility Easement Agreement ("Electric Easement") attached hereto as Exhibit "K". The City agrees that the proposed uses depicted on that portion of the General Land Use Plan and the Canopy Conceptual Site Plan, attached as Composite Exhibit "L", are authorized by, and consistent with, the terms of the Electric Easement.

8. Stormwater. The City has approved the: (1) Stormwater Facilities Master Plan ("SFMP"); (2) Linear Infrastructure Variance for the Dove Pond RSF ("Dove Pond RSF LIV"), and (3) Linear Infrastructure Variance for Phase 1 ("Phase 1 LIV"). The SFMP, Dove Pond RSF LIV, and Phase 1 LIV may be referred to collectively herein as "City Stormwater Approvals." The Canopy Project stormwater management system is detailed within the SFMP ("Canopy Project SWMS"). Subject to any future amendments that may be made to the PUD Concept Plan, the Canopy Project SWMS shall be designed and constructed consistent with the City Stormwater Approvals. If the Developers modify the approved PUD Concept Plan, the Developers shall revise the SFMP and submit for approval consistent with the amendment provisions in the SFMP.

A. Dove Pond RSF.

(1) Generally. Previously, Ox Bottom's predecessor in title, CNL, and the City executed and recorded the *Amended and Restated Dove Pond Regional Stormwater Facility Easement Agreement* attached hereto as Exhibit "M" ("Dove Pond RSF Easement"). The Parties agree that the design and construction of the Dove Pond RSF pursuant to the SFMP and the Dove Pond RSF LIV is authorized by, and consistent with, the terms of the Dove Pond RSF Easement.

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1 **(2) City Facilities.** In recognition of Blueprint assuming responsibility for funding a
2 major portion of Welaunee Boulevard within the Canopy Project, the Developers agree they, or the
3 Dove Pond CDD or a successor district, shall be responsible for managing the stormwater from the
4 portions of Welaunee Boulevard within the Dove Pond Closed Basin funded by Blueprint as well as
5 the stormwater from the Water Well Site, the Public Safety/Civic Site, the Senior Center Site, and
6 for post-development treated stormwater from that portion of the City property lying outside the
7 boundaries of the Property but naturally draining to Dove Pond, as depicted in the Linear
8 Infrastructure Variance Application dated October 2009, and consistent with the Welaunee Toe –
9 East PUD, revised May 31, 2013, as adopted by Ordinance No. 13-Z-09. Developers agree to
10 accept and convey stormwater from the above-described roadway and sites on the Property into the
11 Canopy regional stormwater system conveyance facilities, and to provide rate attenuation, volume
12 retention, and water quality treatment all in conformance with regulatory requirements. Developers
13 shall provide stormwater facilities for the above-described roadway and sites on the Property when
14 construction commences for each roadway segment and each City facility.

15 **(3) Financial Assurance.** In order to provide the City the assurance that the Dove Pond
16 RSF will operate as designed and constructed, prior to commencing construction of the Dove Pond
17 RSF, Developers will provide the City, or cause the Dove Pond CDD or a successor district
18 pursuant to Paragraph 11 to provide to the City, either: (1) a copy of an insurance policy acceptable
19 to the City (which is either a 7 year term policy, or a policy which can be renewed annually for 7
20 years) containing coverage of a \$500,000 annual limit for each of seven consecutive years
21 following completion of the Dove Pond RSF which covers the costs to repair the Dove Pond RSF
22 in the event that it cannot be operated as designed and constructed due to a sinkhole or subsurface
23 karst failure; or alternatively, (2) a bond or other similar form of surety acceptable to the City which

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will be maintained for seven (7) years following completion of the Dove Pond RSF in the amount of \$500,000 which may be drawn on by the City if Developers, their successors or assigns, fail to repair the Dove Pond RSF in the event that it cannot be operated as designed and constructed due to a sinkhole or subsurface karst failure. If the City draws on the bond or other surety for non-performance by Developers in any given year within the 7 year period, Developers must replenish the bond or other form of surety back to the total amount of \$500,000. If Developers fail to comply with this provision, the City as a remedy may withhold issuance of development orders and/or permits for future development within the Dove Pond Basin until Developers comply with this provision. For purposes of this provision, "completion of the Dove Pond RSF" shall be the date on which the first stormwater facility operating permit is issued by the City for operation of the Dove Pond RSF.

12 **(4) Not Mandated.** Nothing contained in this Development Agreement shall be
13 construed to require Developers to construct the Dove Pond RSF, which may be constructed in
14 Developers' sole discretion. Should the Developers decide not to construct Dove Pond as a
15 stormwater facility for the Canopy Project, the Developers or the Dove Pond CDD or successor
16 district will provide alternative stormwater retention facilities located on the Property for those
17 portions of Welaunee Boulevard within the Dove Pond Closed Basin funded by Blueprint as well as
the stormwater from the Water Well Site, the Public Safety/Civic Site, the Senior Center Site,
19 Developers agree to accept and convey stormwater from the above-described roadway and sites,
20 and to provide rate attenuation, volume retention, and water quality treatment all inconformance
21 with regulatory requirements. Additionally, should Blueprint provide \$2,000,000.00 to the Dove
22 Pond CDD or successor district for construction of the Dove Pond RSF but the Developers decide
not to construct Dove Pond as a stormwater facility for the Canopy Project, the Developers or the

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1 Dove Pond CDD or successor district will provide alternative stormwater retention facilities located
2 on the Property for post-development treated stormwater from that portion of the City property
3 lying outside the boundaries of the Property but naturally draining to Dove Pond, as depicted in the
4 Linear Infrastructure Variance Application dated October 2009, and consistent with the Welaunee
5 Toe – East PUD, revised May 31, 2013, as adopted by Ordinance No. 13-Z-09. The Dove Pond
6 RSF, if constructed, shall be owned and maintained by the Dove Pond CDD or a successor district
7 as provided by Paragraph 11 below. If Developers fail to comply with this provision, the City as a
8 remedy may withhold issuance of development orders and/or permits for future development on the
9 Property until Developers comply with this provision.

10 **B. Regional Center Stormwater Pond.** The City hereby reserves capacity in the
11 Regional Center Stormwater Pond for up to approximately 3.98 acres of impervious area of the
12 proposed Welaunee Boulevard extension (including impervious area within the right-of-way of
13 public streets connecting thereto) into the Canopy Project which is consistent with the City’s
14 existing Stormwater Operating Permit No. TOP091058, and Developers are authorized to discharge
15 this stormwater into the Regional Center Stormwater Pond.

16 **C. Fleischmann Road Stormwater Pond.** The Retention Area 2 as identified in the
17 SFMP and the Phase 1 LIV provides for the expansion of the City’s existing Fleischmann Road
18 stormwater pond to accommodate stormwater from the Canopy Project as specifically provided
19 therein. Developers are authorized to expand the City’s Fleischman Road stormwater pond, at no
20 expense to the City, consistent with the SFMP and Phase 1 LIV, and subject to Developers
21 obtaining applicable permits.

22 **D. Dove Pond RSF Operation and Maintenance.** The Developers agree to cause
23 the Dove Pond CDD to reserve retention capacity in the Dove Pond RSF for the benefit of the

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1 Water Well Site, the Public Safety/Civic Site, the Senior Center Site, the portions of Welaunee
2 Boulevard within the Dove Pond Closed Basin, and for post-development treated stormwater
3 from that portion of the City property lying outside the boundaries of the Property but naturally
4 draining to Dove Pond, as depicted in the Linear Infrastructure Variation Application dated
5 October 2009, and consistent with the Welaunee Toe – East PUD, revised May 31, 2013, as
6 adopted by Ordinance No. 13-Z-09. If the Developers or the Dove Pond CDD or successor
7 district elect to construct Dove Pond and use it for this obligation, the Parties agree this shall not
8 constitute City use of Dove Pond, and the City shall bear no responsibility or expense for the
9 operation, maintenance, or repair of Dove Pond.

10 **9. Development Process.**

11 **A. Canopy Project Phasing.** The Canopy Project may be developed in phases as
12 determined by Developers consistent with the PUD and this Development Agreement.

13 **B. Expedited Permitting.** The City will provide the Developer with expedited
14 permitting, at the generally applicable fees set forth by City resolution without additional fees or
15 surcharges for expedited processing, for all Land Use and Environmental Services applications,
16 which include, but are not limited to, PUD minor amendments, concurrency modifications, NFI
17 revisions, EIAs, site plan applications, subdivision applications (e.g. preliminary plat, limited
18 partition, technical amendments), environmental management permit applications, and stormwater
19 operating permit applications. Building Inspection applications may also be expedited by the
20 Developers if applicable expedited permitting fees are paid.

21 **C. Expedited Platting.** The City and the Developers agree to explore and negotiate
22 mutually acceptable procedures to achieve expedited platting for the Canopy Project, provided that

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the Developers may propose expedited platting procedures in the application to revise the Canopy
2 PUD Concept Plan.

3 **D. Environmental Impact Analysis Process.**

4 (1) **Proof of Concept Submittal:** With the first preliminary plat submittal or earlier,
5 the Developers will provide a Concept Environmental Impact Analysis submittal for the Canopy
6 Project (“Concept EA”).

7 (2) The Concept EA will address conceptually how the Canopy Project will meet the
8 required credit and debit balance of potential impacts (i.e., debits) and mitigation (i.e., credits)
9 for the following four categories (“EA Categories”):

- 10 (a) Open space requirements (per PUD requirements);
- 11 (b) Tree credits within the primary open space (per Chapter 5, LDC); and
- 12 (c) Significant grade credits and severe grade preservation (per Chapter 5, LDC);
- 13 (d) Impervious area requirements, i.e. stormwater capacity accounting (per the
14 SFMP).

15 After Developers submit the Concept EA, as an alternative to the incremental impact and
16 mitigation process below, the Developers may propose, and the Parties may agree, that the
17 mitigation for the EA Categories (a) through (d) above can be satisfied for the entire Canopy
18 Project impacts to these EA Categories through the Developers’ recordation of a conservation
19 easement over the primary open space areas, subject to finalizing a management plan
20 (“Management Plan”) for these areas which addresses the construction, operation, maintenance,
21 and repair of authorized uses and facilities within the primary open space areas pursuant to the
22 PUD.

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1 (3) EA Impacts and Mitigation Banking: At the time a preliminary plat is submitted for
2 any portion of the Canopy Project, the Parties will proceed as follows:

3 (a) Pursuant to section 5-55 of the LDC, an EA will be developed defining the impacts
4 within each preliminary plat for the Canopy Project.

5 (b) Onsite (within a preliminary plat) credits and debits will be computed for each of the
6 EA Categories listed above.

7 (c) Offsite Credit Banks (“Credit Banks”) may be located within the Canopy Project
8 primary open space area, and outside of any of the project preliminary plats. At the time of each
9 preliminary plat, credits within the Credit Banks will be identified and computed per
10 methodologies coordinated with and approved by the Director of the Growth Management
11 Department for the purpose of mitigating the EA Categories listed above.

12 (d) The Developers will demonstrate that sufficient credits are available for each of the
13 EA Categories listed above, assuming full build-out of the respective preliminary plat, and
14 Developers may use combination of onsite and Credit Bank credits to offset impacts from
15 development within each preliminary plat.

16 (4) Environmental Permitting for Project Infrastructure, Single-Family Residential
17 Lots, and Non-Residential and Multi-Family Lots:

18 (a) Project Infrastructure and Single-Family Residential Lots: As a condition of
19 environmental permit issuance for the construction of infrastructure and single-family residential
20 lots within a preliminary plat, or portion thereof, the debits and credits for the EA Categories
21 shall be computed and finalized as part of the infrastructure permit, and no further true-up for
22 debits and credits will be required.

23 (b) Non-Residential and Multi-Family Lots:

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1 (i) At the time of infrastructure permitting, the Developers will provide an estimate
2 of the credits (on-site and/or Credit Bank) and debits for the non-residential and/or multi-family
3 lots.

4 (ii) At the time of individual site permitting for non-residential lots and multi-family
5 lots, the Developers will verify the credits considering onsite preservation areas and planting
6 credits from the final landscape plans) and debits based on the actual “permit level” construction
7 plans.

8 (iii) The credits and debits in the accounting record will be “trued up” at the time of
9 permit issuance.

10 (c) If Credit Banks are required to meet the credit totals, once the credits have been
11 identified and finalized for a particular Credit Bank, a conservation easement, which will be
12 subject to a Management Plan, will be required as a condition of an Environmental Management
13 Permit for the Credit Bank area subject to the permit.

14 (5) Credit and Debit Capacity Accounting Records:

15 (a) At the time of environmental permitting, a final capacity accounting record will be
16 established for each of the EA Categories listed above. A stormwater facility capacity
17 accounting record will be developed consistent with the SFMP. The capacity accounting records
18 will be maintained, trued-up and revised as appropriate as part of the environmental management
19 permitting process for the Canopy Project.

20 (b) Excess capacities within Credit Banks for EA Categories (a) through (d) may be
21 applied to future project phases.

22

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1 **10. Municipal Facilities.**

2 **A. Public Safety/Civic Site.** A proposed 2-acre upland site is generally depicted on
3 the General Land Use Plan (“ Public Safety/Civic Site”) for a governmentally owned public safety
4 or civic facility permissible in the applicable zoning district, provided that the Public Safety/Civic
5 Site may be relocated to a mutually agreed location in a revised PUD Concept Plan. Ox Bottom
6 shall dedicate the Public Safety/Civic Site to the City as part of the preliminary plat for the phase
7 in which the site will be located, or within one year after vehicular access via Welaunee
8 Boulevard and utilities are available at the site, whichever occurs first. Upon dedication to the
9 City, the City agrees to construct a public safety facility or facility for another permissible civic
10 use on the site. The deed to the City shall restrict the use of the Public Safety/Civic Site to a
11 governmentally owned public safety or civic facility permissible in the applicable zoning district,
12 with customary and necessary appurtenances, with the design in accordance with the PUD, as
13 amended. In addition to the stormwater retention obligations addressed above, the Developers
14 shall provide treatment for stormwater runoff from the Public Safety/Civic Site, at no more than
15 65 percent impervious surface, in the Canopy Project’s master stormwater system.

16 **B. Senior Center Site.** The Developers shall donate a site not to exceed 5 acres for
17 the construction of a senior citizens’ activity center (“Senior Center Site”). The Senior Center
18 Site shall be located as generally shown on the General Land Use Map in the revised PUD
19 Concept Plan or as mutually agreed by the City and Developers. The Developers shall deed the
20 Senior Center Site to the City within one year after vehicular access via Welaunee Boulevard and
21 utilities are available at the site. The deed to the City shall restrict the use of the Senior Center
22 Site to a senior citizens’ activity center not to exceed 60,000 square feet of institutional use, with
23 customary and necessary appurtenances. In addition to the stormwater retention obligations

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1 addressed above, the Developers shall provide treatment for stormwater runoff from the Senior
2 Center Site, at no more than 65 percent impervious surface, in the Canopy Project's master
3 stormwater system. The deed for the Senior Center Site shall provide that, in the event that the
4 City fails to commence actual and continuous construction of the senior citizens' activity center
5 within seven (7) years after conveyance of the site, the Senior Center Site shall revert to the
6 Developers.

7 **11. Community Development Districts**

8 **A. The Dove Pond Community Development District.** The City established the
9 Dove Pond CDD, a special-purpose local government pursuant to Chapter 190, *Florida Statutes*,
10 through the enactment of the CDD Ordinance at the request of CNL in order to plan, finance,
11 acquire, construct, and operate community infrastructure for the Canopy Project. Ox Bottom, as
12 successor in title to CNL, is engaged in extensive re-planning of the Canopy Project, including
13 re-formulation of the role for a community development district in connection with community
14 infrastructure for the Canopy Project. The City agrees to consider, upon request by the
15 Developers, the creation of a new community development district pursuant to Chapter 190.
16 *Florida Statutes*, prior to dissolution of the Dove Pond CDD in order to arrange an orderly
17 transfer of any assets or obligations (including but not limited to those relating to the Dove Pond
18 RSF) to a successor district.

19 **B. Districts May Satisfy Infrastructure Obligations.** If the Developers are required
20 to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or public
21 facilities set forth in Chapter 190, *Florida Statutes*, including, without limitation, those in
22 Section 190.012(2), *Florida Statutes*, then the Dove Pond CDD or a successor district may
23 independently satisfy such obligations. To the extent provided by law, when any such obligation

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1 under this Development Agreement is met or performed by the Dove Pond CDD or a successor
2 district, then the Developers shall no longer be subject to the obligation, which will be deemed
3 satisfied. The Dove Pond CDD or a successor district and City may enter into interlocal
4 agreements to provide for the maintenance of Canopy Project infrastructure (e.g. City-owned
5 stormwater ponds or City roadway right-of-way) in the event the Dove Pond CDD or a successor
6 district elects to implement a maintenance program which would exceed the City's standard
7 requirements.

8 **12. Agricultural and Silvicultural Uses and Operations.** The City agrees that the
9 development of the Property may occur over time and in phases, and that any portion of the
10 Property which is not being actively developed pursuant to this Development Agreement and the
11 PUD may be used by Developers for agricultural and silvicultural purposes and operations
12 consistent with the City's regulations pursuant to Policy 13.1.8 of the CAP as of the Effective Date
13 of this Development Agreement. Nothing in this Development Agreement requires Developers to
14 develop the Property.

15 **13. Prior Agreements.** This Development Agreement replaces and supersedes in its
16 entirety the Canopy Development Agreement dated February 23, 2011. The terms of this
17 Development Agreement shall prevail over any inconsistent terms of the ARUSDA and the City
18 Purchase Contract.

19 **14. Consistency with Comprehensive Plan.** This Development Agreement is
20 consistent with the Comprehensive Plan and the LDC.

21 **15. Other Permits.** Failure of this Development Agreement to address a particular
22 permit, condition, term, or restriction shall not relieve Developers of the necessity of complying
23 with the applicable law governing said permitting requirements, conditions, terms or restrictions.

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1 **16. Binding Effect.** The burdens of this Development Agreement shall be binding
2 upon, and the benefits of this Development Agreement shall inure to the benefit of, all successors in
3 interest to and assigns of the Parties to this Development Agreement. Further, the Parties agree that
4 Ox Bottom and T2 shall be individually responsible for fulfilling obligations under this
5 Development Agreement which apply to portions of the Property which are actually owned by
6 either Ox Bottom or T2, respectively. The Parties agree that there shall be no joint and several
7 liability as to T2 and Ox Bottom, and that any failure by T2 or Ox Bottom to fulfill an obligation
8 under this Development Agreement as to their respective portion of the Property shall not create
9 any liability with respect to the other for any purpose, including but not limited to enforcement
10 pursuant to Section 163.3243, *Florida Statutes*.

11 **17. Applicable Law, Jurisdiction, Venue.** This Development Agreement, and the
12 rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced
13 in accordance with the laws of the State of Florida. Additionally, in the event of any breach or
14 default under this Development Agreement by a party, the non-defaulting or non-breaching party
15 shall have the right to exercise any and all remedies at law or in equity, including specific
16 performance, or which are otherwise provided in this Development Agreement against the
17 defaulting or breaching party. No remedy available to any party shall exclude any other remedy
18 available to such party under this Development Agreement or at law or in equity. All remedies
19 shall be cumulative of all other remedies. Venue for any litigation pertaining to this Development
20 Agreement shall be exclusively in Leon County, Florida.

21 **18. Severability.** If any provision of this Development Agreement, or the application
22 thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any

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1 court of competent jurisdiction, then the remainder of this Development Agreement shall be valid
2 and enforceable to the fullest extent provided by law.

3 **19. Attorney's Fees.** In the event that it becomes necessary for any party to this
4 Development Agreement to enforce its rights under the terms of this Development Agreement, then
5 in that event, the prevailing party in such proceeding shall be entitled to recover reasonable
6 attorneys fees and court costs, including all trial and appellate litigation.

7 **20. Captions or Paragraph Headings and Exhibits.** Captions and paragraph headings
8 contained in this Development Agreement are for convenience and reference only, and in no way
9 define, describe, extend or limit the scope or intent of this Development Agreement, nor the intent
10 of any provision thereof. All exhibits are made a part of this Development Agreement by
11 incorporation as though they were restated herein.

12 **21. Joint Preparation.** Preparation of this Development Agreement has been a joint
13 effort of the Parties and the resulting document shall not, solely as a matter of judicial construction,
14 be construed more severely against a party to this Development Agreement.

15 **22. Approval, Recording, Filing, and Effective Date.** Within fourteen (14) days of
16 approval of this Development Agreement, the City shall record the Development Agreement in the
17 public records of Leon County. Within fourteen (14) days of recordation, the City shall submit a
18 copy of the Development Agreement to the Florida Department of Economic Opportunity
19 ("DEO"). This Development Agreement shall become effective upon the latter of the following
20 events: (a) thirty (30) days after submittal to DEO, or (b) the expiration of all appeal and challenge
21 periods for the Development Agreement.

22 **23. Amendment.** This Development Agreement may be amended if in writing by
23 mutual consent of the Parties, and consistent with the procedural requirements of the FLGDA Act.

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1 **24. Approvals and Duration of Permits.** Developers acknowledge that, except for
2 those specifically addressed herein, this Development Agreement does not extend the duration of
3 any other permits or approvals, nor does it obligate the City to approve development that is not
4 consistent with the Comprehensive Plan and the LDC.

5 **25. Further Assurances.** The Parties hereto agree to do, execute, acknowledge and
6 deliver, or cause to be done, executed, acknowledged and delivered all other further acts and
7 assurances as shall be reasonably requested by the other party in order to carry out the intent of this
8 Development Agreement and give effect thereto. Without in any manner limiting their specific
9 rights and obligations set forth in this Development Agreement, the Parties hereby declare their
10 intention to cooperate with each other in effecting the terms of this Development Agreement, and to
11 coordinate the performance of their respective obligations under the terms of this Development
12 Agreement.

13 **26. Notices.** Any notice that is to be delivered hereunder shall be in writing and shall
14 be deemed to be delivered (whether or not actually received) when (i) hand delivered to the
15 official hereinafter designated; (ii) upon receipt of such notice when deposited in the United
16 States mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such
17 notice when deposited with Federal Express or other nationally recognized overnight or next day
18 courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of
19 notice in this Agreement):

20	As to the City:	City Attorney's Office
21		Attn: Lewis E. Shelley
22		300 South Adams Street
23		Tallahassee, FL 32301

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As to Ox Bottom:

Steve Ghazvini
Tom Asbury
Ox Bottom Mortgage Holdings, LLC
4708 Capital Circle, NW
Tallahassee, FL 32303

With copies to:

Daniel E. Manausa
Manausa Law Firm, P.A.
1701 Hermitage Blvd., Suite 100
Tallahassee, FL 32308

and

David L. Powell
Gary K. Hunter, Jr.
Hopping Green & Sams
119 South Monroe St.
Tallahassee, FL 32301

As to T2:

Christopher F. Davenport
President
TOE2, Inc.
3000 Welaunee Rd.
Tallahassee, FL 32309

With copies to:

David L. Powell
Gary K. Hunter, Jr.
Hopping Green & Sams
Post Office Box 6526
Tallahassee, FL 32314

and

Russell Gautier
Williams, Gautier, Gwynn,
DeLoach & Sorenson, P.A.
2010 Delta Blvd.
Tallahassee, Florida 32303

FINAL 5-12-2016

1 **27. Public Hearings.** The City Commission approved this Development Agreement on
2 May 18, 2016, after two public hearings before the City Commission, the first of which was on
3 April 27, 2016, and the second of which was on May 18, 2016.

4 **28. Counterparts.** This Development Agreement may be executed in any number of
5 counterparts, each of which shall be deemed an original, but all of which, taken together, shall
6 constitute one and the same document.

7 ___

FINAL 5-12-2016

1 IN WITNESS WHEREOF, the Parties hereto, through their duly authorized
2 representatives, have executed this Development Agreement as of the date set forth below.

3 Witnesses:

OX BOTTOM

4
5 Debi Coltruis
6 WITNESS SIGNATURE

By: Behzad Ghazvini (MANAGER)
BEHZAD GHAZVINI

7
8 Debi Coltruis
9
10 WITNESS PRINT NAME

Date: 5/19/16

11
12 Brittany Dover
13
14 WITNESS SIGNATURE

15
16 Brittany Dover
17
18 WITNESS PRINT NAME

19
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22
23 **STATE OF FLORIDA**
24 **COUNTY OF LEON**

25
26 The foregoing Development Agreement was acknowledged before me this 19th day of
27 May 2016, by Behzad Ghazvini of Ox Bottom Mortgage Holdings, LLC,
28 Florida limited liability company, on behalf of the company. He is personally known to me or
29 has produced FL license as identification .

30
31
32 Kenda B Baxter
33 NOTARY PUBLIC

34
35 Kenda B Baxter
36 Name (Typed, printed or stamped)
37 (Seal)



FINAL 5-12-2016

1 Witnesses:

TOE2, INC.

2
3 [Signature]

By: [Signature]

4
5 WITNESS SIGNATURE

Christopher F. Davenport
President

6
7 Susan L Stephens

Date: 5/19/2016

8
9 WITNESS PRINT NAME

10
11 [Signature]

12
13 WITNESS SIGNATURE

14
15 Debi Collins

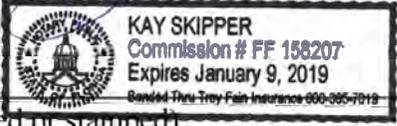
16
17 WITNESS PRINT NAME

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19
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21 STATE OF FLORIDA
22 COUNTY OF LEON

23
24 The foregoing Development Agreement was acknowledged before me this 19th day of
25 May 2016, by Christopher F. Davenport, as PRESIDENT of TOE2, Inc., a
26 Florida limited liability company, on behalf of the company. He is personally known to me or
27 has produced FDL # as identification
28 D 151-106-49-331-0

29
30
31 [Signature]

32 NOTARY PUBLIC



33
34 Name (Typed, printed or stamped)
35 (Seal)
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FINAL 5-12-2016

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CITY OF TALLAHASSEE



By: Andrew D. Gillum
Andrew D. Gillum
Mayor

Date: June 3, 2016

ATTEST:

APPROVED AS TO FORM:

By: James O. Cooke, IV
James O. Cooke, IV
City Treasurer-Clerk

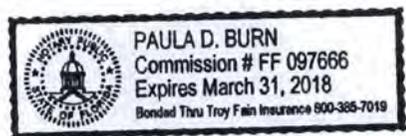
By: Lewis E. Shelley
Lewis E. Shelley
City Attorney

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing Development Agreement was acknowledged before me this 3rd day of June 2016, by Andrew D. Gillum, as Mayor of the City of Tallahassee, on behalf of the City of Tallahassee City Commission and the City of Tallahassee. He is personally known to me or has produced _____ as identification .

Paula D. Burn
NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)



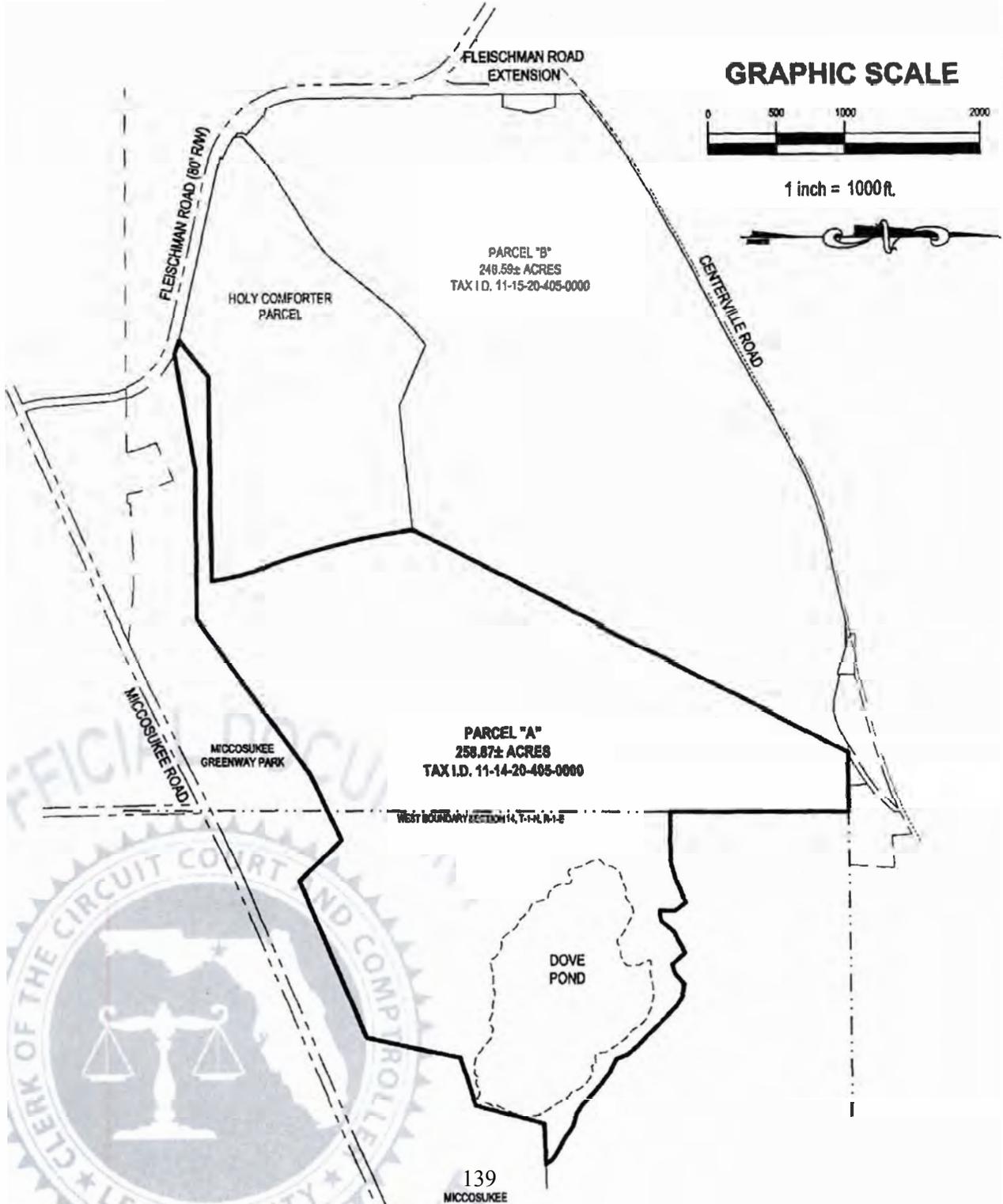
FINAL 5-12-2016

EXHIBIT LIST
DEVELOPMENT AGREEMENT

<u>Exhibit</u>	<u>Description</u>
1	
2	
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4	
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6	
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8	“A” Legal description and sketch of the Ox Bottom Property
9	
10	“B” Legal description and sketch of the T2 Property
11	
12	“C” Legal description and sketch of the Property
13	
14	“D” - OMITTED
15	
16	“E” Canopy Transportation Summary
17	
18	“F” Welaunee Boulevard Cross Section
19	
20	“G” Map Showing Proposed Road Alignments including Future 6 Lanes of
21	Connectivity from Fleischmann Road to City Property and Proposed Design
22	Speeds
23	
24	“H” Canopy Bike and Pedestrian Circulation Plan
25	
26	“I” Transit Shelter Photograph
27	“J” Water Well Site
28	
29	“K” Amended and Restated Electric Utility Easement
30	
31	“L” Portion of the General Land Use Plan and Canopy Conceptual Site Plan
32	
33	“M” - <u>Amended and Restated Dove Pond Regional Stormwater Facility Easement</u>
34	<u>Agreement</u>



LOCATION MAP FOR LEGAL DESCRIPTION: PARCEL "A"
SECTIONS 14 & 15, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA





PARCEL A: #11-14-20-405-0000

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a concrete monument (#7245); thence South 89°41'56" East 368.75 feet to a concrete monument (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a concrete monument; thence North 64°16'10" East 82.30 feet to a concrete monument (#7245); thence North 71°06'34" East 108.26 feet to a concrete monument (#7245); thence South 37°38'45" East 94.60 feet to a concrete monument (#7245); thence South 01°04'48" East 115.07 feet to a concrete monument (#7245); thence North 84°38'40" East 77.61 feet to a concrete monument (#7245); thence North 38°44'32" East 121.10 feet to a concrete monument (#7245); thence North 66°39'51" East 78.04 feet to a concrete monument (#7245); thence North 60°37'14" East 98.78 feet to a concrete monument (#7245); thence South 42°36'50" East 132.12 feet to a concrete monument (#7245); thence North 69°42'39" East 78.94 feet to a concrete monument (#7245); thence North 48°23'19" East 95.04 feet to a concrete monument (#7245); thence South 78°47'24" East 102.57 feet to a concrete monument (#7245); thence South 54°50'50" East 73.35 feet to a concrete monument (#7245); thence South 46°34'23" East 118.72 feet to a concrete monument (#7245); thence South 43°57'44" East 160.31 feet to a concrete monument (#7245); thence South 48°23'04" East 123.39 feet to a concrete monument (#7245); thence South 40°35'23" East 103.28 feet to a concrete monument (#7245); thence South 21°52'54" East 84.32 feet to a concrete monument (#7245); thence South 63°37'18" East 108.67 feet to a concrete monument (#7245); thence South 51°05'19" East 94.62 feet to a concrete monument (#7245); thence South 52°02'55" East 106.31 feet to a concrete monument (#7245); thence South 44°37'37" East 102.96 feet to a concrete monument (#7245); thence South 56°03'37" East 88.68 feet to a concrete monument (#7245); thence South 75°48'30" East 89.41 feet to a concrete monument (#7245); thence South 57°01'17" East 95.90 feet to a concrete monument (#7245); thence South 59°45'49" East 192.15 feet to a concrete monument (#7245); thence South 40°57'38" East 72.00 feet to a concrete monument (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe (# 732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44°02'50" West 428.45 feet to a point on a non tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 1/2" aluminum pipe (# 732); thence South 64°10'41" West 308.99 feet to a 2 1/2" aluminum pipe (# 732); thence South 53°55'00" West 1,374.71 feet to a 2 1/2" aluminum pipe (# 732); thence North 89°56'31" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80°23'55" West 854.80 feet to a concrete monument (# 3562) lying on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence westerly along said right of way boundary curve having a radius of 592.25 feet through a central angle of 10°21'58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (C.O.T.); thence leaving said right of way boundary run North 53°00'24" East 166.44 feet to a iron rod and cap (# 3293), thence North 51°23'36" East 179.35 feet to a found iron rod and cap (# 3293); thence North 89°41'14" East 1499.02 feet to a found iron rod and cap (# 3562) on a non tangent curve to the left, thence northerly along said curve with a radius of 1874.98 feet through a central angle of 12°06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14°22'52" West 395.44 feet) to a point on a non-tangent curve to the right; thence northerly along said curve having a radius of 5078.35 feet through a central angle of 12°43'14", for an arc distance of 1127.47 feet (the chord of said arc being North 14°02'54" West 1125.16 feet) to an iron rod and cap (#35632); thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida; thence along said North boundary North 89°56'06" East, 430.00 feet to the POINT OF BEGINNING. Containing, 258.87 acres, more or less.

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

SURVEYOR'S CERTIFICATION:

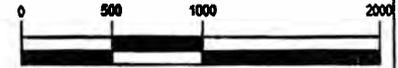
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 61G17-8). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR

Moore Bass

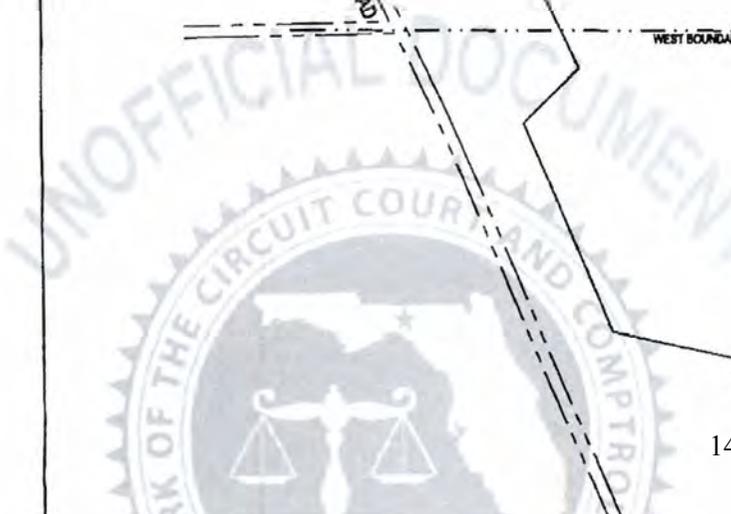
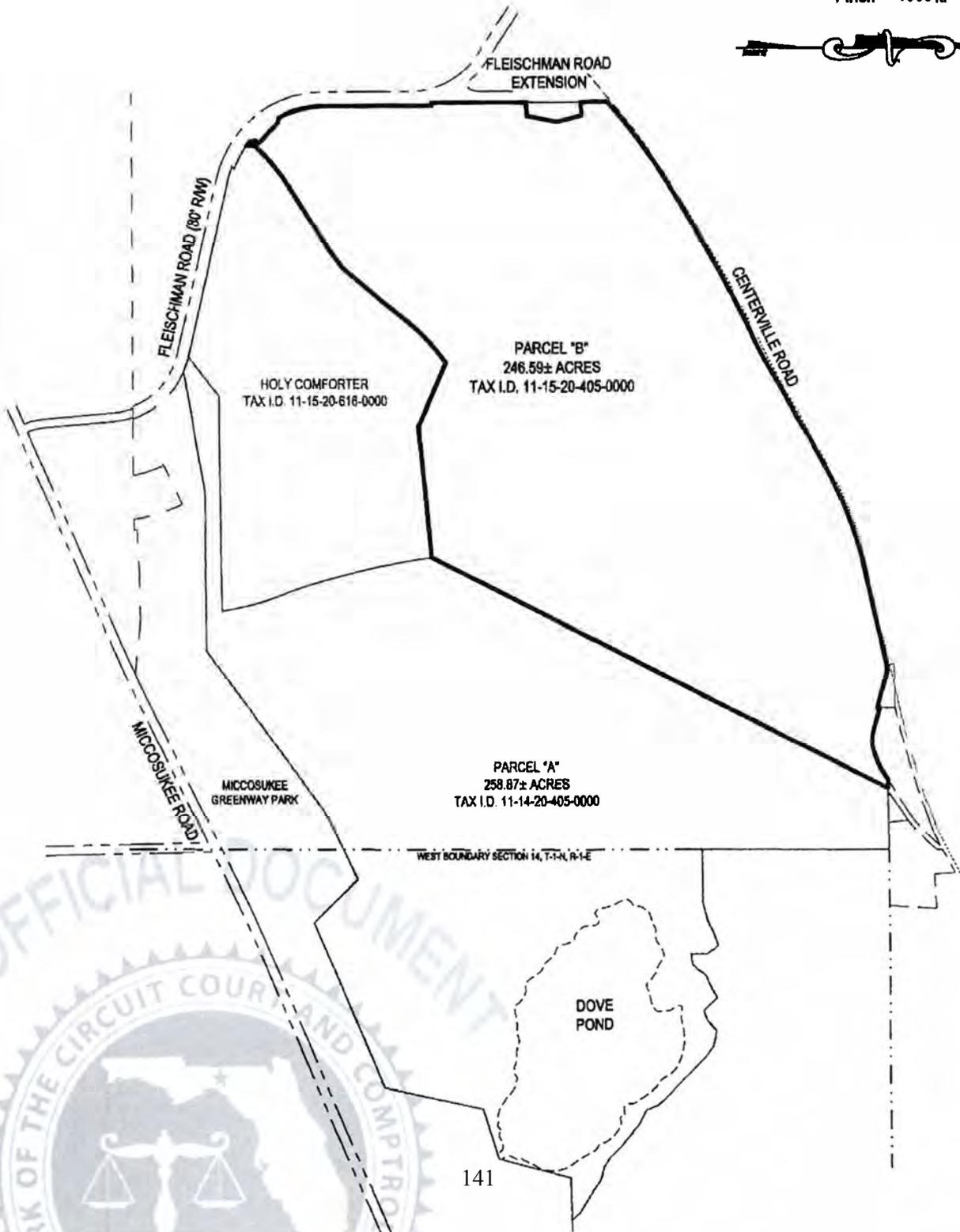
C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

LOCATION MAP FOR LEGAL DESCRIPTION: PARCEL "B" SECTIONS 14 & 15, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

GRAPHIC SCALE



1 inch = 1000 ft.





Parcel B: 11-15-20-405-0000

COMMENCE at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 89°56'06" West along the north line of Section 15, Township 1 North, Range 1 East, Leon County, Florida, 430.00 feet to a found iron rod and cap (#7245) marking the POINT OF BEGINNING; thence South 27°10'59" West, 3564.33 feet to a found rod and cap (#3562) marking the Northeast corner of the property described in O.R. Book 2792, Page 705; thence South 84°37'46" West 917.42 feet to a concrete monument (# 3283) marking the Northwest corner of said property and the Northeast corner of the property described in O. R. Book 1876, Pg. 2121; thence North 66°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Welaunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 38°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 01°54'31" for an arc length of 51.97 feet (chord bears South 39°39'02" West 51.98 feet), to a set iron rod and cap (#7245); thence South 40°38'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52'51" West 507.81 feet to a set iron rod and cap (#7245); thence along a curve to the left; thence Southwesterly along said curve having a radius of 1410.00 feet through a central angle of 14°51'10" for an arc length of 365.52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the Northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76), to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03° 00' 07" West 43.63 feet to a concrete monument (#7245); thence North 43° 01' 40" East 25.58 feet to a concrete monument (#7245); thence North 46° 58' 20" West 200.00 feet to a concrete monument (#7245); thence North 62° 03' 44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence northwesterly along said right of way boundary curve with a radius of 676.69 feet through a central angle of 27° 50' 02" for an arc length of 328.73 feet (the chord of said arc being North 14° 02' 05" West 325.5 feet) to a concrete monument (#7245); thence North 00° 13' 55" West 762.26 feet to a concrete monument (#7245); thence South 89° 46' 05" West 200.00 feet to a concrete monument (#7245); thence North 00° 13' 55" West 660.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.81 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14'14" West along said right of way boundary 185.83 feet to a concrete monument (#7245) on the Southeasterly right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°36'28" East 99.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26'14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 99.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'28" East 16.11 feet to a concrete monument (#7245); thence North 61°25'28" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 99.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06" East 100.00 feet to a concrete monument (#7245); thence North 63°15'28" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.85 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99.34 feet to a concrete monument (#7245); thence North 65°09'45" East 99.36 feet to a concrete monument (#7245); thence North 67°47'56" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 99.89 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North 73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 98.66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 580 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (# 3328) on the Northerly top of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1400, Page 1833; Book 1440, Page 113; and Book 1898, Page 560 of the Public records of Leon County, Florida; thence easterly along said Northerly top of bank of the old abandoned Centerville Road and said property as follows: South 73°58'16" East 174.68 feet to a found iron rod and cap (# 3328) on a non tangent curve to the left, thence easterly along said curve with a radius of 232.00 feet through a central angle of 32°42'33" for an arc distance of 132.45 feet (the chord of said arc being North 89°36'21" East 130.65 feet) to a found iron rod and cap (# 3328); thence North 73°23'58" East 46.08 feet to a found iron rod and cap (# 3328) on a non tangent curve to the left, thence northeasterly along said curve with a radius of 367.00 feet through a central angle of 14°32'22" for an arc distance of 90.59 feet (the chord of said arc being North 66°02'24" East 90.35 feet) to a found iron rod and cap (# 3328); thence North 58°53'04" East 91.36 feet to a concrete monument (# 7245); thence leaving said Northerly top of bank of the old abandoned Centerville Road run North 89°56'06" East along the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, a distance of 81.68 feet to the POINT OF BEGINNING. Containing 243.69 acres, more or less.

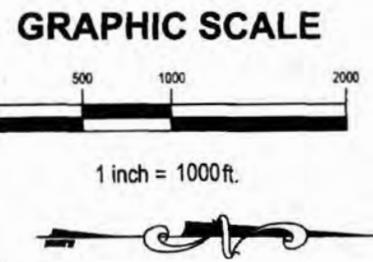
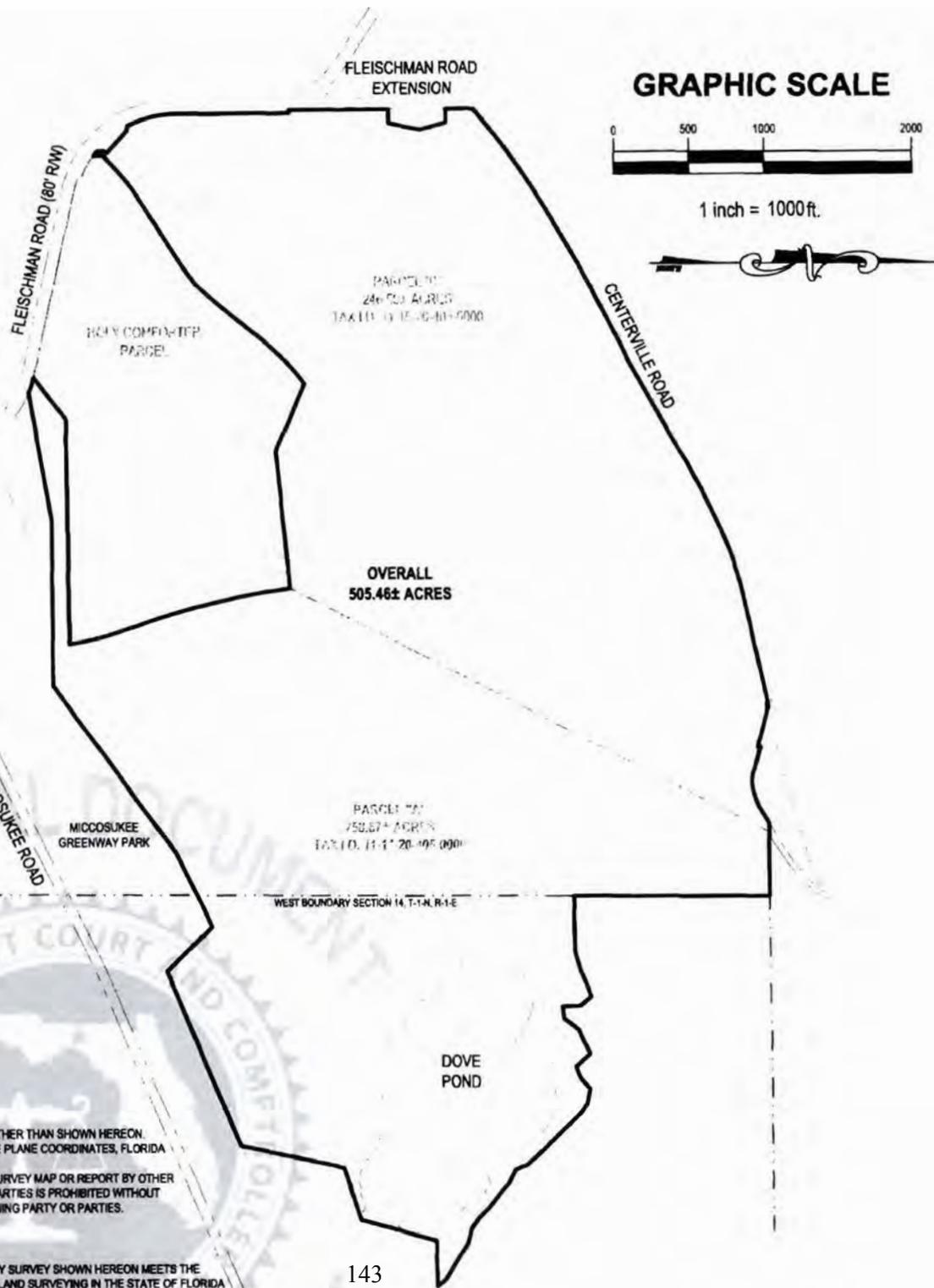
GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. §1017-9). THE UNDERSIGNED SURVEYOR HAS NOT BEEN

LOCATION MAP FOR LEGAL DESCRIPTION: PARCEL "C" (OVERALL)
SECTIONS 14 & 15, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



- GENERAL NOTES:**
1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
 2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
 3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 61G17-6). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF



PARCEL A: #11-14-20-405-0000

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a concrete monument (#7245); thence South 89°41'56" East 368.75 feet to a concrete monument (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a concrete monument; thence North 34°16'10" East 82.30 feet to a concrete monument (#7245); thence North 71°06'34" East 108.26 feet to a concrete monument (#7245); thence South 37°38'45" East 94.60 feet to a concrete monument (#7245); thence South 01°04'48" East 115.07 feet to a concrete monument (#7245); thence North 84°38'40" East 77.61 feet to a concrete monument (#7245); thence North 38°44'32" East 121.10 feet to a concrete monument (#7245); thence North 66°39'51" East 78.04 feet to a concrete monument (#7245); thence North 60°37'14" East 98.78 feet to a concrete monument (#7245); thence South 42°36'50" East 132.12 feet to a concrete monument (#7245); thence North 69°42'39" East 78.94 feet to a concrete monument (#7245); thence North 18°23'19" East 95.04 feet to a concrete monument (#7245); thence South 78°47'24" East 102.57 feet to a concrete monument (#7245); thence South 54°50'50" East 73.35 feet to a concrete monument (#7245); thence South 46°34'23" East 118.72 feet to a concrete monument (#7245); thence South 43°57'44" East 160.31 feet to a concrete monument (#7245); thence South 16°23'04" East 123.39 feet to a concrete monument (#7245); thence South 40°35'23" East 103.26 feet to a concrete monument (#7245); thence South 21°52'54" East 84.32 feet to a concrete monument (#7245); thence South 63°37'18" East 108.67 feet to a concrete monument (#7245); thence South 51°05'19" East 94.62 feet to a concrete monument (#7245); thence South 32°02'55" East 106.31 feet to a concrete monument (#7245); thence South 44°37'37" East 102.96 feet to a concrete monument (#7245); thence South 56°03'37" East 88.68 feet to a concrete monument (#7245); thence South 75°48'30" East 99.41 feet to a concrete monument (#7245); thence South 57°01'17" East 95.90 feet to a concrete monument (#7245); thence South 39°45'49" East 192.15 feet to a concrete monument (#7245); thence South 40°57'38" East 78.00 feet to a concrete monument (#7245) on the North boundary of the Micosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Micosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe (# 732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44°02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 1/2" aluminum pipe (# 732); thence South 64°10'41" West 309.99 feet to a 2 1/2" aluminum pipe (# 732); thence South 53°55'00" West 1,374.71 feet to a 2 1/2" aluminum pipe (# 732); thence North 89°56'31" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80°23'55" West 854.80 feet to a concrete monument (# 3562) lying on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence westerly along said right of way boundary curve having a radius of 592.25 feet through a central angle of 10°21'58" for an arc distance of 107.15 feet (the chord of said arc being North 1°58'18" West 107.01 feet) to a rod and cap (C.O.T.); thence leaving said right of way boundary run North 53°00'24" East 186.44 feet to a iron rod and cap (# 3293), thence North 51°23'36" East 179.35 feet to a found iron rod and cap (# 3293); thence North 89°41'14" East 1499.02 feet to a found iron rod and cap (# 3562) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1874.98 feet through a central angle of 12°06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14°22'52" West 395.44 feet) to a point on a non-tangent curve to the right; thence northerly along said curve having a radius of 5078.35 feet through a central angle of 12°43'14", for an arc distance of 1127.47 feet (the chord of said arc being North 14°02'54" West 1125.16 feet) to an iron rod and cap (#35632); thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida; thence along said North boundary North 89°56'06" East, 430.00 feet to the POINT OF BEGINNING. Containing, 258.87 acres, more or less.

PARCEL B: 11-15-20-405-0000

COMMENCE at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 19°56'06" West along the north line of Section 15, Township 1 North, Range 1 East, Leon County, Florida, 430.00 feet to a found iron rod and cap (#7245) marking the POINT OF BEGINNING; thence South 27°10'59" West, 3564.33 feet to a found rod and cap (#3562) marking the Northeast corner of the property described in O.R. Book 2792, Page 765; thence South 84°37'46" West 117.42 feet to a concrete monument (# 3293) marking the Northwest corner of said property and the Northeast corner of the property described in O.R. Book 1976, Pg. 2121; thence North 38°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Weluunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 18°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 11°54'31" for an arc length of 51.97 feet (chord bears South 39°39'02" West 51.96 feet) to a set iron rod and cap (#7245); thence South 40°36'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52'51" West 507.81 feet to a set iron rod and cap (#7245); lying on a curve to the left; thence Southwesterly along said curve having a radius of 1410.00 feet through a central angle of 14°51'10" for an arc length of 365.52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76) to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03°00'07" East 43.63 feet to a concrete monument (#7245); thence North 43°01'40" East 25.58 feet to a concrete monument (#7245); thence North 46°58'20" West 200.00 feet to a concrete monument (#7245); thence North 82°03'44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence Northwesterly along said right of way boundary curve with a radius of 876.69 feet through a central angle of 27°50'02" for an arc length of 328.73 feet (the chord of said arc being North 14°02'05" West 325.51 feet) to a concrete monument (#7245); thence North 00°13'55" West 762.26 feet to a concrete monument (#7245); thence South 89°46'05" West 20.00 feet to a concrete monument (#7245), thence North 00°13'55" West 860.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.61 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14'14" West along said right of way boundary 185.83 feet to a concrete monument (#7245) on the Southeastery right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°38'28" East 19.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26'14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 19.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'26" East 16.11 feet to a concrete monument (#7245); thence North 61°25'29" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 19.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06" East 100.00 feet to a concrete monument (#7245); thence North 63°15'29" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.65 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99.34 feet to a concrete monument (#7245); thence North 65°09'45" East 19.36 feet to a concrete monument (#7245); thence North 67°47'58" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 80.98 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North 73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 18.66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 589 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (# 3328) on the Northerly toe of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1100, Page 1000

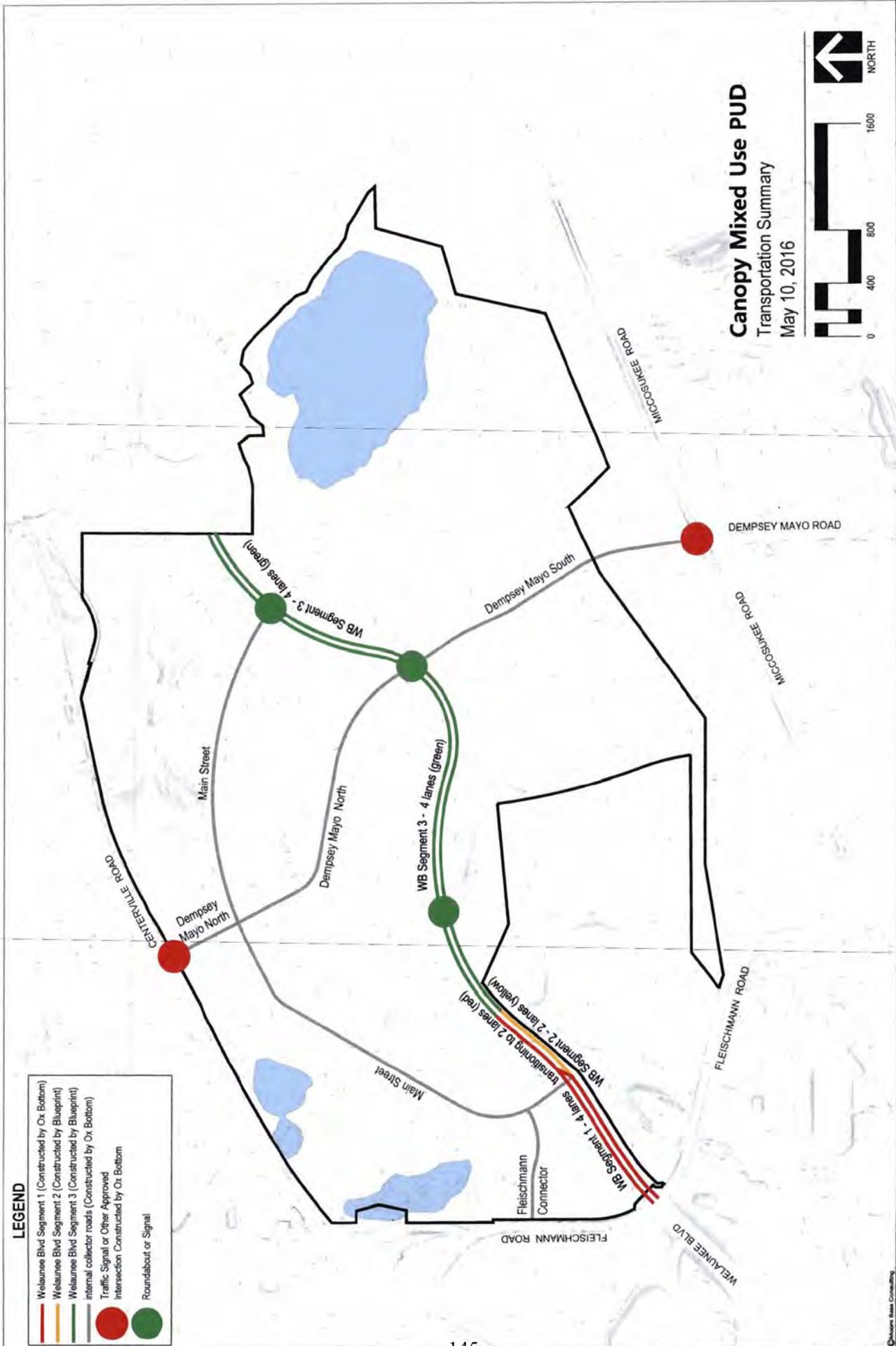


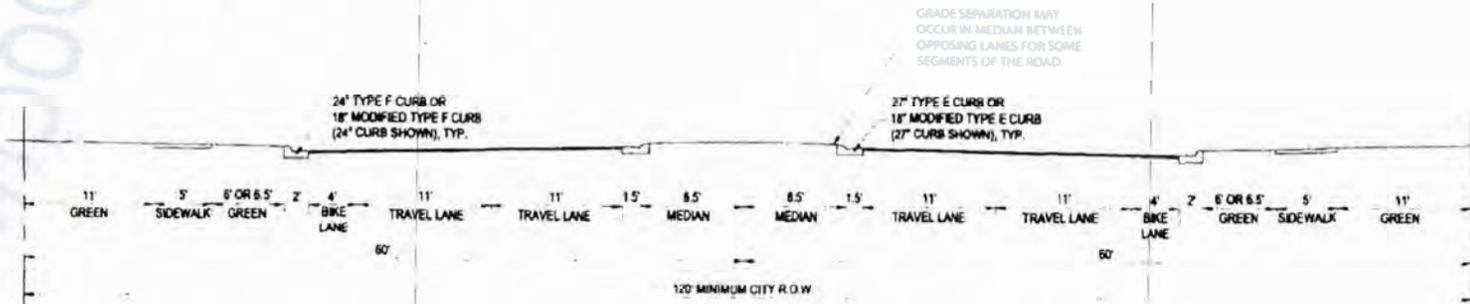
Exhibit E-2

Canopy Transportation Summary:

1. Concurrency is approved for the "Approved Concurrency Development Program" which consists of 1,417 dwelling units (including 126 inclusionary units), 65,000 square feet of retail (including 50,000 sf shopping center and 15,000 sf high-turnover sit-down restaurant); 97,927 sf office (with 47,927 sf general office and 50,000 sf medical office); and Institutional uses (including 100,000 sf elementary school, 60,000 sf senior citizens' activity center, 180-bed adult living facility, 120-bed rehabilitation center, 70-bed adult care/memory center, 3-5 transit shelters, and a 15,000 sf public safety/civic facility).
2. Developer's concurrency obligation for the Approved Concurrency Development Program is satisfied through the dedication of right-of-way for Welaunee Boulevard through the Canopy Project, construction of Welaunee Boulevard Segment 1 and compliance with all terms of the Amended and Restated Canopy Development Agreement. Exhibit E-1 attached hereto depicts Welaunee Boulevard Segments 1, 2, and 3. Developer will dedicate 120' WB ROW and necessary easements to accommodate WB 4-lane build-out design, including roundabouts, at first record plat, provided that WB ROW shall accommodate 6 lanes between Fleischmann Road and Main Street. This Project mitigation recognizes the value for ROW/easement and stormwater construction costs associated with the 4-lane Welaunee Boulevard.
3. All Welaunee Boulevard roundabouts are included in Welaunee Boulevard Segment 3.
4. Developer may opt to construct all or part of Welaunee Boulevard Segments 2 and/or 3 sooner than scheduled; however, the City will reimburse the Developer for actual construction costs no later than December 31, 2020, subject to agreement between City and Developer. City may opt to construct all or part of WB Segment 1 sooner than scheduled; however, the Developer will reimburse the City for actual construction costs subject to agreement between the City and Developer.
5. WB Segments 1 to 3 will be designed by Developer within 2 years after the Effective Date of this Development Agreement.

UNOFFICIAL DOCUMENT
CIRCUIT COURT AND COUNTY CLERK

GRAPHIC SCALE



GRADE SEPARATION MAY OCCUR IN MEDIAN BETWEEN OPPOSING LANES FOR SOME SEGMENTS OF THE ROAD.

24" TYPE F CURB OR 18" MODIFIED TYPE F CURB (24" CURB SHOWN), TYP.

27" TYPE E CURB OR 18" MODIFIED TYPE E CURB (27" CURB SHOWN), TYP.

- NOTES:
1. ALIGNMENT OF TRAVEL LANES AND SIDEWALKS MAY VARY WITHIN THE R.O.W.
 2. SIDEWALKS MAY BE DISCONTINUED ON ONE SIDE IN AREAS WHERE THE ROAD RUNS ADJACENT TO GREEN SPACE OR PARKS THAT WOULD HAVE PEDESTRIAN PATHS INTERNAL TO THE PARK THAT CONNECT TO THE SIDEWALKS IN THE ROAD.
 3. EXISTING TREES MAY BE PRESERVED WITHIN AND ON THE EDGE OF THE R.O.W.
 4. 17' MEDIAN WIDTH IS TYPICAL AND MAY VARY AT THE DEVELOPER'S DISCRETION.

TYPICAL SECTION A

DESCRIPTION: ARTERIAL ROADWAY WITH FOUR AUTOMOBILE TRAVEL LANES AND ON-STREET BICYCLE LANES.
USE: WELAUNEE BOULEVARD

TYPICAL SECTION

A

COT MAINTAINED

MooreBass
CONSULTING
TALLAHASSEE, FLORIDA

PROJECT NAME	CANOPY
CLIENT NAME	CHL

REVISIONS	



DATE	1/20/14
BY	WJG/ML
PROJECT #	17889
CONTRACT #	
DESCRIPTION	
DESIGNED BY	
CHECKED BY	
IN CHARGE	
SCALE	

SHEET TITLE	TYPICAL SECTIONS
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SHEET	1.0
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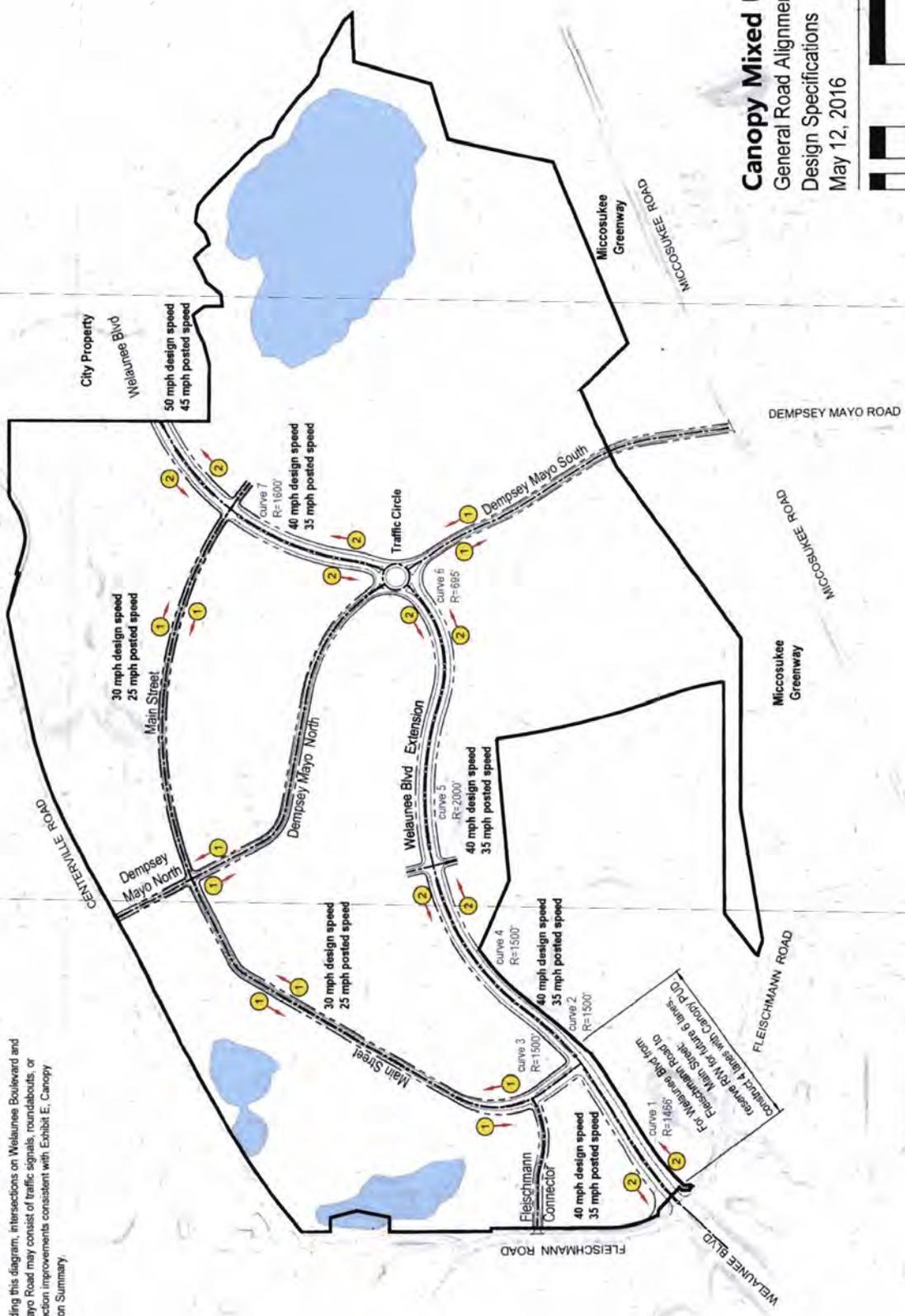
Exhibit F

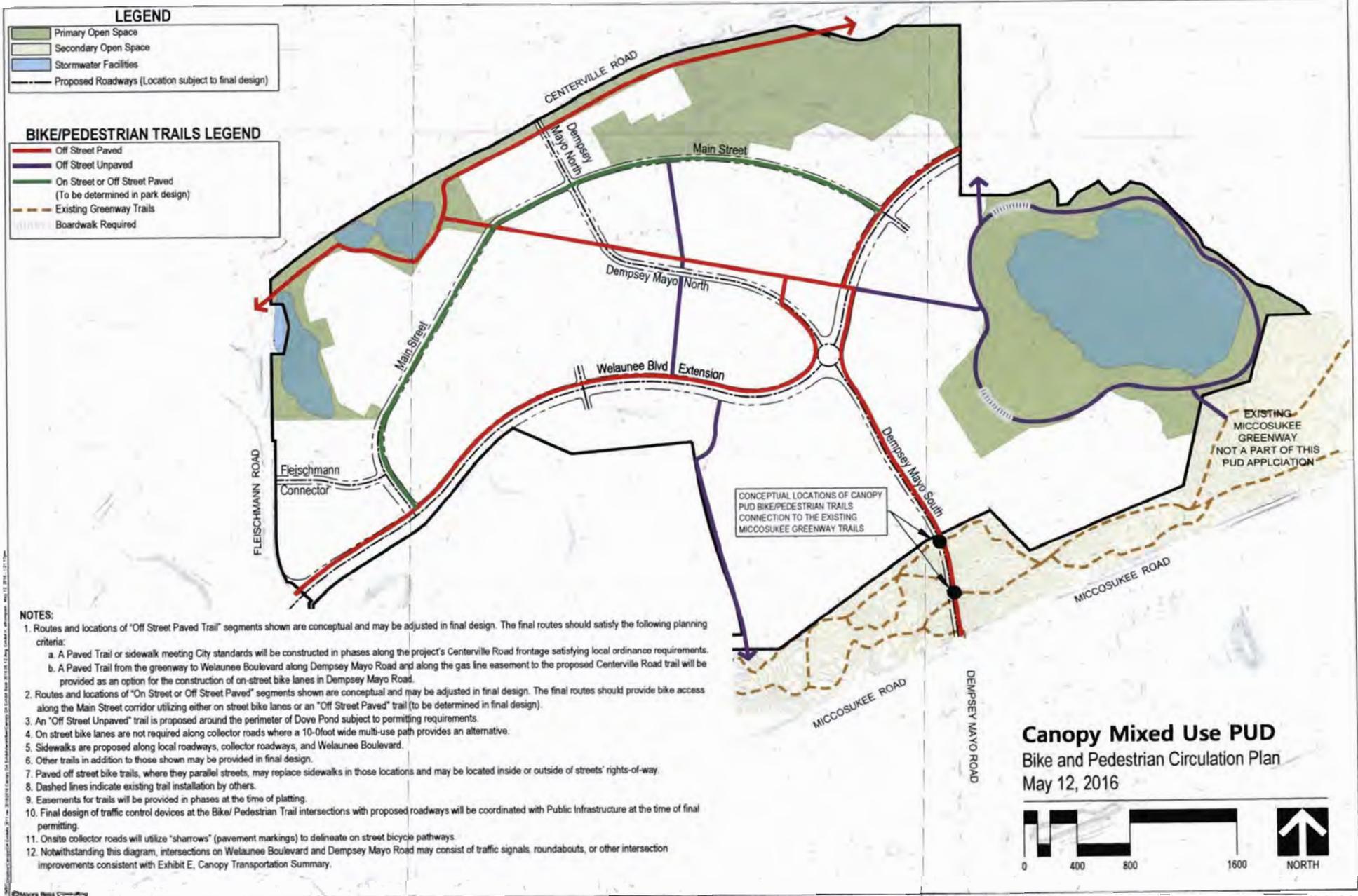
Canopy Mixed Use PUD
General Road Alignments and
Design Specifications
May 12, 2016



LEGEND
① Number of Lanes and Lane Direction

NOTE:
Notwithstanding this diagram, intersections on Welaunee Boulevard and Dempsey Mayo Road may consist of traffic signals, roundabouts, or other intersection improvements consistent with Exhibit E, Canopy Transportation Summary





- NOTES:**
- Routes and locations of "Off Street Paved Trail" segments shown are conceptual and may be adjusted in final design. The final routes should satisfy the following planning criteria:
 - A Paved Trail or sidewalk meeting City standards will be constructed in phases along the project's Centerville Road frontage satisfying local ordinance requirements.
 - A Paved Trail from the greenway to Welaunee Boulevard along Dempsey Mayo Road and along the gas line easement to the proposed Centerville Road trail will be provided as an option for the construction of on-street bike lanes in Dempsey Mayo Road.
 - Routes and locations of "On Street or Off Street Paved" segments shown are conceptual and may be adjusted in final design. The final routes should provide bike access along the Main Street corridor utilizing either on street bike lanes or an "Off Street Paved" trail (to be determined in final design).
 - An "Off Street Unpaved" trail is proposed around the perimeter of Dove Pond subject to permitting requirements.
 - On street bike lanes are not required along collector roads where a 10-foot wide multi-use path provides an alternative.
 - Sidewalks are proposed along local roadways, collector roadways, and Welaunee Boulevard.
 - Other trails in addition to those shown may be provided in final design.
 - Paved off street bike trails, where they parallel streets, may replace sidewalks in those locations and may be located inside or outside of streets' rights-of-way.
 - Dashed lines indicate existing trail installation by others.
 - Easements for trails will be provided in phases at the time of platting.
 - Final design of traffic control devices at the Bike/ Pedestrian Trail intersections with proposed roadways will be coordinated with Public Infrastructure at the time of final permitting.
 - Onsite collector roads will utilize "sharrows" (pavement markings) to delineate on street bicycle pathways.
 - Notwithstanding this diagram, intersections on Welaunee Boulevard and Dempsey Mayo Road may consist of traffic signals, roundabouts, or other intersection improvements consistent with Exhibit E, Canopy Transportation Summary.

Canopy Mixed Use PUD
Bike and Pedestrian Circulation Plan
May 12, 2016



TRANSIT SHELTER



Exhibit I

This Instrument Prepared by:
Linda R. Hudson, Senior Assistant City Attorney
City Attorney's Office
City of Tallahassee
300 South Adams Street, A-5
Tallahassee, Florida 32303

20110024317
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF
LEON COUNTY FL
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04/18/2011 at 04:36 PM,
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BOB INZER, CLERK OF COURTS

AMENDED AND RESTATED ELECTRIC UTILITY EASEMENT AGREEMENT

THIS AMENDED AND RESTATED ELECTRIC UTILITY EASEMENT AGREEMENT ("Amended Easement Agreement") is made and executed this 18th day April, 2011, by and between **CNL TALLAHASSEE I, LLC**, a Florida limited liability corporation, whose mailing address is 525 North Calhoun Street, Tallahassee, Florida 32301, hereinafter referred to as "Grantor", and the **CITY OF TALLAHASSEE**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301, hereinafter referred to as "Grantee". Grantor and Grantee may sometimes be collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Grantor's predecessor in title, Powerhouse, Inc., executed and delivered to the Grantee that Electric Utility Easement dated February 2, 2006, and recorded on February 3, 2006, in Official Records Book 3450, Page 627, Public Records of Leon County, Florida ("Electric Utility Easement"); and

WHEREAS, the Grantor's predecessor in title, Powerhouse, Inc., executed and delivered to the Grantee that Corrective Electric Utility Easement and City Release dated December 18, 2006, and recorded on December 18, 2006, in Official Records Book 3630, Page 800, Public Records of Leon County, Florida ("Corrective Electric Easement"); and

WHEREAS, because of changed circumstances, the Parties have determined that the terms and the location and alignment of the easement property described in the Corrective Electric Utility Easement are not as intended by the Parties; and

WHEREAS, the Grantor is the owner of the fee simple title to the easement property described in the Corrective Electric Utility Easement; and

WHEREAS, the Parties desire to correct, amend, and restate the Corrective Electric Utility Easement, consistent with the Parties' intentions, as set forth in this Amended Easement Agreement.

NOW THEREFORE, the Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual non-exclusive easement for the use by the Grantee, its successors and assigns, for the construction, installation, operation, inspection, repair, maintenance, replacement, or removal of underground electric transmission and distribution lines, transformers, and other associated equipment ("Grantee Easement Uses"), under and across the following described piece, parcel or strip of land, situated, lying and being in the County of Leon, State of Florida, to-wit ("Easement Property"):

See Composite Exhibit "1" attached hereto and made a part hereof.

It is understood and agreed by and between the Grantor and Grantee that the underground transmission and distribution lines, transformers, and associated equipment of the Grantee, its successors or assigns, constructed, installed or located, or to be constructed, installed or located under the Easement Property, shall at all times be and remain the absolute property of the

Grantee, its successors or assigns, and subject to such party's complete dominion and control. Grantor hereby grants to Grantee, its successors and assigns, and their respective agents, contractors, and employees, the temporary, non-exclusive right to enter upon the Easement Property from and across adjoining lands of the Grantor for the purpose of carrying out any Grantee Easement Uses until such time as an internal public road providing access to the Easement Property is available, at which time such right to enter shall terminate. Unless otherwise stated in this Amended Easement Agreement, the Grantee, its successors or assigns, will restore the ground to its prior existing condition after construction or installation of, or any maintenance work on said underground electric transmission or distribution lines, transformers, or associated equipment.

Except as otherwise set forth herein, prior to Grantor, its successors or assigns, constructing any improvements (e.g. fence or wall) or making any grade changes in excess of minus six inches (6) or plus two feet (2'), in relation to existing contours and elevations, on the Easement Property, Grantor, its successor or assign, as applicable, shall obtain prior written permission from the General Manager -- Electric Utility of the Grantee or, if applicable, from Grantee's successors or assigns. Any sign constructed within the Easement Property shall be properly grounded according to specifications set forth by the Grantee, its successors or assigns, as applicable. The Grantor, subject to compliance with applicable law, shall have the right to use the Easement Property for open space, passive recreation (such as hiking, jogging and bike trails), landscaping and vegetative buffers, and drainage (sheet flow run-off only) to serve future urban development in lands retained by the Grantor, and to meet open space, green space and urban forest requirements.

Grantor may include the Easement Property within future platted residential lots. In this event, Grantor, its successors and assigns, shall provide a specific, conspicuous notice of this Amended Easement Agreement within all contracts or agreements for sale and all deeds to residential lots containing a portion of the Easement Property, and shall note that the lot is subject to the terms and conditions of this Amended Easement Agreement. Such notice shall read as follows: "THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO AN ELECTRIC UTILITY EASEMENT IN FAVOR OF THE CITY OF TALLAHASSEE THAT PROVIDES FOR CONSTRUCTION OR INSTALLATION BY THE CITY OF UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES AND EQUIPMENT, GRANTS VARIOUS OTHER RIGHTS AND PROTECTIONS TO THE CITY, AND LIMITS THE USE OF THE EASEMENT BY THE PROPERTY OWNER. SUCH EASEMENT INCLUDES A RELEASE OF LIABILITY BY THE GRANTOR OF THAT EASEMENT, WHICH RELEASE IS INTENDED TO BE BINDING ON ITS SUCCESSORS AND ASSIGNS, IN FAVOR OF THE CITY OF TALLAHASSEE." Further, underground utility lines may be constructed and co-located within the Easement Property; however, prior to installing these underground utilities, Grantor shall obtain written permission from the General Manager – Electric Utility of the Grantee, or, if applicable, from Grantee's successors or assigns, which permission shall not be unreasonably withheld. The Parties agree that future residential lots may contain a driveway and underground utility lines to access a residential home, which driveway and utility lines may be constructed over, across and under the Easement Property; however, prior to constructing and/or installing a driveway or underground utility lines, Grantor, its successors or assigns, as applicable, shall obtain written approval of a proposed driveway and underground utility line plan, including location and type of construction, from the General Manager – Electric Utility of

the Grantee, or, if applicable, from Grantee's successor or assign, which approval shall not be unreasonably withheld, and shall construct such driveway and utilities in accordance with such approved plan. No type of fence, wall, or sidewalk shall be constructed on the Easement Property without written permission from the General Manager – Electric Utility, of the Grantee or, if applicable, from Grantee's successors or assigns. The Grantor does reserve unto itself, its successors and assigns, the full right of ingress and egress over and across the Easement Property, and the right to use the Easement Property as described above, including the right to maintain, repair and replace any improvements or facilities constructed and/or installed, in accordance with this Amended Easement Agreement, over, on, across and under the Easement Property. The Grantee, its successors and assigns, shall have the right to trim or remove all trees, bushes or other shrubbery, whether existing or subsequently planted or placed within the Easement Property, so that the same shall not interfere with, endanger, or obstruct Grantee, its successors or assigns, from carrying out any Grantee Easement Uses. Also, the Grantee, its successors and assigns, shall have the right to trim any trees, bushes or other shrubbery that overhang an imaginary line perpendicular to the outer edge of the Easement Property. Neither the Grantee nor its successors or assigns shall be responsible for any disturbance or removal of, or any damage to, any driveways, fences, walls, utility services, or other improvements, trees, bushes, or other shrubbery that is within, or that is hereafter constructed, installed, or planted within, the Easement Property and that arises or results from the exercise by the Grantee of its rights under this Amended Easement Agreement.

In consideration of the Grantee's agreement to allow Grantor to reserve to itself, its successors and assigns, certain rights to use the Easement Property, Grantor, on behalf of itself and its successors and assigns, hereby releases, remises, and forever discharges Grantee, its

employees, officials, and officers, from any and all claims, demands, damages, actions, causes of action, suits, liability, or liens of any kind or nature whatsoever, known and unknown, which Grantor ever had or now has, or that Grantor, its successors and assigns can, shall or may have, against the Grantee, or its successors or assigns, (collectively, "Release") for or on account of any and all damages, costs, expenses, loss of use, or any other claims related to or arising from the use of the Easement Property by Grantor, its successors or assigns, (collectively, "Claims").

~~This Release excludes Claims that arise from the gross negligence or willfulness of Grantee, or its successors or assigns.~~

The above conveyance is made upon the condition that should the Grantee, its successors or assigns, at any time abandon the Easement Property or cease to use the same for any Grantee Easement Uses the rights herein and hereby granted forthwith will revert to and vest in the Grantor.

The Grantor and the Grantee agree that the Corrective Electric Utility Easement is hereby corrected, amended, and restated, and that the easement property as defined in the Electric Utility Easement and the Corrective Electric Utility Easement shall hereafter mean and refer to the Easement Property as described in "Composite Exhibit 1" attached hereto. The rights, and any ~~limitations or restrictions on such rights, and covenants set forth in this Amended Easement~~ Agreement shall run with the land and the title thereto. The Grantee hereby releases, relinquishes and disclaims any interest in and to all portions of the easement property described in the Corrective Electric Utility Easement which are not included within the description of the Easement Property as described in "Composite Exhibit 1" attached hereto.

IN WITNESS WHEREOF, the Parties have caused this Amended and Restated Electric Utility Easement Agreement to be executed the day and year first above written.

CNL TALLAHASSEE I, LLC

Signed, sealed, and delivered
In the presence of:

Christine L. Abbuhl
Witness Signature

Christine L. Abbuhl
Print Name

By: [Signature]
Timothy D. Edmond
President

Date: 4.18.11

[Signature]
Witness Signature

Timothy D. Edmond
Print Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Amended and Restated Electric Utility Easement Agreement was acknowledged before me this 18th day of April 2011, by Timothy D. Edmond, as President of CNL Tallahassee I, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification .

[Signature]
NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)



Signed, sealed, and delivered
In the presence of:

Phyllis G. Griffin
Witness Signature

Phyllis G. Griffin
Print Name

Kathy Crum
Witness Signature

Kathy Crum
Print Name

APPROVED AS TO FORM:

James R. English
James R. English
City Attorney

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing Amended and Restated Electric Utility Easement Agreement was acknowledged before me this 21st day of March, 2011, by JOHN R. MARKS, III, Mayor of Tallahassee, who is personally known to me, ~~or who has produced~~ _____ as identification.

Paula J. Burn
Notary Public, State of Florida
[NOTARY SEAL]

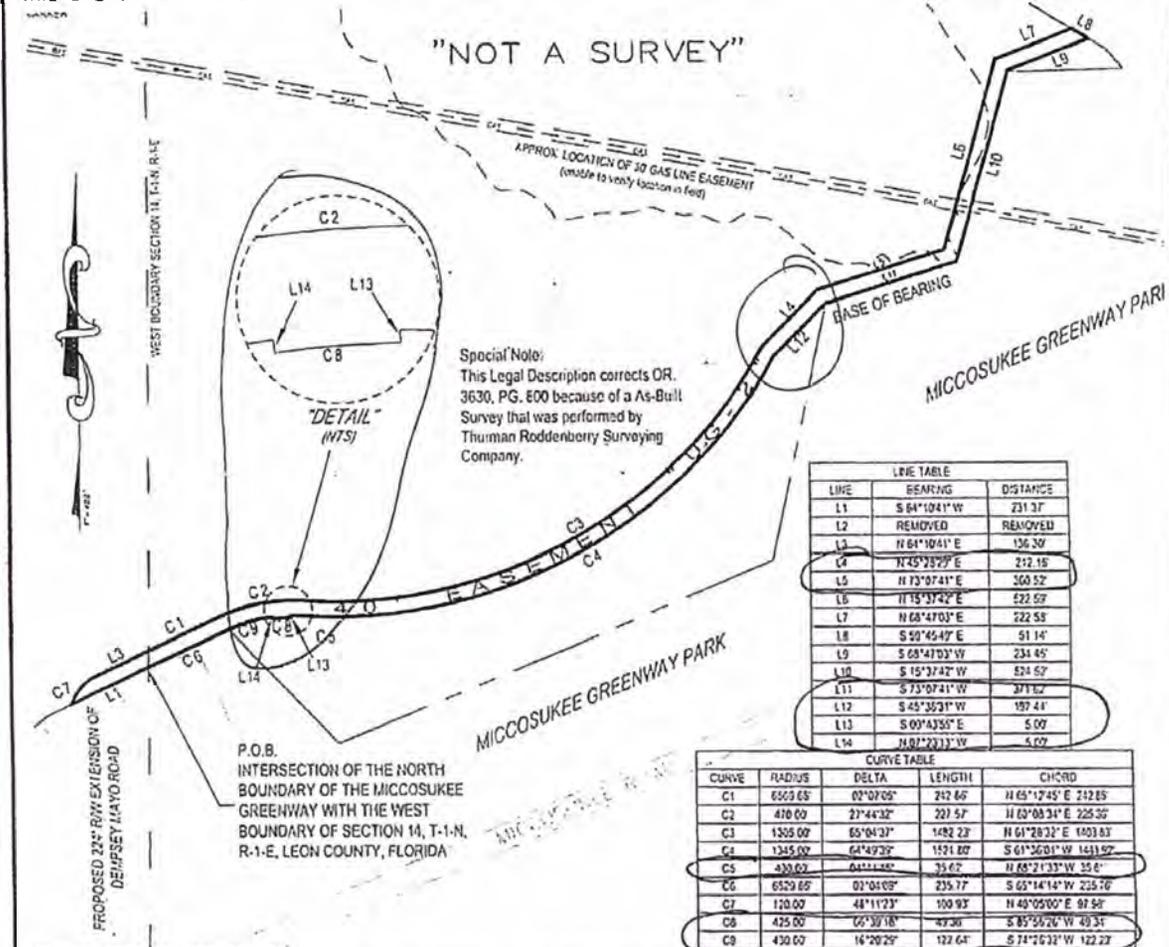


CITY OF TALLAHASSEE

John R. Marks, III
By: _____
John R. Marks, III
Mayor

ATTEST:
By: Gary Herndon
Gary Herndon
City Treasurer-Clerk

"THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE SIGNING SURVEYOR"



LEGAL DESCRIPTION OF EASEMENT 'UG-2'
A 40' WIDE CITY OF TALLAHASSEE UTILITY EASEMENT LYING IN SECTIONS 14 AND 15, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the intersection of the north boundary of the Miccosukee Greenway with the West boundary of said Section 14 and run thence South 64 degrees 10 minutes 41 seconds West along said north boundary and an extension thereof a distance of 231.37 feet to a point on a non-tangential curve concave Southeastly, thence departing said north boundary, run Northeastly along said curve with a radius of 120.00 feet, through a central angle of 48 degrees 11 minutes 23 seconds, for an arc distance of 100.93 feet (chord bears North 40 degrees 05 minutes 00 seconds East 97.98 feet), thence North 64 degrees 10 minutes 41 seconds East 136.30 feet to a curve concave to the south and having a radius of 6569.65 feet; thence Northeastly along said curve through a central angle of 02 degrees 07 minutes 05 seconds for an arc length of 242.86 feet (chord bears North 65 degrees 12 minutes 45 seconds East 242.85 feet) to a point of compound curvature of a curve concave to the south and having a radius of 470.00 feet; thence Southeastly along said curve through a central angle of 27 degrees 44 minutes 32 seconds for an arc length of 227.57 feet (chord bears North 60 degrees 08 minutes 31 seconds East 225.36 feet) to a point of reverse curvature of a curve concave to the north and having a radius of 1305.00 feet, thence Northeastly along said curve through a central angle of 65 degrees 04 minutes 32 seconds for an arc length of 1482.23 feet (chord bears North 61 degrees 28 minutes 32 seconds East 1403.83 feet), thence North 45 degrees 25 minutes 29 seconds East 212.18 feet, thence North 73 degrees 07 minutes 41 seconds East 360.52 feet, thence North 15 degrees 37 minutes 42 seconds East 522.59 feet, thence North 68 degrees 47 minutes 03 seconds East 234.45 feet; thence South 15 degrees 37 minutes 42 seconds West 524.52 feet, thence continue along said north boundary and an extension thereof, South 73 degrees 07 minutes 41 seconds West 371.62 feet, thence South 45 degrees 25 minutes 31 seconds West 197.44 feet to a non-tangential curve concave to the north and having a radius of 1345.00 feet; thence Southwesterly along said curve through a central angle of 64 degrees 49 minutes 39 seconds for an arc length of 1521.80 feet (chord bears South 61 degrees 36 minutes 01 seconds West 1441.00 feet) to a point of reverse curvature and having a radius of 430.00 feet; thence Southwesterly along said curve through a central angle of 04 degrees 44 minutes 44 seconds for an arc length of 35.62 feet (chord bears North 88 degrees 21 minutes 33 seconds West 35.61 feet); thence Southwesterly along said curve through a central angle of 06 degrees 39 minutes 18 seconds for an arc length of 49.36 feet (chord bears South 85 degrees 55 minutes 26 seconds West 49.34 feet), thence North 07 degrees 23 minutes 13 seconds West 5.00 feet to a point of curvature of a curve concave to the south and having a radius of 430.00 feet, thence Southwesterly along said curve through a central angle of 16 degrees 20 minutes 29 seconds for an arc length of 122.61 feet (chord bears South 74 degrees 26 minutes 32 seconds West 122.23 feet) to the northern boundary of said Miccosukee Greenway also being a point of compound curvature of a curve concave to the south and having a radius of 6529.65 feet, thence Southwesterly along said northerly boundary and along said curve through a central angle of 02 degrees 04 minutes 08 seconds for an arc length of 235.77 feet (chord bears South 65 degrees 14 minutes 14 seconds West 235.76 feet) to the POINT OF BEGINNING, containing 3.21 acres, more or less.

This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

- NOTES:
1 BEARING ARE BASED ON THE NORTHLINE OF MICCOSUKEE GREENWAY BEING S73°07'41"W, AN ASSUMED BEARING.
2 EXISTING IMPROVEMENTS ARE NOT SHOWN.

F. Erwin Arnold
F. ERWIN ARNOLD, FSM
Professional Surveyor and Mapper
Florida License Number 1279

3. ALL REFERENCES ARE TO THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

POWERHOUSE, INC
MICCOSUKEE GREENWAY

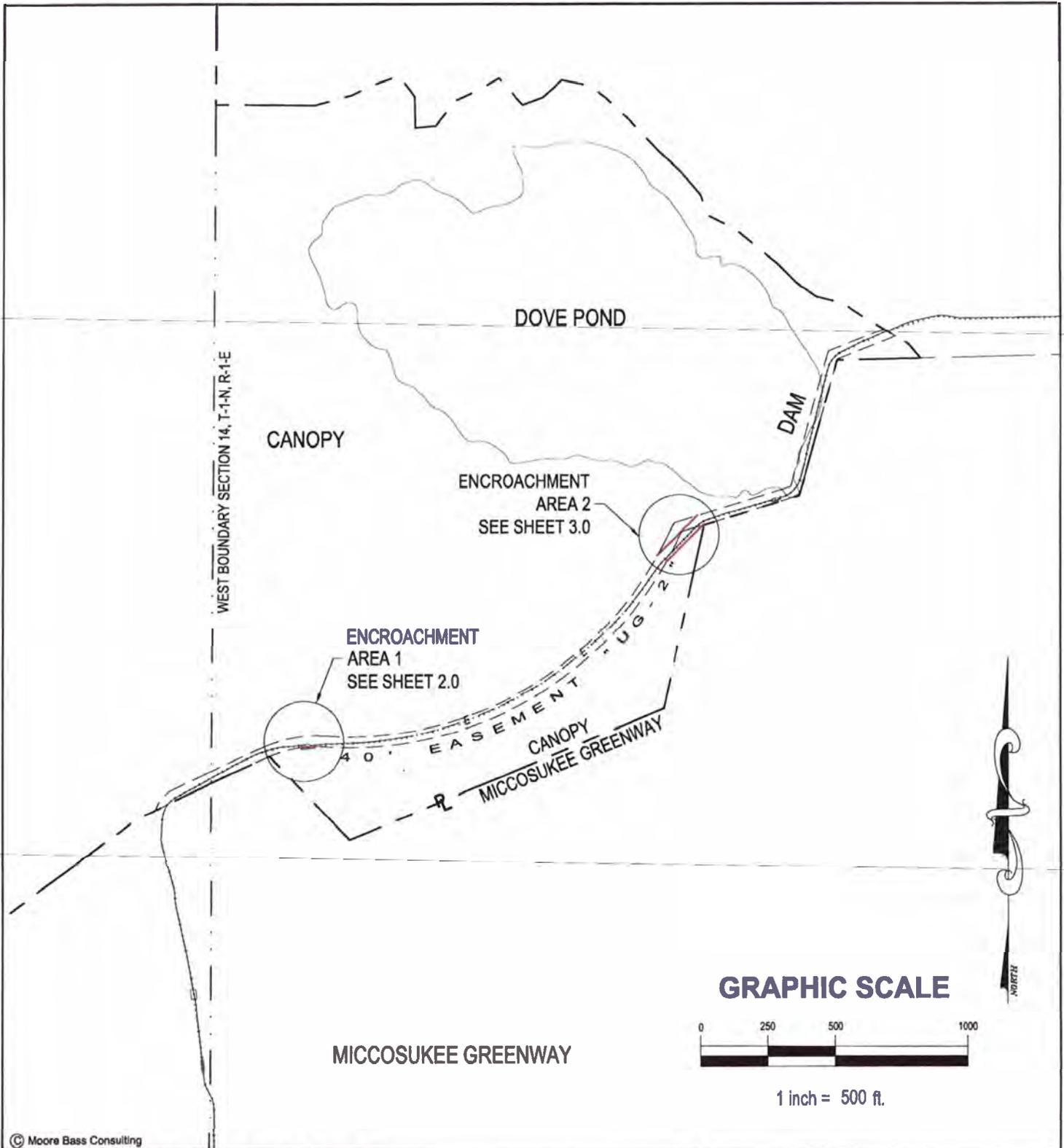
EXHIBIT 'A'

REF = REFERENCE	P.C. = Point of Commencement	Prop = Proposed	R/C = Rebar & Cap	No = Number
ACQ = Acquisition	P.O.B. = Point of Beginning	FINO = Found	N/D = Not on Dish	Sta = Station
PC = PAGE	COT = City of Tallahassee	T.C.E. = Temporary Construction Easement	IP = Iron Pipe	CONST = Construction
TWP = Township	CL = Centerline of Construction	P.E. = Point of Tangency	FCU = Found concrete monument	EDP = Edge
RCE = Range	LB = Licensed Business	P.C. = Point of Curvature	MCU = Terra-cotta Monument	FC = Footprint
DB = Dead Book	RLS = Registered Land Surveyor	T = Tangent length	CM = Concrete Monument	C = Centerline
OB = Official Record	(D) = Dead Information	R = Radius	Δ = Aerial Target Control	E = Property Line
FB = Field Book	(F) = Field Information	A = Central Angle (Delta)	□ = Found concrete monument	Q = Bearing
Prop = Proposed	(M) = Map Information	L = Arc length	○ = Found iron pipe/rebar cap	PRC = Point of Reverse Curve
2/W = Right-of-Way	(C) = Computed Information	CH = Chord	○ = Set 5/8" Rebar/Plastic cap	NTS = Not to Scale
CU = Survey Point			○/H/Disk marked C.O.T. SP	

WORK ORDER:
WO#05119-FN#423
REQUEST NUMBER:
Capital Survey Survey
2010 GREENWAY EASMT
New FSM UG2 - POWERHOUSE
CAD TECH: KLH
DATE: 5-12-2010

CITY OF TALLAHASSEE

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION



© Moore Bass Consulting

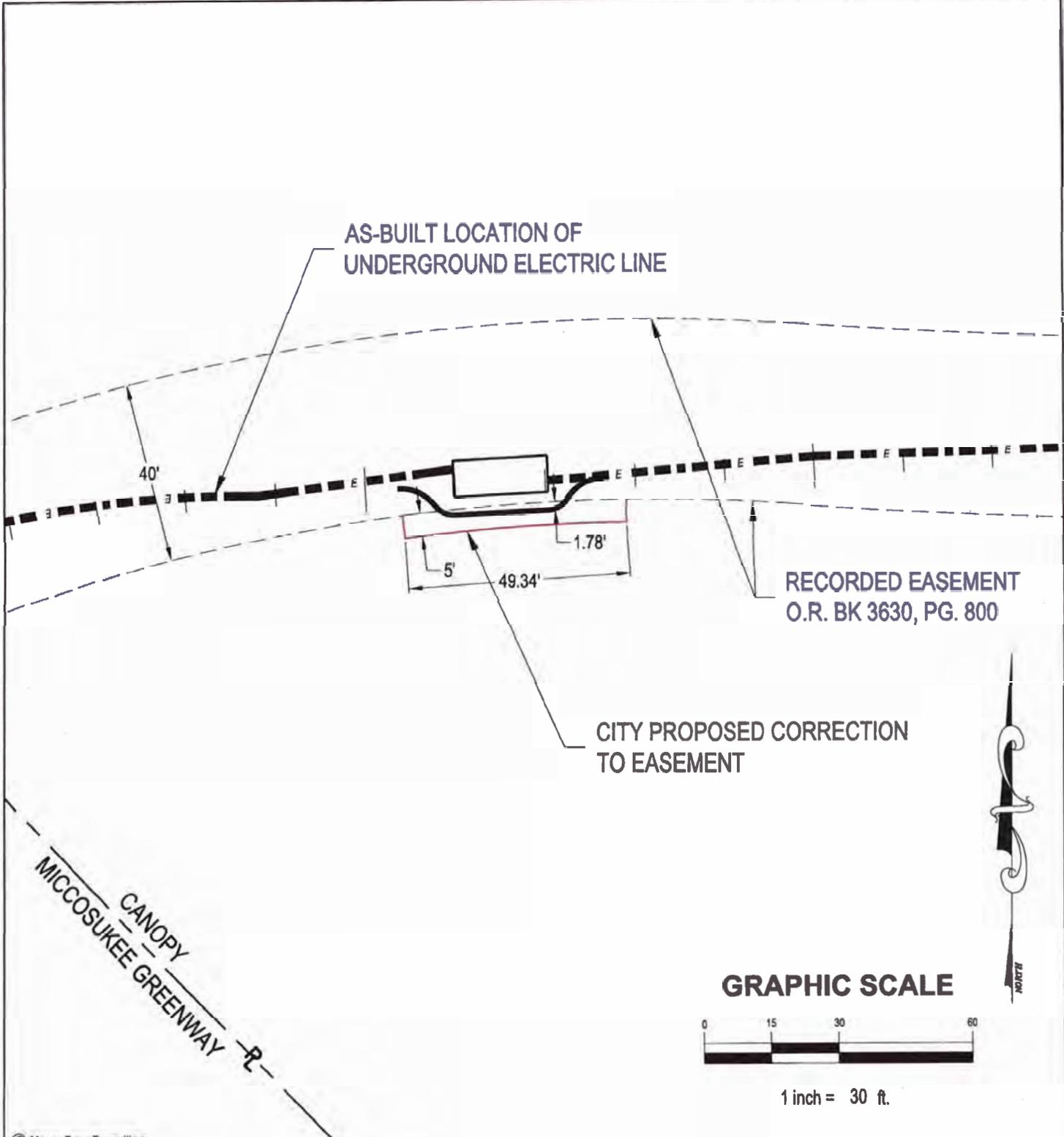
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	E79.004	Easement on Land Plan.dwg	
CONTRACT #		ARCHIVE	
DATE	9/21/10	DRAWN BY	
CLIENT NAME	PROJECT NAME CANOPY	SHEET TITLE ELECTRIC EASEMENT ENCROACHMENT EXHIBIT	1.0

Moore Bass

C O N S U L T I N G
TALLAHASSEE DESTIN ATLANTA
www.moorebass.com

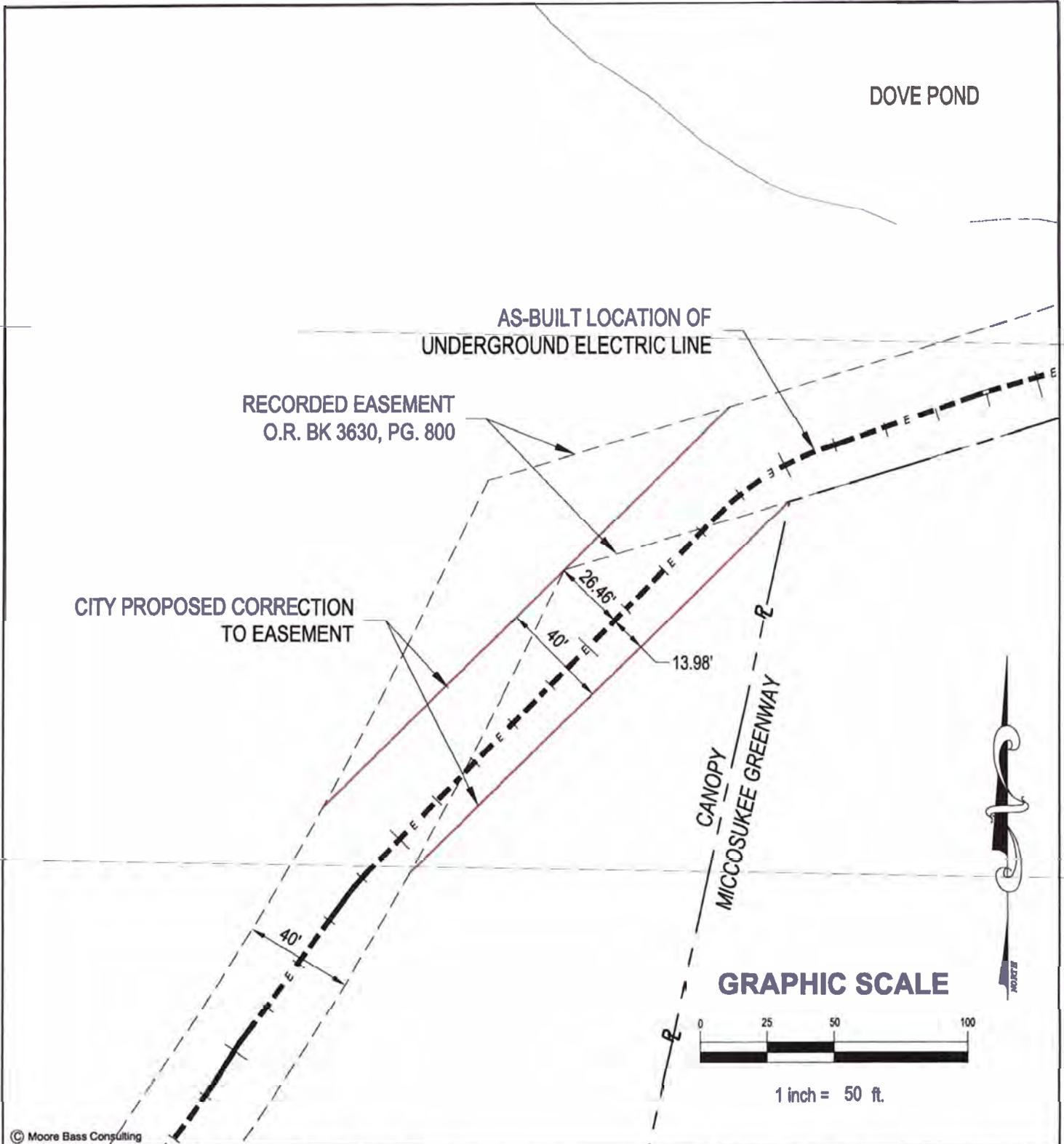
COMPOSITE EXHIBIT 1
Page 3 of 4



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FILE #	E79.004	Easement on Land Plan.dwg
CONTRACT #		ARCHIVE
DATE	9/21/10	DRAWN BY
CLIENT NAME	PROJECT NAME GANOPY	SHEET TITLE ENCROACHMENT AREA 1
		2.0



© Moore Bass Consulting

<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	FILE #	E79.004	Easement on Land Plan.dwg
	CONTRACT #		ARCHIVE
	DATE	9/21/10	DRAWN BY
CLIENT NAME	PROJECT NAME	CANOPY	SHEET TITLE
			ENCROACHMENT AREA 2
			3.0

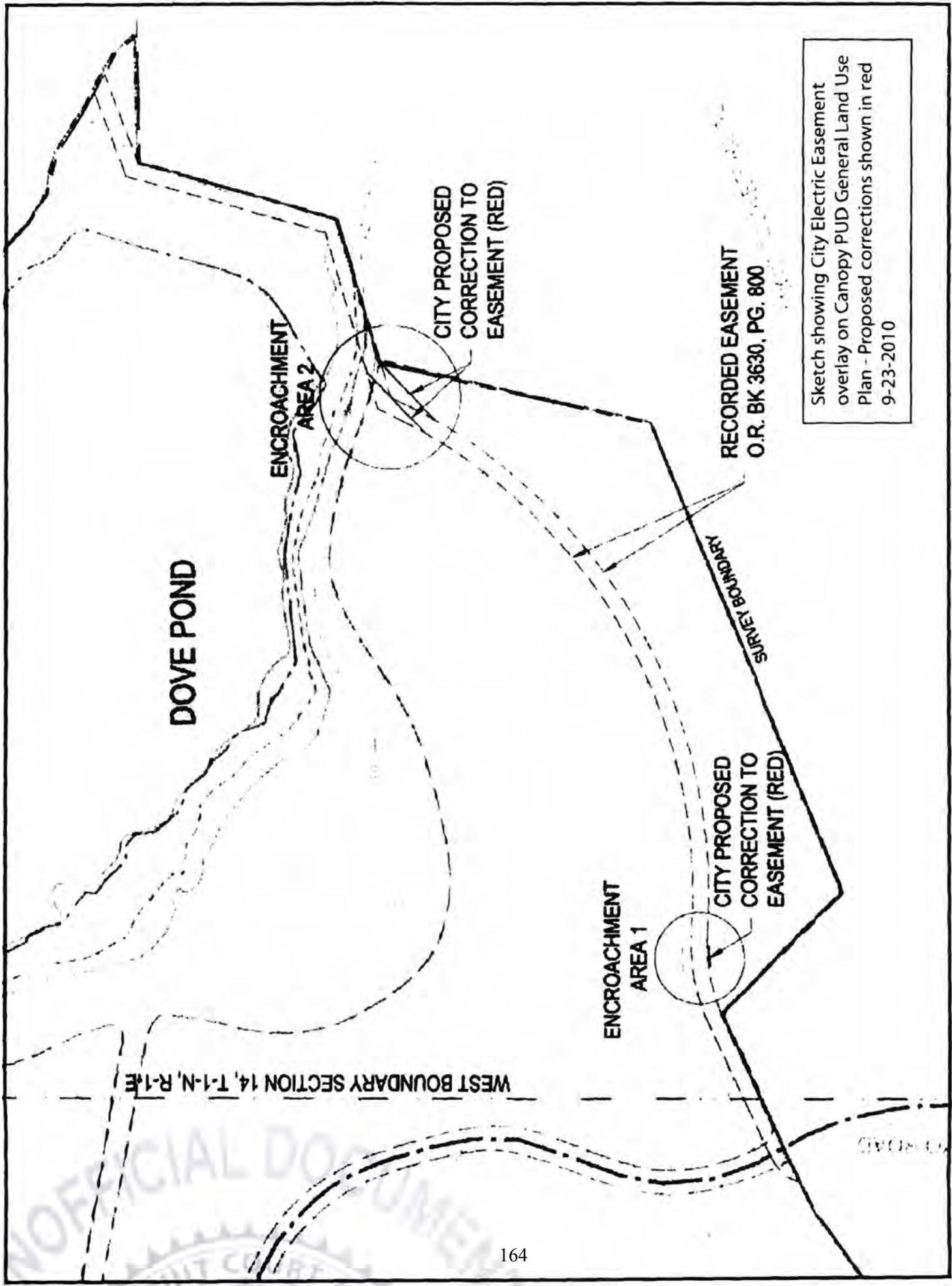
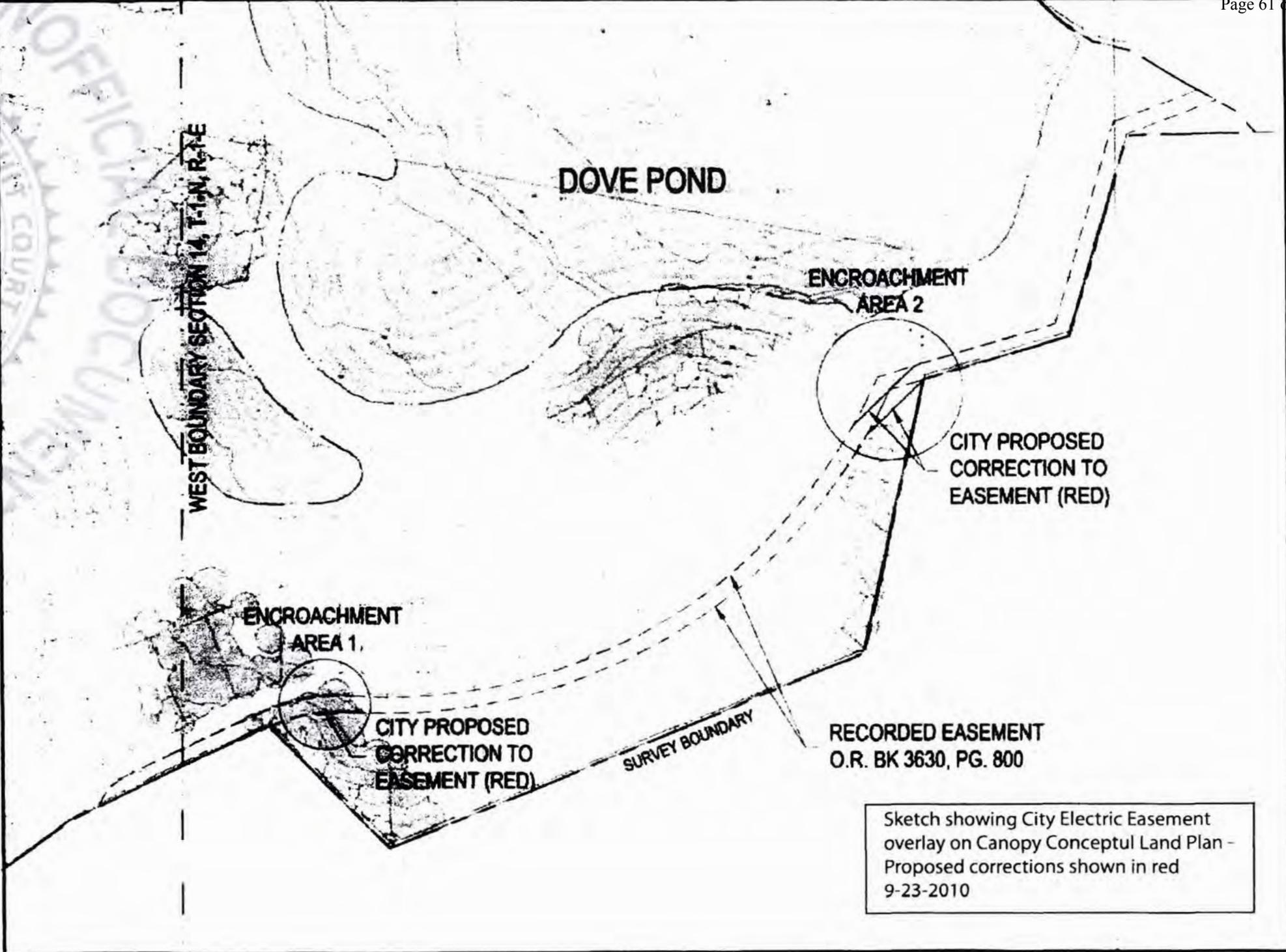


Exhibit L



**AMENDED AND RESTATED DOVE POND REGIONAL
STORMWATER FACILITY EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED DOVE POND STORMWATER FACILITY EASEMENT AGREEMENT ("Amended Easement Agreement") is made and executed this 18th day of April, 2011, by and between the **CITY OF TALLAHASSEE**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 South Adams Street, Tallahassee, Florida, hereinafter referred to as "Grantor," **CNL TALLAHASSEE I, LLC**, a Florida limited liability corporation, whose mailing address is 525 North Calhoun Street, Tallahassee, Florida 32301, hereinafter referred to as "CNL" and **TOE2, INC.**, a Florida corporation, whose address is 3000 Welaunee Road, Tallahassee, Florida 32309, hereinafter referred to as "T2." CNL and T2 are hereinafter collectively referred to as "Grantees." Grantor and Grantees are hereinafter collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Grantor and Powerhouse, Inc., T2's predecessor in title, entered into that Easement Agreement dated February 2, 2006 and recorded on February 3, 2006 in the Official Records Book 3450, Page 607, Public Records of Leon County, Florida ("Easement Agreement"); and

WHEREAS, CNL is the owner of the approximately 258.87 acre property described in Exhibit "1" attached hereto ("CNL Property"), T2 is the owner of the approximately 246.59 acre property described in Exhibit "2" attached hereto ("T2 Property") and Grantor is the owner of the approximately 428.54 acre property described in Exhibit "3" attached hereto ("City Property"); and

WHEREAS, the CNL Property and the T2 Property constitute the “Western Parcel” described in and benefitted by the Easement Agreement; and

WHEREAS, the CNL Property is located in the Dove Pond Basin and includes the water body known as Dove Pond (“Dove Pond”) which is located within the Dove Pond Basin; and

WHEREAS, portions of the T2 Property are located within the Dove Pond Basin; and

WHEREAS, the City Property includes the hereinafter described Easement Property; and

WHEREAS, in addition to the stormwater received within the Dove Pond Closed Basin, Dove Pond receives stormwater from the upstream areas within Leon County (“County”), including approximately 320 acres north of Dove Pond; and

WHEREAS, during historical periods of severe rainfall, stormwater flowing north to south through Dove Pond has resulted in significant flooding events downstream; and

WHEREAS, CNL and the County entered into the *Dove Pond Joint Project Agreement* dated October 30, 2009 (“JPA Agreement”) which provides for the design and construction of the Dove Pond Regional Stormwater Facility; and

WHEREAS, Grantees intend to develop the CNL Property and the T2 Property (the “Future Development”); and

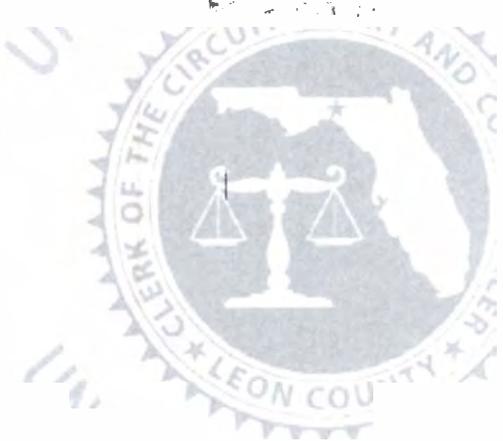
WHEREAS, the City has approved a Stormwater Facilities Master Plan (“SFMP”) for the Future Development which provides for the design and construction of the Dove Pond Regional Stormwater Facility (“Dove Pond RSF”); and

WHEREAS, CNL has planned and designed the Dove Pond RSF to accommodate post-development stormwater from the Future Development within the Dove Pond Basin, stormwater from upstream areas, and the pre-development stormwater from the City Property which lies within the Dove Pond Basin (collectively, the “Drainage Areas”), as further detailed in the SFMP; and

WHEREAS, the Parties desire to amend and restate the terms of the Easement Agreement with this Amended Easement Agreement to be consistent with the agreements reached by the Parties based on changed circumstances, as further described below.

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money paid and to be paid hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do covenant, stipulate and agree as follows, to wit:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The Grantor hereby creates, grants and conveys to Grantees, and their respective successors and assigns, a perpetual non-exclusive easement over, under and across the property specifically described within the sketch and legal description attached as Exhibit "4" ("Easement Property") for the use by Grantees, their respective successors and assigns, for stormwater drainage purposes including: the discharge onto the Easement Property of stormwater including all stormwater from the Drainage Areas; the flooding and inundation of the Easement Property; and the storage, retention and detention of stormwater within the Easement Property ("Grantees Easement Use"). The Grantees Easement Use shall also include the construction, operation, maintenance and repair of the Dove Pond RSF including the construction, operation, maintenance, repair and replacement of an earthen dam which is part of the proposed Dove Pond RSF, and which will be partially located within the Easement Property as generally depicted on Exhibit "5" attached hereto. Grantees shall have the right of access over and across the Easement Property to facilitate the construction, operation, maintenance and repair of the Dove Pond RSF. Post-development stormwater from the Future Development may be discharged onto the Easement



Property after receipt of applicable permits from the appropriate governmental authorities. Post-development stormwater from the Future Development shall be treated in accordance with applicable laws and ordinances prior to discharging onto the Easement Property. The discharge of the stormwater within the Easement Property, and the storage, detention and retention of such stormwater, shall be in accordance with all applicable laws and ordinances.

3. The Parties acknowledge the planned future construction of an embankment which will be designed to accommodate a 6-lane section of Welaunee Boulevard (including bike lanes and sidewalks) as generally depicted on Exhibit "5" attached hereto (the proposed embankment and proposed roadway improvements are collectively referred to as the "Welaunee Boulevard Segment"). Grantor reserves the right to construct, maintain, repair and replace the Welaunee Boulevard Segment within the Easement Property. Grantees acknowledge that the Welaunee Boulevard Segment will displace water storage volume that would otherwise be available within the Easement Property. The Parties agree that the Welaunee Boulevard Segment will be constructed at an elevation which precludes stormwater runoff volume retention and treatment prior to discharge to the Dove Pond RSF. For this reason, the Parties agree the post-development volume retention requirement and the post-development treatment requirement for the Welaunee Boulevard Segment shall be addressed by the Grantor, its successors or assigns, in the following manner:

(a) Volume Compensation: Based on the final design of the Welaunee Boulevard Segment, the difference in runoff volume between the pre-development and post-development conditions shall be computed to quantify the increase in stormwater runoff from the Welaunee Boulevard Segment, and to offset this volume of increased stormwater runoff, an equal volume of pre-development runoff from some other City

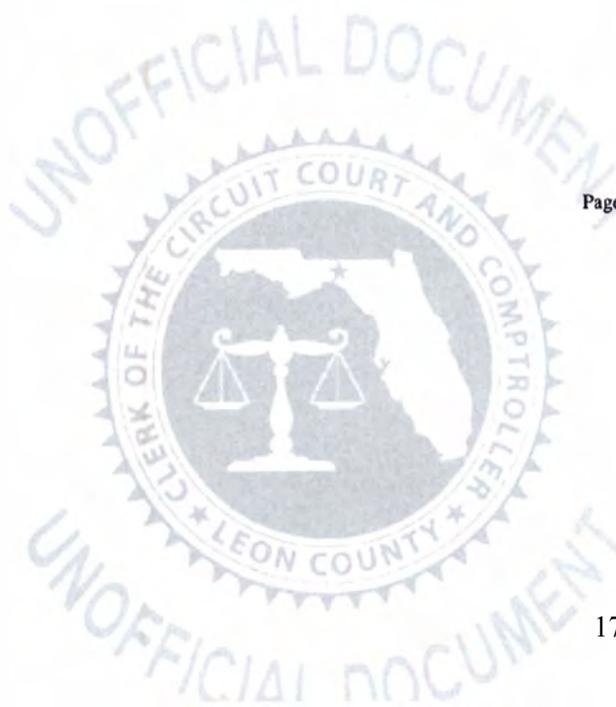
Property location that naturally drains to Dove Pond, shall instead be retained by the Grantor, and not be allowed to discharge to the Dove Pond RSF; and

(b) Treatment Compensation: To address the water quality treatment for the Welaunee Boulevard Segment, the Grantor, its successors or assigns, shall build water quality treatment facilities within the City Property to remove an equivalent pollutant load from other sources on the City Property beyond the treatment requirements that would otherwise be required for those areas within the City Property.

Except as provided in this paragraph, the Grantor, its successors and assigns, shall not discharge from the City Property to the Easement Property or the Dove Pond RSF any increased volume of stormwater beyond that volume discharged in the pre-development condition.

4. This Amended Easement Agreement shall be binding on the Parties and their respective successors and assigns.

5. The Parties agree that the Easement Agreement is hereby amended and restated by this Amended Easement Agreement, and the Parties release, relinquish and disclaim any interest in the Easement Agreement except to the extent restated herein.



IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Amended Easement Agreement as of the date set forth below.

WITNESSES:

CITY OF TALLAHASSEE

Phyllis G. Griffin
WITNESS SIGNATURE
Phyllis G. Griffin
WITNESS PRINT NAME

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

Date: April 1, 2011

Leann Watson Brewer
WITNESS SIGNATURE
Leann Watson Brewer
WITNESS PRINT NAME

By: [Signature]
Gary Herndon
City Treasurer Clerk

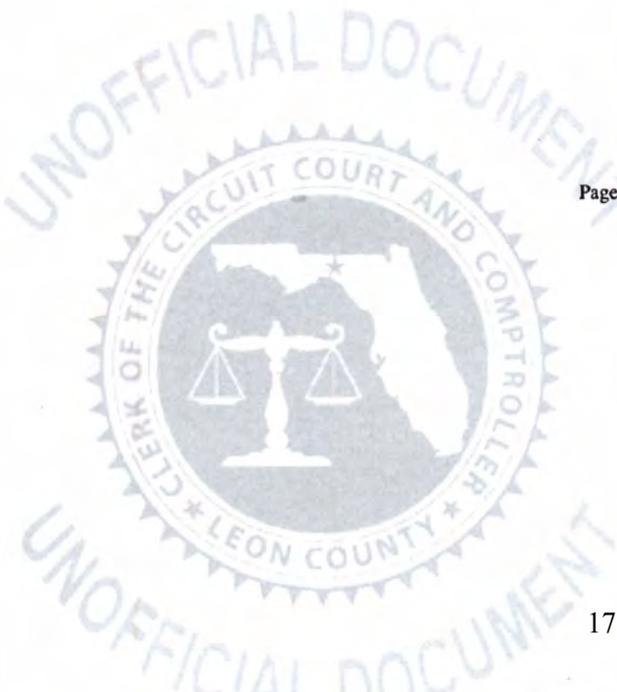
Date: April 5, 2011

Helen Jackson
WITNESS SIGNATURE
Helen Jackson
WITNESS PRINT NAME

Donna Raffenperger
WITNESS SIGNATURE
Donna Raffenperger
WITNESS PRINT NAME

APPROVED AS TO FORM:

By: [Signature]
James R. English
City Attorney

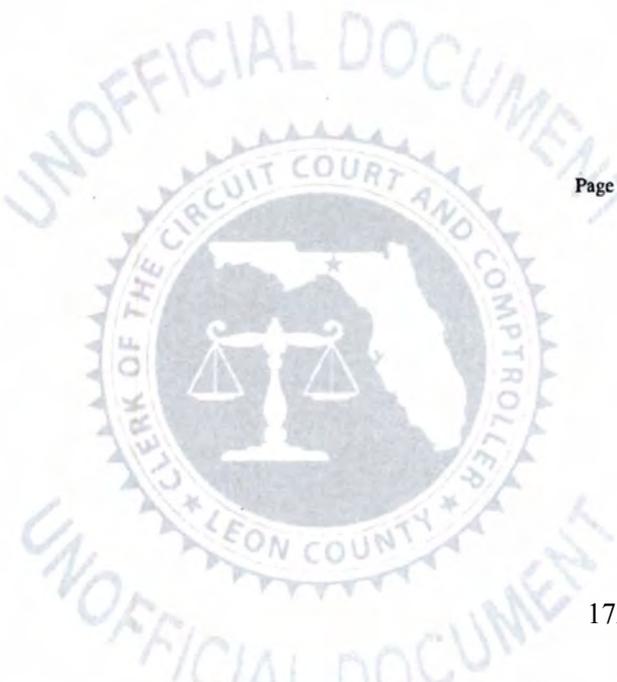


STATE OF FLORIDA
COUNTY OF LEON

The foregoing Amended Easement Agreement was acknowledged before me this 1st
day of April, 2011, by John R. Marks, III, as Mayor of the City of Tallahassee, on behalf of
the Tallahassee City Commission and the City of Tallahassee. He is personally known to me or
has produced _____ as identification .

Paula D. Burn
NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)



Witnesses:

CNL TALLAHASSEE I, LLC,
a Florida limited liability company
By: CNL TLH Manager I, LLC,
a Florida liability company
As Its: Managing Member

Christine L Abbuhl
WITNESS SIGNATURE
Christine L Abbuhl.
WITNESS PRINT NAME

By: [Signature]
Name: TIMOTHY E EDMOND
Its: Yes
Date: 4.18.11

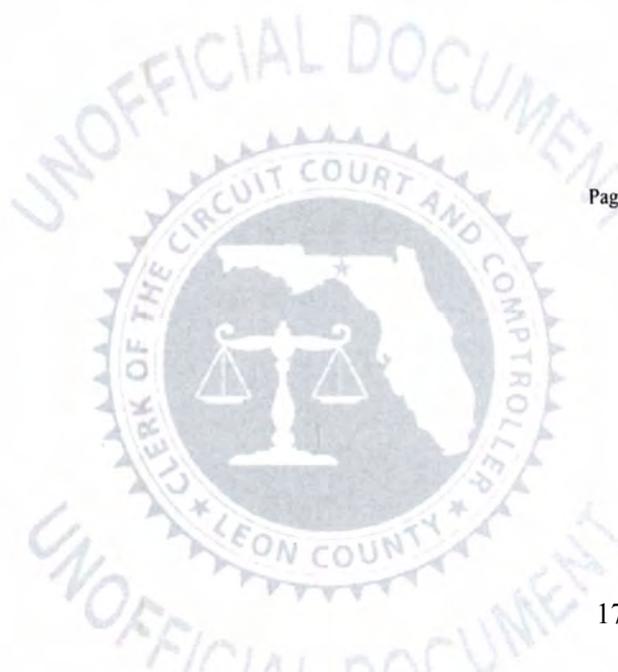
[Signature]
WITNESS SIGNATURE
Timothy E Edmond
WITNESS PRINT NAME

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Amended Easement Agreement was acknowledged before me this 18th
day of April, 2011, by TIMOTHY EDMOND, as Pres of CNL
TLH Manager, I, LLC, the Managing Member of CNL Tallahassee I, LLC, a Florida limited
liability company, on behalf of the company. He is personally known to me or has produced
_____ as identification .

Patricia L Tassinari
NOTARY PUBLIC

Name (Typed, printed or stamped)
(Seal)



Witnesses:

Russell D. Gautler
WITNESS SIGNATURE

Russell D. Gautler
WITNESS PRINT NAME

Charlene M. Sciamie
WITNESS SIGNATURE

Charlene M. Sciamie
WITNESS PRINT NAME

TOE2, INC.,
a Florida corporation

By: *Christopher F. Davenport*
Name: CHRISTOPHER F. DAVENPORT
Its: PRESIDENT

Date: April 14, 2011
(Corporate Seal)

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing Amended Easement Agreement was acknowledged before me this 14th day of April, 2011, by Christopher F. Davenport as President of TOE2, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification [].

Charlene M. Sciamie
NOTARY PUBLIC



Name (Typed, printed or stamped)
(Seal)

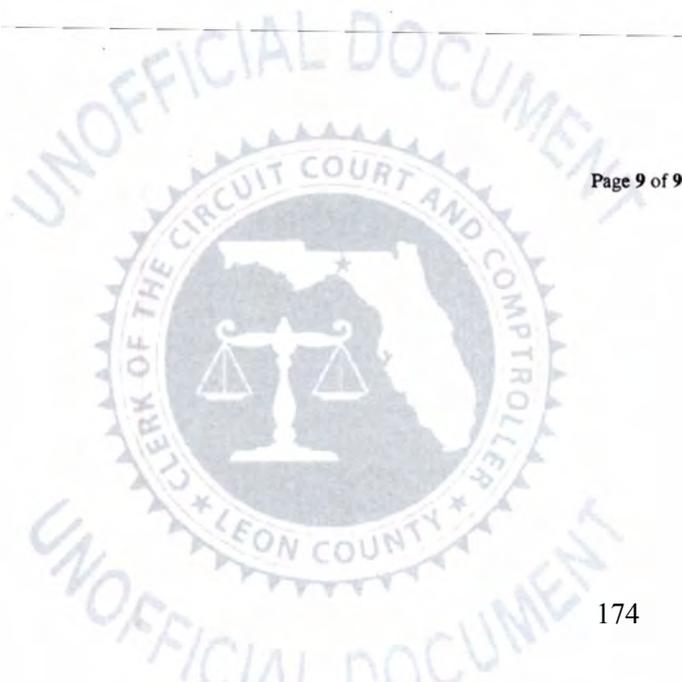
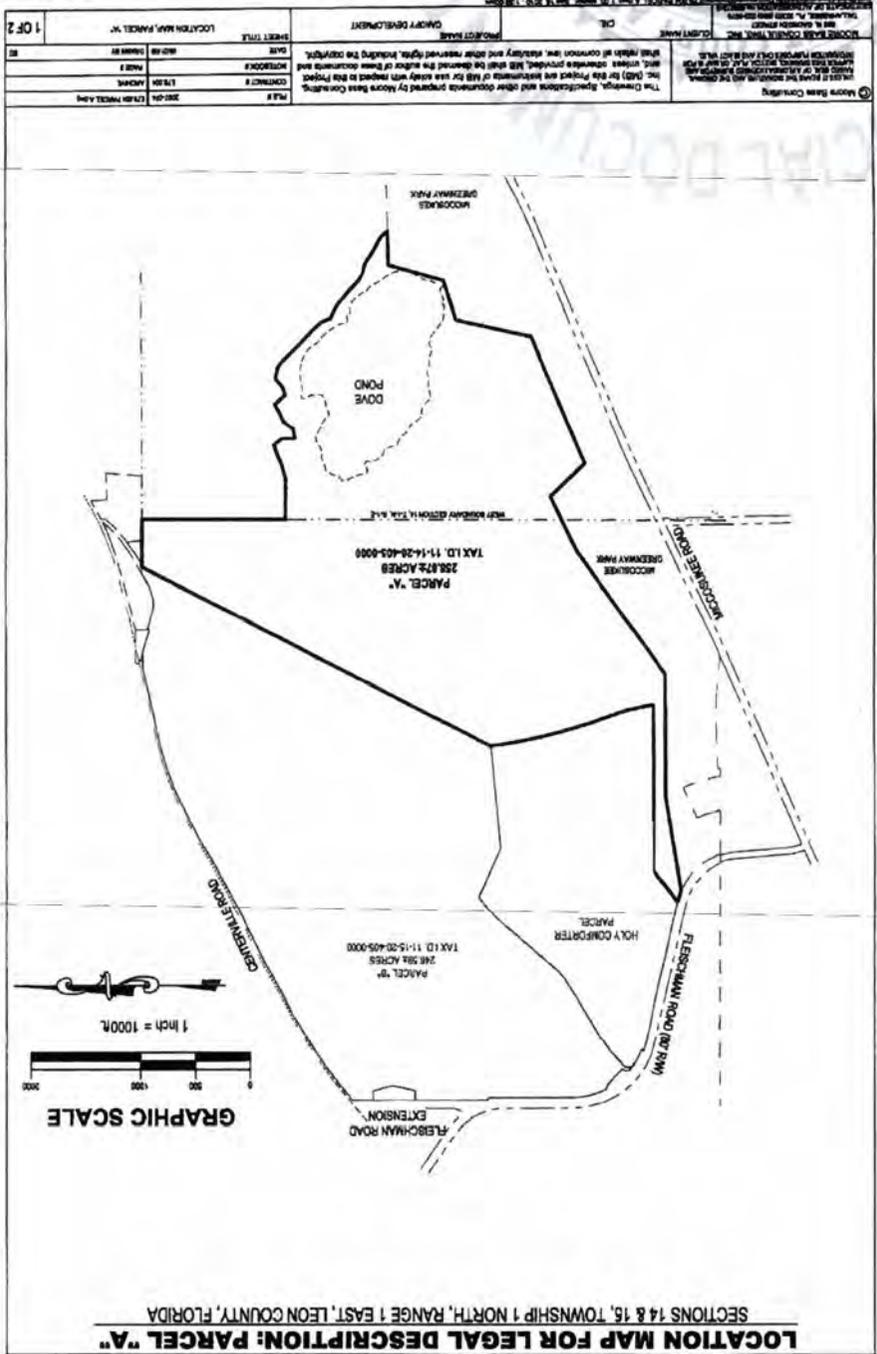




Exhibit 1
Page 1 of 2





PARCEL A: #11-14-20-405-0000
 BEGIN at an old stake marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a concrete monument (#7245); thence South 89°41'56" East 353.75 feet to a concrete monument (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'30" East 143.10 feet to a concrete monument; thence North 64°16'10" East 82.30 feet to a concrete monument (#7245); thence North 71°06'34" East 108.26 feet to a concrete monument (#7245); thence South 37°38'45" East 94.80 feet to a concrete monument (#7245); thence South 01°04'48" East 115.07 feet to a concrete monument (#7245); thence North 84°38'40" East 77.61 feet to a concrete monument (#7245); thence North 36°44'32" East 121.10 feet to a concrete monument (#7245); thence North 66°39'51" East 78.04 feet to a concrete monument (#7245); thence North 60°37'14" East 95.78 feet to a concrete monument (#7245); thence South 42°36'50" East 132.12 feet to a concrete monument (#7245); thence North 68°42'30" East 78.94 feet to a concrete monument (#7245); thence North 48°22'19" East 85.04 feet to a concrete monument (#7245); thence South 78°47'24" East 102.57 feet to a concrete monument (#7245); thence South 54°50'50" East 73.35 feet to a concrete monument (#7245); thence South 46°34'23" East 118.72 feet to a concrete monument (#7245); thence South 43°57'44" East 160.31 feet to a concrete monument (#7245); thence South 46°23'04" East 123.39 feet to a concrete monument (#7245); thence South 40°38'23" East 103.26 feet to a concrete monument (#7245); thence South 21°52'54" East 64.32 feet to a concrete monument (#7245); thence South 63°37'18" East 108.87 feet to a concrete monument (#7245); thence South 51°05'19" East 94.82 feet to a concrete monument (#7245); thence South 52°02'50" East 108.31 feet to a concrete monument (#7245); thence South 44°37'37" East 102.95 feet to a concrete monument (#7245); thence South 56°03'37" East 68.68 feet to a concrete monument (#7245); thence South 75°46'30" East 98.41 feet to a concrete monument (#7245); thence South 57°01'17" East 95.90 feet to a concrete monument (#7245); thence South 59°45'49" East 192.15 feet to a concrete monument (#7245); thence South 60°57'38" East 72.00 feet to a concrete monument (#7245) on the North boundary of the Micozaukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Micozaukee Greenway Park as follows: South 86°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe (# 732); thence South 12°20'21" West 696.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44°02'50" West 426.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being 65°14'14" West 235.75 feet) to a 2 1/2" aluminum pipe (# 732); thence South 84°10'41" West 306.99 feet to a 2 1/2" aluminum pipe (# 732); thence South 53°50'00" West 1,374.71 feet to a 2 1/2" aluminum pipe (# 732); thence North 89°56'31" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80°23'50" West 854.80 feet to a concrete monument (# 3262) lying on a non-tangent curve to the left on the northerly right of way boundary of Fleischmann Road, thence westerly along said right of way boundary curve having a radius of 562.25 feet through a central angle of 10°21'58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (C.O.T.); thence leaving said right of way boundary run North 53°00'24" East 186.44 feet to an iron rod and cap (# 3263); thence North 51°23'36" East 179.35 feet to a found iron rod and cap (# 3263); thence North 89°41'14" East 1499.62 feet to a found iron rod and cap (# 3582) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1874.96 feet through a central angle of 12°06'23" for an arc distance of 396.16 feet (the chord of said arc being North 14°22'52" West 395.44 feet) to a point on a non-tangent curve to the right; thence northerly along said curve having a radius of 5078.35 feet through a central angle of 12°43'14", for an arc distance of 1127.47 feet (the chord of said arc being North 14°02'54" West 1125.16 feet) to an iron rod and cap (#35632); thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, thence along said North boundary North 89°56'08" East, 430.00 feet to the POINT OF BEGINNING. Containing, 256.87 acres, more or less.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. READINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

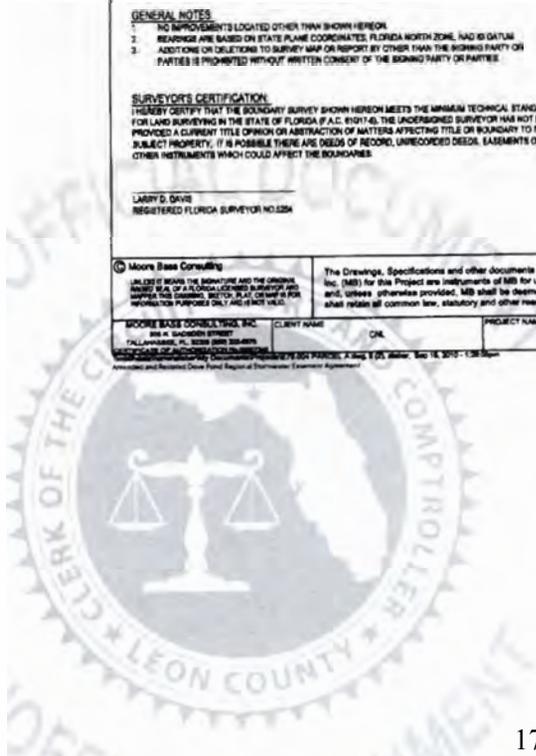
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. §101.04). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY, IF IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

LARRY D. SMITH
 REGISTERED FLORIDA SURVEYOR NO.1284

Moore Bass Consulting <small>UNLESS IT SHOWS THE SIGNATURE AND THE ORIGINAL MAILED SEAL OF A PROFESSIONAL SURVEYOR AND MEETS THE GENERAL SURVEYING BOARD'S REQUIREMENTS FOR INFORMATION PURPOSES ONLY AND EXACT REEL.</small>	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	FILE #	2017-014	ETS-09 PARCEL A.MG
		CONTRACT #	476-004	ARCHIVE
MOORE BASS CONSULTING, INC. 804 N. SACRAMENTO STREET TALLAHASSEE, FLORIDA 32309 <small>STATE OF FLORIDA SURVEYOR REGISTRATION BOARD APPROVED AND RECORDED: Dove Pond Regional Stormwater Treatment Agreement</small>	CLIENT NAME	CAJ	PROJECT NAME	CANOPY DEVELOPMENT
			DATE	08/10/18
			SHEET TITLE	LEGAL DESCRIPTION, PARCEL "A"
				2 OF 2

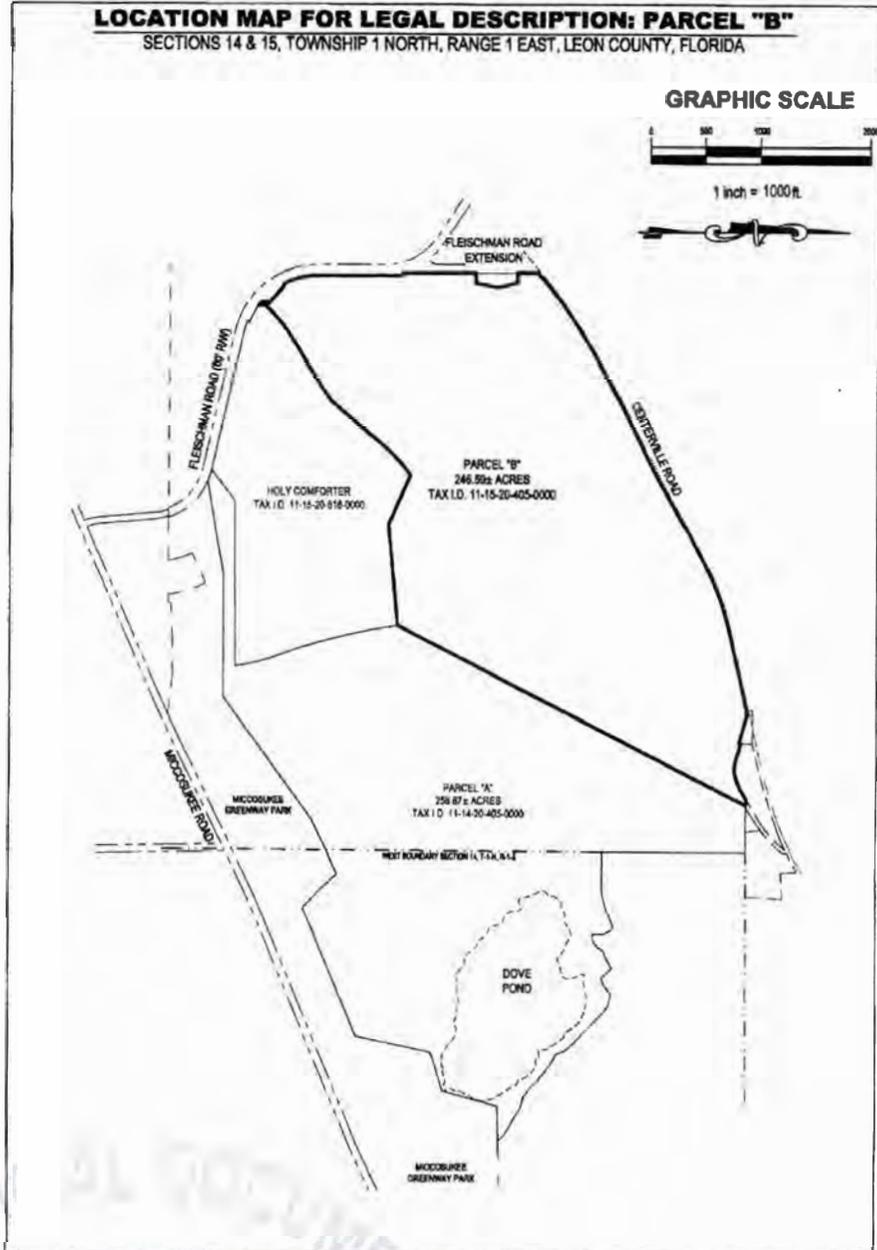
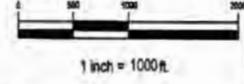
Exhibit 1 Page 2 of 2





LOCATION MAP FOR LEGAL DESCRIPTION: PARCEL "B"
SECTIONS 14 & 15, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

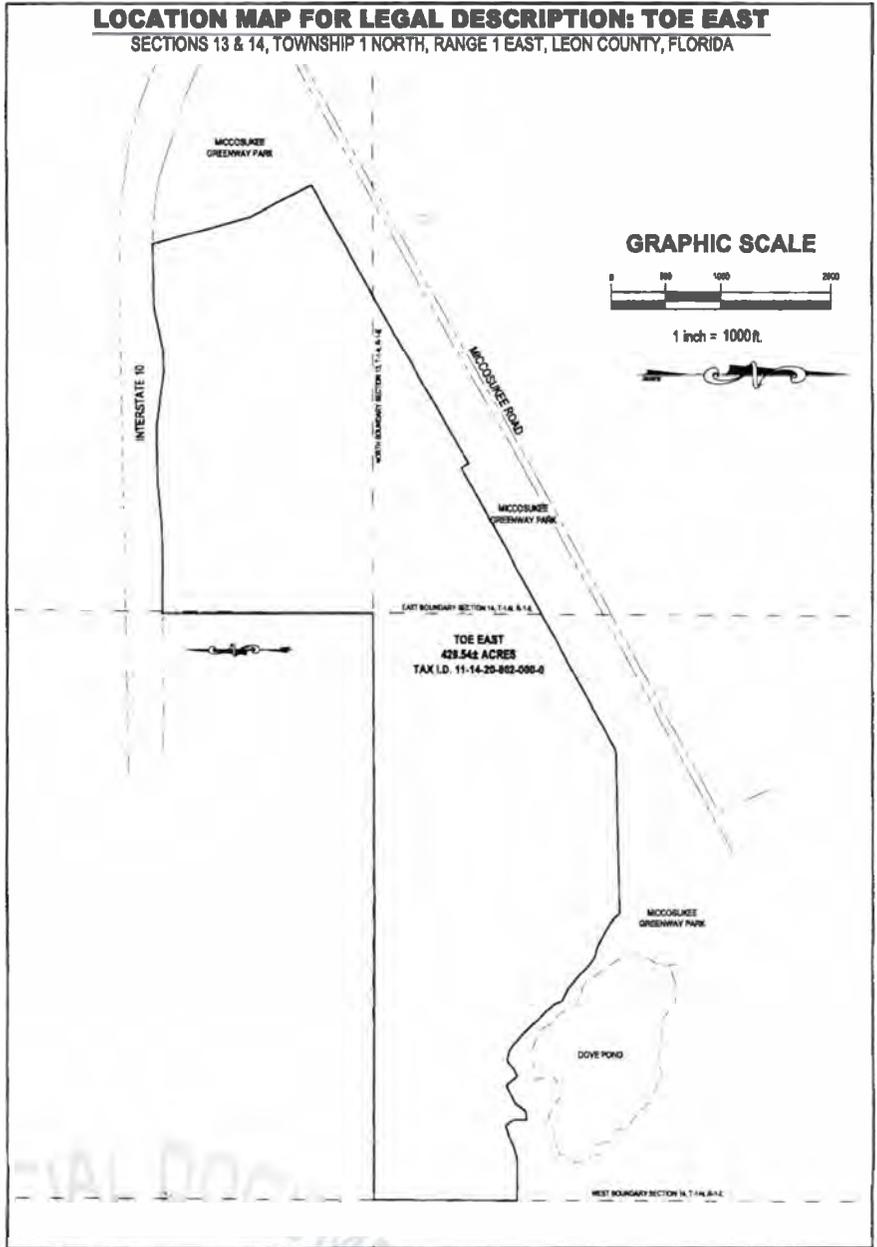
GRAPHIC SCALE



© Moore Bass Consulting Use and display of this drawing and the information herein is limited to the project and location shown on the drawing. No other use or reproduction is permitted without the written consent of Moore Bass Consulting.	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	FILE # 2020-024	DESIGN-PARCEL 1.dwg
		CONTRACT # 279124	ARCHIVE
		ADDENDUM #	PAGE #
		DATE 06/20/20	DRAWN BY
		SHEET TITLE	LOCATION MAP, PARCEL "B"
			1 OF 2

Exhibit 2 Page 1 of 2





<p>Moore Bass Consulting</p> <p><small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL FINGERPRINTS OF A PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL SURVEYOR, THIS DRAWING IS NOT VALID FOR INFORMATION PURPOSES ONLY AND IS VOID.</small></p>		<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for the Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>		<p>FILE #</p> <p>2017-014</p>	<p>ET/004 city planning</p>
<p>MOORE BASS CONSULTING, INC.</p> <p>100 S. GARDNER STREET</p> <p>TALLAHASSEE, FL 32301-3000</p> <p>TEL: 904.433.1000</p> <p>WWW.MBCCONSULTING.COM</p>		<p>CLIENT NAME</p> <p>DA</p>	<p>PROJECT NAME</p> <p>CANOPY DEVELOPMENT</p>	<p>CONTRACT #</p> <p>ET/004</p>	<p>ARCHIVE</p>
<p>MOORE BASS CONSULTING, INC.</p> <p>100 S. GARDNER STREET</p> <p>TALLAHASSEE, FL 32301-3000</p> <p>TEL: 904.433.1000</p> <p>WWW.MBCCONSULTING.COM</p>		<p>DATE</p> <p>06/15/18</p>	<p>DRAWN BY</p> <p>AMT</p>	<p>NOTEBOOK #</p> <p></p>	<p>PAGE #</p> <p></p>
<p>MOORE BASS CONSULTING, INC.</p> <p>100 S. GARDNER STREET</p> <p>TALLAHASSEE, FL 32301-3000</p> <p>TEL: 904.433.1000</p> <p>WWW.MBCCONSULTING.COM</p>		<p>SHEET TITLE</p> <p>LOCATION MAP, TOE EAST</p>	<p>10F2</p>		

Exhibit 3 Page 1 of 2



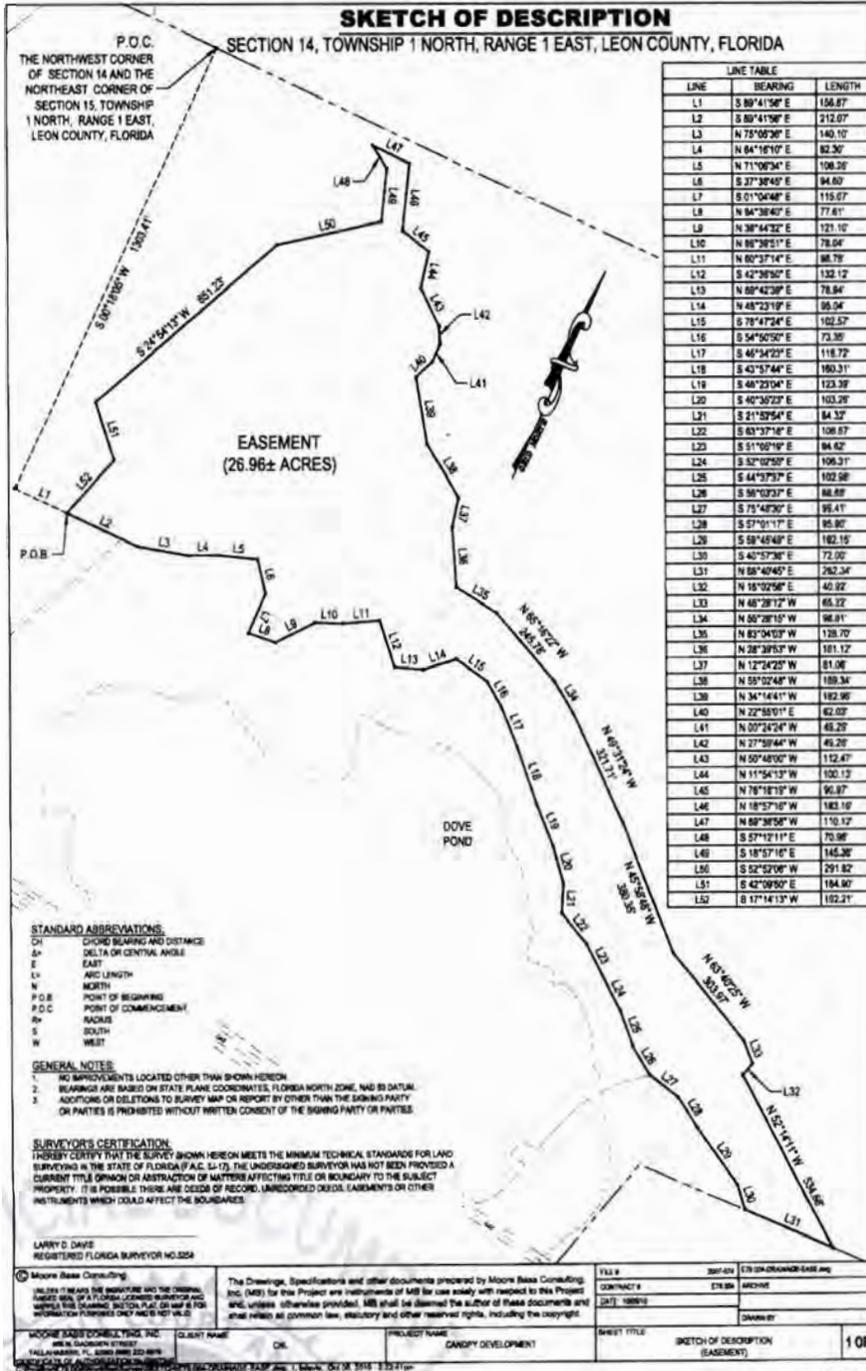
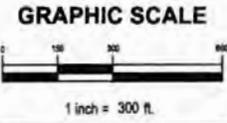
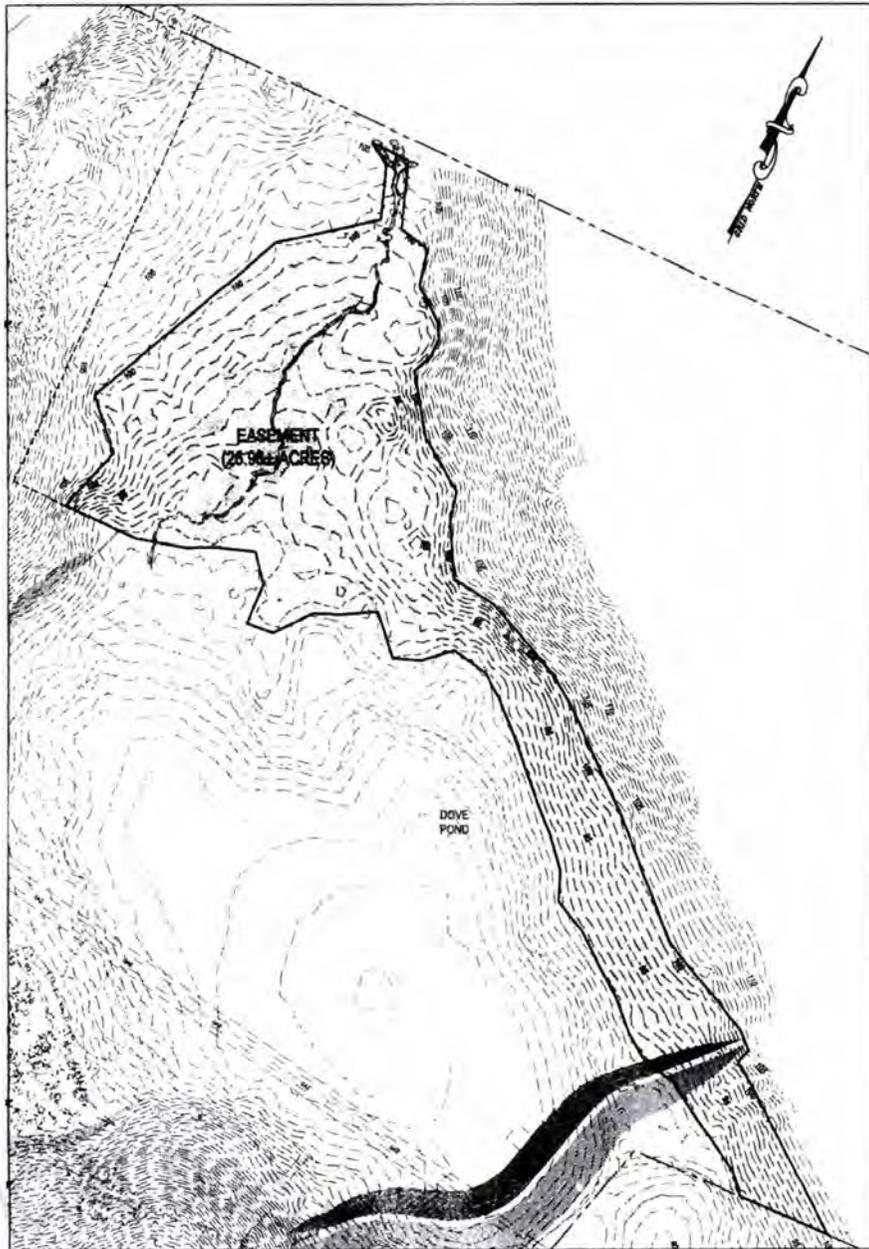
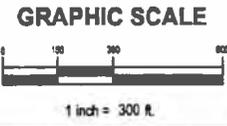


Exhibit 4

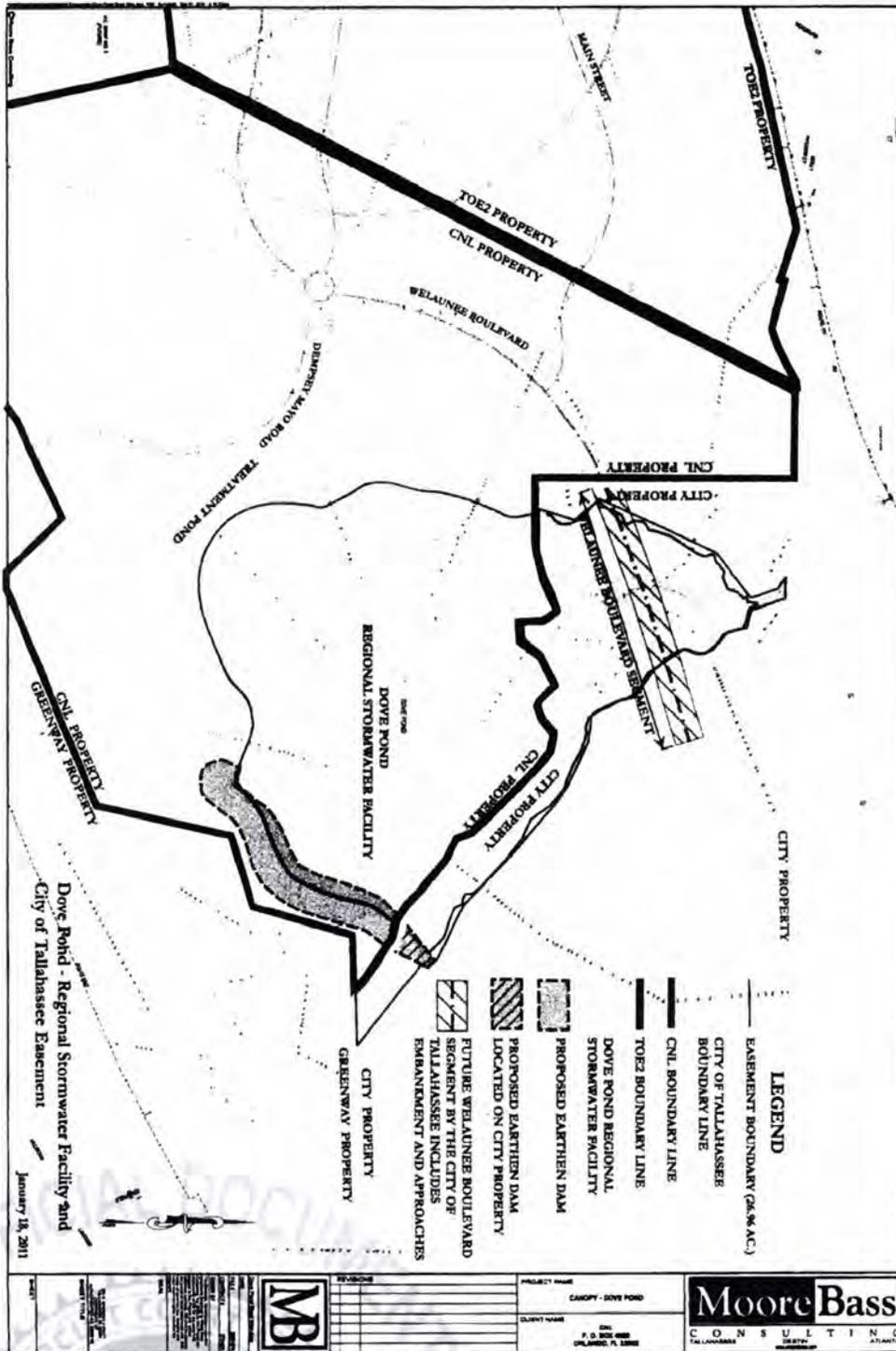


<p>Moore Bass Consulting</p> <p><small>UNLESS IT SHOWS THE OPPOSITE ON THE ORIGINAL, SUBJECT HERE TO ALL RIGHTS RESERVED BY MOORE BASS CONSULTING, INC. FOR REPRODUCTION, DISTRIBUTION, OR ANY OTHER USE, WITHOUT THE WRITTEN PERMISSION OF MOORE BASS CONSULTING, INC.</small></p>		<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are trademarks of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>		<p>FILE #</p> <p>2007-034</p>	<p>SECTION</p> <p>ETHAN DUNNAGE-6000.swg</p>
<p>MOORE BASS CONSULTING, INC.</p> <p>800 N. GARDNER STREET</p> <p>TALLAHASSEE, FL 32304-2000</p> <p>TEL: 904.241.1111</p> <p>FAX: 904.241.1112</p> <p>WWW.MOOREBASS.COM</p>		<p>CLIENT NAME</p> <p>ONL</p>	<p>PROJECT NAME</p> <p>CANOPY DEVELOPMENT</p>	<p>CONTRACT #</p> <p>ETH004</p>	<p>ARCH-REV</p>
<p>DATE</p> <p>10/26/07</p>		<p>DRAWN BY</p> <p>MS</p>	<p>SHEET TITLE</p> <p>SKETCH OF DESCRIPTION (EASEMENT)</p>	<p>30F3</p>	

Exhibit 4 Page



EXHIBIT 5
Page 1 of 1



TALLAHASSEE DEMOCRAT

Tallahassee.com

A GANNETT COMPANY

Attn:
CITY TALLAHASSEE - TREASURY
300 S ADAMS ST STE A31
TALLAHASSEE, FL 32301

STATE OF FLORIDA COUNTY OF LEON:
Before the undersigned authority personally appeared Kristina Balytova, who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

05/11/16

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 11th of May 2016, by Kristina Balytova who is personally known to me.

Teri M. Ismail
Teri M. Ismail

Notary Public for the State of Florida
My Commission expires June 23, 2018

 **TERI M. ISMAIL**
MY COMMISSION #FF135171
EXPIRES June 23, 2018
(407) 398-0153 FloridaNotaryService.com

CITY OF TALLAHASSEE
NOTICE OF INTENT
TO CONSIDER
AMENDED AND RESTATED
CANOPY DEVELOPMENT
AGREEMENT

NOTICE IS HEREBY GIVEN that the second of two public hearings on the proposed Amended and Restated Canopy Development Agreement will be held on Wednesday, May 18, 2016, at 8:00 PM in the City Commission Chambers, Second Floor, City Hall, 300 South Adams St., Tallahassee, FL. At the public hearing, interested parties may be heard.

The proposed agreement is between the City of Tallahassee, Ox Bottom Mortgage Holdings, LLC, and TOE2, Inc., and is related to the development of 505.45 acres of property which constitutes the western portion of the toe of the Welaunee property which is generally located East of Fleischman Rd. and South of Centerville Rd.

The proposed development of the property includes the following uses: 1,417 residential dwelling units; 180 bed adult living facility; 115,000 square feet office and retail; 240,000 square feet institutional and government uses; 60,000 square feet senior center; 100,000 square feet elementary school site; 15,000 square feet civil facility; and city water well site. Building heights will not exceed 65 feet and are set out in the approved planned unit development for the property.

A copy of the proposed agreement is available for review in the City Attorney's office at City Hall. For information, contact Louis C. Norvell, Assistant City Attorney, at (850) 891-8554.

NOTE: If any person decides to appeal any decision made by the City Commission with respect to this matter, he or she will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made. If you have a disability requiring accommodations, please call (850) 891-8211 or FR5 TDD 18009558771, at least 48 hours (excluding weekends and holidays) prior to the start of the meeting.
Publication: May 11, 2016

CITY OF TALLAHASSEE
NOTICE OF INTENT
TO CONSIDER
AMENDED AND RESTATED
CANOPY DEVELOPMENT
AGREEMENT

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Publication: May 11, 2016

RECEIVED
CITY TREASURER-CLERK
2016 MAY 12 AM 11:26

TALLAHASSEE DEMOCRAT

Tallahassee.com

A GANNETT COMPANY

Attn:
CITY TALLAHASSEE - TREASURY
300 S ADAMS ST STE A31
TALLAHASSEE, FL 32301

STATE OF FLORIDA COUNTY OF LEON:
Before the undersigned authority personally appeared
Kristina Balytova, who on oath says that he or she is a
Legal Advertising Representative of the Tallahassee
Democrat, a daily newspaper published at Tallahassee
in Leon County, Florida; that the attached copy of
advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was published in
said newspaper in the issues of:

04/20/16

Affiant further says that the said Tallahassee Democrat
is a newspaper published at Tallahassee, in the said
Leon County, Florida, and that the said newspaper has
heretofore been continuously published in said Leon
County, Florida each day and has been entered as
periodicals matter at the post office in Tallahassee, in
said Leon County, Florida, for a period of one year next
preceding the first publication of the attached copy of
advertisement; and affiant further says that he or she
has never paid nor promised any person, firm or
corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for
publication in the said newspaper.

Sworn to and Subscribed before me this 20th of April
2016, by Kristina Balytova who is personally known to
me.

Teri M. Ismail
Teri M. Ismail

Notary Public for the State of Florida
My Commission expires June 23, 2018

 **TERI M. ISMAIL**
MY COMMISSION #FF135171
EXPIRES June 23, 2018
FloridaNotaryService.com

**CITY OF TALLAHASSEE
NOTICE OF INTENT
TO CONSIDER
AMENDED AND RESTATED
CANOPY DEVELOPMENT
AGREEMENT**

NOTICE IS HEREBY GIVEN that the first of two (2) public hearings on the proposed Amended and Restated Canopy Development Agreement will be held on Wednesday, April 27, 2016 at 6:00 PM in the City Commission Chambers, Second Floor, City Hall, 300 South Adams St., Tallahassee, FL.

The proposed agreement is between the City of Tallahassee, Ox Bottom Mortgage Holdings, LLC, and TOE2, Inc., and is related to the development of 505.45 acres of property which constitutes the western portion of the toe of the Welaunee property which is generally located East of Fleischman Rd. and South of Centerville Rd.

The proposed development of the property includes the following uses: 1,417 residential dwelling units; 180 bed adult living facility; 115,000 square feet office and retail; 240,000 square feet institutional and government uses; 60,000 square feet senior center; 100,000 square feet elementary school site; 15,000 square feet civil facility, and city water well site. Building heights will not exceed 65 feet and are set out in the approved planned unit development for the property.

The City Commission will hold the first of two public hearings on the proposed agreement on April 27, 2016 and the second public hearing is scheduled for May 25, 2016. At the public hearings, interested parties may be heard.

A copy of the proposed agreement is available for review in the City Attorney's office at City Hall. For information, contact Louis C. Norvell, Assistant City Attorney, at (850) 891-8554.

NOTE: If any person decides to appeal any decision made by the City Commission with respect to this matter, he or she will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made. If you have a disability requiring accommodations, please call (850) 891-8211 or FRS TDD (800)9558771, at least 48 hours (excluding weekends and holidays) prior to the start of the meeting.
Publication: Apr. 20, 2016

**CITY OF TALLAHASSEE
NOTICE OF INTENT
TO CONSIDER
AMENDED AND RESTATED
CANOPY DEVELOPMENT
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Publication: Apr. 20, 2016

2016 APR 26 AM 8:04
RECEIVED
CITY TREASURER-CLERK

MEMORANDUM

TO: Paula Burn, City Attorney's Office

FROM: Beverly Howie, Treasurer-Clerk's Office

DATE: June 7, 2016

SUBJECT: Ox Bottom Mortgage Holdings, LLC/ Toe2, Inc.
Amended and Restated Canopy Development Agreement
Contract: 997414

Please find enclosed two (2) fully executed original of the above referenced agreement for your records and for transmittal to **Ox Bottom Holdings, LLC and Toe2, Inc.** Please call me at extension 8241 if you need further assistance. Thank you.

/bh

Enclosures

BLUEPRINT

INTERGOVERNMENTAL AGENCY

Agenda Item

PROJECT/TITLE: Proposed Fiscal Year 2017 Blueprint Operating Budget	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Ben Pingree & Charles Hargraves	Type of Item: Discussion

STATEMENT OF ISSUE:

The Blueprint Budget Policy, approved by the Blueprint Intergovernmental Agency Board (Board) on June 17, 2002, provides a procedure for the adoption of the annual operating budget. This agenda item presents the Proposed Fiscal Year 2017 Operating Budget to the Intergovernmental Agency for adoption.

- **A public hearing is advertised and scheduled for 5:30 pm at the August 11, 2016 Citizen's Advisory Committee meeting.**
- **The second and final public hearing will be advertised and scheduled for 5:30 pm at the September 12, 2016 Blueprint Intergovernmental Agency Board meeting.**

SUPPLEMENTAL INFORMATION:

Budget Process

In accordance with Blueprint's Budget Policy, the Director shall develop a proposed operating budget for the upcoming fiscal year. Once the budget has been developed and approved by the Intergovernmental Management Committee, the Director shall place the proposed budget on the agenda for the next Citizens Advisory Committee Meeting. Concurrently, the Director shall schedule an opportunity for public comment on the proposed budget.

The first public hearing will be advertised and held during the Blueprint CAC meeting on August 11, 2016. On September 12, 2016, the Board is scheduled to hold a second public hearing on the recommended budget prior to the Board's adoption of the budget and approval of the Budget Resolution, which is included as **Attachment #1**. The action on September 12, 2016 will formally appropriate the funds for the FY 2017 Operating Budget, which commences October 1, 2016.

The Blueprint Infrastructure Program and the Office of Economic Vitality are within the Blueprint Intergovernmental Agency. This item addresses the FY 2017 Operating Budget for both groups.

Blueprint Infrastructure Program Operating Budget

The proposed FY 2017 Blueprint Infrastructure Program Operating Budget is included as **Attachment #2**. **Attachment #3** is the budget narrative, which defines each line item in the

budget. A .23% (-\$7,188) decrease from the FY 2016 operating budget is proposed for FY 2017. The following sections contain a summary of the main components and the following are the key highlights of the proposed FY 2017 Operating Budget:

- Total operating reduction of .23%
- Slight increase to personnel costs for bringing in an in-house communications position
- Continuation of key service provisions provided by the City of Tallahassee
- GEC reduction of 31%

Personnel Costs

Over the next year, the Blueprint Infrastructure Program will continue the transition from the 2000 program to the 2020 program. This entails coordination of closing out the 2000 program projects and ramping up coordination efforts for the 2020 program. The Blueprint General Engineering Consultant (GEC) contract was renewed for one year in February 2016 (to February 2017) in order to continue closing out current projects (Capital Circle Northwest, FAMU Way Segment 3, Cascades Park, Capital Cascades Crossing and Magnolia Multi Use Trail). It appears that some of these projects will extend into most of calendar year 2017 and will require limited GEC involvement. As these projects conclude, there will be a need to focus on the last 2000 projects (Capital Circle Southwest right-of-way acquisition and stormwater master plan facility construction, and Cascades Trail Segments 3D and 4) as well as using Blueprint staff to initiate the full 2020 program through a coordinated process.

Total Personnel Costs are proposed to increase by 18%. This increase is due to the switch from GEC providing the in-house Public Information Officer (PIO) to a Blueprint governmental staff position and to cover additional IT needs. Operating costs and the utilization of the Blueprint GEC will fluctuate based on workload, priorities, and/or specialized project needs as directed by the IA.

Public Information Officer Position

The increase in personnel costs is due in part to the creation of one new position “Public Information Officer” to lead the communications and marketing for the Blueprint program. This increase is offset by the reduction in GEC costs. This new position is part of a strategic realignment of the communications activities for the Department of PLACE and Blueprint, specifically. The strategy included terminating the current General Engineering Consultant (GEC) service for communication and public relations. Concurrently, it included the hiring of a full-time, Blueprint staff person to direct all communication needs, and securing a continuing services contract with an outside consultant for additional public relations and strategic communications needs that exist within Blueprint. Importantly, these recommended actions solely related to the communication function translate into approximately 21% annualized savings (recurring), effective immediately, while also meeting the growing communications needs of this office.

The advantage of hiring a communications person is 1) the direct report to the Department versus the GEC, 2) the ability to sustainably and quickly respond to all Department needs rather than being limited to specific tasks, and 3) the elimination of substantial administrative overhead costs included in the current approach for this service provision. The Department of PLACE has approved a proposal from VancoreJones to provide public relations and strategic

communications services to Blueprint for a monthly general consulting fee of \$5,000 with a term of six months for a total cost of \$30,000.

This work is proposed to span both the Blueprint 2000 and 2020 programs. The continuing services contract will provide the required flexibility to respond to the changing needs of the Department and place a limit on the amount spent each year. In contrast, the QCA contract amount would increase with the corresponding increase in work load.

In summary, this strategy allows for the greatest amount of flexibility to respond the project and programmatic needs, places a limit on the amount spent on public relations and strategic communications services, and provides recurring annualized savings of 21% while improving service efficiency and outcomes.

Merit Pay Increase

The Director recommends that pay increases be determined by the Jurisdiction in which the employee's benefits are provided (i.e., if the employee receives City benefits, then City salary adjustments would control.). No City or County pay increases have been approved as of yet. The operating budget reflects an increase of 3 percent, but will be adjusted according to action by the City and County respectively.

Capital Outlay

A new vehicle is proposed in the Blueprint Infrastructure Program Operating Budget. This vehicle will replace the 1999 Isuzu Rodeo, which has extended its expected life by twelve years and needs repairs that exceed its value. The new vehicle will be more dependable and used to conduct construction site visits, pickup and deliver work related items, and travel to and from meetings for Blueprint Intergovernmental Agency staff.

Allocated Costs

The City of Tallahassee provides several services to Blueprint including Accounting, Technology, Human Resources, City Auditor, City Attorney, Records Management, and Purchasing. Blueprint provides a payment to the City of Tallahassee based on the services provided from each department. In May 2016, the City of Tallahassee proposed the FY 2017 charges and provided a detailed backup explaining the charges. This memo and detail is provided as **Attachment #4**.

General Engineering Consultant (GEC)

As part of the reorganization of Blueprint in June 2011, staff has been working to reduce GEC costs for the department in hopes that more infrastructure and green projects can be completed. **As such, all of the GEC fees are included within the operating budget.** Prior to FY2014, GEC fees were included within the Operating and Capital Improvement Budget making it difficult to easily track true operating expenditures of the Department. **The proposed FY2017 operating budget has a 31% decrease in GEC costs.** Staff anticipates the GEC allocation will continue to be reduced to offset the Blueprint operating budget increase. The following table indicates operating allocations for the last six years.

	Blueprint Operating Budget	GEC Allocations	Total Budget
FY 2012	\$1,166,506	\$2,821,537	\$3,988,043
FY 2013	\$1,166,506	\$2,432,842	\$3,599,348
FY 2014	\$1,387,570	\$1,687,322	\$3,074,892
FY 2015	\$1,471,532	\$1,362,612	\$2,834,144
FY 2016	\$1,887,931	\$1,244,508	\$3,132,439
FY 2017 (proposed)	\$2,319,880	\$860,458	\$3,180,338

The proposed structure allows for phasing out the current GEC program with the completion of the 2000 projects and reassess the GEC structure for the 2020 program at the appropriate time.

Office of Economic Vitality Operating Budget

The proposed FY 2017 Office of Economic Vitality (OEV) operating budget (**Attachment #5**) includes funding for three divisions: Strategic Planning, Engagement and Operations, Data and Business Analytics, and the Minority Women and Small Business Enterprise Program. The proposed FY 2017 Office of Economic Vitality operating budget is \$1.09 million and was balanced within the existing resources previously provided from the County and City for these programs.

The Engagement and Operations and Research and Business Analytics divisions are budgeted at \$699,892 for the FY 2017. These two divisions perform and support duties as the economic development organization of record for the community. The Engagement and Operations budget is \$348,000 for efforts to support business recruitment, retention and expansion, stakeholder and citizen engagement activities, and advertising to industry partner publications through various mediums. The Research and Business Analytics division budget is \$351,892 and includes allocations for state-of-the-art software for research needs, a localized sites and buildings database, as well as other resources that allow for the creation and maintenance of a data center. This data center provides digestible information on the economy and business analytics for business leaders to make informed decisions for their companies. The Minority, Women and Small Business Enterprise Program was consolidated by the County and City in May 2016 to streamline and improve services to minority and women small business owners. This division’s operating budget is \$392,762 and allows for staff members to engage with the community to increase communication and awareness of procurement opportunities for goods and services. All divisions have professional training and educational opportunities for staff to establish and improve relationships with industry leaders and will allow staff to learn and understand best practices to apply them to Tallahassee and Leon County, Florida to improve the economic vitality of the community.

In addition, the County and City have allocated \$1 million to support Business Recruitment and Incentive fund that is designed to leverage and maximize job creation opportunities through economic incentives until the Board finalizes the allocation of the economic development portion of the sales tax revenues which begin in 2020. This will further empower OEV’s responsiveness for future job creation opportunities through a dedicated and readily available incentive fund. This funding is not intended for programmatic/administrative functions or for the

implementation of the strategic plan. The establishment of this fund will allow the joint OEV to manage existing commitments made by the County and City to include a central fund for the issuance of payments. The County allocated \$500,000 during their April 26 FY 2017 Budget Workshop to support this incentive fund and the City matched this amount in their FY 2017 budget.

OPTIONS:

Option 1: Adopt the FY 2017 Blueprint Intergovernmental Agency Operating Budget as presented and approve the FY 2017 Operating Budget Resolution (Resolution No. 2016-XX).

Option 2: Revise and adopt the FY 2017 Blueprint Intergovernmental Agency Operating Budget and approve the FY 2017 Operating Budget Resolution (Resolution No. 2016-XX).

Option 3: Board Guidance

Action by the TCC and CAC: The CAC recommended approval of Option 1, consistent with Agency staff's recommendation. The TCC accepted the proposed FY 2017 Blueprint Intergovernmental Agency Operating Budget.

RECOMMENDED ACTION:

Option 1: Adopt the FY 2017 Blueprint Intergovernmental Agency Operating Budget as presented and approve the FY 2017 Operating Budget Resolution (Resolution No. 2016-XX).

ATTACHMENTS:

- Attachment #1: FY 2017 Operating Budget Resolution (Resolution No. 2016-XX).
- Attachment #2: FY 2017 Proposed Blueprint Infrastructure Program Operating Budget
- Attachment #3: FY 2017 Blueprint Infrastructure Program Budget Narrative
- Attachment #4: FY 2017 Proposed Indirect Cost and Internal Service Fund Charges
- Attachment #5: FY 2017 Office of Economic Vitality Proposed Operating Budget

**Blueprint Intergovernmental Agency FY 2017 Operating Budget
RESOLUTION NO. 2016-XX**

WHEREAS, the Blueprint Intergovernmental Agency’s Budget Policy 102, Section 06, subsection B(2), requires the Intergovernmental Agency Board of Directors (“Board”) to adopt an annual operating budget and appropriate funding for the upcoming year; and

WHEREAS, the Blueprint Intergovernmental Agency Board has acknowledged the receipt of sales tax revenue to fund expenses for the Fiscal Year beginning October 1, 2016, and ending September 30, 20167

NOW, THEREFORE, BE IT RESOLVED, that the Blueprint Intergovernmental Agency Board, hereby approves and adopts the Operating Budget for Fiscal Year 2017 as reflected below, and that all incomplete project balances, requisitions, and encumbrances from prior years will automatically be re-appropriated.

**Blueprint Intergovernmental Agency
FY 2017 Operating Budget Summary**

Expenses	
<hr/>	
Personnel Expenses	
Blueprint Infrastructure Program	\$1,517,500
Office of Economic Vitality & Planning	\$613,077
Minority, Women, Small Business	\$316,217
Operating Expenses	
Blueprint Infrastructure Program	\$592,118
Office of Economic Vitality	\$86,815
Minority, Women, Small Business	\$76,545
Insurance Liability Premium	\$32,800
Capital Outlay	\$49,387
Allocated Cost	\$128,075
Gen. Engr. Consultant	\$860,458
Total Recurring Operations	\$4,272,992
Transfers to Capital Projects	\$9,434,298
Operating Reserve	\$1,191,040
Debt Service Transfer	\$14,692,725
SIB Loan Transfer	\$3,941,685
Total Transfers	\$29,259,748
Total Expenses	\$33,532,740
Source of Funds	
<hr/>	
Sales Tax Proceeds	\$32,440,086
City Revenue	\$596,830
County Revenue	\$495,824
Total Revenues	\$33,532,740

Adopted this ____ day of September, 2016.

Tallahassee/Leon County, Florida

Attest:

By: _____
Commissioner Gil Ziffer
Chair, Board of Directors
Blueprint Intergovernmental Agency

By: _____
James O. Cooke, Treasurer-Clerk
City of Tallahassee

Approved as to Form:

By: _____
Maribel Nicholson-Choice
Attorney for the Intergovernmental Agency Board

BLUEPRINT INFRASTRUCTURE PROGRAM PROPOSED FY 2017 OPERATING BUDGET

(See Attachment 4 for Proposed Office of Economic Vitality Budget)

	FY2015 Actual	FY2016 Amended Budget	FY2017 Proposed	Percent Change
511000 Salaries	\$592,719	\$727,234	\$885,803	
511300 Salaries Enhancements	\$0	\$12,351	\$13,000	
511500 Temp wages	\$93,717	\$184,347	\$202,197	
512000 Overtime	\$24	\$2,122	\$3,000	
512400 Other Salary Items		\$12,830	\$15,000	
515000 Pension-current	\$86,646	\$121,076	\$135,000	
515100 Pension-MAP	\$39,202	\$62,400	\$70,000	
515500 Social Security	\$2,579	\$6,413	\$7,000	
515600 Mandatory Medicare FICA	\$9,849	\$11,876	\$13,000	
		\$0	\$0	
516000 Health Benefits & Life	\$60,409	\$101,218	\$125,000	
516100 Health Benefits Retirees	\$17,691	\$17,691	\$18,500	
516020 Health Benefits OPEB	\$0	\$0	\$0	
516100 Flex Benefits	\$13,139	\$23,264	\$30,000	
512000 County's Worker Comp	\$0	\$0	\$0	
Total Personnel Services	\$923,052	\$1,282,822	\$1,517,500	18.29%
521010 Advertising	\$10,205	\$9,000	\$10,000	
521030 Reproduction	\$1,671	\$3,750	\$3,750	
521040 Unclassified Professional Fees	\$32,946	\$64,900	\$148,650	
521100 Equipment Repairs	\$5,070	\$8,735	\$1,500	
521160 Legal Services	\$9,350	\$12,000	\$30,000	
521180 Unclassified Contractual Services	\$10,101	\$42,000	\$37,500	
521190 Computer Software	\$25,160	\$42,700	\$47,182	
522080 Telephone	\$24,687	\$38,052	\$31,506	
523020 Food	\$2,418	\$2,000	\$3,500	
523030 Gasoline	\$51		\$2,000	
523050 Postage	\$506	\$1,400	\$1,400	
523060 Office Supplies	\$18,230	\$18,900	\$17,900	
523080 Unclassified Supplies	\$45,730	\$4,000	\$4,000	
523100 Vehicle Non-Garage	\$3,848	\$6,000	\$4,000	
524010 Travel and Training	\$17,630	\$21,425	\$33,500	
524020 Journals and Books	\$440	\$2,500	\$2,750	
524030 Membership Dues	\$1,568	\$3,125	\$4,175	
524040 Certificates and Licenses	\$70		\$2,000	
524050 Rental of Office Space	\$112,550	\$163,805	\$193,121	
524070 Rental of Office Machines	\$0	\$0	\$3,685	
524080 Unclassified charges	\$8,088	\$40,700	\$10,000	
Misc. Operating Expenses	\$330,319	\$484,992	\$592,118	22.09%
540040 Liability Insurance Premium	\$29,201	\$37,897	\$32,800	
Total Other Svcs/Charges	\$29,201	\$37,897	\$32,800	-13.45%

	FY2015 Actual	FY2016 Amended	FY2017 Proposed	Percent Change
550030 Office Equipment	\$93,863	\$0	\$0	
550040 Computer Equipment	\$12,564	\$6,500	\$9,387	
550060 Unclassified Equipment	\$0	\$0	\$40,000	
Total Capital Outlay	\$106,427	\$6,500	\$49,387	86.84%
560010	\$7,382	\$10,777	\$10,474	
560020 Accounting Expense	\$24,391	\$31,641	\$39,660	
560030 Purchasing Expense	\$27,648	\$46,180	\$35,804	
560040 Information Systems Exp.	\$468	\$4,961	\$5,014	
560050 Risk Management	\$0	\$0	\$0	
560120 Indirect Costs	\$35,478	\$37,248	\$37,123	
Allocated Costs	\$95,367	\$130,807	\$128,075	-2.09%
612400 Inter-fund Transfer				
Gen. Eng. Consultant				
LOA 1 (GEC Administration Field)		\$93,570	\$8,846	
LOA 1 (GEC Administration Home)			\$32,752	
LOA 2 (Segment 2 Field (Park))		\$50,204	\$160,600	
LOA 2 (Segment 2 Home (Park))			\$19,922	
LOA 2/15 (Connector Bridge Field)		\$231,520	\$14,744	
LOA 2/14 (Segment 3 Field)		\$132,500	\$224,223	
LOA 2/14 (Segment 3 Home)			\$12,451	
LOA 2/16 (Segment 4 Field)		\$78,400	\$73,391	
LOA 5 (Capital Circle NW/SW)		\$375,424	\$255,685	
LOA 5 (Capital Circle NW/SW) ROW		\$16,500	\$0	
LOA 6 (Sensitive Lands)		\$8,250	\$0	
LOA 9 (Capital Circle SW)		\$149,140	\$39,417	
LOA 12 (FAMU Way)		\$82,500	\$0	
LOA 13 (Magnolia Dr)		\$26,500	\$0	
LOA 17 (Franklin Blvd Field)		\$0	\$18,426	
	\$0	\$1,244,508	\$860,458	-30.86%
Total Operating	\$1,484,366	\$3,187,526	\$3,180,338	-0.23%
612400 Other Transfers				
Transfer to Capital Projects	\$18,574,887	\$10,102,373	\$9,434,298	
Operating Reserve			\$1,191,040	
611300 Debt Service Transfer	\$14,695,549	\$14,695,550	\$14,692,725	
SIB Loan	\$4,583,685	\$4,454,637	\$3,941,685	
Available for Future Years	\$2,067,971	\$0	\$0	
Total Budget	\$41,406,458	\$32,440,086	\$32,440,086	
Source of Funds				
Transfer from Fund Balance	\$8,706,608			
Sales Tax Proceeds	\$32,490,925	\$32,440,086	\$32,440,086	
Interest Revenues	\$180,127			
Miscellaneous	\$28,800			
Total	\$41,406,460	\$32,440,086	\$32,440,086	

Fiscal Year 2017 Budget Narrative

- 511000 **Salaries-** The Director approval of one new position as outlined in the agenda item and also recommends that pay increases be determined by the Jurisdiction in which the employee's benefits are provided (i.e., if the employee receives City benefits, then City salary adjustments would control.).
- 511500 **Temp wages** includes wages for temporary Assist legal counsel, 2 part-time IT support staff members, EDMS Technician, and Intern during the summer. The IT services were previous provided by the GEC.
- 512400- These costs are determined by the City and County to cover the cost of their respective fringe benefit packages
- 516100 Fringe benefit packages.
- 516100 This is the charge to Blueprint to cover the cost of the City's share of future employees' health Benefits.
- 512000 Overtime for Admin Asst. and OPS staff
- 521010 **Advertising-** Public hearing notices, news releases, etc.
- 521030 **Reproduction-** Annual Financial Reports, copies, letterhead, agenda items, etc.
- 521040 **Unclassified Professional Fees** - Financial Audit, Performance Audit, Bond Services and Counsel, Strategic Communications Services, and misc.
- 521100 **Equipment Repairs** - copier maintenance contract and copies, recording equipment, misc. equipment repairs and maintenance.
- 521160 **Legal Services** - Outside General Counsel Attorney services for IA and Blueprint
- 521180 **Unclassified Contract Services** – Professional Services, FSU Intern Contract, Consultant IT Support and misc. services
- 521190 **Computer Software** - Annual software maintenance and licenses.
- 522080 **Telephone-** Blueprint office telephone / internet services, telephone equipment maintenance, 7 cell phones and 3 tablets
- 523020 **Food** - 6 CAC meetings, workgroup meetings, lunch meetings, and 1 evening IA meeting.
- 523060 **Office supplies** – Office supplies, printer toner, paper, and general office needs.
- 523080 **Unclassified Supplies-** meeting room rentals, and items such as surge protectors and construction site safety equipment.
- 523100 **Vehicle - Non Garage** - Repairs and service on 3 Vehicles. The age of vehicles ranges from 2 to 15 years old.
- 524010 **Travel and Training** –Continuing education training, Florida Communities Trust related seminars and Florida Bar conferences.
- 524020 **Journals and Books** – Legal, Engineering and Planning books and subscriptions
- 524030 **Memberships** - dues Florida Bar, American Planning Association, ASCE, APWA, FES and etc. for 6 professional staff members.
- 524050 **Rent Expense** - The amount reflected is based on our lease with the County for 315 South Calhoun Street. This amount may change following the buildout of the OEV space.
- 524080 **Unclassified Charges** – Office photographs, promotional items, office events
- 540040 **Liability Insurance** - Workers Comp, General Liability, Automobile, Public Officials, Employment Practices Liability.
- 550060 **Unclassified Equipment** – New vehicle to replace the existing Isuzu Rodeo.
- 560010-40 Blueprint's share of Allocated Costs.
- 612400 General Engineering Consultant and transfer of sales tax revenue to Capital Projects.



An All-America City

To: Blueprint 2000
From: City of Tallahassee Office of Financial Management
Date: 6/6/2016
Re: Updated FY 2017 Proposed Indirect Cost and Internal Service Fund Charges

Please accept this cover memo and detailed backup as confirmation of Proposed FY17 Indirect Cost Allocation Plan (ICAP) and Internal Services Fund (ISF) charges. As agreed in the Statement of Policy 102.01, the City of Tallahassee provides services to Blueprint 2000, detailed in the attached document, in the amount of \$128,075. These services include Accounting, Technology, Human Resources, City Attorney, Records Management, etc.

Please be aware that these budget amounts are proposed and are subject to updates as we continue through the FY 2017 budget preparation process. Factors that may cause these amounts to change include input from the City Commission, the identification of increases or decreases to ISF/ICAP budgets, or adjustments in the service levels agreed to by the City and Blueprint 2000. We expect to have this budget finalized by July/August, 2016.

Please review the attached amounts and explanations. We are happy to address any questions, comments or concerns, or provide additional backup information as needed.

Attached: FY17 Blueprint 2000 Proposed Allocations_Revised_June2016.pdf

Blueprint 2000
FY17 Proposed COT Allocations
June 6, 2016

	T&I (ISS)	Accounting	Purchasing	Human Resources	Indirect Costs	Total
FY17:	5,014	39,660	35,804	10,474	37,123	128,075
FY16:	4,961	31,641	46,180	10,777	37,248	130,807
Change:	53	8,019	(10,376)	(303)	(125)	(2,732)

Internal Service Funds

Technology & Innovations (ISS) - \$5,014

- There are a total of 6 metrics used in the calculation of this allocation. Blueprint 2000's total of 9 network log-ins, a three-year average of application system development and technology and planning development, and zero telephone devices or public safety hours result in an allocation of 0.19% of the City of Tallahassee's T&I (formerly ISS) budget.

Accounting - \$39,660

- Accounting costs for FY17 are allocated based on the number of journal entries created in FY15. Blueprint 2000 is allocated 0.69% of the City of Tallahassee's Accounting Fund budget to reflect 1,272 journal entries created in FY15 out of a total of 182,366.

Purchasing - \$35,804

- Purchasing fund costs are allocated based on total purchase card transactions and purchase order counts, weighted by time. Blueprint 2000 used purchase card(s) for 413 transactions and had 128 purchase orders in FY2015; therefore 1.22% of the City of Tallahassee's Purchasing Fund budget has been allocated.

Human Resources - \$10,474

- Blueprint 2000's Human Resources allocation of 0.24% is based on the 7 full-time equivalent (FTE) employees identified with CDA, as a percentage of the City of Tallahassee's total budgeted 2,917 FTE's in FY2015.

There are no Internal Service Fund Allocations from:

- 800 MHZ Radio Communications - \$0
- Revenue Collections - \$0
- Garage (Fleet) - \$0
- Risk Management - \$0
- Utility Services - \$0
- EPER - \$0

Blueprint 2000
FY17 Proposed COT Allocations
June 6, 2016

Indirect Costs:

	City Attorney	Asset Liability Mgmt	Records Mgmt	City Auditor	Public Info. Office	Budget and Policy	City Manager	Communi-cations	City Commission		Total
FY17:	7,770	0	1,565	0	0	27,788	0	0	0	0	37,123
FY16:	2,148	1,006	421	23,039	753	7,685	439	354	1,012	391	37,248
Change:	5,622	(1,006)	1,144	(23,039)	(753)	20,103	(439)	(354)	(1,012)	(391)	(125)

- **City Attorney - \$7,770**
 - Two basis of allocations were used: the percentage of support time per department for Legal Services for 11 attorneys and direct charges per department for Outside Legal Counsel. Blueprint only has charges for Legal Services with an allocation of 0.091%.

- **Records Management - \$1,565**
 - There are multiple basis of allocations that were used: Commission Minutes/Legal Ads/Codification; CRA Minutes; Contracts/Document Scanning; EDMS & Help Desk; Cemetery Deeds; and Lien Search/Lobbyist Registration/Public Records Requests. Blueprint is only being charged for Contracts/Document Scanning and EDMS& Help Desk. The basis of allocation used for the Contracts/Document Scanning is the number of FTE's per department. Blueprint has a total number of 7.00 FTEs resulting in a total allocation of 0.247%. The FY17 proposed amount is \$1,072. Blueprint is also being charged for the EDMS and Help Desk allocation. The basis of allocation for EDMS and Help Desk is the number of log-in ID's per department. Blueprint has an allocation of 9.00 logins out of a total of 3,148 log-in ID's for the City resulting in total allocation of 0.286%. The FY17 proposed amount is \$493.

- **Budget and Policy - \$27,788**
 - The basis of allocation used is the budgeted expenditures per department (\$1,000's). Blueprint has a total budget of \$30,509 per \$1,000 out of a total budget of \$949,859 per \$1,000 for the City resulting in a total allocation of 3.212%.

There are no Indirect Cost Allocations from:

- City Auditor - \$0
- Asset Liability Management - \$0
- Public Information Office - \$0
- City Manager - \$0
- Communications - \$0
- City Commission - \$0

Blueprint 2000
FY17 Proposed COT Allocations
June 6, 2016

- Mayor -\$0
- Building Use Allowance - \$0
- Equipment Use Allowance - \$0
- City Treasurer-Clerk - \$0
- Management and Administration - \$0
- Utility Services - \$0
- Safety and Neighborhood Services- \$0
- Development and Transportation Services- \$0
- Assistant to the City Manager - \$0
- Building Services and Facility Management - \$0
- Real Estate Management - \$0
- Fire Administration - \$0
- Chief of Police- \$0
- Parks Administration - \$0
- Public Works Administration - \$0
- Economic and Community Development Management - \$0
- Growth Management Administration - \$0

CITY OF TALLAHASSEE, FLORIDA
 Proposed FY17 Budget
 890
 OEV and MWBE

Report Date: 2016-10-01
 Budget Period: FY2017
 Run Date: 1-Aug-16

Account	Account Description	FY17 Total	FY17 OEV &	FY17 MWBE
		Proposed Budget	Planning Proposed Budget	Proposed Budget
Expenses				
	Total Personnel Services	929,293	613,077	316,217
	Total Operating Expenses	163,360	86,815	76,545
	Total Recurring Operations	1,092,653	699,892	
Business Recruitment and Incentive Fund				
	Total Transfers	--	-	-
	Total Expenses	1,092,653	699,892	392,762
Revenues				
	City Revenue	596,830	400,449	196,381
	County Revenue	495,824	299,443	196,381
	Total Revenues	1,092,653	699,892	392,762

CITY OF TALLAHASSEE, FLORIDA

Proposed FY17 Budget

890

OEV and MWBE

Report Date: 2016-10-01

Budget Period: FY2017

Run Date: 1-Aug-16

Account	Account Description	Expended This Month	FY17 Proposed Budget	Budget Allotment to Date	Year to Date Expended	Pre-Encumbered	Encumbered	Unencumbered & Unexpended
Personnel Services								
511000	Salaries	--	654,863	--	--	--	--	654,863
511300	Salary Enhancements	--	11,708	--	--	--	--	11,708
511500	Temporary Wages	--	--	--	--	--	--	--
512400	Other Salary Items	--	3,839	--	--	--	--	3,839
515000	Pension- Current	--	88,218	--	--	--	--	88,218
	Pension- MAP	--	42,696	--	--	--	--	42,696
515600	Mandatory Medicare	--	8,659	--	--	--	--	8,659
516000	Health Benefits	--	93,673	--	--	--	--	93,673
516100	Flex Benefits	--	14,760	--	--	--	--	14,760
51xxxx	FICA	--	10,624	--	--	--	--	10,624
51xxxy	Workers Comp	--	253	--	--	--	--	253
Total Personnel Services		--	929,293	--	--	--	--	929,293
Operating Expenses								
521010	Advertising	--	21,100	--	--	--	--	21,100
521030	Reproduction	--	10,000	--	--	--	--	10,000
521180	Unclassified Contractual Svcs	--	77,250	--	--	--	--	77,250
521190	Computer Software	--	--	--	--	--	--	--
522080	Telephone	--	2,000	--	--	--	--	2,000
523050	Postage	--	1,750	--	--	--	--	1,750
523020	Food	--	--	--	--	--	--	--
523060	Office Supplies	--	2,500	--	--	--	--	2,500
523080	Unclassified Supplies	--	--	--	--	--	--	--
524010	Travel & Training	--	30,650	--	--	--	--	30,650
524030	Memberships	--	5,035	--	--	--	--	5,035
524080	Unclassified Charges	--	13,075	--	--	--	--	13,075
Total Operating Expenses		--	163,360	--	--	--	--	163,360
Transfers to Other Funds								
	Business Recruitment and Incentive Fund	--	--	--	--	--	--	--
Total Transfers to Other Funds		--	--	--	--	--	--	--
Allocated Accounts								
Total Allocated Accounts		--	--	--	--	--	--	--
Total Expenses		--	1,092,653	--	--	--	--	1,092,653
Revenues								
	City Revenue	--	596,830	--	--	--	--	596,830
	County Revenue	--	495,824	--	--	--	--	495,824
Total Revenues		--	1,092,653	--	--	--	--	1,092,653
Balance		--	--	--	--	--	--	--

1,092,653.28

BLUEPRINT

INTERGOVERNMENTAL AGENCY

Agenda Item

SUBJECT/TITLE: Adoption of Proposed Fiscal Year 2017 Blueprint Net Sales Tax Allocation Plan and 2017-2020 Capital Improvement Plan	
Date: September 12, 2016	Requested By: Blueprint Staff
Contact Person: Charles Hargraves	Type of Item: Discussion

STATEMENT OF ISSUE:

This item requests the Blueprint Intergovernmental Agency Board's review and adoption of the FY 2017-2020 Net Sales Tax Allocation Plan (NSTAP) and FY 2017-2020 Capital Improvement Plan (CIP) and approval of the FY 2017 Capital Budget Resolution (**Attachment #1**).

- **The first public hearing was advertised and conducted at the August 11, 2016 Citizen's Advisory Committee Meeting.**
- **The second and final public hearing will be advertised and conducted at the September 12, 2016 Blueprint Intergovernmental Agency Board Meeting.**

SUPPLEMENTAL INFORMATION:

The NSTAP is based on a cash flow forecast of projected sales tax revenues through the entire Blueprint 2000 program. The CIP will implement the approved NSTAP. Staff is utilizing the same projected sales tax rates as the City and the County, but is providing a budget based on 95% of the projections consistent with the County approach. Staff has not projected an increase of sales tax revenues in the outlying years (2018-2020) nor has staff included revenues that will be received through interest. This conservative approach will assist the Blueprint Intergovernmental Agency (Agency) as the program will be focused on closing out the remaining projects over the next four years.

Accounting Summary

Attachment #2 is provided to include an additional level of open government to the citizens. The Accounting Summary provides up to date (as of April 30, 2016) information regarding funding sources, Board allocations to date, Agency encumbrances and expenditures for all Blueprint projects and remaining fund balances. Additional levels of detail for each project can be provided should the IA, CAC or citizens desire to see the information in greater detail.

Existing and Estimated Net Sales Tax Revenues

Attachment #3 also provides an up to date (as of April 30, 2016) accounting of sales tax revenues as well as the estimated net revenues for years 2017 through 2020. The estimated sales tax revenues do not include interest income, and it assumes that operating costs will remain the same through the remainder of the Blueprint 2000 program.

However, operating costs through 2020 may increase depending on work that may be required to position the 2020 program concurrent with the 2000 program. Costs associated with the 2020 program will be tracked so that they will be reimbursed when the 2020 program commences.

Also included in Attachment #3 is a repayment to the Operating Reserves Account in the amount of \$1,191,040 to return the balance of this account to \$2,000,000. This \$2,000,000 reserve of sales tax revenues was set aside in 2005 to fund unanticipated expenditures. At the September 28, 2015 meeting, the Board approved the 2016-2010 Capital Improvement Plan which included approval for the Agency to utilize these reserve funds for current projects, subject to Board approval.

Over the course of the past year, funds from the Operating Reserves account in the amount of \$1,191,040 were utilized by the Agency to fund unanticipated expenditures related to the Capital Circle Northwest (N2) project. Per staff's recommendation at the September 28, 2015 Board meeting, the proposed 2017 – 2020 Capital Improvement Plan budget includes the repayment of this amount to the Operating Reserves account to ensure funds are available to address future unanticipated project needs.

Proposed 2017-2020 Net Sales Tax Allocation Plan

The NSTAP (**Attachment #4**) is the basis for funding allocations in FY 2017. In short, only funding identified in year 2017 will be allocated towards any projects. Funding identified in the outlying years (2018-2020) is merely an estimate of future allocations. For FY 2017, staff is currently recommending the allocations identified in Table 1.

Table 1 – Proposed FY 2017 Allocations

	\$9,434,298
Deallocations from Closed Projects	
Sensitive Lands Project Management	\$21,999
CCSE Woodville to Crawfordville (E-3)	\$1,233
CCSE Connie to Tram (E-1)	\$88,785
Total Deallocation	\$112,017
Total for Allocation to Capital Projects	\$9,546,315
Capital Project Allocations	
Water Quality (City)	\$2,021,346
Lake Lafayette Floodplain	\$46,948
CCNW/SW (N-2)	\$500,000
Capital Cascade Trail Seg. 1 (Franklin Boulevard)	\$100,000
CCSW Stormwater Master Plan and Construction	\$2,150,000
Capital Cascades Segments (3 and 4)	\$3,102,021
Cascades Park	\$401,000
Orange Avenue Corridor Study	\$175,000
Northeast Gateway (Welaunee Boulevard)	\$750,000
2020 Sales Tax Extension	\$300,000
Total	\$9,546,315

- Deallocation of the remaining funds in Sensitive Lands Project Management, CCSE Connie to Tram (E-1) and CCSE Woodville to Crawfordville (E-3) is proposed. Sensitive

Lands Project Management was used by the GEC to assist in acquisitions and analysis. The E-1 and E-3 projects are complete. These additional funds will supplement other Blueprint projects.

- Water Quality (City) – The Blueprint 2000 program includes a \$25,000,000 project for the City to implement water quality enhancement projects. The proposed FY 2017 allocation is the programmed annual allocation.
- Lake Lafayette Floodplain – In June 2015, the Board approved the use of \$1,050,000 of Blueprint funds to match a grant under the Florida Forever Program. \$750,000 was allocated in FY 2016. \$46,948 is proposed for FY 2017 to meet the remaining commitment of \$300,000 because \$253,052 is currently available in the budget.
- Capital Circle Northwest Southwest (CCNW/SW) – The proposed \$500,000 will recover the contingency balance that was used to pay for CEI services during the period between January and August 2016. These contingency funds will be used to pay for CEI services from September through the project close out, pay item overruns as well as other incidentals that may come up on the \$60,000,000 Capital Circle Northwest Southwest project.
- CCSW Stormwater Master Plan and Construction – At the April 1, 2015 Board meeting staff was directed to design and construct the joint use stormwater ponds in the Capital Circle segment between Orange Avenue and Crawfordville Highway. In FY2016, \$650,000 was allocated for the design of the ponds, and \$2,150,000 is proposed to be added this year for the construction of the ponds.
- Capital Cascade Trail Segment 1 (Franklin Boulevard) – The proposed \$100,000 allocation will be used for investigating and providing an evaluation of a repair for the depressions that have formed in the road since the project was completed. Any surplus would be applied to the cost of repairs
- Capital Cascades Segments (3 and 4) – The proposed allocation of \$3,102,021 will be used to design and construct Capital Cascades Trail Segment 3D and Segment 4.
- Cascades Park
 - Drainage Improvements, \$90,000 - The project consists of the preparation of a design to correct erosion that occurs in a few locations throughout Cascades Park. There are four locations that require rehabilitation to eliminate and prevent future erosion. The construction will vary from minor grading and placement of rip-rap rubble to the installation of small drainage pipes and inlets.
 - Alum System, \$150,000 – Proposed funds will be used to analyze the current system and evaluate opportunities to improve the functioning of the system as a whole. The funds will also be used to develop a design for the selected improvements to increase the levels of pollutant.
 - Imagination Fountain, \$118,000 – Since the Park opened in 2014, the Imagination Fountain has had continual issues that have resulted in Fountain closures. Blueprint staff has coordinated with Parks and Rec to resolve the issues and collectively have found that the system needs significant modifications. The requested funds are an estimate and will go towards a new sand filter, new open platform computer system, improvements to the vault that will reduce the humidity and extend the longevity of the electronic parts, and contingency to cover expenses not yet identified. The

open source system will allow local programming of new shows without the proprietary cost of the old system. The sand filtration system will not only improve maintenance, but allow an almost unlimited number of swimmers by code. Approximately \$24,000 has already been spent on the fountain to cover the cost of replacement parts and post construction design review.

- Smokey Hollow Barbershop, \$43,000 – The requested funds will be used to complete the site work needed to receive the barbershop, landscaping and cover the cost associated with bringing on a contractor to complete the building restoration. Due to program changes at Lively Technical Center, they were no longer able to complete the barbershop as a part of their curriculum.
- Orange Avenue Corridor Study – A new project called “Orange Avenue Corridor Study” is proposed to be added to the Capital Budget with an allocation of \$350,000 over two years; this budget proposes to allocate \$175,000 in FY 2017 and \$175,000 in FY 2018. The Corridor Study will be a precursor to the FDOT Orange Avenue Project Development and Environment (PD&E) Study, which is identified in the Draft FDOT Fiscal Year 2017 Work Plan for state funding in 2019. In June 2016, the CRTPA modified the Unified Planning Work Program to allocate \$350,000 to the Corridor Study. The proposed Blueprint allocation of \$350,000 will bring a total of \$700,000 to the total Corridor Study project budget. Should this be approved, Blueprint staff will move forward with the CRTPA and the FDOT to identify the roles and responsibilities of the funding partners. Once 2020 sales tax revenues are collected, this money will be paid back to Blueprint 2000.
- Northeast Gateway – The proposed \$750,000 will be used to advance fund the PD&E and design of Welaunee Boulevard Phase 1. The PD&E will include Segments 2 and 3 in the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. The design will include the roadway from the eastern edge of the Canopy Development area to the proposed Shamrock Way extension ending at Centerville Road. Advance funds will be paid back to the Blueprint 2000 program using Blueprint 2020 sales tax revenues. Additional detail is presented in Agenda Item #11 Northeast Gateway - Welaunee Boulevard Funding Strategy.
- 2020 Sales Tax Extension - A new project called “2020 Sales Tax Extension” is proposed to be added to the Capital Budget with annual allocations of \$300,000 in FY 2017, 18 and 19. As directed by the IA in the April 1, 2015 meeting, the project will be used to fund professional fees to design and permit the Bike Route System, Sidewalks, Greenways Master Plan and StarMetro Enhancements 2020 projects. This strategy will position Blueprint to have “shovel ready” projects once the 2020 program commences. Once 2020 sales tax revenues are collected, this money will be paid back to Blueprint 2000. Should additional funds be needed to pay for the 2020 projects, these transfers will be tracked so the appropriate payback can be identified.

Proposed 2017-2020 Capital Improvements Plan (CIP)

Typically the CIP covers a five year period. Due to the Blueprint 2000 funding ending on December 31, 2019 this item presents only a three year, three month CIP (Fiscal Year 2020 begins on October 1, 2019). Although sales tax revenues will continue to be received from January 1, 2020 to December 31, 2039, this strategy will ensure application of Blueprint 2000 funding sources

to Blueprint 2000 projects. As the priorities for the 2020 projects become clearer due to the results of the pending leveraging opportunities, the upcoming budget years will begin to provide the full five year CIP.

The proposed 2017-2020 CIP (**Attachment #5**) reflects the projected expenditures for the remaining three years, three months in the Blueprint 2000 program. The Agency is projecting \$27,569,000 of investment into the local economy in FY 2017 and \$68,624,000 into the local economy from October 1, 2016 to December 31, 2019.

OPTIONS:

- Option 1:** Adopt the FY 2017-2020 Blueprint Capital Improvement Plan as presented to implement the FY 2017-2020 Net Sales Tax Allocation Plan and approve the FY 2017 Capital Budget Resolution.
- Option 2:** Approve the repayment of \$1,191,040 to the Operating Reserves Account to return the balance of this account to \$2,000,000.
- Option 3:** Revise and adopt the FY 2017-2020 Blueprint Capital Improvement Plan to implement the FY 2017-2020 Net Sales Tax Allocation Plan and revise and approve the FY 2017 Capital Budget Resolution.
- Option 4:** Do not approve the repayment of \$1,191,040 to the Operating Reserves Account to return the balance of this account to \$2,000,000.
- Option 5:** Board Guidance

Action by the TCC and CAC: The TCC and CAC recommended approval of Options 1 & 2, consistent with Agency staff's recommendation.

RECOMMENDED ACTION:

- Option 1:** Adopt the FY 2017-2020 Blueprint Capital Improvement Plan as presented to implement the FY 2017-2020 Net Sales Tax Allocation Plan and approve the FY 2017 Capital Budget Resolution.
- Option 2:** Approve the repayment of \$1,191,040 to the Operating Reserves Account to return the balance of this account to \$2,000,000.

ATTACHMENTS:

- Attachment #1: FY 2017 Capital Budget Resolution
Attachment #2: Accounting Summary
Attachment #3: Existing and Estimated Net Sales Tax Revenues (As of April 30, 2016)
Attachment #4: 2017-2020 Net Sales Tax Allocation Plan
Attachment #5: 2017-2020 CIP

**Blueprint Intergovernmental Agency FY 2017 Capital Budget
RESOLUTION NO. 2016-XX**

WHEREAS, the Blueprint Intergovernmental Agency’s Budget Policy 102, Section 06, subsection B(2), requires the Intergovernmental Agency Board of Directors (“Board”) to adopt an annual capital budget and appropriate funding for the upcoming year; and

WHEREAS, the Blueprint Intergovernmental Agency Board has acknowledged the receipt of bond proceeds and sales tax revenue to fund expenses for the Fiscal Year beginning October 1, 2016, and ending September 30, 2017,

NOW, THEREFORE, BE IT RESOLVED, that the Blueprint Intergovernmental Agency Board, hereby approves and adopts the budget for Fiscal Year 2017 as reflected below, and that all incomplete project balances, requisitions, and encumbrances from prior years will automatically be re-appropriated.

**Blueprint Intergovernmental Agency
FY 2017 Capital Budget Summary**

Net Sales Tax Allocation	\$9,434,298
Deallocations from Closed Projects	
Sensitive Lands Project Management	\$21,999
CCSE Woodville to Crawfordville (E-3)	\$1,233
CCSE Connie to Tram (E-1)	\$88,785
Total Deallocation	\$112,017
Total for Allocation to Capital Projects	
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Capital Project Allocations	
Water Quality (City)	\$2,021,346
Lake Lafayette Floodplain	\$46,948
CCNW/SW US90 to Orange Ave (N-2)	\$500,000
Capital Cascade Trail Seg. 1 (Franklin Boulevard)	\$100,000
CCSW Stormwater Master Plan and Construction	\$2,150,000
Capital Cascades Segments (3 and 4)	\$3,102,021
Orange Avenue Corridor Study	\$175,000
Northeast Gateway Project (Welaunee Boulevard)	\$750,000
Cascades Park	\$401,000
2020 Sales Tax Extension	\$300,000
Total \$9,5	46,315

Adopted this ____ day of September, 2016.

Tallahassee/Leon County, Florida

Attest:

By: _____
Commissioner Gil Ziffer
Chair, Board of Directors
Blueprint Intergovernmental Agency

By: _____
James O. Cooke, Treasurer-Clerk
City of Tallahassee

Approved as to Form:

By: _____
Maribel Nicholson-Choice

Project	Description	SIB Loans	Grants > \$1M	Grants < \$1M	Miscellaneous donations/JPAs	Advance Repayments	Bonds	Sales Tax, Interest, and Other sources	Allocated to Date	Pre Encumbrances	Encumbrances	Expenses to date	Available Balance	
Water Quality/Sensitive Lands & Misc.														
0100234	Water Quality Project City						10,135,592.44	8,137,560.56	18,273,153.00	-		11,929,751.96	6,343,401.04	
0100235	Water Quality project/County			-		1,000,000.00	11,770,767.00	10,019,812.00	22,790,579.00	-		15,129,985.04	7,660,593.96	
03754	NWFWMD Partnership			116,287.35			478,641.50	680,071.15	1,275,000.00	-		697,419.76	577,580.24	
0100228	Headwaters of St. Marks			1,581,435.00			1,395,000.71	1,510,954.00	4,487,389.71	-		4,487,389.71	-	
0100229	Lake Jackson Basin						174.66	272,254.34	272,429.00	-		174.66	272,254.34	
0101437	Fred George Basin						1,682,226.00	1,087,774.00	2,770,000.00	-		2,770,000.00	-	
0100309	Lake Lafayette Floodplain						0.00	2,500,000.00	2,500,000.00	-		1,496,948.00	1,003,052.00	
03758	Blueprint 2000 Land Bank						722,880.79	1,177,153.21	1,900,034.00	-		1,320,262.53	579,771.47	
04771	Sensitive Lands - Project Mgmt						373,041.05	43,656.85	416,697.90	-		394,698.75	21,999.15	
Capital Projects														
03721	CCNW I10 to US90 (N-1)	22,605,003.47		1,337,280.20			45,287,879.20	-	69,230,162.87	-		69,230,162.87	-	
03760	CCNW/SW US90 to Orange Ave (N-2)		68,788,440.00	814,279.40	100,000.00		12,276,120.59	39,533,671.41	121,512,511.40	-	13,768,354.13	106,825,969.52	918,187.75	
03755	CCSE Connie Dr to Tram Rd (E-1)	26,692,338.10					3,624,328.79	8,400,893.59	38,717,560.48	-		38,628,775.04	88,785.44	
0100225, 1300401, 130402, 1300403	CCSE Tram Rd to Woodville HWY + Subprojects (E-2)	4,784,738.71	15,575,796.55	1,075,235.31	-	-	9,594,846.49	6,959,220.94	37,989,838.00	-	-	37,033,771.55	956,066.45	
0100226	CCSE Woodville Hwy to Crawford Rd (E-3)		8,620,742.43	330,857.00			1,152,849.42	1,484,699.62	11,589,148.47	-		11,587,915.96	1,232.51	
0100227	CCSW Crawfordville Rd to Orange Ave		-				2,070,191.17	2,433,489.83	4,503,681.00	24,000.00	463,867.35	3,862,881.35	152,932.30	
1600360	CCSW Stormwater Plan & Constr							650,000.00	650,000.00				650,000.00	
03747, 1300391, 1400348	CCT Seg 1 (Franklin Blvd.) + Subprojects	-	4,200,000.00	966,082.00	-	-	4,529,484.07	9,365,025.04	19,060,591.11	-	35,834.75	18,920,147.65	104,608.71	
0100306, 1300468, 1300467, 1400340, 1400341, 1400343, 1400346, 1400349, 1400350, 1400362, 1400476, 1400578, 1400579	CCT Seg 2 (Cascades Park) + Subprojects	-	4,126,604.00	1,021,919.00	1,059,005.62	-	16,712,200.56	27,193,399.61	50,113,128.79	-	386,361.45	48,656,445.37	1,070,321.97	
0100978	Capital Cascade Segment 3 & 4		1,655,374.91	774,285.52		3,000,000.00	3,231,330.51	42,217,577.28	50,878,568.22	-	2,308,031.49	35,537,000.21	13,033,536.52	
1200266	FAMU ROW Services to City					1,472,500.00	0.00	1,153,018.00	2,625,518.00	-	34,209.99	2,544,068.66	47,239.35	
1000612, 1400455, 1600378	Capital Cascades Crossing + Subprojects	-	-	1,402,000.00	150,000.00	2,777,229.00	17,790.17	4,090,172.53	8,437,191.70	-	2,411,019.74	5,461,931.20	564,240.76	
0800402	Capital Cascades Segment 4						0.00	78,400.00	78,400.00	-	45,704.70	179.57	32,515.73	
03757	LPA Group Engineering Services (Cascades Trail 1-4)						3,378,319.63	6,009,723.13	9,388,042.76	30,000.00	94,479.02	8,278,224.54	985,339.20	
1500478	Magnolia Dr. Multi-use Trail							7,093,150.00	7,093,150.00		6,934.49	4,990.49	7,081,225.02	
Closed Projects														
02842	BP2K Booth Property Purchase						(1.50)	584,755.25	584,753.75	-		584,753.75	-	
3745	Blueprint 2000 Lidar						0.00	349,817.00	349,817.00	-		349,817.00	-	
3746	BP2000-Building Renovations						0.00	48,180.36	48,180.36	-		48,180.36	-	
101438	Mahan Drive						4,825,730.88	-	4,825,730.88	-		4,825,730.88	-	
1100644	Capital Cascades Maintenance Building			-			0.00	297,013.50	297,013.50	-		297,013.50	-	
1300328	Lafayette Heritage Bridge							500,000.00	500,000.00	-		500,000.00	-	
Grand Total		54,082,080.28	102,966,957.89	9,419,660.78		2,781,505.62	6,777,229.00	133,259,394.13	183,871,443.20	493,158,270.90	54,000.00	19,554,797.11	431,404,589.88	42,144,883.91

Existing and Estimated Net Sales Tax Revenues
As of April 30, 2016

Year	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total Thru April 2016	Remaining budget for 2016	2017	2018	2019	2020	Total 9/1/2015-12/31/2019	Total
Actual/Estimated Sales Tax Revenues				24,204,841.08	31,620,198.20	30,988,776.90	29,592,970.88	27,826,546.20	27,125,783.80	27,553,785.61	28,233,375.47	29,574,498.32	30,736,030.64	31,813,849.19	13,457,558.19	332,728,214.48	18,982,527.81	32,440,086.00	32,440,086.00	32,440,086.00	8,110,021.50	124,412,807.31	457,141,021.79
Miscellaneous Revenues				855.00	58,801.55	300,791.58	(22,444.65)					46,357.07	63,690.96	28,800.00	16,800.00	493,651.51							493,651.51
Transfer from Other funds						278,985.95										278,985.95							278,985.95
306 Interest thru 04/30/16	12,898.42	94,961.31	75,899.77	126,255.57	726,613.45	1,600,979.61	1,836,736.75	1,015,334.01	1,822,752.09	724,828.88	126,869.15	192,960.91	165,443.75	180,127.39	39,581.59	8,742,242.65							8,742,242.65
Bond/Loan Proceeds	3,500,000.00	5,527,642.79														9,027,642.79							9,027,642.79
Operating Reserve		(2,000,000.00)													1,191,040.00	(808,960.00)		(1,191,040.00)		2,000,000.00		808,960.00	
Debt Service reserve																						7,869,531.10	7,869,531.10
Operating Expenses	(118,434.91)	(574,807.50)	(807,195.51)	(838,116.68)	(812,116.29)	(956,574.88)	(997,458.65)	(1,048,013.39)	(1,047,792.95)	(974,244.59)	(927,114.39)	(1,121,906.20)	(1,304,671.02)	(1,362,208.56)	(888,700.41)	(13,779,355.93)	(1,045,671.59)	(3,180,338.00)	(3,200,000.00)	(3,200,000.00)	(800,000.00)	(11,426,009.59)	(25,205,365.52)
Total Debt Service	(118,434.91)	(574,807.50)	(807,195.51)	(838,116.68)	(812,116.29)	(956,574.88)	(997,458.65)	(1,048,013.39)	(1,047,792.95)	(974,244.59)	(927,114.39)	(1,121,906.20)	(1,304,671.02)	(1,362,208.56)	(888,700.41)	(13,779,355.93)	(1,045,671.59)	(3,180,338.00)	(3,200,000.00)	(3,200,000.00)	(800,000.00)	(11,426,009.59)	(25,205,365.52)
Net revenues available from operating fund	3,394,463.51	(521,595.40)	(731,295.74)	18,496,880.97	23,352,705.65	17,822,283.10	12,245,624.77	11,400,827.85	8,332,801.68	7,737,078.64	8,062,967.33	9,411,672.47	10,383,009.37	11,381,332.98	789,529.70	141,558,286.88	11,813,418.89	9,434,298.00	10,605,863.50	20,474,032.10	5,126,044.58	57,453,657.07	199,011,943.95
Projects funds																							-
Loan Proceeds																							-
FDOT Advance Repayment								1,761,773.00	7,509,000.00	3,000,000.00	3,000,000.00	5,000,000.00	3,000,000.00	777,229.00		24,048,002.00							24,048,002.00
Appropriation of Advance Repayments												(3,000,000.00)	(3,000,000.00)	(777,229.00)		(6,777,229.00)							(6,777,229.00)
Admin. Fees													164,462.62	-		164,462.62							164,462.62
miscellaneous revenues														6.65		6.65							6.65
Nonbudgeted expenses						(799,213.90)				(12,008.22)		(2,115.26)				(813,337.38)							(813,337.38)
305/308 Interest thru 4/30/16	17,034.65	262,569.56	342,086.98	375,575.63	24,279.35	184,815.76	6,104,164.44	2,124,703.03	379,908.77	1,571,323.62	1,643,809.43	1,043,837.25	741,768.12	823,596.73	469,530.56	16,109,003.88							16,109,003.88
309 interest thru 04/30/16												24,460.56	83,956.27	117,069.53	63,088.67	288,575.03							
Net revenues available from projects funds	17,034.65	262,569.56	342,086.98	375,575.63	24,279.35	(614,398.14)	6,104,164.44	3,886,476.03	7,888,908.77	4,559,315.40	4,643,809.43	3,066,182.55	990,187.01	940,672.91	532,619.23	33,019,483.80							32,730,908.77
Net Available for all projects	3,411,498.16	(259,025.84)	(389,208.76)	18,872,456.60	23,376,985.00	17,207,884.96	18,349,789.21	15,287,303.88	16,221,710.45	12,296,394.04	12,706,776.76	12,477,855.02	11,373,196.38	12,322,005.89	1,322,148.93	174,577,770.68	11,813,418.89	9,434,298.00	10,605,863.50	20,474,032.10	5,126,044.58	57,453,657.07	231,742,852.72
Needed for already appropriated projects																183,871,443.20							183,871,443.20
Net Available from sales tax revenues																(9,293,672.52)	11,813,418.89	9,434,298.00	10,605,863.50	20,474,032.10	5,126,044.58	57,453,657.07	47,871,409.52
Net Available from sales tax revenues including estimated income/loss for remaining year of 2016																2,519,746.37							

Proposed 2017-2020 Net Sales Tax Allocation Plan

Project	Description	Allocated to Date	Pre Encumbrances	Encumbrances	Expenses to date	Available Balance	Estimated Total Project Budget	Additional Funding Needs	2017 Proposed Sales Tax Allocations	2018 Projected Sales Tax Allocations	2019 Projected Sales Tax Allocations	2020 Projected Sales Tax Allocations	Total Allocated to Date and FY17-FY20 Allocations	
Water Quality/Sensitive Lands & Misc.														
0100234	Water Quality Project City	18,273,153.00	-		11,929,751.96	6,343,401.04	25,000,000.00	6,726,847.00	2,021,346.00	2,112,306.00	2,207,360.00	385,835.00	25,000,000.00	
0100235	Water Quality project/County	22,790,579.00	-		15,129,985.04	7,660,593.96	22,790,579.00	-					22,790,579.00	
03754	NWFWMD Partnership	1,275,000.00	-		697,419.76	577,580.24	1,500,000.00	-					1,275,000.00	
0100228	Headwaters of St. Marks	4,487,389.71	-		4,487,389.71	-	8,920,220.71	4,432,831.00		832,697.00	2,617,303.00	982,831.00	8,920,220.71	
0100229	Lake Jackson Basin	272,429.00	-		174.66	272,254.34	272,429.00	-					272,429.00	
0101437	Fred George Basin	2,770,000.00	-		2,770,000.00	-	2,770,000.00	-					2,770,000.00	
0100309	Lake Lafayette Floodplain	2,500,000.00	-		1,496,948.00	1,003,052.00	2,800,000.00	300,000.00	46,948.00	253,052.00			2,800,000.00	
03758	Blueprint 2000 Land Bank	1,900,034.00	-		1,320,262.53	579,771.47	1,900,034.00	-					1,900,034.00	
04771	Sensitive Lands - Project Mgmt	416,697.90	-		394,698.75	21,999.15	408,447.90	(21,999.15)	(21,999.15)				394,698.75	
Capital Projects														
03721	CCNW I10 to US90 (N-1)	69,230,162.87	-		69,230,162.87	-	69,230,162.87						69,230,162.87	
03760	CCNW/SW US90 to Orange Ave (N-2)	121,512,511.40	-	13,768,354.13	106,825,969.52	918,187.75	121,512,511.40	500,000.00	500,000.00				122,012,511.40	
03755	CCSE Connie Dr to Tram Rd (E-1)	38,717,560.48	-		38,628,775.04	88,785.44	38,717,560.48		(88,785.44)				38,717,560.48	
0100225, 1300401, 130402, 1300403	CCSE Tram Rd to Woodville HWY + Subprojects (E-2)	37,989,838.00	-	-	37,033,771.55	956,066.45	37,989,838.00	-	-				37,989,838.00	
0100226	CCSE Woodville Hwy to Crawford Rd (E-3)	11,589,148.47	-		11,587,915.96	1,232.51	11,589,148.47		(1,232.51)				11,589,148.47	
0100227	CCSW Crawfordville Rd to Orange Ave	4,503,681.00	24,000.00	463,867.35	3,862,881.35	152,932.30	4,503,681.00						4,503,681.00	
1600360	CCSW Stormwater Plan & Constru	650,000.00			650,000.00	650,000.00	2,800,000.00	2,150,000.00	2,150,000.00				2,800,000.00	
03747, 1300391, 1400348	CCT Seg 1 (Franklin Blvd.) + Subprojects	19,060,591.11	-	35,834.75	18,920,147.65	104,608.71	19,060,591.11	-	100,000.00				19,060,591.11	
0100306, 1300468, 1300467, 1400340, 1400341, 1400343, 1400346, 1400349, 1400350, 1400362, 1400476, 1400578, 1400579	CCT Seg 2 (Cascades Park) + Subprojects	50,113,128.79	-	386,361.45	48,656,445.37	1,070,321.97	50,113,128.79	-	401,000.00				50,113,128.79	
0100978	Capital Cascade Segment 3 & 4	50,878,568.22	-	2,308,031.49	35,537,000.21	13,033,536.52	60,154,145.52	9,275,577.30	3,102,021.10	3,791,808.50	2,381,747.70		60,154,145.52	
1200266	FAMU ROW Services to City	2,625,518.00	-	34,209.99	2,544,068.66	47,239.35	2,625,518.00						2,625,518.00	
1000612, 1400455, 1600378	Capital Cascades Crossing + Subprojects	8,437,191.70	-	2,411,019.74	5,461,931.20	564,240.76	8,437,191.70	-	-				8,437,191.70	
0800402	Capital Cascades Segment 4	78,400.00	-	45,704.70	179.57	32,515.73	TBD (note 4)	TBD (note 4)			11,242,621.40	3,757,378.58	15,000,000.00	
03757	LPA Group Engineering Services (Cascades Trail 1-4)	9,388,042.76	30,000.00	94,479.02	8,278,224.54	985,339.20	9,388,042.76						9,388,042.76	
1500478	Magnolia Dr. Multi-use Trail	7,093,150.00		6,934.49	4,990.49	7,081,225.02	7,093,150.00			916,000.00			7,093,150.00	
xxxxx	Orange Avenue Corridor Study							350,000	175,000.00	175,000.00			350,000.00	
xxxxx	Northeast Gateway (Welaunee Blvd)							4,700,000	750,000.00	2,225,000.00	1,725,000		4,700,000.00	
xxxxx	2020 Sales Tax Extension	-					900,000.00	900,000.00	300,000.00	300,000.00	300,000.00		900,000.00	
Closed Projects														
02842	BP2K Booth Property Purchase	584,753.75	-		584,753.75	-	584,753.75						584,753.75	
3745	Blueprint 2000 Lidar	349,817.00	-		349,817.00	-	349,817.00						349,817.00	
3746	BP2000-Building Renovations	48,180.36	-		48,180.36	-	48,180.36						48,180.36	
101438	Mahan Drive	4,825,730.88	-		4,825,730.88	-	4,825,730.88						4,825,730.88	
1100644	Capital Cascades Maintenance Building	297,013.50	-		297,013.50	-	297,013.50						297,013.50	
1300328	Lafayette Heritage Bridge	500,000.00	-		500,000.00	-	500,000.00						500,000.00	
Grand Total		493,158,270.90	54,000.00	19,554,797.11	431,404,589.88	42,144,883.91	401,481,126.60	29,313,256.15	9,546,315.10	10,605,863.50	20,474,032.10	5,126,044.58	537,393,127.05	
1. Sales tax revenues are based on 95% of forecasted amount for year 2017.														
2. The 2020 Sales Tax Extension Project allocations will be paid back to Blueprint 2000 at a date to be determined once 2020 sales tax revenues are received.														
3. Assumes no increase in sales tax revenues over time.														
4. To Be Determined (TBD): it is expected that a portion of the 2020 paybacks to the Blueprint 2000 program will be allocated to Segment 4 to complete this project. At this time, the concept has not yet been completed and the design and construction costs are unknown.														
									2016	2017	2018	2019	2020	2016-2020 Est. Funding
									Estimated Net Sales Tax	9,434,298.00	10,605,863.50	20,474,032.10	5,126,044.58	45,640,238.18
									Funds available from Project Close-outs	112,017.10				
									Estimated Unallocated 2014 Funds (as of 04/30/14)	2,519,746.37				2,519,746.37
									Other Funds					
									Total	2,519,746.37	9,546,315.10	10,605,863.50	20,474,032.10	5,126,044.58
														48,272,001.65

Proposed 2017-2020 Capital Improvements Plan

Project	Description	Allocated to Date	Pre Encumbrances	Encumbrances	Expenses to date	Available Balance	2017	2018	2019	2020	FY17-FY20 CIP
Water Quality/Sensitive Lands & Misc.											
0100234	Water Quality Project City	18,273,153.00	-		11,929,751.96	6,343,401.04	2,021,346.00	2,112,306.00	2,207,360.00	385,835.00	6,726,847.00
0100235	Water Quality project/County	22,790,579.00	-		15,129,985.04	7,660,593.96					-
03754	NWFWMD Partnership	1,275,000.00	-		697,419.76	577,580.24					-
0100228	Headwaters of St. Marks	4,487,389.71	-		4,487,389.71	-		832,697.00	2,617,303.00	982,831.00	-
0100229	Lake Jackson Basin	272,429.00	-		174.66	272,254.34					-
0101437	Fred George Basin	2,770,000.00	-		2,770,000.00	-					-
0100309	Lake Lafayette Floodplain	2,500,000.00	-		1,496,948.00	1,003,052.00	750,000.00	300,000.00			1,050,000.00
03758	Blueprint 2000 Land Bank	1,900,034.00	-		1,320,262.53	579,771.47					
04771	Sensitive Lands - Project Mgmt	416,697.90	-		394,698.75	21,999.15					
Capital Projects											
03721	CCNW I10 to US90 (N-1)	69,230,162.87	-		69,230,162.87	-					
03760	CCNW/SW US90 to Orange Ave (N-2)	121,512,511.40	-	13,768,354.13	106,825,969.52	918,187.75	7,000,000.00				7,000,000.00
03755	CCSE Connie Dr to Tram Rd (E-1)	38,717,560.48	-		38,628,775.04	88,785.44					-
0100225, 1300401, 1300402, 1300403	CCSE Tram Rd to Woodville HWY + Subprojects (E-2)	37,989,838.00	-	-	37,033,771.55	956,066.45	-				-
0100226	CCSE Woodville Hwy to Crawford Rd (E-3)	11,589,148.47	-		11,587,915.96	1,232.51					-
0100227	CCSW Crawfordville Rd to Orange Ave	4,503,681.00	24,000.00	463,867.35	3,862,881.35	152,932.30	463,867.35				463,867.35
1600360	CCSW Stormwater Plan & Constru	650,000.00				650,000.00	2,150,000.00				2,150,000.00
03747, 1300391, 1400348	CCT Seg 1 (Franklin Blvd.) + Subprojects	19,060,591.11	-	35,834.75	18,920,147.65	104,608.71	-				-
0100306, 1300468, 1300467, 1400340, 1400341, 1400343, 1400346, 1400349, 1400350, 1400362, 1400476, 1400578, 1400579	CCT Seg 2 (Cascades Park) + Subprojects	50,113,128.79	-	386,361.45	48,656,445.37	1,070,321.97	1,456,683.42				1,456,683.42
0100978	Capital Cascade Segment 3 & 4	50,878,568.22	-	2,308,031.49	35,537,000.21	13,033,536.52	8,500,000.00	3,800,000.00	7,000,000.00	3,000,000.00	22,300,000.00
1200266	FAMU ROW Services to City	2,625,518.00	-	34,209.99	2,544,068.66	47,239.35					-
1000612, 1400455, 1600378	Capital Cascades Crossing + Subprojects	8,437,191.70	-	2,411,019.74	5,461,931.20	564,240.76	-				-
0800402	Capital Cascades Segment 4	78,400.00	-	45,704.70	179.57	32,515.73			7,500,000.00	7,500,000.00	15,000,000*
03757	LPA Group Engineering Services (Cascades Trail 1-4)	9,388,042.76	30,000.00	94,479.02	8,278,224.54	985,339.20					-
1500478	Magnolia Dr. Multi-use Trail	7,093,150.00		6,934.49	4,990.49	7,081,225.02	5,458,300.00	1,262,500.00	1,262,500.00		7,983,300.00
xxxxx	Orange Avenue Corridor Study						175,000.00	175,000.00			350,000.00
xxxxx	Northeast Gateway (Welaunee Blvd.)						750,000.00	2,225,000.00	1,725,000.00		4,700,000.00
xxxxx	2020 Sales Tax Extension	-					300,000.00	300,000.00	300,000.00		900,000.00
Closed Projects											
02842	BP2K Booth Property Purchase	584,753.75	-		584,753.75	-					
3745	Blueprint 2000 Lidar	349,817.00	-		349,817.00	-					
3746	BP2000-Building Renovations	48,180.36	-		48,180.36	-					
101438	Mahan Drive	4,825,730.88	-		4,825,730.88	-					
1100644	Capital Cascades Maintenance Building	297,013.50	-		297,013.50	-					
1300328	Lafayette Heritage Bridge	500,000.00	-		500,000.00	-					
Grand Total		493,158,270.90	54,000.00	19,554,797.11	431,404,589.88	42,144,883.91	27,568,513.35	11,007,503.00	22,612,163.00	11,868,666.00	68,624,014.35
1. Sales tax revenues are based on 95% of forecasted amount for year 2017.											
2. The 2020 Sales Tax Extension Project allocations will be paid back to Blueprint 2000 at a date to be determined once 2020 sales tax revenues are received.											
3. Assumes no increase in sales tax revenues over time.											
4. It is expected that some of the \$15,000,000 allocated for Segment 4 will be expended beyond 2020. At this time, the concept has not yet been completed and the design and construction costs are unknown.											