



BOARD OF DIRECTORS MEETING

December 8, 2022
3:00 pm
City Commission Chambers

Chair: Curtis Richardson

Agenda

I.	AGENDA MODIFICATIONS	PAGE
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II.	CITIZENS TO BE HEARD	
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In Person: Citizens desiring to speak must fill out a Speaker Request Form. The Chair reserves the right to limit the number of speakers or time allotted to each. Speakers are limited to 3 minutes.

Written Comments: Please provide written public comment by emailing Comments@BlueprintIA.org until 5 p.m. on December 7, 2022. This will allow ample time for comments to be provided to the IA Board in advance of the meeting. Comments submitted after this time will be accepted and included in the official record of the meeting.

Live Comments via WebEx: If you wish to provide comments live during the IA Board meeting via WebEx, please register to join at www.blueprintia.org by 5 p.m. on December 7, 2022, and WebEx meeting access information will be provided to you via email. Speakers are limited to 3 minutes.

III.	INFORMATIONAL ITEMS/PRESENTATIONS	
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- [Receipt and File:](#)
 - Blueprint Infrastructure Community Engagement Update
 - Draft Citizens Advisory Committee November 16, 2022 Minutes
 - Blueprint Infrastructure Q4 2022 Project Status Report

IV. CONSENT

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| 2. | Authorization to Procure a New Hope Community Historical Survey | 13 |

V. GENERAL BUSINESS/PRESENTATIONS

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| 3. | Authorization to Advertise and Award Construction Services for Phase 1 of the Northeast Gateway Project and Approval of a Budget Amendment to Advance State Infrastructure Bank Loan Funding | 51 |
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VI. DIRECTOR DISCUSSION ITEMS

VII. ADJOURN

NEXT BOARD OF DIRECTORS MEETING: February 9, 2023

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

Blueprint Intergovernmental Agency Board of Directors Agenda Item #1

December 8, 2022

Title: Approval of the September 29, 2022 Blueprint Intergovernmental Agency Board Meeting Minutes

Category: Consent

Intergovernmental Management Committee: Vincent S. Long, Leon County Administrator
Reese Goad, City of Tallahassee Manager

Lead Staff / Project Team: Benjamin H. Pingree, Director, Department of PLACE
Autumn Calder, Director, Blueprint
Keith Bowers, Director, Office of Economic Vitality

STATEMENT OF ISSUE:

This agenda item presents the summary minutes for the September 29, 2022 Blueprint Intergovernmental Agency Board of Directors (IA Board) meeting and requests the IA Board's review and approval of the minutes as presented.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDED ACTION:

Option 1: Approve the September 29, 2022 Blueprint Intergovernmental Agency Board of Directors Meeting Minutes.

OPTIONS:

Option 1: Approve the September 29, 2022 Blueprint Intergovernmental Agency Board of Directors Meeting Minutes.

Option 2: IA Board Direction.

Attachment:

1. Draft Summary Minutes of the Blueprint Intergovernmental Agency Board of Directors Meeting on September 29, 2022.

Blueprint Intergovernmental Agency Board of Directors Meeting Minutes

Date: December 8, 2022
To: Board of Directors
From: Benjamin H. Pingree, PLACE Director
Subject: Summary Minutes to Board of Directors Meeting of September 29, 2022

MEMBERS PRESENT

COUNTY	CITY
Commissioner Nick Maddox	Mayor John Dailey
Commissioner Kristin Dozier	Commissioner Curtis Richardson, Chair
Commissioner Carolyn Cummings	Commissioner Jeremy Matlow
Commissioner Brian Welch	Commissioner Jacqueline Porter
Commissioner Rick Minor	Commissioner Dianne Williams-Cox
Commissioner Bill Proctor	

I. AGENDA MODIFICATIONS

There were no agenda modifications. Ben Pingree, Director of PLACE, requested that the Board members present may make a motion and vote to allow Commissioner Proctor to participate electronically.

Commissioner Maddox moved to allow Commissioner Proctor to participate virtually. Motion was seconded by Commissioner Minor. Motion passed.

Passed 10-0 (weighted: 60-0)

PLACE Director, Ben Pingree, opened the meeting by introducing Mr. Keith Bowers as the new Office of Economic Vitality Director. Director Pingree commended Mr. Bowers for his work thus far. Mr. Bowers greeted the Board with a short introduction.

II. CITIZENS TO BE HEARD ON NON-AGENDA ITEMS

Public comments were received by email to Comments@BlueprintIA.org through 5:00 p.m. on September 28, 2022. All emails received were provided to the IA Board. Live comments were also taken in person and via WebEx during the meeting. The following comments were presented:

Lonnie Mann requested that the IA Board complete an archival study survey for the New Hope Community similar to the one that was done on FAMU way by FAMU faculty.

Max Epstein spoke on the Capital Cascades Segment 4 project and asked that the current study area for the project be extended to include the west side of Lake Munson that is owned by the National Forest Service. He asked that the IA Board direct staff to bring back information on expanding the study for the December meeting.

Commissioner Maddox requested Director Calder to explain the steps necessary to expand the study; whether it would be feasible to have a water treatment facility to cover the west side; and the process for changing the Capital Cascades Segment 4 project to include a water facility for the west side of Lake Munson. Blueprint Attorney Susan Dawson explained that to change a Project, the change would need to be presented before the TCC and CAC followed by a super majority vote of the IA Board. Commissioner Maddox asked for additional clarity on what would be necessary to have staff bring back an agenda item that would provide some history on the area and the feasibility of amending the project to include the water treatment facility for Lake Munson.

Director Calder explained that staff has been working with County staff and Mr. Epstein on Capital Cascades Segment 4. Director Calder stated that the area Mr. Epstein is proposing is significantly larger than the area addressed by the Capital Cascades Segment 4 project and would need to be a completely separate project. She explained that the Capital Cascades Segment 4 project only addresses about 10 percent of the larger basin area that Mr. Epstein is proposing.

Commissioner Maddox stated that he would like to see a comparison or an explanation about the two projects that explains the scope and size difference of the Capital Cascades Segment 4 project and the proposal Mr. Epstein is requesting for Lake Munson. Director Calder explained that the CCT4 project was a small portion of the larger, 60 square mile Lake Munson basin. Commissioner Maddox proposed that staff extend the CCT4 project study to do an analysis of the feasibility of extending the current CCT4 project to include Lake Munson in order for the Board to compare what the extension would do versus what the current project would do for the water quality.

Director Calder explained that because Lake Munson wasn't included in the original scope for CCT4 and therefore there isn't a project fund to pay for the expanded analysis. Commissioner Cummings asked whether it would be possible to split the two items on to separate tracks so that the work for Lake Munson would not delay or alter the work for CCT4. Director Calder stated that it would be possible to look the projects independently. Commissioner Williams-Cox suggested that Lake Munson be addressed by the County Commission as a county project separate from Blueprint. Commissioner Maddox amended his proposal and moved that staff return to the December meeting with a cost analysis of what it would cost to expand the scope of the CCT4 project and include an analysis of water treatment options for Lake Munson.

Commissioner Minor expressed concern about combining Lake Munson with the current CCT4 project scope. He stated that a lot of work had already been done for CCT4 and that a lot of community input had already been gathered and that by adding Lake Munson that would completely change the scope of the process and potentially negate the work that was previously done.

Commissioner Dozier spoke about the watershed for Lake Munson and its basin, stating the CCT4 only addresses about 10 percent of the watershed for the lake and that the Board may want to consider a broader approach for the lake. Commissioner Dozier continued that this may be a good opportunity to examine the options for Lake Munson while the CCT4 study was being conducted; and concluded that the members

of the Board may want to consider working in their capacities as County and City commissioners to address Lake Munson separately from Blueprint.

Commissioner discussion was paused to hear from additional public speakers. Mr. Stanley Sims spoke to the diversity of the Blueprint and OEV staff and commended the City Manager and County Administrator for the leadership team of Blueprint. Mr. Sims spoke about the demeanor and temperament of Mr. Keith Bowers.

Next, Ms. Gloria Jefferson Anderson spoke about the New Hope Community Cemetery and requested funds to continue research on the history of the cemetery.

Following the public speakers, Commissioner Proctor spoke about the interconnected lake and water systems connecting from Cascades Park through Coal Chute Pond, Lake Anita, Lake Elberta, and Lake Henrietta and how the current water treatment plan was designed to address flooding near Leon High School and to treat water runoff for the area near the Florida State Football Stadium. Commissioner Proctor indicated he would support an expanded study that includes Lake Munson in order to get a picture of how all the water bodies work together and how they impact the water quality of Lake Munson.

Commissioner Maddox clarified that the intent of his motion was not to stop the progress on CCT4 but to get a cost analysis of what it would cost to address the water quality issues in Lake Munson to begin a discussion on whether it was feasible for the IA Board to expand the current Blueprint CCT4 Project or whether to pass the findings on to the City and County to explore options to address Lake Munson.

Commissioner Williams-Cox suggested that the commissioners consider having a separate, joint meeting between the City Commissioners and the Board of County Commissioners apart from Blueprint to explore options for Lake Munson in order to move any possible action for Lake Munson prior to the December IA Board meeting. Commissioner Dozier spoke in support of Commissioner Williams-Cox's suggestion stating that the City and the County should take a wholistic approach to Tallahassee's water treatment and quality as climate change continues in the future.

Commissioner Richardson stated that he believed that Lake Munson and CCT4 were clearly two separate projects, and he cautioned the IA Board about adding another project to Blueprint. He stated that the sales tax extension was successful because of Blueprint's ability to complete projects within the established life of the tax. He expressed concern about Blueprint's ability to continue to complete projects within budget and within the life of the tax if more projects are added.

Commissioner Maddox moved to have staff develop a cost analysis for a future study that would consider a Treatment Facility West of Lake Munson (new project) to be presented as an agenda item before the IA Board for further consideration. The motion was seconded by Commissioner Porter. Motion passed.

**Passed 11-0 (weighted 65-0)
Commissioner Proctor voted via WebEx**

Commissioner Dozier requested that Director Calder explain the historical study that was completed for FAMU way and asked if the IA Board would be interested in having an agenda item be brought back with a similar study for the New Hope Cemetery and the surrounding community.

Director Calder explained the PD&E study that was done for the Northeast Gateway/Welaunee project and stated that extra precaution was taken to ensure the road wouldn't impact the cemetery along the project area.

Commissioner Dozier moved to have staff bring back an agenda item to explore doing a historical study documenting the history of the New Hope Community and the New Hope Cemetery similar to past Blueprint projects. Commissioner Cummings seconded the motion. Motion passed.

Passed – (weighted 65-0)

Commissioner Proctor voted via Webex

III. INFORMATIONAL ITEMS/PRESENTATIONS

- Receipt and File:
 - Blueprint Infrastructure Community Engagement Update
 - Draft EVLC August 24, 2022 Minutes
 - Draft CAC May 4, 2022 Minutes
 - Blueprint Infrastructure Q3 2022 Project Status Report

IV. CONSENT

Commissioner Dozier moved, seconded by Commissioner Minor, to approve the Consent Agenda.

Passed 11-0 (weighted 65-0)

Commissioner Proctor voted via WebEx.

1. Approval of the May 19, 2022 Blueprint Intergovernmental Agency Board Meeting and Budget Workshop Minutes
2. Approval of the 2023 Blueprint Intergovernmental Agency Meeting Schedule
3. Approval of Appointments to the Economic Vitality Leadership Council
4. Approval of Appointments to the Blueprint Citizens Advisory Committee
5. Authorization to Advertise, Negotiate, and Award Construction Services for the Lake Jackson Greenway
6. Approval of a Joint Project Agreement for the Monroe-Adams Placemaking Project with the City of Tallahassee

V. GENERAL BUSINESS

1. Election of the Blueprint Intergovernmental Agency Board of Directors' Vice Chair

Commissioner Williams-Cox moved the nomination of Commissioner Cummings as Vice Chair of the IA Board. Commissioner Dozier seconded. Motion passed.

**Passed 11-0 (weighted 65-0)
Commissioner Proctor voted via WebEx**

2. Acceptance of the FY 2022 Annual Report of the Blueprint Intergovernmental Agency

Commissioner Cummings commended Director Pingree and staff on the beautiful Annual Report. She stated that staff have done a tremendous amount of work over the last year and that she found the report to be very informative.

Mayor Dailey moved to accept the Annual Report. Commissioner Maddox seconded the motion. Motion passed.

**Passed 11-0 (weighted 65-0)
Commissioner Proctor voted via WebEx**

VI. PUBLIC HEARING 6:00 pm

1. Second and Final Public Hearing on the Proposed Fiscal Year 2023 Operating Budget and Fiscal Year 2023 – 2027 Five-Year Capital Improvement Program Budget for the Blueprint Intergovernmental Agency

Ramona Abernathy-Pain spoke about the Blueprint Annual Report, the proposed operating budget, and the Capital Improvement Plan and requested that more dollars be directed to work force development, economic growth, and infrastructure.

Will Crowley spoke about the budgeting process and the funding for the Doak Campbell Stadium. He expressed concern about citizen input and participation in funding allocation.

Stanley Sims spoke about the budget, equitable resource allocation, and the small business community in Tallahassee.

Director Pingree provided an overview of the budgeting process and highlighted the work and input that had been incorporated into the current budget. He discussed the budgeting workshop and the first public meeting. Next, Tres Long explained the \$842 million dollar revenue projections through the remainder of the tax including the \$25.5 million dollar State Infrastructure Bank loan and the 2024 bond issuance. Director Calder followed and explained the 2023 Blueprint Infrastructure operating budget of \$50,102,811 that includes an increased operating budget of 11.47%, no additional staff positions, a 5% cost of living adjustments, accounts for anticipated inflation cost, and allocates funds to 27 Capital Improvement Projects. Director Calder also highlighted key leveraging opportunities from the Federal Department of Transportation. Director Bowers discussed the OEV proposed budget of \$8.37 million for fiscal year 2023. He stated that OEV expects to collect a total revenue of \$33.4 million dollars over the next five years. He explained that the 2023 OEV operating budget includes an 8.72% increase, maintains existing personnel, and includes a 5% cost of living increase. The proposed 2023 – 2027 Capital Improvement Plan fully

funds the TLH airport; fully funds anticipated vitality studies; and allocates \$12.79 million dollars to economic growth programs, projects, or incentives. He concluded by stating that Office of Economic Vitality is scheduled to conduct an open house workshop with small business owners to provide training and education on the different programs and incentives offered by the Office.

Mayor Dailey, Commissioner Williams-Cox, and Commissioner Welch spoke in favor of the proposed budget and commended staff on their work preparing the 2023 operating budget and five-year CIP. They all stated that they were proud of the work that is being done by the Agency on the several different projects located throughout the Tallahassee community. Commissioner Welch encouraged Director Bowers to be strategic and aggressive in leveraging dollars for the OEV.

Commissioner Dozier spoke in favor of the proposed budget and congratulated Director Calder on 10 years with Blueprint. She recommended that the OEV look into grant dollars for work force development and to support minority and women owned businesses. She also stated that the OEV may want to consider including training on how small, minority, and women owned business may located and apply for federal grant dollars. Director Bowers stated that the OEV would be seeking grant and funding opportunities that target those areas and that the Office intends to provide resource training to the small business owners during the spring workshop about how to find, qualify for, and apply for such funding opportunities. Commissioner Dozier also stated that OEV would need to get creative with the remaining \$1.375 million dollar incentive budget and ask how the OEV plans to incentivize businesses in the local community. Director Pingree responded by stating that there is an opportunity to expand the Targeted Business Program incentive program because of its versatility. Director Bowers added that the OEV was monitoring funding opportunities coming from offices such as the Department of Economic Opportunity and the State Small Business Credit Initiative.

Commissioner Proctor inquired about the progress and status of the Amazon facility that received approximately \$2 million dollars of OEV incentive funding. Commissioner Proctor suggested that the IA Board members and staff be invited to tour the facility or have a representative from Amazon provide an update before the IA Board. Commissioner Richardson directed staff to prepare a report of the progress and status of the Amazon project. Director Bowers responded that Amazon is currently preparing a report of the vendors used on the project and that OEV expects to receive the report by the following week. He also stated that Amazon may schedule a tour of the facility following its receipt of a Certification of Occupancy.

Commissioner Maddox asked Director Bowers for an update of the workshop to train local small business owners on how to apply for funding from the Office of Economic Vitality. Director Bowers responded that the OEV would be hosting the workshop on October 17th to coincide with Minority Enterprise Development Week and a second workshop in January. Commissioner Maddox emphasized his desire that the workshop explicitly explain the type of projects the OEV funds, what the process for funding includes, and what it takes to be funded by the Office. Commissioner Maddox also requested that staff bring back information about partnering or meeting with the

Tallahassee Minority Chamber at least once a year to discuss challenges facing the community related to minority access to capital for their businesses.

Commissioner Williams-Cox spoke in support of the comments by Commissioner Maddox and added the IA Board members should make a better effort to support the Minority Chamber and attend events hosted by the Chambers.

Mayor Dailey moved to accept staff recommendations for options 1 through 3. Commissioner Williams-Cox seconded the motion. Motion passed.

Passed 11-0 (weighted 65-0)

Commissioner Proctor voted via WebEx

- **Option #1: Conduct the Public Hearing to adopt the FY 2023 Blueprint Intergovernmental Agency Operating Budget as presented and approve the FY 2023 Operating Budget Resolution (Resolution No. 2022-04).**
- **Option #2: Conduct the Public Hearing to approve and adopt the FY 2023-2027 Capital Improvement Program as presented and approve the FY 2023 Capital Improvement Program Budget Resolution (Resolution No. 2022-03).**
- **Option #3: Direct Blueprint staff to make direct transfers to Leon County and the City of Tallahassee for annual allocations of funds for Blueprint 2020 projects being implemented by those jurisdictions**

VII. DIRECTOR DISCUSSION

Commissioner Maddox moved to have OEV staff bring back an agenda item about options to meet with the Minority Chamber of Commerce, the Capital City Chamber of Commerce, and the Greater Tallahassee Chamber once per year to discuss shared business and economic develop issues. Commissioner Dozier seconded the motion. Motion passed.

Passed 11-0 (weighted: 65-0)

Commissioner Proctor voted via WebEx.

Commissioner Dozier suggested that the Board consider an open house where all three chambers provide presentations.

VIII. ADJOURN

The meeting adjourned at 6:57 p.m.

*The next Blueprint Intergovernmental Agency Board of Directors Meeting is scheduled for **December 8, 2022, at 3:00 p.m.***

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Blueprint Intergovernmental Agency Board of Directors Agenda Item #2

December 8, 2022

Title: Authorization to Procure a New Hope Community Historical Survey

Category: Consent

Intergovernmental Management Committee: Vincent S. Long, Leon County Administrator
Reese Goad, City of Tallahassee Manager

Contact: Benjamin H. Pingree, Director, Department of PLACE
Autumn Calder, Director, Blueprint
Megan Doherty, Planning Manager, Blueprint
Tatiana M. Daguiard, Planner I, Blueprint
Eliza Chase, Planning Intern

STATEMENT OF ISSUE:

As directed at the September 29, 2022 meeting, this agenda item recommends a New Hope Community Historical Survey. As part of the project planning for the Northeast Gateway: Welaunee Boulevard project, the New Hope Cemetery was identified as a local cultural resource and the roadway corridor has been planned to avoid impacts to this cemetery. The New Hope Cemetery has also been documented as part of the Northeast Gateway project's Cultural Resource Assessment Survey. This agenda item provides a preliminary scope to conduct an expanded historical survey of the New Hope community, within the Northeast Gateway project budget, and an overview of past historical surveys conducted along Blueprint projects.

FISCAL IMPACT:

This agenda item has a fiscal impact; the historical survey is estimated to cost \$75,000. This amount is currently available in the Northeast Gateway project budget based on prior IA Board allocations. As the project progresses towards construction in FY 2023, Blueprint will continue to provide updates regarding funding availability.

RECOMMENDED ACTION:

Option 1: Authorize Blueprint to procure services, pursuant to Blueprint's Procurement Policy, for a historical survey of the New Hope community.

SUPPLEMENTAL INFORMATION

BACKGROUND

On September 29, 2022, the IA Board provided direction to bring back an agenda item that explores conducting a historical survey documenting the history of the New Hope community and cemetery. As a component of the Project Development and Environment Study (PD&E) for the Northeast Gateway project, the New Hope Cemetery was identified through the Cultural Resource Assessment Survey (CRAS). A CRAS is the process of identification, documentation, and evaluation of archaeological, historical, architectural, and traditional cultural properties. During the PD&E process, the New Hope Cemetery was identified as a historic and cultural resource in the project area near the future roadway adjacent to Testerina Primitive Baptist Church. In 2020 and 2021, the Bureau of Archaeological Research (BAR) of the Florida Department of State's Division of Historical Resources (DHR) conducted cadaver dog surveys in the area northwest of Testerina Primitive Baptist Church. These surveys resulted in the expansion of the original boundary of the cemetery. Based on survey results, the updated boundary of the New Hope Cemetery has been estimated to extend from Testerina Primitive Baptist Church northwest into portions of the Miccosukee Canopy Road Greenway and adjacent property owned by the City of Tallahassee. The Northeast Gateway: Welaunee Boulevard Project right-of-way was adjusted to avoid potential impacts to this Cemetery.

As a result of the BAR findings, Blueprint staff maintained communication with New Hope community descendants during the PD&E phase of the Northeast Gateway project. The PD&E study also included an expanded survey area for fieldwork related to the New Hope cemetery to further ensure that the roadway would not impact the burial area. In consultation with DHR in 2021, additional close interval shovel tests were performed within the project right-of-way to provide a level of confidence that the project will not impact the New Hope Cemetery. All shovel tests performed were negative for impact to the Cemetery.

The PD&E study was approved by the IA Board at their June 15, 2021 meeting. Moving forward, coordination has continued to ensure impacts to the cemetery are avoided as the project progresses. Blueprint has committed to additional monitoring by a professional archaeologist during any clearing of the right-of-way north of the recorded New Hope Cemetery boundary during construction and measures will be in place to ensure no staging of equipment or other disruption will occur within the recorded boundary.

For all Blueprint infrastructure projects, major archaeological, natural, cultural, and historic resources are identified through required regulatory processes, which ensure that historic and cultural resources are identified early in project development. These regulatory processes focus on the areas impacted by the construction of the project. As project-by-project opportunities arise to integrate historic and cultural resources into projects beyond that required through regulatory processes, Blueprint seeks IA Board direction. At the September 29, 2022 meeting, the IA Board directed Blueprint to bring back an agenda item to explore doing a historical study documenting the history of the New Hope Community and the New Hope Cemetery. This agenda item presents this for the IA Board's consideration and direction and recommends approval to procure the New

Hope Community Historical Survey, presented as Option #1. Should the IA Board approve Option #1, Blueprint will begin the historical survey work in spring 2023.

ANALYSIS:

While recent cultural resource efforts have shed light on the cemetery's existence, as detailed in the previous section the PD&E study identified the cemetery as a resource and expanded the fieldwork to ensure no disruption to the recorded boundary, a comprehensive historical study focusing solely upon the New Hope community has not been conducted. As noted above, the location of the New Hope cemetery has been confirmed near the proposed alignment of the Northeast Gateway: Welaunee Boulevard project, adjacent to the Testerina Primitive Baptist Church on Miccosukee Road and the Miccosukee Canopy Road Greenway. It is unknown when the New Hope cemetery was formed, but it is believed to have existed before the current Testerina Primitive Baptist Church was constructed. The precise geographic footprint of the community is unknown; however, evidence provided by local residents suggests the historic community was located between Centerville, Miccosukee, Roberts, and Fleischmann roads. New Hope descendants believe the community and cemetery historically resided on one or multiple plantations in eastern Leon County.

On October 5, 2022, Blueprint met with community members at Testerina Primitive Baptist Church to understand the extent of the group's previous research and future goals. During this meeting, the citizens provided Blueprint staff with a summary of the research to date on the cemetery, community, and surrounding area to consider in a future documentation effort.

As a component of Blueprint projects, the IA Board has directed Blueprint to conduct historical research and document significant cultural landscapes in its projects, as detailed in Attachment #1. During the Cascades Park project, staff administered a Historic American Landscapes Survey (HALS) for the Smokey Hollow Community in 2014. Funding for the HALS in the amount of \$50,000 included identifying significant community features, historical research, and assessing the cultural landscape features and conditions. As part of that effort, staff worked with a landscape architect, a local archivist and historian, and Smokey Hollow working group members. The entire HALS took one year to complete and was submitted to the Library of Congress HALS Collection.

In addition, in 2015 the City of Tallahassee contracted with the Florida A&M University Department of History to document and share the stories of the communities adjacent to FAMU Way, with a goal of incorporating them into the Capital Cascades Trail Segment 3/FAMU Way projects. The FAMU Way Historical Survey, conducted in 2015, took 9-12 months to complete, and contractual services cost \$25,000. The FAMU Way Historical Survey was broad, and established the historic context for understanding the geographic area. The History & Culture Trail project historical documentation services cost \$75,000 and took multiple years to compile. The History & Culture Trail research was in-depth, and used measures that provided a detailed analysis of neighborhoods, people, businesses, and significant events.

In order to conduct the New Hope Community Historical Survey, as recommended in this agenda item, beyond what was completed for the PD&E, which focused on the areas impacted by the construction of the Northeast Gateway project, Blueprint will perform a

comprehensive community study. This will include engagement with experts in the areas of history, interpretive writing, and records management to research, identify, document, and archive the historic context and stories of the New Hope community. This step of performing a study beyond the regulatory requirements of the project is what was anticipated by the IA Board in their action on March 12, 2020 when they accepted the analysis on memorializing community history and culture in Blueprint projects, see Attachment #1. Potential measures to produce a comprehensive analysis of the community include:

- Identifying the geographic location of the New Hope community;
- Consolidating, analyzing, and contextualizing existing archival and historical materials related to the area;
- Documenting families, landmarks, and significant historical events within the community through archival research or oral history; and,
- Developing a written history that highlights the historical landscape and cultural contributions of the community.

The New Hope Community Historical Survey would resemble the methodology undertaken with the History & Culture Trail project. The New Hope historical survey is estimated to cost \$75,000, will take approximately 9 – 12 months to complete, and can be done concurrently with the overall Northeast Gateway project which includes the road construction as well as the Welaunee Greenway.

NEXT STEPS

Should the IA Board approve Option #1, and consistent with Blueprint Procurement Policy, Blueprint will seek services for the historical survey of the New Hope community. It is anticipated the survey will take approximately 9 – 12 months to complete from initiation. Blueprint will evaluate opportunities to secure consultant services through Tallahassee Community College, Florida A&M University, and/or Florida State University similar to the process for the FAMU Way Historical Survey. Utilizing existing college/university resources will expedite this phase of the project, maximize existing local resources, and accelerate the presentation of findings to the IA Board. If Blueprint is not able to negotiate a satisfactory contract with the local academic resources for the historical survey, Blueprint will proceed to advertising for the services consistent with Blueprint Procurement Policy.

Upon IA Board authorization of Option #1, Blueprint will continue with the following project milestones:

Early Spring 2023:	Initiate procurement process of historical survey services
Late Spring 2023:	Begin historical survey process and construction begins on Phase 1 of the Northeast Gateway (Phase 1 includes Welaunee Boulevard south of I-10 and the bridge over I-10)
Spring 2024:	Present the final historical survey on the New Hope community to the Intergovernmental Agency Board of Directors and construction begins on Northeast Gateway

Phase 2 (Phase 2 includes Welaunee Boulevard north of I-10, Shamrock Street Extension, Pimlico Extension, Northeast Park Access Road, and the Welaunee Greenway)

Late 2024: Phase 1 construction complete

Late 2025: Phase 2 construction complete

Regarding the Northeast Gateway project, coordination will continue to ensure impacts to the New Hope Cemetery are avoided as the project progresses. Blueprint has committed to additional monitoring by a professional archaeologist during any clearing of the right-of-way north of the recorded cemetery boundary during construction and measures will be in place to ensure no staging of equipment or other disruption will occur within the recorded boundary.

Action by the TCC and CAC: This agenda item was not presented to the TCC. The CAC received a presentation on this topic at their November 16, 2022 meeting.

OPTIONS:

- Option 1: Authorize Blueprint to procure services, pursuant to Blueprint's Procurement Policy, for a historical survey of the New Hope Community.
- Option 2: Do not authorize Blueprint to procure services, pursuant to Blueprint's Procurement Policy, for a historical survey of the New Hope Community.
- Option 3: IA Board direction.

RECOMMENDED ACTION:

- Option 1: Authorize Blueprint to procure services, pursuant to Blueprint's Procurement Policy, for a historical survey of the New Hope Community.

Attachment:

1. March 12, 2020 Agenda Item - *Analysis on Memorializing Community History and Culture in Blueprint Projects*

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EXAMPLES OF INTEGRATING LOCAL HISTORY WITHIN BLUEPRINT PROJECTS

Riley House and Meridian Street Sidewalk Project

Project Cost: \$236,515 (0.4% of Cascades Park project budget, includes design and construction)

In June 2012, the IA Board approved Phase 1 of the Smokey Hollow Commemoration concept and approved funding for the design of the Meridian street sidewalk and intersection improvements. The project added crosswalks at Meridian and Pensacola Streets and created a new sidewalk connection between the John G. Riley Center/Museum and neighboring homes to Cascades Park along Meridian Street from Jefferson to Pensacola Streets. Incorporated into the project was the addition of an historic “**rubble wall**”. The wall used concrete pavement from under Lafayette Street, which were the remains of Old Perry Highway (now Apalachee Parkway). Use of the concrete pavement complemented the historic features of the Riley House and former Smokey Hollow community structures.

Smokey Hollow Commemoration

Project Cost: \$1,325,743 (2.6% of Cascades Park project budget, includes design and construction)

In September 2011, the IA Board approved the creation of a Smokey Hollow Working Group to assist in the identification, concept design, and implementation of the Smokey Hollow Commemoration Project. The Working Group consisted of former Smokey Hollow residents, John G. Riley Center & Museum representatives, FAMU and FSU History Department representatives, and other local historians, agencies, and interested citizens. The Working Group provided the Agency with key insight into significant historic locations, created a neighborhood base map, collected oral histories from former Smokey Hollow residents and other locals, contributed to the concept development and site design, and participated in the Historic American Landscape Survey documentation, which is now included in the Library of Congress. A number of historical and cultural interpretations were embedded into the design of the site and the consideration of amenities to include within the site. Amenities which reflect the **community’s** cultural history are: the heritage garden featuring fruit trees, vegetable gardens, and flowers typically found growing in the community; porch gliders; street light banners which contributed to placemaking; brick and steel “**spirit houses**”, interpretive floor plans, and interpretive panels. These efforts have resulted in the construction of the award winning Smokey Hollow Commemoration site, creation of a new community gathering space, and the restoration of the Smokey Hollow Barbershop. Not included in the project cost are the in-kind services of design firms that contributed to the overall architectural design and landscaping of the Commemoration site.

Smokey Hollow Barbershop

Project Cost: \$246,127 (0.4% of Cascades Park project budget, includes design, rehabilitation, and moving costs)

The former Smokey Hollow barbershop was originally located at 621 E. St. Augustine where the current FL Department of Transportation, Hayden Burns Building now stands. The barbershop was removed from Smokey Hollow in the 1960s and

subsequently acquired by the Tallahassee International Airport. Recognizing the cultural significance of the Barbershop, and realizing the opportunity to save the structure, Blueprint worked with the Smokey Hollow Working Group and other community stakeholders to use as much of the remaining materials as possible and to rehabilitate the building to its original aesthetic. A portion of the Smokey Hollow Commemoration project budget was carved out to invest in the **Barbershop's** preservation. Blueprint contracted with a local vendor to complete the building rehabilitation with assistance from Lively Technical College as needed. Additionally, Blueprint staff worked with the community to develop informative and interpretive signage outside and inside the building. The Barbershop building now serves as a museum, complete with artifacts donated by Tallahassee residents, including an original and period barbering chair.

Cascades Park Amphitheatre

Project Cost: \$2,338,178 (4.5% of Cascades Park project budget, includes design and construction)

The construction of the Cascades Park Amphitheatre provided a new, central, performance space in Tallahassee. Improvements included an amphitheater roof/canopy, temporary fencing, a color kinetic kit for the canopy, a permanent sound system, audience lighting, additional restrooms, dressing rooms and additional seating near the stage. These features encouraged year-round family-friendly programming, provided greater visibility to local performing arts groups, and contributed to promoting Tallahassee as a performing arts destination. A cultural venue, the Amphitheatre now supports year-round arts and cultural festivals, holiday celebrations, musical performances, and a number of other event types.

Cascades Park Interpretive Signage and History Monuments

Project Cost: \$355,000 (0.7% of Cascades Park project budget, includes design and construction)

The Cascades park project included the installation of 13 historical monuments and 7 interpretive panels. The interpretive panels tell the stories of the people and communities that once inhabited the area around Cascades Park via panel art. The historical monuments tell **Tallahassee's** history in a series of thirteen kiosks that highlight major historical events that shaped Tallahassee and Leon County.

Centennial Field

Project Cost: \$400,000 (0.7% of Cascades Park project budget, includes design and construction)

Due to the significance of the Centennial Field Wall, the majority of the wall was preserved as part of the Capital Cascade Trail project. Retaining walls were constructed behind the Centennial Field Wall, which is made of limestone, in order to protect the historic wall from re-grading. Interpretive panels around the site tell the story of Centennial Field and its 50-year significance.

Prime Meridian Plaza

Project Cost: \$1,269,544 (2.5% of Cascades Park project budget, includes design and construction)

Located in the middle of Cascades Park is the Prime Meridian Marker. The marker is the beginning point for all land surveys in the State of Florida, and is the original southeast corner for Tallahassee's first boundary. The marker has been incorporated into an elaborate plaza embellished by red brick and granite, which emphasizes its importance for all of Florida.

Cascades Connector Bridge Canopies

Project Cost: \$300,000 (3.5% of Cascades Crossing project budget)

This Connector Bridge serves as a gateway for the City of Tallahassee along South Monroe Street between the south side and the Downtown improving the viewscape as residents and visitors enter and leave the City. Part of the Connector Bridge design are the canopies made of solar fabric that provide shade for cyclists and pedestrians during the day and generate energy to light the bridge at night with dramatic color-changing LED lights. Tallahassee is a designated Tree City USA, known for its trees and iconic canopy roads. The canopies are a symbol of the tree canopies in Leon County, reflective the **community's** natural history.

Old Electric Building

Project Cost: \$124,838 (0.2% of Cascades Park project budget, includes rehabilitation, and groundwork costs)

The Old Electric Building is an historic structure within Cascades Park. Blueprint undertook preservation activities, such as graffiti removal and land preparation, in order to prepare the structure for adaptive reuse.

Capital Cascades Trail Segment 3: History and Culture Trail (HCT)

Approved Project Budget: \$942,000 (1.4% of CCT Segment 3 project budget)

From the earliest stages of the Capital Cascades Trail Segment 3 Project, the Blueprint Intergovernmental Agency has been committed to recognizing the history of the area along the Capital Cascades Trail (CCT). As part the FAMU Way Extension project, the FAMU Way Citizens Advisory Committee (CAC) was established. Members of the FAMU Way CAC were from historic neighborhoods adjacent to the roadway and voiced the need to reflect the history and culture of those communities. In response to this, the City of Tallahassee contracted with FAMU Department of History professors in 2015 to capture, document, and share these **communities'** stories with a goal of incorporating them into the FAMU Way project. From the efforts undertaken, the Capital Cascades Trail – History and Culture Trail project was initiated and a Working Group comprised of former FAMU Way CAC members was developed in 2016. The History and Culture Trail project will complement the CCT Project. This project will share and celebrate the rich history and culture of the neighborhoods, businesses, and people living in the communities located along FAMU Way and the Capital Cascade Trail. The project will focus on honoring stories of adjacent resilient neighborhoods, civil rights advocates, and economic engines and will highlight the culture of these communities and their stories through artistic cultural and historical interpretations. The project will improve civic engagement, enhance civil discourse, and encourage thoughtful and meaningful dialogue among

residents and visitors regarding the significance of some of the oldest African-American communities in the State of Florida.

At the September 12, 2016 IA Board meeting staff presented the concept of historic and informational kiosks to be constructed along CCT Segment 3 (Adams Street to the Regional Stormwater Facility). Since that time, Blueprint staff has collaborated with the FAMU History Department and a Working Group of FAMU Way **Citizen's** Committee members and neighborhood residents to develop the proposed Project concept and content. The HCT features may include signage, sculptural, and other interpretive elements. A major task of the Citizen Working Group will be developing the content for historical and cultural interpretations, which will focus on highlighting and honoring the history of the area. Using the 2015 FAMU Way Historical survey conducted by various Florida A&M University History professors as inspiration, the Design Works team from the Tallahassee-Leon County Planning Department partnered with the HCT Working Group and the FAMU School of Architecture to develop a conceptual design for history kiosks along this section of the trail. The kiosks will display images, photographs, and historic information about the neighborhoods, businesses, and people of this area. On September 20, 2018, the IA Board approved a budget of \$942,000 for the History and Culture Trail project, and also provided direction to staff to enter into an agreement with the Council on Culture and Arts (COCA) to assist with the artist solicitation and selection of the public art components of the HCT. The Request for Qualifications for planning and design services for the HCT project is currently being advertised.

Daniel B. Chaires Community Park (named in 2007) - Mr. Daniel Chaires was a life-long resident of the Chaires Community. He came from a family known for public service and was a direct descendent of Mr. Green Hill Chaires who settled and founded the Chaires Community in the 1820's. His father, Retired Captain Harry Chaires, is a 37-year veteran of the Leon County Sheriff's Office, and an 8-year veteran of the U.S. Marine Corps. His mother, Ms. Nanna Cuchens, was Emergency Center Director at Tallahassee Memorial Hospital for 17 years, and currently teaches at the College of Nursing at Florida State University. On September 11, 2006, Lance Cpl. Daniel

B. Chaires was deployed to Iraq as part of the Marine Corps 2nd Battalion, 3rd Marine Regiment, 3rd Marine Division, III Marine Expeditionary Force. On October 25, 2006, Lance Cpl Daniel B. Chaires made the ultimate sacrifice for his country and community when he died from wounds received during a combat operation in Iraq.

Beasley-Nims Field at Capital Park (named in 2011) - **Dr. Nickie Beasley** - Employed in the Educational Arena for 37 Years, Dr. Nickie Beasley dedicated 33 of those years to the Leon County School District. She began her career as a business education teacher at Wakulla High School, where she remained for two years, leaving to accept a teaching position in Leon County. She was promoted to Assistant Principal after two years of teaching at Belle Vue Middle School and remained there for an additional eight years as the principal of curriculum. In 1980, Beasley became the history making, first female Principal at the secondary level in the Leon County School District when she was named Principal of R. Frank Nims Middle School. She was also the first Principal to complete residency for her Doctorate of Philosophy in Administration and Supervision from Florida State University. Beasley also served in several other educational institutions in Leon County including being Principal of Griffin Middle School, Student Services Specialist at Lively Technical Center and Assistant Principal of Curriculum at Fairview Middle School, where she retired in 2003. Outside of her profession, her affiliations included Bethel Missionary Baptist Church, Alpha Kappa Alpha Sorority, National Association of University, FAMU Ladies Art and Social Club and the National Hook Up of Black Women. Dr. Beasley received numerous honors including being a recipient of the Florida A&M University Distinguished Alumnus Award and a 2010 honoree for the Tallahassee Community College African – American History Calendar. She also received awards and recognition from the following organizations: The Leon County Commissioner Neighborhood Recognition Program; FAMU Alumni Association (Life Time Member); Advisory Board of the Martin Luther King, Jr. Foundation, where she also served as President; Advisory Board of the FAMU Developmental Research School; NAACP; National Association of School Administrators; National Association of School Counselors and the Board of Directors of the Leon County Neighborhood Association. She passed away of cancer on September 12, 2003.

Mr. Harry "Nick" Nims - Nick Nims was a Hall of Fame high-school basketball coach and a well- respected Leon County educator raising a generation of responsible adults. He was the first and only African-American in the state of Florida to have coached his (old Lincoln) High School basketball teams to 10 consecutive black state tournaments before the school closed in 1967. His records still apply today. Mr. Nims also served as Lincoln's Guidance Counselor and Director of Guidance Services (1962 – 1968), making history as Leon County's first male guidance counselor of any descent. At Leon High School Mr. Nims also taught industrial arts, mechanical drawing and physical education. When the original Lincoln High School was closed due to integration in 1967, Mr. Nims became Assistant Principal of Griffin Middle/High School from 1967 – 1968, then he once again made history as the first African-American Administrator at Rickards High School, before becoming the first African-American Administrator (1969) and first African-American Principal of Fairview Middle School (1971) in Tallahassee. Mr. Nims

retired as principal of Fairview in 1982. Mr. Nims gave tirelessly of his time and resources serving as President of the Leon County Teacher's Association (before merger), 1968; Vice President and member of the Board of Directors of the of the Leon County Teachers' Credit Union, 1971 – 1976, Tallahassee, Florida; Chairman of the Nominating Committee of the Leon County Teachers' Association/Leon County School Board Collective Bargaining Session, 1975 – 1976; Member of many School Accreditation Visiting Committees and Florida Department of Education School Plant Survey Teams; served as a member of the National Association of Middle School Principals & National Association Secondary School Principals; Member of the Florida Association of Secondary & Middle School Principals (Charter Member); and the Florida Administrators and Superintendents Association and many, many more. Mr. Nims' honors and awards included being named The Florida Delegate to the President's Whitehouse Conference on Children and Youth (Washington DC) 1956 and Coach of the Year (Basketball), Florida Interscholastic Athletics Association, 1956. In 2006, Mr. Nims was inducted into the Negro High School Basketball Hall of Fame in Tampa, Florida. He passed away on October 24, 2009.

Anita L Davis Preserve at Lake Henrietta Park (named in 2018) - Anita L. Davis was first elected to the Leon County Board of County Commissioners in 1990. The preserve was dedicated on October 3, 2018 to recognize Anita L. Davis' many years of service to the community Davis was the first female African-American Leon County Commissioner. On the Board, Commissioner Davis helped restore Lake Henrietta, as well as led the charge to build new ballparks in Woodville, the Southside library branch, and the health clinic now located on Old Bainbridge Road, just to name a few accomplishments.

Okecheepkee Prairie Park (soon to be Parwez "P.A." Alam Park) (renaming scheduled for 2020)

- Parwez Alam, better known amongst his colleagues as "P.A.," began his career with Leon County Government in 1986 as the Director of Public Works. However, he quickly ascended within the organization being promoted in 1988 to Assistant County Administrator and then County Administrator in 1989. Mr. Alam served in this role for 22 years and, when he retired in 2011, was one of the longest-serving county administrators in Florida. A brief summary of the most significant achievements that occurred during his tenure:



Orange/Meridian Placemaking Project Profile

Project: Orange/Meridian Placemaking
February 4, 2020

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Executive Summary

On January 30, 2020 the IA Board accepted the Capital Cascades Trail Segment 3 After **Action Report and directed staff to implement the Report's recommendations. Issue area 2.1 – Development of Project Profiles** contained a recommendation to create project profiles for applicable projects in the Blueprint 2020 program. Drawing from the Blueprint Intergovernmental Agency vision to preserve, protect, and enhance the **community's** quality of life through the implementation of holistic and coordinated planning, transportation, water quality, environmental and green space projects, the Orange/Meridian Placemaking project profile contains the following information:

- *Neighborhood/Community:* Includes place-oriented data such as schools, businesses, and churches existing within the project area. Also captures social locations most frequented within a project area by members of the immediate community.
- *Affordable Housing:* Includes information about existing affordable housing located within a project area.
- *Demographic Data:* Includes the population composition of a project area. This information could include statistics on race, ethnicity, income, education, etc.
- *Historic Sites and Landscapes:* Includes historic sites including buildings, cemeteries, scenic highways, special communities, and institutional grounds. Also addresses existing known and/or recorded resources as well as if the project is in a Historic Preservation Overlay Zone.
- *Recreational Facilities:* Includes parks, trails, and community centers in or around a project area.
- *Land Uses and Special Districts:* Includes existing zoning and future land uses as well as if the project area is in a special taxing district such as a Community Redevelopment Area.

This profile will be accessible via the Blueprint website.

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Project Description

The project includes two placemaking sites: East Drainage Ditch Multi-Use Trail and Orange Avenue Stormwater Facility.

EAST DRAINAGE DITCH MULTI-USE TRAIL

The project will enclose the existing ditch and create an improved pedestrian path between South Monroe Street and Meridian Street. Anticipated project improvements include new box culvert(s) for ditch enclosure and pedestrian path (sidewalk or trail) on top of the enclosed ditch with enhanced lighting and landscaping. Given the existing downstream hydraulic constriction at Adams Street, the ditch enclosure is not expected to reduce the current flood stage or floodplain area. The box culverts are expected to provide adequate conveyance so that floodplain mitigation efforts associated with future projects are not limited by the ditch enclosure.

ORANGE AVENUE STORMWATER FACILITY

The project will evaluate the facility's stormwater capacity (treatment, attenuation and flood plain), and create a community park space within the site. Anticipated project improvements include conveyance upgrades as necessary and facility modifications to accommodate impervious area added by the future Southside Transit Center site (located on the northwest corner of Orange Avenue and Meridian Street), improved on-site amenities, and creation of an on-site community park space. Amenities to be evaluated for the site include parking, sidewalks, pavilions, playgrounds and similar passive park features.

Project Cost: \$4.1 million.

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Profile Methodology

A one-mile radius from the project site location was selected as the area of potential effect (APE) in evaluating the existence of historic and cultural resources. The APE is the geographic area in which a project may directly or indirectly cause changes in the character of use of historic properties, if any are present. For the purposes of developing this profile, a number of official resource groups were inventoried for inclusion in this document, including: local historic properties, existing neighborhood and community features, affordable housing, demographic data, and existing land uses. This profile identifies the significant historic and cultural resources present within the one-mile APE, but does not imply potential direct or adverse impacts to those resource groups by future Blueprint projects. Although the nature of the proposed work had a very limited potential for indirect or cumulative effects outside the immediate project, the APE was set based on factors such as: limited park resources in the general area and the potential for place based cultural resources which could affect the park design and programming. The process for identifying the historic resources outlined in this profile began with reaching out to the Tallahassee Trust for Historic Preservation (Local Register), the Florida Department of State, Florida Master Site File Division (State Register), and reviewing the listings for the National Register of Historic Places (National Register). The National Register is a federal program with well-established criteria for evaluating the significance of buildings, sites, and structures. These criteria were used in determining possible significance of historic resources near the project site. The Local Register reflects properties that may be designated as individual landmarks or as contributing structures within a historic district and might **have played a role in the community's cultural history**, but do not have the integrity or significance required for listing with the National Register. For all other resource groups existing immediately near the project area, approximately 0.25 miles, were surveyed. A variety of tools were used in order to determine the existence of resources within the resource groups outlined in this profile and are named under each category.

Cultural Resource Records Search

For the purpose of this profile historic resources were inventoried in accordance with the definition set forth in the National Historic Preservation Act of 1966. Cultural resources were inventoried in accordance with the widely accepted and applied definition as followed by the Advisory Council on Historic Preservation.

Historic Resources: Any prehistoric or historic district, site, building, structure, or object that, after evaluation through the National Register process of assessing their significance and integrity, are determined as eligible for listing or have been listed in the National Register. These resources would be listed on the National Register and the Florida Master Site File (State Register).

Cultural Resources: All eligible, unevaluated, and not eligible resources such as buildings, structures, sites, objects, districts and landscapes. These resources could be listed on the Local Register.

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Tallahassee-Leon Trust for Historic Preservation Review

Staff used the Tallahassee-Leon County Geographic Information Systems (TLCGIS) Neighborhood Search application to determine the existence of neighborhoods immediately adjacent to the project site, included herein as Appendix A. Once completed, the Tallahassee-Leon Trust for Historic Preservation was contacted to determine if neighborhood surveys existed for any of the identified neighborhoods. The neighborhoods located immediately near the project site are Apalachee Ridge Estates and a small portion of South City. It was determined that no recorded surveys of site files existed on the local register, however staff was instructed to contact the FMSF for a recorded survey to determine the existence of historic properties which could add value to the planning and design phases of the project.

Florida Master Site File Search and Literature Review

A review of relevant archaeological and historical literature, records, and other documents and data pertaining to the one-mile APE was conducted. The focus was to determine the types of historic and cultural resources recorded in the project vicinity, as well as the potential for the occurrence of yet unrecorded resources. Research included a review of sites listed in the National Register and the State Register. Background research indicated that 13 archaeological sites had been recorded within the APE. Additionally, it was determined that that 318 standing structures, and 1 historic cemetery within the APE. The result of this search is included herein as Appendix B. The record search letter from the FMSF is included herein as Appendix C. The letter indicates the recorded sites, structures, and resource groups present within the one-mile APE. Of the 318 standing structures, only 1 was eligible for the National Register of Historic Places. Also provided was the Tallahassee Neighborhood Survey, Phase IV (1997) which identified and documented all buildings, not previously surveyed, constructed on or before 1946 within City limits. The main purpose of the survey was to identify individual properties and concentrations of buildings that might be eligible for nomination to the National Register.

Results

Historic Sites and Landscapes

Staff consulted with the Tallahassee Trust for Historic Preservation and the Florida Master Site File to determine the existence of recorded local historic sites and landscapes. The Leon County Public Works and Florida Big Bend Scenic Byway website was used to determine the existence of scenic highways. Only one historic site within the one-mile APE was eligible for the National Register. No historic districts or scenic byways exist near the project site.

Historic Sites

FMSF ID	Site Name	Site Location	Site Type	Comments
LE02150	Three Stars	1111 Paul Russell Road	Private Residence	Eligible for the National Register

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Neighborhood/Community

For all non-historic and non-cultural resource groups existing immediately adjacent to the project area, approximately 0.25 miles were surveyed. Staff used the Tallahassee-Leon County GIS Leon County School Zone application to determine the existence of schools and childcare centers with 0.25-miles of the project site.

Schools

The project site is located within the school zone for Bond Elementary School (0.9-miles), Fairview Middle School (2-miles) and Nims Middle School (0.4-miles), and Rickards High school (1.7-miles)

Child Care Centers

South City Headstart (0.09-miles), Budd Bell Early Learning Center (0.25-miles), Just Like Angels Childcare (.25-miles), All Stars Day Care (0.27-miles), and All My Children Daycare and Preschool (0.32-miles).

Places of Worship

Greater Love Church of God (0.2-miles)
New Life United Methodist Church (0.2-miles)
Family Christian Faith Center (0.2-miles)
Southside Baptist Church (0.25-miles)
Praise Cathedral (0.3-miles)

Social Venues

Signature Lounge (0.3-miles)

Businesses

The Towne South Shopping Center is located 0.2-miles from the stormwater pond component of the project, but is adjacent to the East Drainage Ditch. The major retailers located within Towne South are: Save-a-Lot (grocery), Citi Trends (retail), WellCare Health (pharmacy), and Dollar General (grocery).

The Southside Shopping Plaza is located 0.5-miles from the stormwater pond component of the project and roughly 0.3-miles from the East Drainage Ditch. The major retailers located within the Southside Shopping Plaza are: Piggly Wiggly (grocery), Auto Zone (automotive), ABC Fine Wine & Spirits (spirits), and Q&Q Mart (retail)

There are a number of major fast food chains near the project site such as Hungry **Howie's, Taco Bell, Lindy's Fried Chicken, and Taco Bell. Local eateries near the site include Mr. B's Real Grill BBQ, CK Crab House, and Break Fast Grill.**

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Affordable Housing

In order to inform the following information, the Leon County Property Appraiser, Florida Housing Finance Corporation, and Florida Housing Data Clearinghouse webpages, published reports, and maps were used.

The Sunrise Apartment is located within .25 miles of the project site. Sunrise Apartment is managed by an affordable housing developer and is funded by various programs of the Florida Housing Finance Corporation such as the State Apartment Incentive Loan (SAIL) and the Multifamily Mortgage Revenue Bonds (MMRB). The Sunrise Apartments has 99 units. Within .5 miles of the project site exists the Orange Avenue Apartments which is a Housing Choice Voucher/Section 8 property managed and administered by the Tallahassee Housing Authority with federal funds from the U.S. Department of Housing and Urban Development (HUD). The Orange Avenue Apartments has 200 units.

Demographic Data

The project site is located within census tract 10.01 and 10.02. The American Fact Finder tool of the U.S. Census was used to search census tract data based on the 2017 American Community Survey 5-year estimates. Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Approximately 5,382 people live within census tracts 10.01 and 10.02. Ages 20-24 are the largest age group in both census tracts. Census tract 10.01 is comprised of 86% Black or African-Americans, and census tract 10.02 is comprised of 91% Black or African-Americans. The average income in census tract 10.01 is \$32, 744 and the average income in census tract 10.02 is \$43,166.

POPULATION						
Subject	Census Tract 10.01, Leon County, Florida			Census Tract 10.02, Leon County, Florida		
	Total	Male	Female	Total	Male	Female
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Total population	2,863	1,144	1,719	2,519	1,021	1,498
AGE						
Under 5 years	195	106	89	254	171	83
5 to 9 years	208	70	138	115	51	64
10 to 14 years	126	18	108	75	28	47
15 to 19 years	356	155	201	315	73	242
20 to 24 years	725	354	371	801	296	505
25 to 29 years	144	37	107	122	37	85
30 to 34 years	196	39	157	128	62	66
35 to 39 years	238	84	154	110	57	53
40 to 44 years	98	25	73	111	66	45
45 to 49 years	172	82	90	87	16	71
50 to 54 years	105	38	67	110	71	39

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55 to 59 years	69	32	37	133	33	100
60 to 64 years	56	13	43	56	14	42
65 to 69 years	64	30	34	37	26	11
70 to 74 years	49	41	8	29	8	21
75 to 79 years	15	15	0	13	7	6
80 to 84 years	24	5	19	5	5	0
85 years and over	23	0	23	18	0	18

RACE/ETHNICITY		
	Census Tract 10.01, Leon County, Florida	Census Tract 10.02, Leon County, Florida
	Estimate	Estimate
Total:	2,863	2,519
Population of one race:	2,761	2,503
White	211	206
Black or African American	2,464	2,297
American Indian and Alaska Native	15	0
Asian alone	32	0
Native Hawaiian and Other Pacific Islander	0	0
Some other race	39	0
Population of two or more races:	102	16
Two races including Some other race	0	0
Two races excluding Some other race, and three or more races	102	16
Population of two races:	92	16
White; Black or African American	63	16
White; American Indian and Alaska Native	0	0
White; Asian	0	0
Black or African American; American Indian and Alaska Native	5	0
All other two race combinations	24	0
Population of three races	10	0
Population of four or more races	0	0

INCOME								
Subject	Census Tract 10.01, Leon County, Florida				Census Tract 10.02, Leon County, Florida			
	Households	Families	Married- couple families	Nonfamily households	Households	Families	Married- couple families	Nonfamily households
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Total	1,011	489	151	522	746	405	178	341
Less than \$10,000	25.1%	29.7%	7.3%	20.9%	10.6%	8.4%	0.0%	13.2%
\$10,000 to \$14,999	11.8%	9.8%	16.6%	13.6%	0.8%	2.7%	0.0%	0.0%
\$15,000 to \$24,999	12.9%	12.9%	6.6%	12.8%	9.9%	12.6%	7.9%	8.8%

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\$25,000 to \$34,999	12.1%	6.1%	2.6%	17.6%	20.4%	20.2%	16.9%	20.5%
\$35,000 to \$49,999	12.9%	16.0%	12.6%	14.4%	19.3%	23.5%	21.3%	17.3%
\$50,000 to \$74,999	15.4%	13.9%	33.1%	15.7%	24.3%	15.8%	21.9%	29.6%
\$75,000 to \$99,999	6.2%	7.6%	15.9%	5.0%	9.7%	9.1%	14.6%	8.5%
\$100,000 to \$149,999	3.7%	4.1%	5.3%	0.0%	5.1%	7.7%	17.4%	2.1%
\$150,000 to \$199,999	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
\$200,000 or more	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Median income (dollars)	25,208	23,935	54,063	27,772	42,500	42,411	50,761	36,992

EDUCATION BY AGE GROUP						
Subject	Census Tract 10.01, Leon County, Florida			Census Tract 10.02, Leon County, Florida		
	Total	Male	Female	Total	Male	Female
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Population 18 to 24 years	836	383	453	1,030	328	702
Less than high school graduate	148	88	60	116	62	54
High school graduate (includes equivalency)	133	9	124	276	100	176
Some college or associate's degree	543	286	257	568	150	418
Bachelor's degree or higher	12	0	12	70	16	54
Population 25 years and over	1,253	441	812	959	402	557
Less than 9th grade	62	26	36	17	5	12
9th to 12th grade, no diploma	169	80	89	71	37	34
High school graduate (includes equivalency)	330	148	182	328	125	203
Some college, no degree	283	69	214	249	110	139
Associate's degree	140	22	118	78	14	64
Bachelor's degree	176	34	142	150	68	82
Graduate or professional degree	93	62	31	66	43	23
Population 25 to 34 years	340	76	264	250	99	151
High school graduate or higher	314	76	238	209	70	139
Bachelor's degree or higher	113	35	78	30	5	25

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Population 35 to 44 years	336	109	227	221	123	98
High school graduate or higher	299	99	200	221	123	98
Bachelor's degree or higher	90	33	57	76	51	25
Population 45 to 64 years	402	165	237	386	134	252
High school graduate or higher	327	130	197	373	134	239
Bachelor's degree or higher	37	18	19	75	36	39
Population 65 years and over	175	91	84	102	46	56
High school graduate or higher	82	30	52	68	33	35
Bachelor's degree or higher	29	10	19	35	19	16

Project: Orange/Meridian Placemaking
February 4, 2020

Recreational Facilities

Staff used the Tallahassee-Leon County GIS Park Finder application to determine the existence of recreational facilities immediately near the project site, and Leon County Public Works and Trailahassee websites for the existence of trails and canopy roads.

Parks

The City of Tallahassee has joined the national 10-Minute Walk campaign. This partnership between the National Recreation and Park Association, The Trust for Public Land, and the Urban Land Institute ensures that there is a park within a 10-minute walk of every person, in every neighborhood, in every city across America. The goal of this campaign is to increase equitable park access and quality through local policy changes, master planning efforts, and increased funding.

Only one park/greenspace is located within a 10-minute walk, the Orange Avenue - Meridian Street Community Gathering Space which opened to the public in September 2019. Prior to this no park existed within a 10 minute walking distance from the homes closest to the project site.

Community Centers

No community centers are located within 0.25 miles of the project site. Within .5 miles of the project site are the Jack McLean Park Center and the Boys and Girls Club of the Big Bend. The community centers can be an avenue for disseminating project-related information since they service a large population from the immediate area.

Trails

No trails or canopy roads exist within 0.25 miles of the project site. Within .5 miles of the project site the Campbell Connector, a paved, shared use trail, connects Jack McLean Park & Capital City Parks. It crosses Tram Rd and ultimately connects to the St. Marks Trail.

Project: Orange/Meridian Placemaking
February 4, 2020

Land Uses and Special Districts

The Tallahassee-Leon County Zoning and Land Use, FEMA Flood Zone, and Economic Vitality map applications to determine inform the information presented in this section.

Stormwater Pond

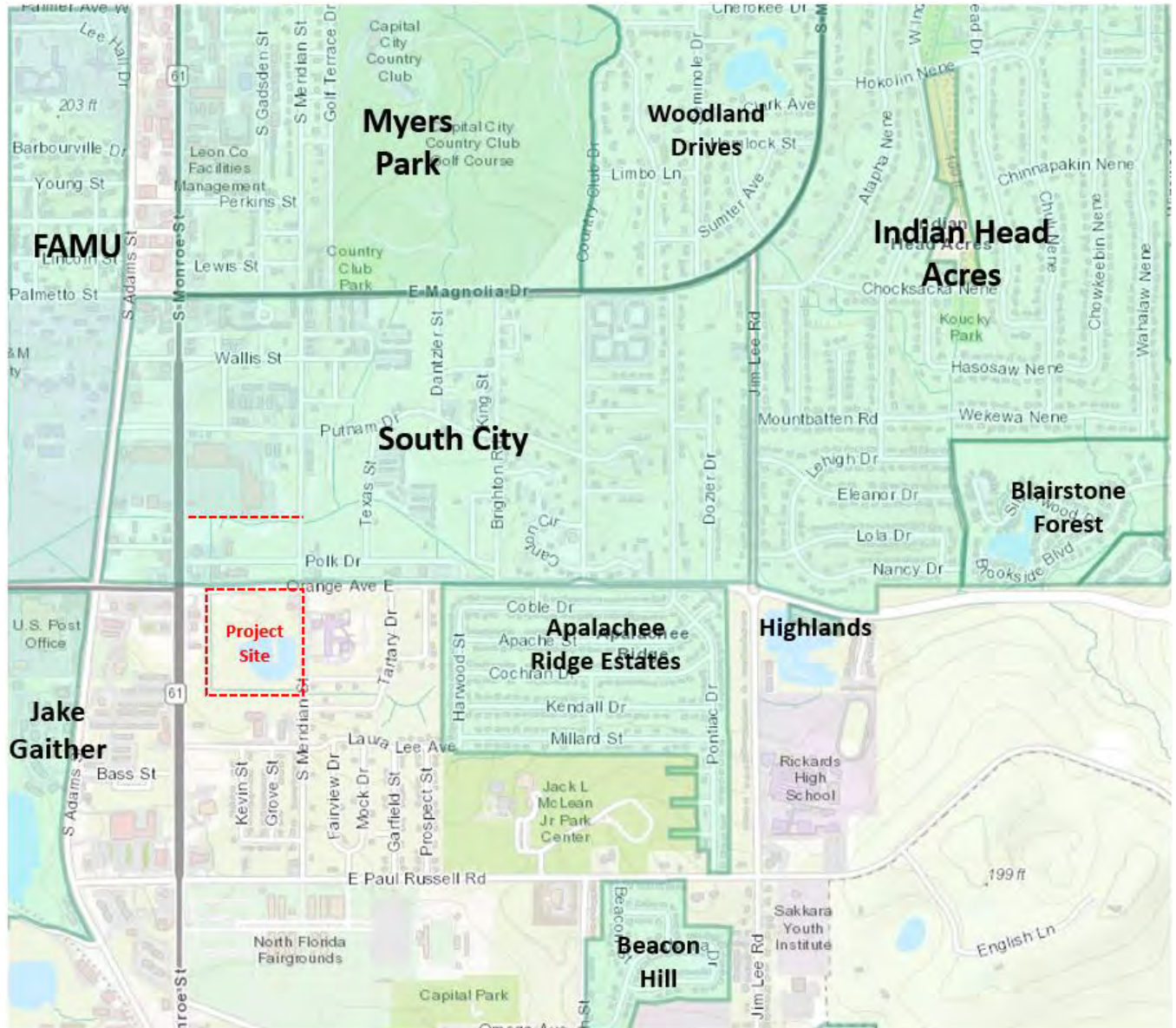
- *Located within an Opportunity Zone.* An opportunity zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment.
- *Located within a Historically Underutilized Business zone.* This designation promotes economic development and employment growth in distressed areas by providing access to more federal contracting opportunities.
- *Located in the Southern Strategy Area.* This strategy was established to encourage a growth pattern in the southern part of the City of Tallahassee as well as adjacent portions of unincorporated Leon County as a counterbalance to the rapid growth pattern in the northern and eastern areas of the community. The Southern Strategy Area covers about 17½ square miles, or nearly 11% of the area inside the Urban Service Area boundary.

East Drainage Ditch

- *Located in an Urban Jobs Tax Credit area.* The Urban Job Tax Credit Program offers an incentive for eligible businesses located within one of the designated urban areas to create new jobs. These tax credits are provided to encourage meaningful employment opportunities that will improve the quality of life of those employed and to encourage economic expansion of new and existing businesses in urban areas of Florida.
- *Located within the Frenchtown/Southside CRA district.*
- *Located in a Brownsville Area* which means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination. These areas are **eligible for Florida's Brownfield** Program which offers businesses or developers a set of regulatory and financial incentives to clean up and redevelop a Brownfield site.
- *Located within a Historically Underutilized Business zone.* This designation promotes economic development and employment growth in distressed areas by providing access to more federal contracting opportunities.
- *Located in the Southern Strategy Area.* This strategy was established to encourage a growth pattern in the southern part of the City of Tallahassee as well as adjacent portions of unincorporated Leon County as a counterbalance to the rapid growth pattern in the northern and eastern areas of the community. The Southern Strategy Area covers about 17½ square miles, or nearly 11% of the area inside the Urban Service Area boundary.

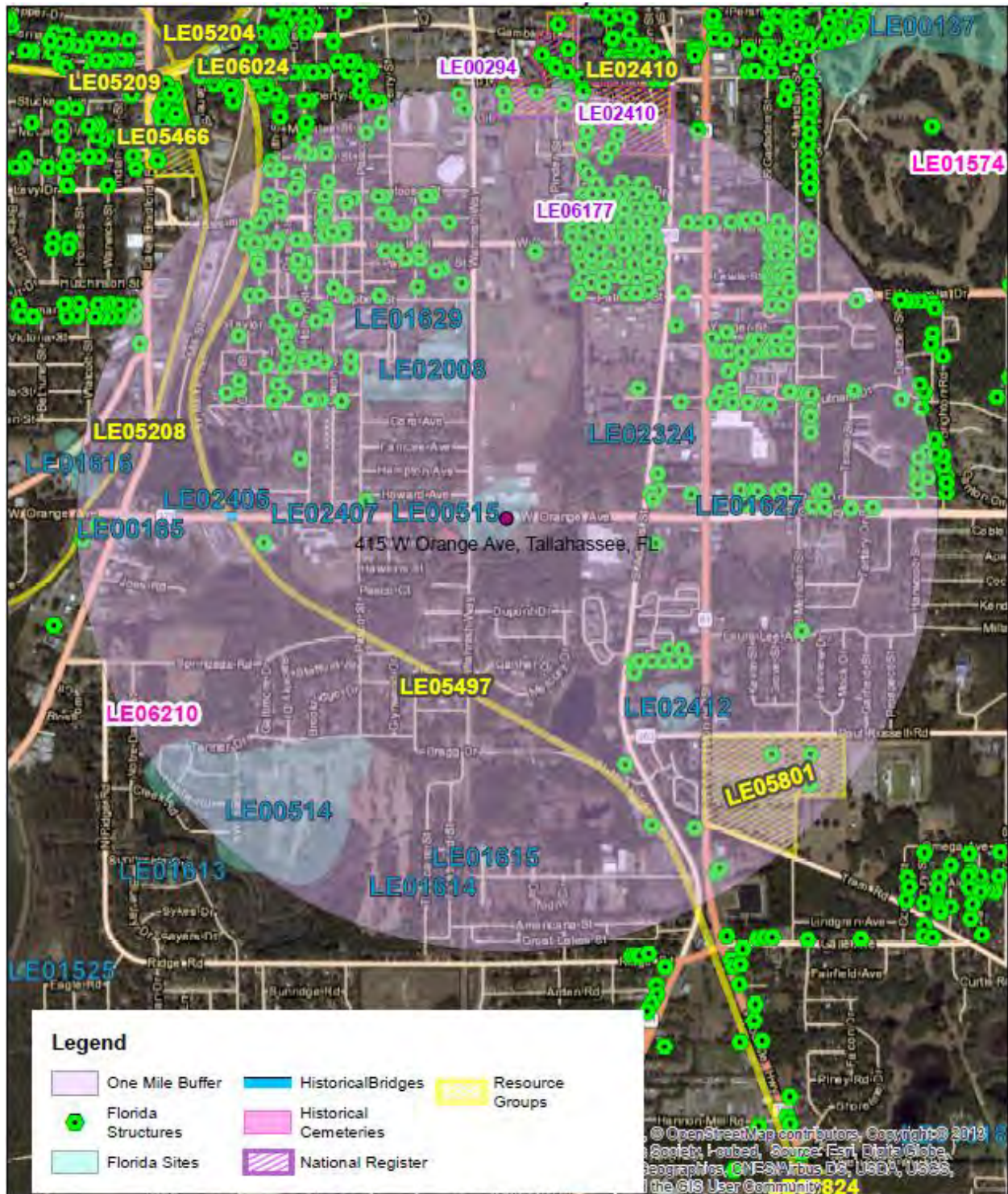
Project: Orange/Meridian Placemaking
February 4, 2020

APPENDIX A – Neighborhoods Near Orange/Meridian Site



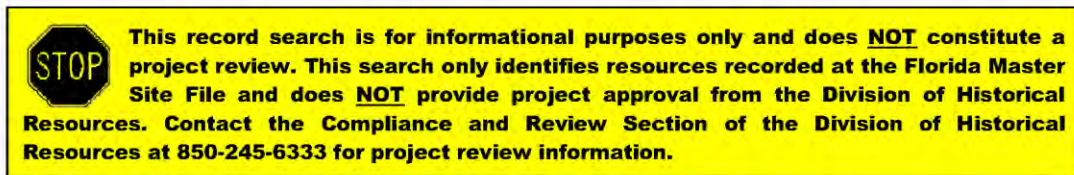
Project: Orange/Meridian Placemaking
February 4, 2020

APPENDIX B - Florida Master Site File Search Results



Project: Orange/Meridian Placemaking
February 4, 2020

APPENDIX C – Florida Master Site File Search Result Letter



October 21, 2019



Tatiana M. Daguillard
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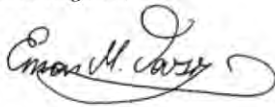
In response to your inquiry of October 21, 2019, the Florida Master Site File lists 13 archeological sites, 318 standing structures, three resource groups and one historic cemetery found at **415 W Orange Ave.**, Tallahassee, Florida. The search includes 1-mile APE as submitted with search request.

When interpreting the results of this search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Federal, State and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,



Eman M. Vovsi
Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

Municipality	Percent for Art	Municipal Participation	Private Developers	Minumum/Threshold	Cap/Max per Project	Exclusions	Ordinance	Special Notes
Bradenton	public art funded by TIFF tax funding generated from the Downtown and 14th St CRA's	Yes	No	N/A	N/A	N/A	TIFF tax mechanism resulted from 2009 Realize Bradenton Cultural Master Plan developed by the Knight Foundation in tandem with Bradenton Culture and Business Alliance	Recognizes public art as an important program to help revitalize downtown and its surrounding neighborhoods.
Bonita Springs	1 percent	Yes	No	A. None for original construction. B. \$100,000 for renovations.	100000	Public buildings not used by public and in which public employees do not regularly work.	No. 05-18	Allocation made to public art fund at time construction or renovation begins.
Boynton Beach	1 percent	Yes	Yes	250000	None	A. Remodel/repairs due to fire or natural disaster. B. Affordable housing. C. Single-family and two-family in-fill housing.	Ordinance 05-060, codified as Article XII, Chapter 2 of the Code of Ordinances of the City of Boynton Beach.	Encompasses any construction, redevelopment or structural alteration of a private or public building within the city limits.
Clearwater	1 percent	Yes	Yes	\$500,000 for CIP. \$5 million for private development.	200000	A. For CIP, street resurfacing,, major drainage, wastewater and below-grade utilities are excluded. B. For private development projects, projects with an Aggregate Job Value under \$5 million and affordable housing are excluded.	Ordinance 7489-05, codified as Division 24, Community Development Code, sections 3-2401-3-2407.	* Notes that > 300 communities throughout the U.S. have implemented public art programs. * Included within ambit of eligible CIP are buildings, greenways, new roads, parking facilities, bridges and other above-ground projects.
Coconut Creek	\$0.50 SF for new construction; \$0.25 SF for remodeling	Yes	Yes	12,500 square feet in gross floor area	None	A. For CIP, public works and utilities are excluded. B. For private developers, residential construction is excluded. C. Remodeling/repairs due to fire or natural disaster are excluded.	Ordinance 2008-008, codified as sections 13-143 to 13-146, Division 1, Article II, Chapter 13, Coconut Creek Code of Ordinances.	* Parking garages, structures and decks are subject to public art fee if > 12,500 SF. * Ordinance specifies in-lieu-of rate for cash contributions by developers of \$0.40 SF for new construction and \$0.20 SF for remodels/conversions.
Coral Gables	1 percent	Yes, but allocations dedicated for restoration, maintenance and acquisition of Historic Public Art.	Yes	\$1 million for non-municipal projects, adjusted annually based on CPI.	None	A. Single family homes are excluded. B. Blanket exclusion for accredited college/university that maintains on-campus public art collection of 30 or more works.	Ordinance enacted in 2007 codified as Division 20, Article 3 of the Zoning Code of the City of Coral Gables.	* Notes that > 300 communities throughout the U.S. have implemented public art programs. * Historic Public Art allocations codify 1985 policy recognizing Coral Gables' responsibility for its numerous fountains, plazas, entrances, murals, sculptures, decorative features and other historic landmarks.

Coral Springs	\$0.50 SF for new construction; \$0.25 SF for remodeling	Yes	Yes	12,500 square feet in gross floor area.	None	A. Development, redevelopment, remodeling and conversion in residential districts is excluded. B. Development, redevelopment, remodeling and conversion in mixed-use or multi-family districts is excluded if on a plot of less than 1 acre.	Ordinance 2003-114 as amended by Ord. 2008-100, codified in Chapter 6 of Land Development Code of City of Coral Springs.	* Notes that > 300 communities throughout the U.S. have implemented public art programs. * Ordinance specifies in-lieu-of rate for cash contributions of \$0.40 SF for new construction and \$0.20 for remodels/conversions. * Contributions are referenced in 2003 dollars, which are adjusted annually based on CPI.
Delray Beach	1.5 percent	Yes	No	200000	None	None	Section 8.5.1 of City of Delray Beach Land Development Regulations.	* Program adopted in 2005. * City raided public art fund in March, 2012 because of \$3 million budget deficit.
Dunedin	1 percent	Yes	Private owners and developers are encouraged, but not required, to participate in Public Art and Beautification Program.	1000000	250000	A. Buildings not used directly by the general public are excluded.	Ordinance 08-24, codified as sections 134-3000 through 134-3002, Division 34, Chapter 134 of the Code of Ordinances of the City of Dunedin	*Notes that > 300 communities throughout the U.S. have implemented public art programs.
Fort Myers	0.75 percent	Encouraged, but not required	Encouraged, but not required	250000	75000	A. site work; B. Lee County school district properties; C. single-family residential developments of less than 25 lots; and D. multi-family residential developments of less than 50 residential units.	Ordinance 118.7.7	* Provides for reduction of contribution to 1 percent for private developers who make cash contributions to public art fund in lieu of placing art on site. * Requires disbursements for public art to be distributed equally among all wards within the city.
Fort Worth	2 percent	Yes	No.	None	None	A. Real property acquisition is excluded. B. Demolition costs are excluded.	Ordinance #14794 codified as Fort Worth Code of Ordinances, Chapter 2, Title III, Division 2, Sections 2-56 through 2-61.	* Adopted 10/02/01. * Applies to all CIPs as well as operating budget for water and sewer fund. * Requires that all applications for grants of \$100000 or more include request for public art allocation.
Gainesville	1 percent	Yes	No	A. None for new construction. B. \$100,000 for renovations.	100000	A. Public buildings not used by public and in which public employees do not regularly work are excluded. B. Land acquisition costs, equipment and furniture costs are excluded.	Ordinance 3509 codified as Chapter 5.5 of City of Gainesville Code of Ordinances.	* Site work and supervision are included. * Utility and public works operation centers, processing plants, staging centers and warehouses are included but tanks, pipes, controls and boilers are excluded from public art fee.

Homestead	1.5 percent for municipal CIPs	Yes	Yes	1000000	100000	A. interior/exterior modificaitons, additions or new construction of single family homes with a project cost under \$1,000,000; B. developments for commercial sale of less than 3 residential units; C. schools; D. churches; E. places of worship; and F. repairs/rehabs necessitated by fire or natural disaster.	Ordinance 2010-04-11 as amended by Ordinance 2012-02 and 2011-22, codified in Article V (Public Art Program), Chapter 32 (Design Standards), Homestead City Code.	<p>* Municipal CIPs subject to 1.5 percent public art fee imposed by Miami-Dade Art in Public Places Ordinance.</p> <p>* Homestead established its own AIPP ordinance in 2010 that extends public art requirement to private development.</p> <p>* Reduced art fee from 1 to half a percent for private developers in 2011 in recognition of the prolonged economic recession and local real estate market conditions.</p> <p>* Increased threshold for imposition of public art fee for private developers for same reason.</p> <p>* Decreased max/cap of public art contribution from \$500,000 to \$100,000 for private developers for same reason.</p> <p>* Faced with same conditions, City of St. Petersburg went in other direction by decreasing threshold and caps and increasing public art percentage (see below).</p>
	0.5 percent for private developers							
Jacksonville	0.75 percent	Yes	No	100000	None	None		<p>* Jacksonville public art program originally adopted in April of 1997.</p> <p>* Program has generated more than \$3 million for public artworks.</p>
Key West	1 percent	Yes	Yes	A. \$500,000 for new construction. B. \$100,000 for renovations.		<p>A. New construction and renovations excluded if not qualified as "major development plans" pursuant to Chapter 108 of City of Key West Code of Ordinances.</p> <p>B. Architectural fees and engineering costs.</p> <p>C. Asbestos abatement and other environmental preparation.</p> <p>D. Site work.</p>	Ordinance 11-01, codified as Chapter 2 of the City of Key West Code of Ordinances	<p>* Program depended on donations from inception in 2000 until January, 2011.</p> <p>* Program made mandatory to "stimulate the vitality and economy of Key West" and contribute toward "making Key West the Island of the Arts."</p> <p>* Key West anticipating \$100 million in new projects in 2013.</p>
Lauderhill	1 percent	Yes	Yes	None	None	<p>Excluded are:</p> <p>A. Public works, utilities and non-facility infrastructure.</p> <p>B. Remodel/repairs due to fire or natural disaster.</p> <p>C. Affordable housing.</p> <p>D. Residential renovations, rehabs and repairs.</p> <p>E. Single-family residential dwellings already in existence on 9/13/04.</p>	Ordinance 040-08-162, codified as Article II, Chapter 6 of City of Lauderhill Code of Ordinances.	* Adopted 09/13/04.

Largo	1 percent	Yes	Yes	A. \$500,000 for CIPs. B. \$2 million for private development.	200000	Excluded from CIPs are street resurfacing, major drainage, wastewater, below grade utilities and annual repair/replacement projects.	Chapter 12 of City of Largo Comprehensive Development Code.	<p>* Notes that > 300 communities throughout the U.S. have implemented public art programs.</p> <p>* Includes within CIPs buildings, greenways, new roads, parking facilities, bridges, or other above ground projects.</p> <p>* Included within ambit of eligible private construction and development projects are new construction and renovations of commercial, industrial, mixed- use and residential projects and development s.</p> <p>* \$2 million threshold for private development was set after conversations with other cities which advised that considerably more staff time would be required to implement an ordinance utilizing a lower threshold. For example, the City of Clearwater had to add a full-time position to oversee the process.</p>
Miami Beach	1.5 percent	Yes	No	None	None	None	Ordinance 95-95-2985	<p>Established in 1884</p> <p>* Miami Gardens does not maintain its own public art program.</p> <p>* Instead, it contributes 1.5 percent of the cost of CIPs for public art as required by Miami-Dade County Art in Public Places Ordinance 2-11.15 (MDC-APP), which requires municipalities within Miami-Dade County to allocate funds for public art out of new CIPs.</p>
Miami Gardens	1.5 percent	Yes	No	None	None	None	Resolution No. 2010-09-1191 adopted 1-13-2010.	<p>* Rather than adopt and maintain its own program, Miami Gardens pays Miami-Dade County a fee of roughly 5% of the required allocation to implement and administer the program for covered municipal construction.</p>
Naples	\$1 per square foot	Yes	Yes	None	None	Excluded are: A. residential square footage; B. residential component of mixed use projects; C. parking structures and accessory uses serving on-site residential use; and D. utility projects that are inaccessible, such as storage tanks and transformers.	Ordinance 06-11447, amended by 07-11887 and 09-12573, codified as section 46-42 of the Code of Ordinances, City of Naples.	<p>* Notes that > 300 communities throughout the U.S. have implemented public art programs.</p> <p>* Program originally implemented 11/15/06.</p> <p>* Payment of the public art fee is required at the time of permit issuance.</p>
North Miami	1.5 percent	Yes	No	None	None	None	Ordinance 1291 adopted January 12, 2010.	*The North Miami public art ordinance mirrors Miami-Dade County Art In Public Places Ordinance 2-11.15 (MDC-APP).

Orlando	1 percent	Yes	No, except that a developer may only qualify for an increase in zoning density or intensity in the AC-3A/t district by contributing 1 percent of its total construction costs to the public art fund.	None	\$500,000 (public art fee applies to the first \$50 million of any CIP)	Ordinance of 12-12-1983, Doc. # 18230, codified as sections 2.168-2.175, Article XXIII, City of Orlando Code of Ordinances governs CIPs; Ordinance of 7-23-2001, sections 3-15, Doc.#33944, codified as Chapter 6B, Bonuses in Office, Mixed Use Corridor and Activity Center Districts.	* Notes that works of art, architectural enhancement and special landscape treatments must be an integral part of the City of Orlando if the city is to exemplify the quality of life embodied in the title "The City Beautiful." * City maintains a portable works collection in City Hall that provides intellectual and aesthetic enrichment to the community; encourages and promotes art and its appreciation throughout Central Florida; and focuses on but is not limited to works by Florida artists. * City Hall art collection also accommodates touring collections, student works and works loaned by museums, public and private collections.
Palm Beach Gardens	1 percent	No	Yes	1000000	None	A. Public art fee applies only to vertical construction costs. B. Site infrastructure is excluded. C. Parking garages are excluded. D. Residential development is excluded. E. The residential component of mixed use development is excluded.	Ordinance 11, 2002, Ordinance 17, 2004, Ordinance 1, 2007 and Ordinance 37, 2009, codified as Chapter 78, Division 6, Subdivision 1 (Art in Public Places) of the Code of Ordinances of the City of Palm Beach Gardens.
Pompano Beach	2 percent	Yes	No	None	None	Affordable housing projects.	Chapter 160, Title XV of the Code of Ordinances of the City of Pompano Beach. * CIPs include any building, structure, park, utility, street sidewalk or parking facility within the city limites. * Notes that the economic benefits of public art have been identified by the National Endowment for the Arts, which reports that every dollar spent by local government on the arts generates more than \$11 from the private sector in ticket sales and philanthropic donations. * Also notes that Americans for the Arts research reveals that cultural tourists tend to stay longer at their destinations, stay at higher quality hotels and spend more time and money in restaurants and on retail.

Port St. Lucie	1 percent	Yes	Yes	None	\$50,000 (only applies to first \$5 million) for any single capital project.	A. Excludes land costs. B. Excludes transportation and utility projects from eligible CIPs. C. Residential development defined to exclude single residential construction, but to include two or more single-family dwellings being built concurrently in the same subdivision and multi-family units by the same owner or contractor.	Ordinance 09-100	* Notes that a town with public art is a town that believes in itself, thinks creatively and feels deeply. * Includes residential and commercial development projects. * Includes within eligible CIPs construction/remodeling of city buildings, decorative and commemorative structures, parks, parking facilities and beautification projects.
Sarasota	0.5 percent	Yes, for public buildings on Governmental Use [G] zoned property located in Community Redevelopment Area as depicted in Community Redevelopment Plan adopted 9/22/1986	Yes, for multi-family, the non-residential portion of mixed-use and commercial buildings located in the Downtown Edge [DTE], Downtown Core [DTC], Downtown Bayfront [DTB], Commercial-Central Business District [C-CBD] zone or the Theater & Arts District [TAD] zone.	250000	250000	Exempted are: A. attainable housing units; B. individual condominium units.	Ordinance 00-4223 and 06-4664, codified as Article VII, Division 7 of the Sarasota Zoning Code.	* For projects with total construction budgets of less than \$1 million, the property owner or developer must make a cash contribution to the public art fund. * For projects in excess of \$1 million, the owner or developer can either install public art on site or make a contribution to the public art fund.

St. Petersburg	2 percent of the first \$2.5 million of construction cost of CIPs.	Yes	No	100000	500000	Section 5-56 of St. Petersburg Code of Ordinances.	<p>* Percent for Art program started in 1990.</p> <p>* Created collection of 73 public artworks through 06/30/12.</p> <p>* Noting the cost of some of the city's more recent public art projects ranged from a low of \$50,000 to \$160,000, St. Petersburg doubled percent for art on projects under \$2.5 million from 1 to 2 percent; doubled the percent from 0.5 to 1 percent on projects between \$2.5 and \$7.5; removed the \$7.5 million cap; added a 1 percent fee on projects from \$7.5 to \$10 million; added a 3/4 of one percent fee on projects exceeding \$10 million; and reduced the threshold for applicability from \$300,000 to \$100,000.</p> <p>* Also instrumental to these changes were costs of public art projects in neighboring cities, e.g. Face the Jury at \$90,000 on Pinellas County Courthouse, Lights on Tampa at \$150,000 on University of Tampa Plant Hall, and Cloud Gate (the bean) for \$23 million in Chicago's Millennium Park.</p>
	1 percent of construction cost of CIPS between \$2.5 and \$10 million.						
	3/4 percent of construction cost in excess of \$10 million.						
Sunrise	1 percent	Yes	No	\$1 million	None	<p>Base excludes: A. architectural and engineering fees; B. asbestos abatement and environmental preparation; and C. site work.</p> <p>Renovations are only included to the extent they constitute a major redesign of all or a portion of a public place</p>	Resolution No. 02-215
Tamarac	1 percent	Yes	Yes	None	None	Ordinance 0-2004-15, codified as Article XI, Chapter 5 of the Tamarac City Code.	* Includes development, redevelopment, renovation and repair of public, residential and private development.

Tampa	1 percent for municipal projects. 0.75 percent for private construction projects within the Central Business District as defined by 27-441 of City of Tampa Code where developer places public art on site; and 0.5 percent for in-lieu-of cash contribution.	Yes	Yes in CBD. Encouraged , but not required, to contribute 1 percent of construction costs of commercial projects citywide.	None	200000	Ordinance 2000-227, codified as Chapter 4, and Chapter 27, Article XVIII, section 27-436 and 27-441 of the Tampa Code of Ordinances.	* Includes public buildings, decorative or commemorative structures, parking facilities and parks within the city's geographical boundaries as they now or hereafter exist. * Notes that public art in private real estate development creates a competitive edge by attracting people who are curious about the artwork and therefore likely to pause to enjoy the artwork and return to experience it again while shopping, conducting business or visiting Tampa.
Tarpon Springs	1 percent	No	Yes	1000000	None	A. Development of single family lots is exempted. B. Affordable housing is exempted. C. Projects whose construction value is under \$1 million is exempted.	Ordinance 2008-30, codified as Article XVII of the Comprehensive Zoning and Land Development Code of Tarpon Springs
Village of Key Biscayne	1.5 percent	Yes	No	None	None	A. land acquisition	Section 2-141 through 2-146 of Article VII (Works of Art in Public Places), Chapter 2 (Administration) of Part II of the Key Biscayne, Florida Code of Ordinances. * Coincides with Miami-Dade County Art in Public Places Ordinance 2-11.15 (MDC-APP).
Village of Palmetto Bay	1.5 percent for municipal CIPs 1 percent in case of cash contributions by private developers to public art fund. 1.25 percent of proposed project development for private developers who choose to place public art on site.	Yes	Yes	\$250,000 generally \$750,000 for single-family residences	400000	A. land acquisition; B. off-site improvement costs; C. residential development of less than 3 units; D. facilities for social service agencies after public hearing; E. affordable housing; F. religious facilities; and G. reconstruction required by fire or natural disaster.	Ordinance No. 07-05 (3-5-2007) and 07-20 (6-18-2007), codified as Division 30-160 (Art in Public Places) of Article II (Land Development Code) of Chapter 30 (Zoning) of Village of Palmetto Bay Code of Ordinances * Specifically includes interior and exterior modifications, parking garages, mixed use property, and individual tenant improvements. * Preamble recognizes correlation between public art and increased property values. * Preamble expresses intent to create cultural legacy for future generations and chronicle history of the community. * Palmetto Bay was the first municipality in Miami-Dade County to have adopted its own art-in-public places ordinance in conjunction with the county's public art ordinance.

West Palm Beach	1 percent	Yes	No	None	<p>\$150,000 in any budget or FISCAL year.</p> <p>Excludes: A. public buildings, facilities and structures that do not permit public occupancy; B. basic road projects, including construction, resurfacing, curbing, drainage, striping and signalization; C. public utility projects; and D. land acquisition costs.</p>	<p>Ordinance 1913-85 and 2365-90, codified as 78-121 to 78-123 of the West Palm Beach City Code.</p>	<p>* Murals may be located anywhere in the city provided it is first approved by permit issued by the city building official in accordance with the procedures and criteria listed in this section. * The art in public places committee then decides if the permit should be issued based upon a finding that: A. the mural will enhance the aesthetic beauty of the area of its proposed location; B. the artist is capable of completing the work in accordance with the plans and specification; C. durability and maintenance; and D. value of adjoining or abutting properties will not be adversely impacted.</p>
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Blueprint Intergovernmental Agency Board of Directors Agenda Item #3

December 8, 2022

Title:	Authorization to Advertise and Award Construction Services for Phase 1 of the Northeast Gateway Project and Approval of a Budget Amendment to Advance State Infrastructure Bank Loan Funding
Category:	General Business
Intergovernmental Management Committee:	Vincent S. Long, Leon County Administrator Reese Goad, City of Tallahassee Manager
Lead Staff / Project Team:	Benjamin H. Pingree, Director, Department of PLACE Autumn Calder, Director, Blueprint Daniel Scheer, Blueprint Design and Construction Manager Martha Hodgson, Project Manager, Blueprint

STATEMENT OF ISSUE:

This agenda item requests authorization from the Blueprint Intergovernmental Agency Board (IA Board) to advertise and award, pursuant to Blueprint's Procurement Policy, construction services for Phase 1 of the Northeast Gateway Project. Construction services include the construction of the project, the construction engineering inspection (CEI) services, and design services for the duration of the construction phase. Phase 1 includes Welaunee Blvd. south of Interstate-10 (I-10) and the Bridge over I-10. This item also requests an amendment to the budget to advance State Infrastructure Bank (SIB) Loan funds from FY 2024 and FY 2025 to FY 2023 to make them available to construct the project in the current fiscal year.

FISCAL IMPACT:

This agenda item does have a fiscal impact. The current estimate for construction services for the Phase 1 Roadway is \$30,355,000 and the Phase 1 I-10 Bridge is \$8,741,000, totaling \$39,096,000. This agenda item requests a Budget Amendment to advance SIB Loan funding from FY 2024 (\$12,750,000), and FY 2025 (\$6,750,000) into FY 2023 in order to fully fund the construction of Northeast Gateway Phase 1. The project has a current balance of \$22,616,420. Including the current balance and the available SIB Loan, detailed in this item, the project will have \$42,116,420 available to fund the construction for Phase 1 in the current fiscal year. As part of a separate agenda item, staff is recommending the procurement of a historical survey of the New Hope community at a cost of up to \$75,000 which is available in the budget for this project.

RECOMMENDED ACTION:

- Option 1: Authorize Blueprint to advertise and award construction services for Phase 1 of the Northeast Gateway Project in accordance with Blueprint Procurement Policy.
- Option 2: Authorize a Budget Amendment to advance the SIB Loan funding currently allocated to FY 2024 (\$12,750,000) and FY 2025 (\$6,750,000) into the FY 2023 Budget.
- Option 3: Board Direction

SUPPLEMENTAL INFORMATION:

BACKGROUND

The **purpose** of the NE Gateway project is to: improve regional mobility and enhance connectivity for motorized and non-motorized users; and reduce transportation pressures on surrounding roadways resulting from existing, ongoing, and proposed development on adjacent properties.

Moreover, the project is **needed** to provide an alternative route for existing users of Centerville and Miccosukee Roads (two scenic roadways that are locally protected and designated as Canopy Roads), and to also help accommodate future growth within the Urban Services Area.

On opening day, this project will alleviate existing congestion on roadway networks within northeast Tallahassee, such as US 319 (Thomasville Road) and US 90 (Mahan Drive). In addition, the 2025 results from the Traffic Modeling Summary Report show a redistribution of existing traffic that yields more efficient roadway network utilization and subsequent relief for many of the regional arterial and collector roads in this area with the addition of the NE Gateway improvements. The reduction in vehicle miles traveled saves travel times and reduces vehicle utilization, which has tangible benefits with respect to reduced fossil fuel consumption and congestion.

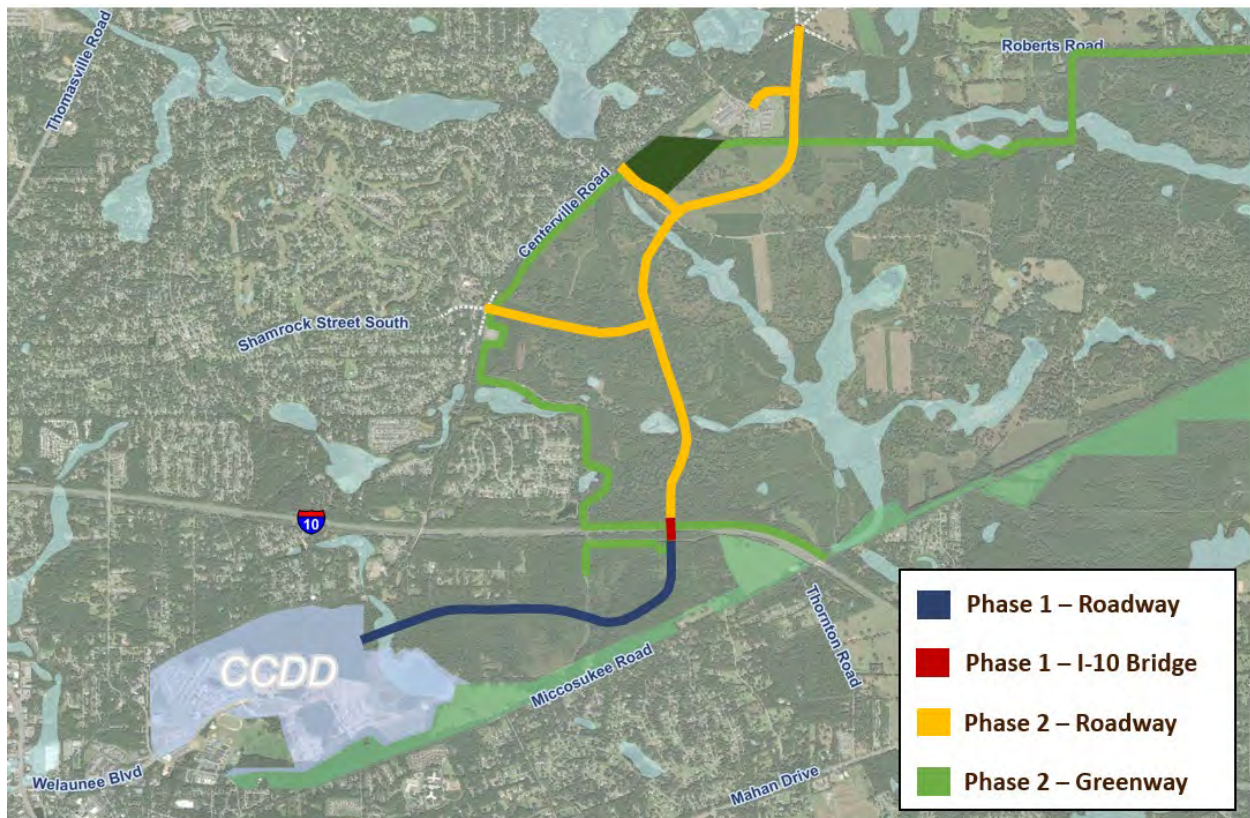
The project team has developed the final design plans based on the IA Board approved alignment, operational improvement options, and PD&E Study approved on January 30, 2020, April 8, 2021, and June 15, 2021 respectively. The final design plans will have been reviewed by Blueprint Staff, Florida Department of Transportation (FDOT), Leon County, and the City of Tallahassee for consistency with local requirements, IA Board approved options, and the approved PD&E study.

The project, including the future Welaunee Blvd. and I-10 interchange, has been a Capital Region Transportation Planning Agency (CRTPA) priority project since 2006. In addition, FDOT has contemplated in planning documents the potential future I-10 interchange at the proposed Welaunee Blvd. overpass since 2012.

As shown in Figure 1, the project will extend approximately 6 miles from its existing termini, approximately 1.25 miles east of Fleischmann Road, over I-10 to connect at the

existing intersection of Centerville Road, Bradfordville Road, and Roberts Road, with an extension of Shamrock Street South eastward from Centerville Road to connect at an intersection with Welaunee Blvd. There will also be a connection to Roberts and Montford schools, via the Pimlico Extension, and a future connection to the new Northeast Park, slated to be built in the vicinity. The project includes a new eight-mile Welaunee Greenway and associated trailheads that will connect with the Miccosukee Canopy Road Greenway to create a 17-mile loop.

Figure 1: Project Overview Map



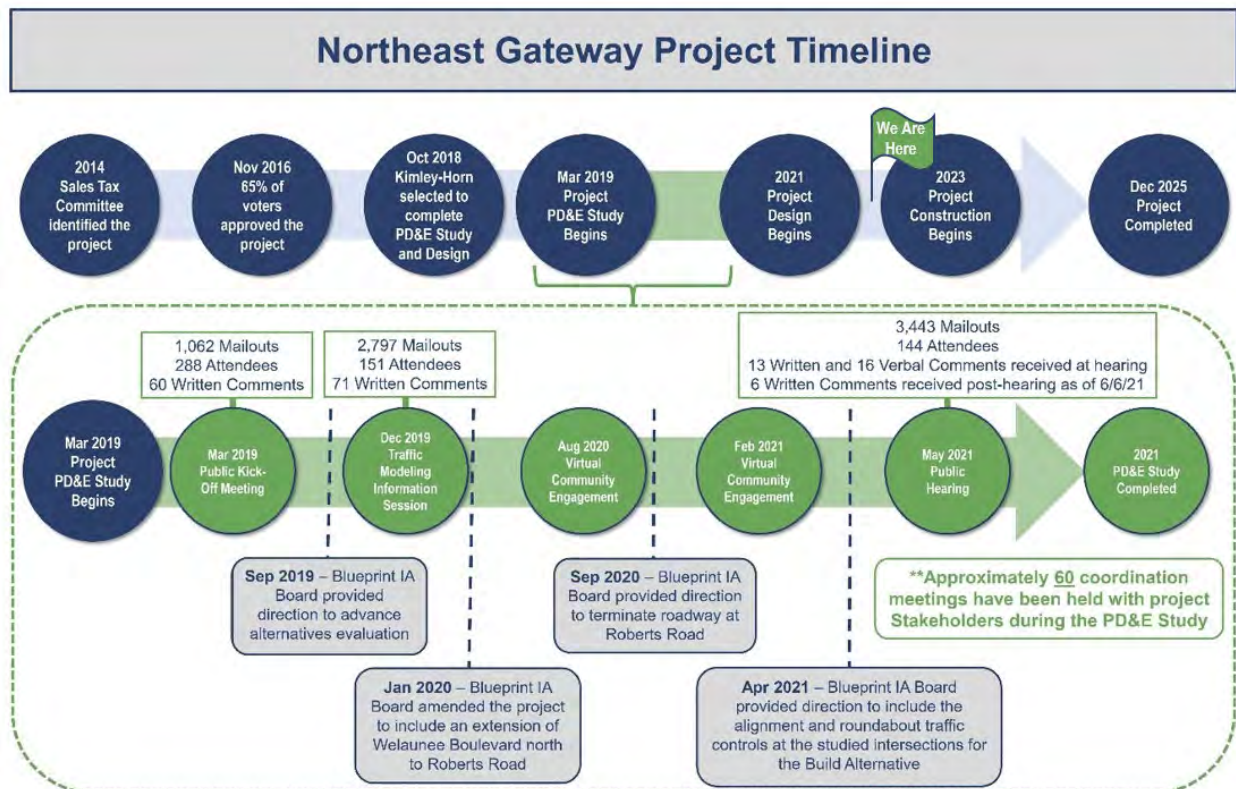
The project is proposed to be a two-lane, undivided roadway, consisting of urban and rural typical sections with 45- mph design speeds and includes sidewalks, multi-use trails, and stormwater treatment facilities. The project's right-of-way (ROW) is wide enough to accommodate a future, divided four-lane typical section. The project crosses over I-10 via an overpass and accommodates a future interchange with I-10. Blueprint has coordinated the bridge design with the FDOT, and received approval from the Federal Highway Administration (FHWA) for the I-10 overpass.

The proposed corridor from the eastern boundary of the Canopy Development to the Shamrock Street South Extension intersection will consist of two eleven-foot wide travel lanes (one in each direction) with a twelve-foot multi-use trail and eight-foot sidewalk. The proposed corridor from the Shamrock Street Extension and Welaunee Blvd. intersection north to the Centerville Road, Bradfordville Road, and Roberts Road

intersection will consist of two eleven-foot wide travel lanes (one in each direction) with a twelve-foot multiuse trail terminating at the Pimlico Drive Extension.

Additional information can be found at www.NEGateway.com.

Figure 2: Project Timeline and Milestones



DESIGN PHASE

The PD&E concluded that the build alternative and operational intersection solutions meet the local and regional transportation objectives for the impacted area studied. The final project solution includes the combined extensions of Welaunee Blvd. to Roberts Road and the Shamrock Street extension, a roundabout at Centerville Road and Shamrock South and a roundabout at the Welaunee Blvd., Centerville Road, Roberts Road, and Bradfordville Road intersection.

Since the approval of the PD&E Study in June of 2021 the project team has made significant progress in the completion of the Design Phase and ROW acquisition. The design phase, which began in 2021 as shown in Figure 2 above, includes engineering analysis of roadway, structures, and stormwater design, as well as the necessary surveys and environmental evaluations to identify and acquire ROW and obtain permits. Stakeholder engagement has been ongoing during this process, including design reviews and coordination with affected property owners.

Since completion of the PD&E Study, the following key accomplishments were achieved:

- Completion of 60% Design Plans for Phase 1 Welaunee Blvd. south of I-10
- Completion of 60% Plans for Phase 1 I-10 Bridge
- Development of 60% Design Plans (Anticipated December 2022) for Phase 2 Welaunee Blvd. north of I-10 Bridge
- Coordination early and often to establish effective communication with permitting agencies and other stakeholders, including City of Tallahassee, Leon County, Northwest Florida Water Management District, FDOT, and Florida Department of Environmental Protection.
- Greenway ROW acquisition completed (256 acres)
- Ongoing engagement with affected property owners for roadway ROW acquisition
- Collaborated with FDOT to leverage \$1.5 million Transportation Regional Incentive Program (TRIP) Grant for design
- FHWA approval for overpass bridge over I-10
- FDOT District 3 design coordination of the I-10 Overpass bridge
- Approval for single jurisdiction permitting pursuant to the City of Tallahassee/ Leon County Interlocal Agreement Environmental Permitting Cross-Jurisdictional Public Infrastructure Projects
- Coordination with the Northeast Park Project for the development of the Northeast Park Access Road
- Executed State Infrastructure Bank Loan Agreement with FDOT for \$25.5M

SUMMARY OF IA BOARD ACTIONS SINCE FEBRUARY 2016

The following summary details IA Board actions and direction to date regarding the Northeast Gateway Project.

February 29, 2016: IA Board approval of a funding strategy for the 2020 Northeast Gateway Sales Tax Extension project offering pre-funding of the project in advance of the 2020 Sales Tax Extension program. [Link to Agenda Item.](#)

September 12, 2016: IA Board approval to implement the first step to execute the approved funding strategy approved on February 29, 2016, and directed staff to proceed with the PD&E Study and Design. [Link to Agenda Item.](#)

June 13, 2017: IA Board approval to enter into a Joint Participation Agreement to fund the Dove Pond Regional Stormwater Facility. [Link to Agenda Item.](#)

June 21, 2018: IA Board approval of a funding strategy for the design and construction of Welaunee Blvd, segments 2 and 3, including authorization to negotiate a funding agreement with the Canopy Community Development District for future IA Board consideration. The Board also authorized Blueprint to award the PD&E Study contract. [Link to Agenda Item.](#)

December 13, 2018: IA Board approval of an Interlocal Agreement for the design and construction of Welaunee Blvd., Segments 2 and 3 with the City of Tallahassee and the CDD. [Link to Agenda Item.](#)

March 11, 2019: PD&E Project Kick-Off Meeting held at Holy Comforter Episcopal School where over 250 members of the community signed in. The Killearn Homes Association Board invited the project team to attend its March 2019 and May 2019 Board meetings for an update on the PD&E process. [Link to Meeting Materials.](#)

June 27, 2019: IA Board authorization to enter into an Agreement with FDOT to accept TRIP funding in FY 2023 to reimburse Northeast Gateway Project expenditures made in FY 2020 and FY 2021. On September 19, 2016, the CRTPA adopted an updated Regionally Significant Roadway Map and a TRIP Project Priority List that includes the Northeast Gateway, Welaunee Blvd. Project. [Link to Agenda Item.](#)

September 5, 2019: The IA Board directed the project team to advance a traffic and cost analysis for multiple roadway corridors for the Northeast Gateway project to extend the PD&E traffic study to include the alternative routes of Roberts Road, possibly Thornton Road as well, and the traffic impact on Fleishman Road, to Olson Road, to Raymond Diehl Road, to Killearn Center Blvd. [Link to Agenda Item.](#)

December 12, 2019: The IA Board directed staff to proceed with the substantial amendment process to revise the NE Gateway project description. The amended project description provides for the extension of Welaunee Blvd. north of I-10 to Roberts Road and also to provide the Shamrock Extension as necessitated by the PD&E Traffic Study. [Link to Agenda Item.](#)

January 30, 2020: The IA Board conducted the second public hearing and voted to substantially amend the NE Gateway project description. The amended project description provides for the extension of Welaunee Blvd. north of I-10 in the vicinity of Roberts Road and also to provide the Shamrock Extension as necessitated by the PD&E Traffic Study. [Link to Agenda Item.](#)

July 9, 2020: The IA Board directed staff to provide an analysis of the Buckhead HOA traffic engineer proposed NE Gateway alignment. [Link to Agenda Item.](#)

September 17, 2020: Staff delivered the analysis of the proposed Buckhead HOA traffic engineer alternative NE Gateway alignment. The IA Board directed staff to maintain the roadway alignment that was proposed as part of the January 30, 2020 substantial amendment with a connection at Roberts Road and Centerville Road. [Link to Agenda Item.](#)

April 8, 2021: IA Board directed staff to finalize the PD&E with recommended final alignment and the two intersection treatments at Shamrock Street and Centerville Road; Centerville Road, Roberts Road, Bradfordville Road, and Welaunee Blvd. [Link to Agenda Item.](#)

May 27, 2021: IA Board directed staff to hold a 'Special Meeting' in June 2021 to evaluate the Final PD&E report inclusive of all public comment that concluded on June 7, 2021. [Link to Agenda Item.](#)

June 15, 2021: IA Board approved the Draft Final NE Gateway PD&E Study. [Link to Agenda Item.](#)

February 24, 2022: IA Board approved resolution authorizing the issuance of the Series 2022 bond that included funding for the Northeast Gateway Project and approved a resolution authorizing the SIB Loan from FDOT in the amount of \$25,500,000. [Link to Agenda Item.](#)

December 8, 2022: *Staff requests that the IA Board authorize construction of Phase 1 of the Northeast Gateway Project.*

ANALYSIS:

This agenda item requests authorization from the IA Board for the procurement of construction services for Phase 1 of the Northeast Gateway Project. The construction of the Northeast Gateway Project represents a major milestone in the completion of this project, following a 31-month PD&E process, and 18-month design phase. As detailed in this agenda item, the PD&E process was completed on June 15, 2021 with the IA Board Approval of the PD&E Study. Consistent with the approved PD&E Study, the design of Phase 1 is nearing completion and the project will be ready to advertise for construction in early 2023. Construction work is anticipated to begin in spring 2023 with IA Board approval of Options 1 and 2.

The project is planned to be constructed in two major Phases. Phase 1 includes Welaunee Blvd. south of I-10 and the Bridge over I-10. Phase 2 includes Welaunee Blvd, Shamrock Street Extension, Pimlico Extension, and Northeast Park Access Road north of I-10 in the Welaunee Arch, and the Welaunee Greenway. Phasing the project construction is a reasonable approach based on the unique characteristics of the project area. South of I-10, Welaunee Blvd. requires no ROW acquisition and has fewer wetland impacts resulting in a significantly shorter permitting duration compared to the project area north of I-10. Similarly, the construction of the I-10 Bridge requires ROW that is in the process of being dedicated from a single landowner. In contrast, Welaunee Blvd. north of the I-10 Bridge has a longer permitting process and ROW to be acquired from multiple landowners. The cost estimates will continue to be updated as the project moves forward, and the FY 2024 Budget Workshop will provide options for the bond issuance as prices continue to fluctuate into the future. Phasing the project will also provide a clearer picture of actual construction costs and maximized efficiency in implementing the project.

The NE Gateway project includes over 7 miles of new roadway and multimodal facilities that will provide regional relief to the major transportation corridors in Leon County, as well as adding eight miles of new recreational trails through the Welaunee Greenway. The current project cost estimate for all phases is \$89.5 million and \$10.1 million has been spent to date on design and PD&E in addition to the purchase of the ROW for the greenway portion of the Phase 2 project. The purchase of the 256 acre greenway ROW

totaled \$5.3 million and proceeded ahead of schedule in Fiscal Year 2023 as an agreement was reached with the owner of the greenway property. An additional \$2.4 million is encumbered to complete the design portion of the project.

On February 24, 2022, the IA Board approved a resolution authorizing the SIB Loan from FDOT in the amount of \$25.5 million. On March 7, 2022, the SIB Loan Agreement was executed, see Attachment #1 for the Agreement. Presented as Option #2, this item requests a Budget Amendment to advance the available SIB Loan funding from fiscal years 2024 and 2025 to the current fiscal year 2023. Advancing the SIB Loan funding allows Blueprint to maintain the scheduled implementation of the project and begin construction of both the Roadway and I-10 Bridge in the current fiscal year.

The request to advance funding is primarily related to the fact that the entire Phase 1 project will be set to go to construction in spring 2023 and the construction contracting process will proceed according to the Agency's procurement policy with CEI by Request for Proposal and construction to the lowest responsive bidder. The advance funding will also offset increased costs due to global inflation, labor shortages, and construction materials cost increases. As identified above and in the adopted Blueprint Infrastructure FY 2023-2027 Capital Improvement Program (CIP), the total estimated project cost is \$89.5 million. Thus far, \$10.1 million has already been spent on this project predominantly on design, PD&E, and greenway acquisition for Phases 1 and 2.

The project has a current balance of \$22.6 million. This agenda item requests a Budget Amendment to advance SIB Loan funding from FY 2024 (\$12,750,000), and FY 2025 (\$6,750,000) into FY 2023 in order to fully fund the construction of Northeast Gateway Phase 1. Combining the SIB Loan funding advancement with the current balance, the project will have \$42.1 million available for the construction for Phase 1 in the current fiscal year scheduled to begin in spring 2023. The Blueprint Budget Policy and Procedures require that a project cannot encumber funds that are not included in the available budget. To enter into contracts for construction services, the funds for the full contract amounts must be in the available balance of the project. Advancing the SIB loan funding into the FY 2023 budget provides the full funding for the Phase 1 construction and therefore allows for the beginning of construction in the current fiscal year. Without the budget amendment, construction of Phase 1 could be delayed until at least FY 2024. Once the \$39.1 million contemplated in this Phase 1 construction occurs, an estimated total of \$49.2 million will have been expended on this project.

The remaining balance to fund Phase 2, \$40.3 million, is programmed into the approved FY 2023-2027 CIP. The IA Board has approved a bonding strategy for a Fiscal Year 2024 issuance, and this additional project funding to conclude construction of this project will be met through this bond. The project cost estimate will continue to be refined as construction bids are received for Phase 1, Phase 2 moves into final design, and as the FY 2024 bond issuance gets closer.

SIB Loan disbursements are included in the adopted Blueprint FY 2023-2027 CIP for FY 2023 (\$6,000,000) and projected allocations for FY 2024 (\$12,750,000), and FY 2025 (\$6,750,000). The Blueprint CIP SIB Loan disbursements are based on the FDOT SIB

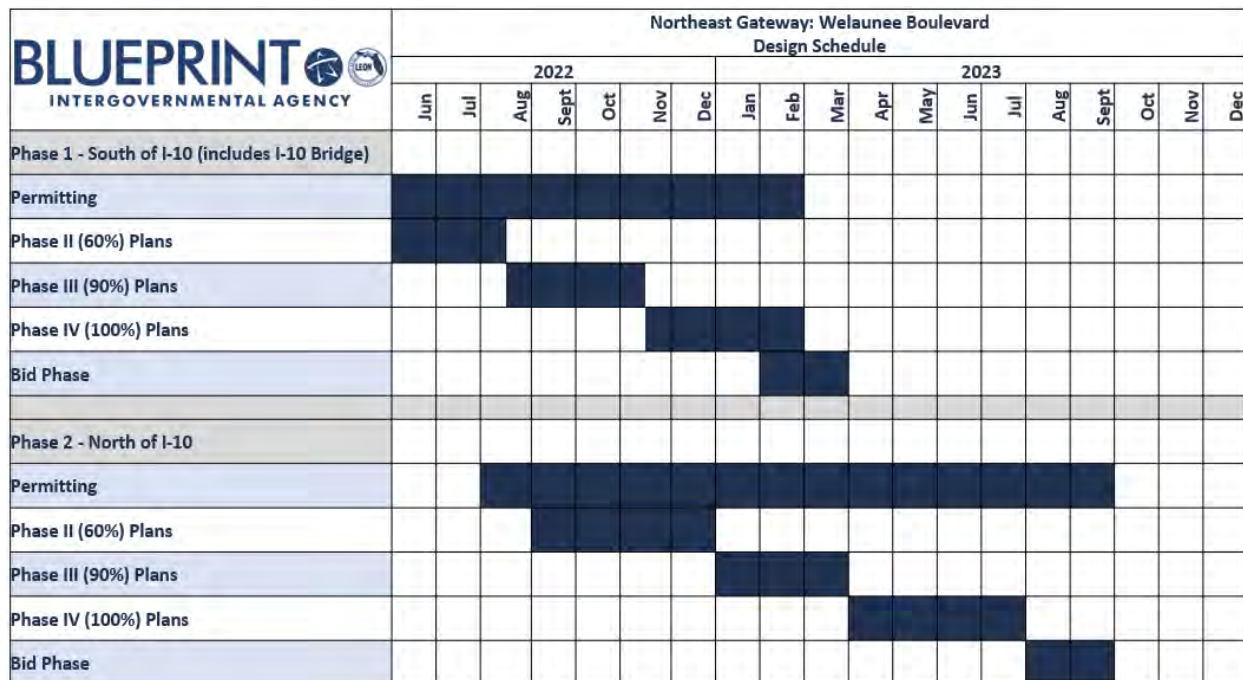
Loan Agreement Projected Loan Disbursement and Payment Schedule, included in Attachment #1. Per the Agreement, disbursements can be requested up to the entire loan amount (\$25.5 million) as soon as eligible expenditures occur. Any additional interest payment resulting from receiving the funds sooner will be minimal and accommodated in the upcoming Fiscal Year 2024 Budget process.

NEXT STEPS

Should the IA Board approve Options #1 and #2, a new Projected Loan Disbursement and Payment Schedule will be developed by FDOT and incorporated into the May 11, 2023 IA Board Budget Workshop materials. The Workshop materials will also provide an updated project cost estimate that incorporates the construction bid received for Phase 1, and Phase 2 will be further in design which provides the opportunity for a more precise estimate. Upon IA Board approval of the authorization to procure construction services, Blueprint will advertise and award, pursuant to Blueprint's Procurement Policy, contracts for construction and associated services for the Northeast Gateway Project. Listed below and shown in Figure 3 are the key steps for Phases 1 and 2.

Winter 2022:	Upon IA Board approval, procure construction services for the Northeast Gateway project Phase 1.
Spring 2023:	Construction begins on Phase 1.
Spring 2023:	Budget workshop on NE Gateway and all Blueprint projects
Fall 2023:	Request IA Board authorization to procure construction services for the Northeast Gateway project Phase 2 and Welaunee Greenway.
Spring 2024:	Construction begins on Northeast Gateway project Phase 2 and Welaunee Greenway
End of 2024:	Phase 1 construction complete
End of 2025:	Phase 2 construction complete

Figure 3: Project Schedule Phases 1 and 2



The construction of a new interchange at I-10 and Welaunee Blvd. has long been a goal of this project, and the NE Gateway project includes a bridge over I-10. However, the interchange is not a part of this phase. The actual interchange development study and design will be dependent on approval by FDOT and the FHWA. In order to justify the interchange, the road leading to the interchange (Welaunee Blvd) must be substantially underway. The interchange development study process would take approximately 24 to 36 months to complete before construction of the interchange can begin.

Action by the CAC: This agenda item was presented to the CAC at their November 16, 2022 meeting as a status update.

OPTIONS:

- Option 1: Authorize Blueprint to advertise, negotiate, and award, in accordance with the Blueprint Procurement Policy, construction services contracts for Phase 1 of the Northeast Gateway Project.
- Option 2: Authorize a Budget Amendment to advance the SIB Loan currently allocated to FY 2024 (\$12,750,000) and FY 2025 (\$6,750,000) into the FY 2023 Budget.
- Option 3: Board Direction

RECOMMENDED ACTION:

- Option 1: Authorize Blueprint to advertise and award construction services for Phase 1 of the Northeast Gateway Project in accordance with Blueprint Procurement Policy.
- Option 2: Authorize a Budget Amendment to advance the SIB Loan allocated to FY 2024 (\$12,750,000) and FY 2025 (\$6,750,000) into the FY 2023 Budget.

Attachment:

1. SIB Loan Agreement



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**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

AND

**LEON COUNTY – CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY**

**STATE-FUNDED
STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

Catalog of State Financial Assistance (CSFA): 55.020

Contract Number: 82684

Financial Project Number: 449663-1-54-01

State of Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399-0450

STATE-FUNDED STATE INFRASTRUCTURE BANK LOAN AGREEMENT

THIS AGREEMENT is dated as of March 7, 2022, and is entered into between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department"), and the LEON COUNTY – CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY, a legal entity of local government under the laws of Florida (the "Borrower").

RECITALS

A. Section 339.55, Florida Statutes (the "State Act"), creates within the Department a State-funded infrastructure bank ("SIB"). Under the State Act, the Department is authorized to make loans to governmental units and private entities to finance the construction, reconstruction, and improvement of transportation facilities that are on the State Highway System or that provide for increased mobility on the State's transportation system or provide intermodal connectivity with airports, seaports, rail facilities, and other transportation terminals.

B. The Borrower has applied for a SIB loan for the Project (as hereinafter defined).

C. The Department has determined that the Project meets all requirements for a SIB loan.

AGREEMENT

In consideration of the Department making the Loan to the Borrower, in the principal amount and pursuant to the covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Department and the Borrower agree as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" means this loan agreement and all exhibits and schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

(2) "Agreement Date" means the date first written above by the Department.

(3) "Disbursement" means each disbursement of any portion of the principal amount of the Loan by the Department to the Borrower (in the aggregate, "Disbursements").

(4) "Effective Date" means the later of the Agreement Date or July 1 of the State Fiscal Year in which the Loan is programmed in the Department's Work Program.

(5) "Event of Default" has the meaning provided in Section 5.01.

(6) "Financing Rate" means the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan as set forth herein.

(7) "Interlocal Agreement" means the Second Amended and Restated Interlocal Agreement between the County and the City of Tallahassee, Florida, dated as of December 9, 2015, as amended by the First Addendum dated July 13, 2016 and Second Addendum dated May 9, 2017, which provides for transfer to the Borrower of seventy eight percent (78%) of the Sales Surtax collected by the Florida Department of Revenue.

(8) "Loan" means the loan made to the Borrower pursuant to this Agreement and the State Act in the maximum initial principal amount of Twenty Five Million Five Hundred Thousand and 00/100 Dollars (\$25,500,000.00).

(9) "Loan Application" means the completed forms which provide all information required to support the Borrower obtaining the Loan from the SIB.

(10) "Loan Payment" means the periodic loan payment due from the Borrower under the terms of this Agreement and any prepayment of the Loan (in the aggregate "Loan Payments").

(11) "Master Resolution" means the Borrower's Resolution Number 2020-06, authorizing the issuance of its Sales Tax Revenue Bonds in one or more series, adopted December 10, 2020, a copy of which is attached as Exhibit E.

(12) "Parity Obligation" means a note, bond or other indebtedness of the Borrower with a lien on the Pledged Revenues, or any part thereof, on parity with the lien of the Department under this Agreement (in the aggregate "Parity Obligations").

(13) "Pledged Revenues" means the specific revenues pledged as security for repayment of the Loan. The Pledged Revenues for repayment of the Loan shall be: i) the Sales Tax Revenues and ii) all moneys on deposit in the funds and accounts established under the Master Resolution and investment earnings thereon, but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account (as those terms are defined in the Master Resolution).

(14) "Project" means the transportation facility project financed by this Loan, consisting of construction of the Welaunee Boulevard extension in Leon County, Florida, as further described in the summary specifications included in Exhibit A-1.

(15) "Sales Surtax" means the proceeds of the Leon County 1% discretionary sales surtax relieved, extended and continued pursuant to s. 212.055(2), Florida Statutes, and Leon County Ordinance 2014-07, and approved by a majority of the electors of Leon County, effective January 1, 2020 and expiring December 31, 2039.

(16) "Sales Tax Revenues" means all proceeds of the Sales Surtax received by the Borrower pursuant to the Interlocal Agreement.

(17) "Series 2020 Note" means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Note, Series 2020, issued by the Borrower in an aggregate principal amount not to exceed \$10,100,000.00, pursuant to the Master Resolution and the Borrower's Resolution 2020-07, adopted December 10, 2020.

(18) "State" means the State of Florida.

(19) "State Fiscal Year" means the period commencing on July 1 of each year and ending on June 30 of the succeeding year.

(20) "State Infrastructure Bank" or "SIB" means the State-funded State Infrastructure Bank created pursuant to Section 339.55, Florida Statutes.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neutral genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include departments and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. GENERAL WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE BORROWER.

The Borrower warrants, represents and covenants that:

(1) The Borrower is a legal entity constituting a public body corporate and politic duly organized, validly existing, and in good standing under the laws of the State of Florida.

(2) The Borrower has full power and authority to enter into this Agreement and to comply with the provisions of this Agreement.

(3) This Agreement has been duly authorized, executed, and delivered by the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable against the Borrower in accordance with the terms hereof.

(4) The Borrower's execution of this Agreement and compliance with the terms of this Agreement will not result in a default by the Borrower under the terms of any contract, bond, note, or financing arrangement to which the Borrower is a party.

(5) All consents required to be obtained by the Borrower from, and any notice or filing required to be given by the Borrower to, or made by the Borrower with, any person (including any governmental authority) in connection with the execution, delivery and performance by the Borrower of this Agreement have respectively been obtained, given, and made by the Borrower.

(6) The Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(7) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Borrower's knowledge, threatened, which seeks to restrain or enjoin the Borrower from entering into or complying with this Agreement.

(8) Any governmental approvals required as of the date of execution of this Agreement for the Borrower to undertake the Project and Loan have been obtained, or are reasonably expected to be obtained throughout the design, permitting, and construction process. The Borrower knows of no reason why any future required approvals are not obtainable.

(9) All Borrower representations to the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the dates the Loan Application and this Agreement were each executed by the Borrower. The financial information delivered by the Borrower to the Department was current and correct as of its date. Since the date of such financial information, there has not been any material adverse change in the financial condition or revenues and expenditures of the Borrower. The Borrower shall comply with all applicable State and Federal laws, rules, and regulations. To the extent that any assurance, representation, or covenant requires a future action, the Borrower shall take such action as is necessary for compliance.

(10) While any portion of the Loan remains unpaid, the Borrower shall adhere to generally accepted accounting principles and shall prepare annual financial statements in accordance with generally accepted accounting principles. As part of its bookkeeping system, the Borrower shall keep accounts of the Project separate from all other accounts and shall keep accurate records of all expenditures relating to the Project, Loan Disbursement receipts and the Pledged Revenues.

(11) Pursuant to Section 216.347, Florida Statutes, the Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Borrower shall undertake design, construction and/or acquisition of the Project on its own responsibility, to the extent permitted by law.

(13) The Borrower covenants that this Agreement is entered into for the purpose of designing, constructing and/or acquiring the Project, which will in all events serve a public purpose.

(14) The Borrower shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may reasonably request in order to ascertain the performance by the Borrower of its obligations under this Agreement. The Department shall have the right to conduct on-site monitoring visits and audits, and the Borrower shall cooperate and assist the Department in the reasonable inspection and audit of books, records, accounts, data and other information related to the Project, and in copying and removing the same for such purposes at all reasonable times. The Borrower shall provide additional information as deemed appropriate by the Department.

(15) The Borrower has the authority to pledge the Pledged Revenues as security for repayment of the Loan and no election or referendum is required to make the pledge of the Pledged Revenues valid and legally enforceable.

(16) The Borrower has not pledged, or otherwise granted any interest in, the Pledged Revenues in a manner that would create a lien senior to, or on parity with, the lien of the Department against the Pledged Revenues under the terms of this Agreement, except for the lien of the Series 2020 Note, which is on parity with the lien of the Department under this Agreement.

(17) The Borrower reasonably anticipates that the Pledged Revenues will be sufficient to pay all Loan Payments when due, all payments under the Series 2020 Note when due, and all other payments required under the Master Resolution. In the event the anticipated Pledged Revenues are at any time projected to be insufficient to make the Loan Payments, or any payments on outstanding Parity Obligations, when due, the Borrower shall immediately notify the Department.

(18) The Master Resolution was validly adopted by the Borrower and remains in full force and effect. The Borrower shall provide the Department with at least ninety (90) days advance written notice of its intent to amend or supplement the Master Resolution. Upon issuance in accordance with the terms hereof, the Loan will constitute a Series of Bonds under the Master Resolution, entitled to all the security and benefits thereof.

(19) The Project is a capital improvement infrastructure project that qualifies for use of the Sales Surtax, and all conditions to use of the Sales Tax Revenues for the Project, including, but not limited to, those expressed in Leon County Ordinance 2014-07, Resolution No. R14-06 of the Board of Leon County Commissioners and the Interlocal Agreement, have been satisfied.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Borrower's legal counsel shall express the opinion, subject to laws affecting the rights of creditors generally, that:

(1) The Borrower is a legal entity constituting a public body corporate and politic duly organized, validly existing and in good standing under the laws of the State of Florida.

(2) This Agreement has been duly authorized by the Borrower and constitutes a valid and legal obligation of the Borrower enforceable in accordance with its terms upon execution by the parties.

(3) The Borrower's pledge of the Sales Tax Revenues expressed in this Agreement is valid and enforceable.

(4) Pursuant to the Interlocal Agreement, the Borrower is authorized to use the Sales Tax Revenues for the purposes of the Project, and no additional election or referendum is required to make such use of the Sales Tax Revenues valid and legally enforceable.

(5) Ordinance 2014-07 was validly enacted by the County and the Sales Surtax relieved thereby was approved by a majority of the County's voters pursuant to a referendum election.

(6) The Project is a capital improvement infrastructure project that qualifies for use of the Sales Surtax, and all conditions to use of the Sales Tax Revenues for the Project, including, but not limited to, those expressed in County Ordinance 2014-07, Resolution No. R14-06 of the Board of County Commissioners and the Interlocal Agreement, have been satisfied.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The administration of resources awarded through the Department to the Borrower by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Borrower shall comply with all audit and audit reporting requirements as specified below.

(1) In addition to reviews of audits conducted in accordance with Section 215.97 Florida Statutes, monitoring procedures to monitor the Borrower's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Borrower agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Borrower further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

(2) The Borrower, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

(a) In the event the Borrower meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Borrower must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes;

applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Borrower to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements, the Borrower shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) In the event the Borrower does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Borrower is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Borrower must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Borrower's audit period for each applicable audit year. In the event the Borrower does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Borrower's resources (*i.e.*, the cost of such an audit must be paid from the Borrower's resources obtained from other than State entities).

(d) In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

(e) Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section

215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(f) The Borrower, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Borrower in correspondence accompanying the reporting package.

(g) Upon receipt, and within six months, the Department will review the Borrower's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Borrower fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

(h) As a condition of receiving state financial assistance, the Borrower shall permit the Department, or its designee, DFS or the Auditor General access to the Borrower's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(3) The Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Borrower shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

(4) Progress Reports. The Borrower shall provide to the Department's SIB Program Manager semi-annual progress reports on "program and financial activities" that occur each year. Such progress reports shall cover the periods (1) between January 1 and June 30 and (2) July 1 and December 31 of each year during the term of this Agreement and shall be provided within fifteen (15) days of the close of each such period. The report will be signed or submitted electronically in accordance with Chapter 668, Florida Statutes, by an individual authorized by the governing board of the Borrower. The following program information shall be included: program accomplishments (specific action taken to implement approved objectives/activities) and percent of accomplishments for each in terms of percentage completed; problems delaying implementation; and revised Project schedules if activities are not conforming to approved Project schedules as contained in the application. The following financial information shall be included: beginning fund balance; amount of expenditures; ending fund balance; interest earned to date; and the amount and percent of funds being contributed to the Project from other sources. The semi-annual progress report is available on the SIB website at <http://www.fdot.gov/comptroller/PFO/sib.shtm>.

All costs charged to the Project, including any approved services contributed by the Borrower or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

Any check or order drawn by the Borrower with respect to any item which is or will be supported by the Loan must be supported with a properly signed voucher on file in the office of the Borrower stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, and readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

(5) Access to Project Site. The Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

(6) The Borrower agrees to comply with s. 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes.

ARTICLE III - THE PROJECT

3.01. PROJECT CHANGES.

The Borrower agrees to design, permit, acquire and construct the Project or cause the Project to be designed, permitted, constructed and acquired materially in accordance with the plans, specifications and time schedules set forth or referenced in Loan Application. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Borrower are excepted. If for any reason the Project is not completed as scheduled, there shall be no resulting diminution or delay in the Loan Payment unless consented to by the Department in writing. The Borrower covenants and agrees that it will not change the scope of the Project or alter the nature of the Project in any material fashion, or substitute any other project for the Project, without the prior written approval of the Department.

3.02. INTEREST IN PROJECT.

The Borrower shall have an interest in property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

3.03. PERMITS AND APPROVALS.

The Borrower shall have obtained, prior to the award of any construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

3.04. PROJECT SCHEDULE.

The Borrower agrees:

(1) Project design was initiated in December of 2021. No design work on the Project prior to the Effective Date of this Agreement will be funded through Disbursement of the Loan.

(2) Completion of Project design is anticipated to occur by July 31st of calendar year 2023 and completion of Project construction is anticipated to occur by December 31 of calendar year 2025. Design work on the Project after the Effective Date of the Agreement can be funded through Disbursement of the Loan. Upon completion of construction of the Project, the Borrower, shall certify to the Department in writing that the Project was completed in accordance with applicable plans and specifications, and that the Project has been accepted by the Borrower as suitable for its intended purpose.

3.05. PROHIBITION AGAINST ENCUMBRANCES AND DISPOSITIONS.

The Borrower is prohibited from selling, leasing, pledging, encumbering, or disposing of any part of the Project so long as this Agreement, including any amendment thereto, is in effect without the prior written consent of the Department.

3.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete design, acquisition and construction of the Project on, or prior to, the completion dates for those Project phases specified in this Article III. The SIB funding available under this Agreement is the total Department SIB funding available for the Project and the Borrower acknowledges that the Department has not agreed to make additional SIB funding available for the Project in the future. Failure of the Department to provide additional Project financing shall not constitute a waiver of the Borrower's obligations to complete the Project.

3.07. USE AND MAINTENANCE OF PROJECT.

The Borrower agrees that the Project will be used to support public transportation for the useful life of the Project as determined in accordance with general accounting principles. The Borrower further agrees to maintain the Project in good working order for its useful life, and maintain property records, conduct physical inventories, perform asset condition inspections, and develop asset control systems.

ARTICLE IV – REVENUE COVENANTS

4.01. REVENUE COVENANTS.

The Borrower covenants to deposit all of the Sales Tax Revenues into the Revenue Fund created by Section 4.04 of the Master Resolution, immediately upon receipt.

4.02. COLLECTION OF PLEDGED REVENUES.

The Borrower covenants to do all things and take all actions necessary on its part to maintain its eligibility and ability to receive the full amount of the Sales Tax Revenues. The Borrower shall take all necessary action required to enforce and collect the Sales Tax Revenues in accordance with the Interlocal Agreement, and shall exercise all legally available remedies to enforce such collections.

The Borrower covenants that it will not amend the Interlocal Agreement to change the allocation of Pledged Revenues to the Borrower below seventy eight percent (78%) of the Sales Surtax collected by the Florida Department of Revenue, unless the Department has provided its prior written consent to such amendment. For the purposes of this covenant, any amendment of the Interlocal Agreement by the signatories thereto shall be deemed to be an act of the Borrower. The Borrower also covenants that it will not amend the Master Resolution pursuant to Section 8.02 thereof without the Department's prior written consent.

ARTICLE V - DEFAULTS AND REMEDIES

5.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an Event of Default:

(1) Failure to make any Loan Payment when it is due, if such failure continues for a period of 5 business days.

(2) A determination by the Department that any material warranty, representation or other statement by, or on behalf of, the Borrower contained in this Agreement, was false or misleading at the time it was made.

(3) Entry of an order or decree, with the acquiescence of the Borrower, appointing a receiver for any part of the Project; or if such order or decree is entered without the consent or acquiescence of the Borrower, failure of the Borrower to obtain a dismissal of the order or decree or a stay on appeal within 60 days after the entry thereof.

(4) Institution of any proceeding, with the acquiescence of the Borrower, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted.

(5) Institution of any bankruptcy, insolvency or other similar proceeding by, or against, the Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Borrower, is not dismissed within 60 days after filing.

(6) Any violation of the Borrower's covenants regarding imposition or collection of the Pledged Revenues expressed in sections 4.01 or 4.02.

(7) Violation of the Borrower's covenants regarding the issuance of additional debt obligations secured by the Pledged Revenues expressed in section 6.02.

(8) The occurrence of any Event of Default under the terms of Section 7.01(a) or 7.01(c) of the Master Resolution.

(9) Any other failure to comply with the material provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement in any material respects (a "General Non-compliance Default"), if the failure is not cured to the reasonable satisfaction of the Department within 60 days after notice of the occurrence of the General Non-compliance Default by the Department to the Borrower, or if the failure cannot be cured within 60 days such other time as is mutually agreed to by the parties. If the Borrower fails, within the time period provided in the previous sentence, to cure the General Non-compliance Default to the reasonable satisfaction of the Department, then the Borrower shall be deemed to be in default of this Agreement as of the date of the General Non-compliance Default. An Event of Default defined in subsections (1) through (8) of this section shall not be considered a General Non-compliance Default.

5.02. REMEDIES.

Upon any Event of Default, the Department may pursue any available remedy at law or in equity, including:

(1) By action or suit in equity, require the Borrower to account for all moneys received pursuant to this Agreement and require the Borrower to account for the receipt, use, application, or disposition of the Pledged Revenues.

(2) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(3) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Project, or collect the Pledged Revenues and apply the Pledged Revenues to the reduction of the obligations under this Agreement.

(4) By notifying financial market credit rating agencies and potential creditors of the event of default.

(5) By suing the Borrower for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(6) By increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 5.01(1).

(7) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Department of the delinquent amount plus a penalty from any unobligated funds due to the Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

In addition to pursuing one or more of the above remedies, upon an Event of Default, the Department may, by providing 60 days advance written notice to the Borrower, elect to terminate this Agreement, and the Department shall have no further obligation or commitment under this Agreement to the Borrower.

5.03. REMEDIES NOT EXCLUSIVE; DELAY AND WAIVER.

No remedy conferred upon or reserved to the Department by this Article is exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy. No delay or omission by the Department to exercise any right or power accruing as a result of an Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VI – COLLATERAL

6.01. PLEDGE TO THE DEPARTMENT.

The Borrower pledges and assigns the Pledged Revenues to secure payment of the Loan. The Borrower shall not take any action with respect to the Pledged Revenues that would be inconsistent with this pledge. Additionally, in the event of an uncured default by the Borrower, the Borrower hereby assigns to the Department the right to receive the Pledged Revenues to the extent necessary to pay the full amount owing under this Agreement in accordance with the annual payment schedule. The pledge of the Pledged Revenues shall be valid and binding as of the Agreement Date. The Pledged Revenues shall be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Borrower. This pledge of the Pledged Revenues to the repayment of the Loan shall not be subject to repeal, modification, or impairment by any subsequent resolution or other proceedings of the Borrower. The lien of the Department on the Pledged Revenues shall be prior and superior to any other pledge, lien, charge, or encumbrance on the Pledged Revenues, except that the lien of the Department shall be on parity with the Series 2020 Note and any additional Parity Obligations authorized under the Master Resolution and pursuant to the provisions of Section 6.02 of this Agreement.

6.02 ADDITIONAL DEBT OBLIGATIONS.

(1) The Borrower may not issue debt obligations with a lien superior to that of the Department on the Pledged Revenues, or any part thereof.

(2) The Borrower may not issue additional Parity Obligations except in accordance with the provisions of Article VI of the Master Resolution and this section 6.02(2), and may not issue such additional Parity Obligations if there exists any uncured event of default of this Agreement or any uncured default of any existing Parity Obligation. Notwithstanding any

subsequent amendment of the Master Resolution, the Borrower may not issue additional Parity Obligations unless the amount of Sales Tax Revenues which have been received by the Borrower during any twelve (12) consecutive months selected by the Borrower of the twenty four (24) months immediately preceding the issuance of such additional debt equal at least 1.25 times the maximum annual debt service in the current Borrower fiscal year and any future Borrower fiscal year for the Loan, the outstanding Parity Obligations and the proposed additional Parity Obligation. At least fifteen (15) days prior to the issuance of an additional Parity Obligation, the Borrower shall provide the Department a certificate of an independent financial consultant acceptable to the Department demonstrating compliance with the requirements of this Section 6.02(2) (such certificate shall identify the proposed new debt and the proposed repayment schedule and the Borrower shall provide copies of the instruments under which the proposed new debt will be created) and a copy of the certificates required by Section 6.02 of the Master Resolution.

If the proposed additional Parity Obligation is being issued to refund an outstanding Parity Obligation, at least fifteen (15) days prior to the issuance, the Borrower shall provide the Department a certificate of an independent financial consultant acceptable to the Department demonstrating that the debt service payments on such refunding obligation shall not exceed the debt service payments that would have been due on the refunded obligation (but for the refunding) in the current Borrower fiscal year or any subsequent Borrower fiscal years during the term of the Loan (such certificate shall identify the proposed new debt and the proposed repayment schedule and the Borrower shall provide copies of the instruments under which the proposed new debt will be created).

(3) The Borrower shall comply with the terms of the Master Resolution in issuing any debt obligations with a lien on the Pledged Revenues that is subordinate to the lien of the Department under this Agreement.

ARTICLE VII - GENERAL PROVISIONS

7.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Loan Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Borrower has paid all amounts owed under this Agreement, this Agreement shall terminate.

7.02. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, may be pledged and assigned as security for the payment of principal of, premium, if any, and interest on bonds that may be issued pursuant to section 215.617, Florida Statutes, to capitalize the State-funded SIB and by the execution of this Agreement the Borrower in all respects consents to such pledge and assignment. If the Loan and payments of principal and interest are so assigned, the Borrower shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents,

certificates and opinions as the Department or the Division of Bond Finance of the State Board of Administration of Florida (the "Division") may reasonably require in connection with the bonds, including, without limitation, any continuing disclosure undertaking necessary for the Department or the Division to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. The Department and the Division may further pledge or assign all or any parts of this Agreement without the prior consent of the Borrower after written notification to the Borrower. The Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

7.03. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable State or Federal law. If the total Disbursements are less than the maximum amount of the Loan, this Agreement will be amended after the Project has been completed to reflect the total Disbursements and establish the final total Loan amount after the Department's final inspection of the Project records.

7.04. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Borrower has not drawn any of the Loan proceeds within nine months of the first scheduled disbursement date referenced in Article IX. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Borrower.

7.05. SUSPENSION AND TERMINATION.

If the Borrower abandons or, before completion, discontinues the Project; or if the commencement, prosecution, or timely completion of the Project by the Borrower is rendered improbable, infeasible, impossible, or illegal, by written notice to the Borrower, the Department may suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or at its option, the Department may terminate any or all of its remaining obligations under this Agreement.

Upon receipt of any termination or suspension notice, the Borrower shall proceed promptly to carry out the actions required therein which may include, but not be limited to: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the Loan; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) repay the SIB according to the provisions of this Agreement, or as otherwise agreed upon, in writing, by the Department and the Borrower. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Borrower to furnish the schedule, plan, and budget within a reasonable time.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Borrower to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

7.06. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. The Department and the Borrower shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

7.07. APPROPRIATION.

The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

The provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated verbatim: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

ARTICLE VIII - INSURANCE

[INTENTIONALLY OMITTED]

ARTICLE IX - DETAILS OF FINANCING

9.01. PRINCIPAL AMOUNT OF LOAN.

The Department agrees to lend to the Borrower, and the Borrower agrees to repay the Department the Loan at the times, in the amounts and in the manner set forth in this Agreement. The principal amount of the Loan as of any date shall consist of the aggregate Disbursements plus interest, if any, that has accrued and been added to the principal amount of the Loan, less the aggregate principal component of all Loan repayments made (including Loan Payments and any prepayments), all as of such date.

9.02. FINANCING RATE.

Interest shall accrue on the principal amount of the Loan at the Financing Rate. The Financing Rate is 1.85% per annum, compounded annually, using an actual-days-elapsed/365 day

counting convention, as indicated by the Disbursement/Payment schedule attached as Exhibit B. Interest will begin to accrue on the date of Disbursement.

9.03. LOAN DISBURSEMENTS.

No Disbursement will be made to fund work on the Project performed prior to the Effective Date of this Agreement. Disbursements shall be made to the Borrower at such times and in such amounts as are required to fund the Borrower's required payments to its contractors, vendors and suppliers for progress on the Project from time to time in the amounts requested by the Borrower (not more often than every thirty days), provided that prior to each Disbursement, the Department receives a completed Disbursement Request Form substantially in the form of Exhibit C attached hereto from the Borrower and all supporting documentation reasonably required by the Department to determine the eligibility of the expenses for which the Disbursement is requested.

The Disbursement/Payment Schedule (Exhibit B) reflects the currently estimated total Disbursements during each State Fiscal Year in which the Loan is expected to disburse. Under no circumstances shall the total sum of the Disbursements to or on behalf of the Borrower for all Project phases exceed Twenty Five Million Five Hundred Thousand Dollars (\$25,500,000). The Department's obligation to fund any Disbursement is subject to funds being made available by an appropriation made pursuant to Florida law.

Disbursements will only be made for eligible capital costs actually incurred for the Project, as determined by the Department. No Disbursement will be made for work on the Project self-performed by the Borrower (including work performed by affiliates of the Borrower), travel or overhead of the Borrower. For the purpose of this paragraph "affiliate" means a predecessor, successor, parent, or subsidiary of the Borrower; any business entity in which a member, officer, director, or owner of the Borrower has a financial interest; and the officers, directors, executives, members, and shareholders of the Borrower and its affiliates. Travel expenses incurred by the Borrower's consultants or contractors shall only be eligible for payment through a Disbursement when incurred in accordance with Section 112.061, Florida Statutes. Requests for Disbursement to pay consultant or contractor travel expenses shall include a completed Department Contractor Travel Form No. 300-000-06.

The Borrower shall utilize the Disbursements solely for eligible costs of the Project. The Department will have no obligation to make any Disbursement under this Agreement in the event the Department has notified the Borrower that an event of default has occurred under this or any other agreement between the Borrower and the Department, or if the Department, in its sole discretion, determines that events have occurred which substantially diminish the likelihood that the Borrower will timely and fully honor its obligations under this Agreement or any other agreement between the Department and the Borrower. Any waiver of this provision by Disbursement following an event of default by the Borrower under the terms of this Agreement, or any other agreement between the Borrower and the Department, will not constitute a continuing waiver of this provision and the Department may refuse to make further Disbursements without any liability to the Borrower whatsoever.

9.04. LOAN PAYMENTS.

Loan Payments shall be made at the time and in the amounts set forth in the Loan Disbursement/Payment Schedule attached as Exhibit B. To the extent the actual principal amount of the Loan calculated as provided in Section 9.01 above is less than the estimated principal amount of the Loan reflected in Exhibit B, the amount of the scheduled Loan Payment credited to principal shall increase and the schedule for Loan Payments shall be adjusted, so that the Loan is paid in full over a shorter amount of time. Notwithstanding the foregoing, however, if the actual principal amount of the Loan calculated as provided in Section 9.01 above is less than the estimated principal amount of the Loan reflected in Exhibit B, the parties to this Agreement agree to adjust the schedule of Loan Payments in such a way as to not adversely impact any obligations of the Department secured by repayments under this Agreement.

Loan Payments shall be credited first to interest accruing on the principal amount of the Loan, if any, then to principal. Notwithstanding any provision of this Agreement to the contrary, the Borrower may prepay this Loan only upon the express written consent of the Department, which consent shall not be withheld if such prepayment, in the judgment of the Department and the Division, will not adversely impact the Department's ability to comply with covenants relating to obligations secured by such Loan.

ARTICLE X – MISCELLANEOUS

10.01. PROJECT COSTS AND THIRD PARTY AGREEMENTS.

Prior to execution of this Agreement by the Department, the Borrower shall not incur any liability for consultant services, construction or purchase of property or commodities to any third party with respect to the Project that it intends to or will fund through a Disbursement. Only Project costs incurred on or after the Effective Date and prior to any termination of this Agreement are eligible for reimbursement from the proceeds of the Loan.

10.02. COMPLIANCE WITH CONSULTANT'S COMPETITIVE NEGOTIATION ACT.

Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties that participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services by the Borrower, is contingent on the Borrower complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Borrower's attorney shall certify to the Department that selection of consultants by the Borrower has been performed in accordance with such law.

10.03. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION.

It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with funds disbursed by the Department under this Agreement.

The Borrower agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts funded through the Loan. In this regard, the Borrower shall, and shall require its contractors to, take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.04. DISCRIMINATORY VENDOR.

Pursuant to Section 287.134(3)(a), Florida Statutes, the following is included in this Agreement. Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

10.05. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the carrying out of the Project, the Borrower shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin.

10.06. PROHIBITED INTERESTS.

The Borrower shall not enter into any contract, or arrangement in connection with the Project or any property included or planned to be included in the Project, which violates any provision of Chapter 112, Florida Statutes, relating to conflicts of interest and prohibited transactions. The Borrower shall further diligently abide by all provisions of Florida law regulating the Borrower with respect to procurement, contracting, and ethics. The Borrower shall insert in all contracts entered into in connection with the Project subsequent to the date hereof, and shall hereafter require its contractors and consultants to insert in each of their contracts the following provision:

"The Borrower is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with the Borrower relating to this project shall familiarize themselves with Chapter 112, Florida Statutes, and with general Florida law regulating the Borrower's ethical requirements, prohibitions, and limitations with respect to procurement and contracts."

The provisions of this subsection shall not be applicable to any agreement between the Borrower and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental borrower.

10.07. ENVIRONMENTAL POLLUTION.

Execution of this Agreement constitutes a certification by the Borrower that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Borrower will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

10.08. NO OBLIGATION TO THIRD PARTIES.

Except to the extent set forth herein, neither the Department nor the Borrower shall be obligated or liable hereunder to any person or entity not a party to this Agreement.

10.09. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by the Department of any Disbursement to the Borrower constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, and the making of such Disbursement by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

10.10. BONUS OR COMMISSION.

By execution of this Agreement the Borrower represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the application for the Loan established hereunder.

10.11. INDEMNITY.

To the extent allowed by applicable law, and without waiving the provisions of Section 768.28, Florida Statutes, the Borrower shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Borrower, its agents, employees, contractors and/or subcontractors during the performance of this Agreement, except that neither the Borrower, its agents, employees, contractors and/or subcontractors will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department, or any of its officers, agents, employees, contractors and/or subcontractors, during the performance of this Agreement.

If the Department receives notice of claim for damages that may have been caused by the Borrower in the performance of services required under this Agreement, the Department will immediately forward the claim to the Borrower. The Department's failure to promptly notify the Borrower of a claim will not act as a waiver or any right herein.

10.12. THIRD PARTY BENEFICIARY.

To the extent this Agreement confers upon or grants to the Division any right, remedy, or claim hereunder, the Division is hereby recognized as being a third party beneficiary hereunder

and may enforce any such right, remedy or claim given or granted hereunder. This Agreement confers no rights on any third party other than the Division and shall not create any other third party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a party to this Agreement to maintain a suit against the Department pursuant to the terms of this Agreement.

10.13. ENTIRE AGREEMENT.

This Agreement, the exhibits to this Agreement and the Loan Application ("the Agreement Documents") set forth the entire agreement between the parties and incorporate and supersede all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and therein, and the parties hereto agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Agreement Documents. Accordingly, it is agreed that no deviation from the terms of the Agreement Documents shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained in the Agreement Documents shall be effective unless contained in a written document executed by the parties hereto.

In the event of conflict between the terms and conditions of the Agreement Documents: (i) the terms and conditions contained in the body of this Agreement prevail over conflicting terms and conditions contained in any exhibits, schedules and attachments attached to this Agreement; (ii) the terms and conditions contained in the body of the Loan Application prevail over any conflicting terms and conditions contained in any exhibits, schedules and attachments attached to the Loan Application; and (iii) the terms and conditions of the Agreement, including all exhibits, schedules and attachments hereto, prevail over conflicting terms and conditions contained in the Loan Application and any exhibits, schedules and attachments thereto.

10.14. NOTICES.

Any notice, demand, request or other instrument which is required to be given under this Agreement in writing shall be delivered to the following addresses:

If to the Department: SIB Program Manager
Florida Department of Transportation
Office of Comptroller – Project Finance
605 Suwannee Street, MS #10
Tallahassee, Florida 32399-0450

If to Borrower: Blueprint Intergovernmental Agency
Autumn Calder, AICP
Blueprint Director
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

with copy to: Blueprint Intergovernmental Agency
Susan Dawson, Blueprint Attorney
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

10.15. E-VERIFY.

The Borrower shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Borrower during the term of this Agreement to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Borrower to perform work pursuant to this Agreement.

10.16. EXECUTION OF AGREEMENT.

This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

10.17. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby.

10.18. GOVERNING LAW.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

10.19. JURY TRIAL WAIVER.

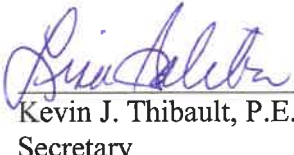
THE BORROWER AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Department and the Borrower have each caused this Agreement to be executed.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By:  *for:*
Kevin J. Thibault, P.E.
Secretary

By: 
Nick Maddox, Chairperson


Date: March 7, 2022

Date: Feb 24, 22

Legal Review



Approved as to Form


Susan Dawson, Blueprint Attorney

ATTEST:


City Treasurer-Clerk

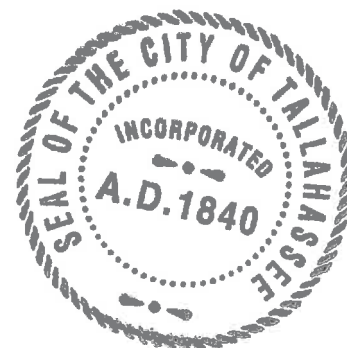


EXHIBIT A-1

Summary Project Specifications

The Project includes improvements necessary to extend Welaunee Boulevard, in Leon County, Florida, from its current terminus northeast of Fleischmann Road to the vicinity of the intersection of Bradfordville Road and Roberts Road, including an extension of Shamrock Street to connect to the Welaunee Boulevard extension. The limits of the project are generally depicted on the map attached as Exhibit A-2.

The Project will be a two-lane roadway, expandable to four lanes, consisting of urban and rural typical sections with 45-mph design speeds and includes sidewalks, multi-use trails, and stormwater treatment facilities. The Project is planned to cross over I-10 via an overpass, with the ability to accommodate four-lanes and a median. The Project facility from the eastern boundary of the Canopy Development to the Centerville Road and Shamrock Street South intersection will consist of two eleven-foot wide travel lanes (one in each direction) with a multi-use trail and sidewalk. The Project facility from the Shamrock Street Extension and Welaunee Boulevard intersection north to the Centerville Road, Bradfordville Road, and Roberts Road intersection will consist of two eleven-foot wide travel lanes (one in each direction) with a multiuse trail terminating at the Pimlico Drive Extension. The project includes a new Welaunee Greenway that would connect with the Miccosukee Canopy Road Greenway and cross I-10 on a proposed bicycle/pedestrian/equestrian bridge to the west of the roadway crossing.

EXHIBIT A-2

Project Limits Map



EXHIBIT B

Projected Loan Disbursement/Payment Schedule

Blueprint IA - Northeast Gateway - \$25.50M										
State Fiscal Year	Date	Beginning Balance	Estimate d/Actual Disbursement	Capitalized Interest	Interest Accrued at 1.85%	Balance Including Interest	Repayment to Principal	Repayment to Interest	Total Repayment	Ending Balance
2022/23	10/1/2022	\$0.00	\$6,000,000.00	\$0.00	\$0.00	\$6,000,000.00	\$0.00	\$0.00	\$0.00	\$6,000,000.00
2023/24	10/1/2023	\$6,000,000.00	\$12,750,000.00	\$0.00	\$111,000.00	\$18,861,000.00	\$829,280.52	\$111,000.00	\$940,280.52	\$17,920,719.48
2024/25	10/1/2024	\$17,920,719.48	\$6,750,000.00	\$0.00	\$331,533.31	\$25,002,252.79	\$1,810,276.69	\$331,533.31	\$2,141,810.00	\$22,860,442.79
2025/26	10/1/2025	\$22,860,442.79		\$0.00	\$422,918.19	\$23,283,360.98	\$1,718,891.81	\$422,918.19	\$2,141,810.00	\$21,141,550.98
2026/27	10/1/2026	\$21,141,550.98		\$0.00	\$391,118.69	\$21,532,669.67	\$1,750,691.31	\$391,118.69	\$2,141,810.00	\$19,390,859.67
2027/28	10/1/2027	\$19,390,859.67		\$0.00	\$358,730.90	\$19,749,590.58	\$1,783,079.10	\$358,730.90	\$2,141,810.00	\$17,607,780.58
2028/29	10/1/2028	\$17,607,780.58		\$0.00	\$325,743.94	\$17,933,524.52	\$1,816,066.06	\$325,743.94	\$2,141,810.00	\$15,791,714.52
2029/30	10/1/2029	\$15,791,714.52		\$0.00	\$292,146.72	\$16,083,861.24	\$1,849,663.28	\$292,146.72	\$2,141,810.00	\$13,942,051.24
2030/31	10/1/2030	\$13,942,051.24		\$0.00	\$257,927.95	\$14,199,979.19	\$1,883,882.05	\$257,927.95	\$2,141,810.00	\$12,058,169.19
2031/32	10/1/2031	\$12,058,169.19		\$0.00	\$223,076.13	\$12,281,245.32	\$1,918,733.87	\$223,076.13	\$2,141,810.00	\$10,139,435.32
2032/33	10/1/2032	\$10,139,435.32		\$0.00	\$187,579.55	\$10,327,014.87	\$1,954,230.45	\$187,579.55	\$2,141,810.00	\$8,185,204.87
2033/34	10/1/2033	\$8,185,204.87		\$0.00	\$151,426.29	\$8,336,631.16	\$1,990,383.71	\$151,426.29	\$2,141,810.00	\$6,194,821.16
2034/35	10/1/2034	\$6,194,821.16		\$0.00	\$114,604.19	\$6,309,425.35	\$2,027,205.81	\$114,604.19	\$2,141,810.00	\$4,167,615.35
2035/36	10/1/2035	\$4,167,615.35		\$0.00	\$77,100.88	\$4,244,716.23	\$2,064,709.12	\$77,100.88	\$2,141,810.00	\$2,102,906.23
2036/37	10/1/2036	\$2,102,906.23		\$0.00	\$38,903.77	\$2,141,810.00	\$2,102,906.23	\$38,903.77	\$2,141,810.00	\$0.00
			\$25,500,000.00	\$0.00	\$3,283,810.52		\$25,500,000.00	\$3,283,810.52	\$28,783,810.52	
Loan Amount			\$25,500,000.00							
Interest Rate			1.85%							
Interest begins accruing with the first disbursement and will accrue and compound annually each October 1 thereafter, until loan is completely repaid.										
These calculations assume the following disbursement dates:										
FY 2023		\$6,000,000.00								
FY 2024		\$12,750,000.00								
FY 2025		\$6,750,000.00								
If disbursements are made on dates other than those above, the interest calculations will be modified and this schedule updated according.										
Total Loan Amount		\$25,500,000.00								
Total Interest		\$3,283,810.52								
Total Repayments		\$28,783,810.52								

Remit Payment to:

Mailing Address: Department of Financial Services
Revenue Processing Section
PO Box 6100
Tallahassee, FL 32314-6100

Wiring Instructions: Wells Fargo Bank, N.A.
Account #: 4834783896
ABA# 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT - Type K 11-78

Note on Payment for "FDOT SIB Loan - 449663-1-54-01"

Note on Payment for "FDOT SIB Loan - 449663-1-54-01"

EXHIBIT C

Disbursement Request Form

VENDOR NAME: LEON COUNTY – CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY

TOTAL SIB LOAN AMOUNT: \$25,500,000.00

DATE OF THIS DISBURSEMENT REQUEST: _____

DISBURSEMENT/INVOICE NUMBER: _____

AMOUNT REQUESTED FOR THIS DISBURSEMENT: \$ _____

BALANCE OF LOAN TO BE DISBURSED: \$ _____

FINANCIAL PROJECT NUMBER: 449663-1-54-01

VENDOR IDENTIFICATION NUMBER: F562329605002

CONTRACT NUMBER: _____

DRAW PERIOD RELATED TO THIS REQUEST: _____

Warrant should be disbursed to:

Vendor Name: _____

Address: _____

Contact Person: _____

Contact Title: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

I certify, to the best of my knowledge, \$ _____ in expenses is needed for the Project and these costs are eligible for advancement/reimbursement and use of the SIB funds.

Signature

Printed Name and Title

EXHIBIT D

State Financial Assistance (Florida Single Audit Act)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: STATE INFRASTRUCTURE BANK
CSFA Number: 55.020
***Award Amount:** \$25,500,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.020 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.020 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:
<https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT E
Master Resolution

CERTIFICATE OF RECORDING OFFICER

I HEREBY CERTIFY that:

1. I am the duly appointed and qualified acting Clerk of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency and keeper of the records thereof, including the minutes of its proceedings, and am duly authorized to execute this Certificate.

2. A meeting was duly convened on December 10, 2020 in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed;

3. I am duly authorized to execute this Certificate; and

4. The copy of Resolution No. 2020-06 is annexed hereto, entitled:

A RESOLUTION OF THE LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY AUTHORIZING THE ISSUANCE OF ITS SALES TAX REVENUE BONDS IN VARIOUS SERIES TO PLAN, CONSTRUCT AND FINANCE CERTAIN CAPITAL IMPROVEMENTS AND PAY COSTS OF ISSUANCE OF SUCH BONDS AS DETERMINED BY SUBSEQUENT RESOLUTION; PLEDGING THE SALES TAX REVENUES TO SECURE SUCH BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

is a true, correct and compared copy of the original instrument referred to in said minutes and as finally adopted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record.

DATED this 16th day of December, 2020.

LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY

(SEAL)

By:


Clerk

RESOLUTION NO. 2020-06

**A RESOLUTION OF THE LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY AUTHORIZING
THE ISSUANCE OF ITS SALES TAX REVENUE BONDS IN
VARIOUS SERIES TO PLAN, CONSTRUCT AND FINANCE
CERTAIN CAPITAL IMPROVEMENTS AND PAY COSTS OF
ISSUANCE OF SUCH BONDS AS DETERMINED BY SUBSEQUENT
RESOLUTION; PLEDGING THE SALES TAX REVENUES TO
SECURE SUCH BONDS; MAKING CERTAIN COVENANTS AND
AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH
BONDS; AND PROVIDING AN EFFECTIVE DATE.**

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NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT INTERGOVERNMENTAL AGENCY:

ARTICLE I

GENERAL

Section 1.01. Definitions. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

“Act” means the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes and other applicable provisions of law.

“Additional Bonds” means additional obligations issued under this Resolution in compliance with the terms, conditions and limitations contained herein, which have a lien on the Pledged Revenues on a parity with the lien thereon securing all Bonds issued hereunder.

“Amortization Installment” means an amount designated as such by Supplemental Resolution of the Issuer and established with respect to any Term Bonds.

“Authorized Depository” means the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Issuer.

“Authorized Investments” means any investment which shall be authorized from time to time by applicable laws of the State for deposit or purchase by the Issuer for the investment of its funds.

“Authorized Issuer Officer” means any person authorized by resolution of the Issuer to perform such act or sign such document and shall initially be the Chairperson or Vice Chairperson.

“Bond Amortization Account” means the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

“Bond Counsel” means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of the State of Florida.

"Bond Service Requirement" for any Series for any Fiscal Year shall mean the sum of that portion of the Debt Service Requirement for such Fiscal Year allocable to the Bonds of such Series and all other payments required by this Resolution to be paid in such Fiscal Year with respect to the Bonds of such Series, which shall include such Series' pro rata share of all deposits to the Reserve Fund in such Fiscal Year, if any, and redemption premiums, if any, payable in such Fiscal Year, with respect to such Series of Bonds.

"Bondholder" or "Holder" or "holder" means any Person who shall be the registered owner of any Outstanding Bond or Bonds according to the registration books of the Issuer.

"Bond Year" means the period commencing on the day after principal on the Bond is due and ending on the date the following year which is the day principal on the Bonds is due.

"Bonds" means all Bonds or other indebtedness issued hereunder (including such indebtedness not necessarily defined as a "bond" but being issued on parity under the terms hereof), together with any Additional Bonds.

"Business Day" means, unless otherwise provided by Supplemental Resolution with respect to a Series of Bonds, a day on which banking business is transacted in the city or cities in which the Paying Agent has its principal corporate trust offices and on which the New York Stock Exchange is open.

"Chairperson" means the Chairperson of the Issuer, or in his or her absence, the Vice Chairperson of the Issuer, or such other person as may be duly authorized by the Chairperson to act on his or her behalf.

"City" means the City of Tallahassee, Florida.

"Clerk" means the Secretary of the Governing Body of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Cost" when used in connection with a Project, means (1) the cost of physical construction; (2) costs of acquisition of such Project; (3) costs of land and interests therein and the costs incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the construction period of such Project and for a reasonable period thereafter; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds including rating agency fees and the fees and expenses of any auditors, Paying Agent, Registrar, Credit Bank or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project,

including, without limitation, repayment of loans made to the Issuer by the City or the County for such Project; (9) costs of machinery or equipment required for the commencement of operation of such Project; and (10) any other costs permitted by law and this Resolution and shall include reimbursement to the Issuer, the City or the County for any such items of Cost heretofore paid by the Issuer and any administrative costs associated with design and implementation of the Project. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

“County” means Leon County, Florida.

“Credit Bank” means as to any particular Series of Bonds, the Person providing a Credit Facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

“Credit Facility” means as to any particular Series of Bonds, a letter of credit, a line of credit or another credit or liquidity enhancement facility, as approved in the Supplemental Resolution providing for the issuance of such Bonds.

“Debt Service Requirement” for any Fiscal Year means the sum of:

(1) The aggregate amount required to pay the interest becoming due on the Bonds during such Fiscal Year, except to the extent that such interest shall have been provided by payments into the Interest Account out of Bond proceeds or other sources (other than Pledged Revenues) for a specified period of time.

(2) The aggregate amount required to pay the principal becoming due on the Bonds for such Fiscal Year. For purposes of this definition: (a) the stated maturity date of any Term Bonds shall be disregarded and the principal of such Term Bonds shall be deemed to be due in the Fiscal Years and in the amounts of the Amortization Installments applicable to such Term Bonds; and (b) the principal amount of any single maturity of Term Bonds for which the Issuer shall have established no Amortization Installments shall be deemed to be due in the Fiscal Years and in such amounts as shall provide for the amortization of such principal amount over a term equal to the number of years such Term Bonds shall be Outstanding to such maturity and in equal annual installments of combined principal and interest; provided, however, that if the Issuer has employed a Credit Facility in connection with any such Term Bonds having no Amortization Installments the amortization of such Term Bonds shall be deemed to correspond to the applicable terms of such Credit Facility.

(3) The following assumptions shall be applicable to calculating the Debt Service Requirement as follows:

(a) The interest on Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the

date of calculation or such shorter period that such Variable Rate Bonds shall have been Outstanding, (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation and (C) the Bond Buyer RBI Index most recently published prior to the date of calculation of the Debt Service Requirement;

(b) If all or a portion of the principal of or interest on a Series of Bonds is payable from funds irrevocably set aside or deposited for such purpose, including, but not limited to, interest capitalized from the proceeds of Bonds or other indebtedness, together with projected earnings thereon to the extent such earnings are projected to be from Authorized Investments, such principal or interest shall not be included in calculating the annual Debt Service Requirement.

"Director of PLACE" means the Director of Planning Land Management and Community Enhancement who manages and directs the Issuer and the Office of Economic Vitality.

"DTC" means the Depository Trust Company of New York, New York and its successors or assigns.

"Federal Securities" means direct obligations of the United States of America and obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor. Federal Securities shall include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of specified portions of the interest thereon).

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Governing Body" means the Board of Directors of the Issuer, or its successor in function.

"Interest Account" means the separate account of that name in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Interest Date" means such date or dates for the payment of interest on a Series of Bonds as shall be provided by Supplemental Resolution.

"Interlocal Agreement" means the Second Amended and Restated Interlocal Agreement between Leon County, Florida and the City of Tallahassee, Florida dated as of December 9, 2015, as amended by the First Addendum to the Second Amended and Restated Interlocal Agreement between the County and the City dated as of July 13, 2016, as further amended by

the Second Addendum to the Second Amended and Restated Interlocal Agreement between the County and the City dated May 9, 2017.

"Issuer" means the Leon County-City of Tallahassee Blueprint Intergovernmental Agency.

"Maximum Debt Service Requirement" means, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Bonds for the then current or any future Fiscal Year.

"Maximum Interest Rate" means, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any time bear in the future in accordance with the terms of such Supplemental Resolution.

"Outstanding" means all Bonds theretofore and thereupon being authenticated and delivered, except (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05, 2.06 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof, and (4) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" means any bank, trust company or Person, designated to serve as a paying agency or place of payment for the Bonds pursuant to a Supplemental Resolution and its successors and assigns.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" means (i) Sales Tax Revenues, and (ii) moneys on deposit in the funds and accounts established hereunder and investment earnings thereon, but excluding moneys on deposit in the Rebate Fund and the Costs of Issuance Account.

"Prerefunded Obligations" means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (a) not callable prior to maturity or (b) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or Federal Securities, secured in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on

the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities deposited in such fund with any cash on deposit in such fund, are sufficient, as verified by an independent certified public accountant, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in such irrevocable instructions, and (4) which are rated in the highest rating category by at least two of the following rating agencies: S&P Global Ratings, Fitch Ratings or Moody's Investors Service, Inc.

"Principal Account" means the separate account of that name in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Project" means those projects identified in the Interlocal Agreement as Blueprint 2020 Infrastructure Projects and Blueprint 2020 Economic Development Programs, as the same may be supplemented or amended from time to time.

"Redemption Price" means with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or Supplemental Resolution.

"Registrar" means any registrar for the Bonds appointed by or pursuant to Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution.

"Reserve Fund" means the Reserve Fund established pursuant to Section 4.04 hereof.

"Reserve Fund Insurance Policy" means the insurance policy or surety bond deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(C).

"Reserve Fund Letter of Credit" means a Credit Facility (other than a Reserve Fund Insurance Policy) issued by any bank or national banking association, insurance company or other financial institution and then on deposit in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(C) hereof.

"Reserve Fund Requirement" means an amount equal to the lesser of (i) ten percent (10%) of the proceeds of such Series of Bonds, (ii) Maximum Debt Service Requirement for such Series of Bonds or (iii) one hundred twenty-five percent (125%) of the average annual Debt Service Requirement for such Series of Bonds or such other amount approved by Supplemental Resolution for a Series of Bonds.

"Resolution" and "this Resolution" means this instrument, as the same may from time to time be amended, modified or supplemented by any and all Supplemental Resolutions.

"Revenue Fund" means the Revenue Fund established pursuant to Section 4.04 hereof.

"Sales Tax Revenues" means those 78% of the one percent (1%) local government infrastructure surtax revenues authorized pursuant to Section 212.055(2), Florida Statutes, levied and extended pursuant to Ordinance No. 2014-07 of the County and distributed to the Issuer pursuant to the Interlocal Agreement. Such term shall include for all purposes hereof proceeds of the portion of the communications services tax levied in the County pursuant to Section 202.19(5), Florida Statutes, as a replacement of, and to be used for the same purposes as, the portion of the infrastructure sales surtax previously levied on communications services.

"Securities" means Federal Securities and Prerefunded Obligations.

"Serial Bonds" means all of the Bonds other than the Term Bonds.

"Series" means all the Bonds delivered on original issuance in a simultaneous transaction identified in a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

"State" means the State of Florida.

"Subordinated Indebtedness" means that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof and any Variable Rate Bonds which become Subordinated Indebtedness in accordance with Section 6.02 hereof.

"Supplemental Resolution" means any resolution of the Issuer amending or supplementing this Resolution, adopted and becoming effective in accordance with the terms of Sections 8.01 or 8.02 hereof.

"Taxable Bond" means any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes.

"Term Bonds" mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution and which are subject to mandatory redemption by Amortization Installments.

"Variable Rate Bonds" means Bonds or other such debt instruments issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such Bonds or other such debt instruments.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the singular number include the plural number, and vice versa.

Section 1.02. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 1.03. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

Section 1.04. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Issuer is authorized and empowered by the Act to issue the Bonds and use the proceeds to the pay the costs of Projects;

(B) The Issuer has determined that Projects and the issuance of Bonds to finance Projects will serve a valid public purpose;

(C) The County levied pursuant to Ordinance No. 2014-07 enacted on June 10, 2014, an extension of the one percent (1%) local government infrastructure surtax authorized by Section 212.055(2), Florida Statutes to be effective January 1, 2020 and expires December 31, 2039;

(D) Such levy and extension was approved by the electors of Leon County, Florida on November 4, 2014;

(E) Pursuant to the Interlocal Agreement (as defined herein), such Sales Tax Revenues are available to finance the Projects; and

(F) The principal and interest on the Bonds and all other payments provided for in this Resolution will be payable from and secured solely by the Pledged Revenues; and the ad valorem taxing power of the City, the County, the State of Florida or any political subdivision

thereof, will never be necessary or authorized to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the City, the County, Florida or the State of Florida.

[End of Article I]

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 2.01. Authorization of Bonds. The Issuer hereby authorizes the issuance of Bonds of the Issuer to be designated as "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds," or such other designation as may be appropriate for such debt to best describe its nature and purpose as described in the Supplemental Resolution relating thereto, which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as may hereafter be provided by Supplemental Resolution or by other applicable law.

The Bonds may have, if and when authorized by the Issuer pursuant to Supplemental Resolution, such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by this Resolution or by Supplemental Resolution. From and after any maturity date of any of the Bonds (deposit of moneys and/or Securities for the payment of the principal and interest on such Bonds having been made by the Issuer with the Paying Agents), notwithstanding that any of such Bonds shall not have been surrendered for cancellation, no further interest shall accrue upon the principal or upon the interest which shall have accrued and shall then be due on such date, and such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holders shall have no rights in respect of such Bonds except to receive payment of such principal and unpaid interest accrued to the maturity date.

The Bonds shall be issued in such denomination or denominations and such form, whether coupon or registered; shall be dated such date or dates; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner all as determined by this Resolution or by Supplemental Resolution. The Issuer may issue Bonds which may be secured by a Credit Facility all as shall be determined by this Resolution or by Supplemental Resolution.

The principal of, interest and the premium, if any, on the Bonds are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, and shall be legal tender for the payment of public and private debts. Such principal and the premium, if any, on the Bonds, are payable, upon presentation and surrender hereof, at the

designated office of the Paying Agent. Payment of each installment of interest shall be made to the person in whose name the Bonds shall be registered on the registration books of the Issuer maintained by the Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Date and shall be paid by a check or draft of the Paying Agent mailed to such Holder at the address appearing on such registration books or at the request and expense of such Holder, by bank wire transfer for the account of such Holder. In the event interest payable on the Bonds is not punctually paid or duly provided for by the Issuer on such Interest Date, payment of each installment of such defaulted interest shall be made to the person in whose name the Bonds shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten (10) days preceding such special record date. Notwithstanding the foregoing, the provisions of this paragraph may be modified for a Series of Bonds pursuant to the Supplemental Resolution approving such Series of Bonds.

Section 2.02. Application of Bond Proceeds. Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(A) Accrued interest shall be deposited in the Interest Account.

(B) An amount shall be deposited in the Reserve Fund, or applicable subaccount, which, together with any moneys and securities on deposit therein and any Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit obtained in accordance with Section 4.05(C) hereof, shall equal the Reserve Fund Requirement as described by the Supplemental Resolution for such Series of Bonds.

(C) The Issuer does hereby establish a separate account with an Authorized Depository to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Costs of Issuance Account" (the "Costs of Issuance Account"), which shall be used only for the payment of costs and expenses described in this subsection. An amount of money sufficient to pay all costs and expenses in connection with the preparation, issuance and sale of a Series of Bonds, including fees of financial advisors, engineering and other consulting fees, legal fees, printing fees, rating agency fees and other similar costs and may be deposited to the credit of the Costs of Issuance Account, and used to pay such costs and expenses to the persons respectively entitled to receive the same. When all moneys on deposit to the credit of the Costs of Issuance Account for such Series of Bonds shall have been disbursed by the Issuer for the payment of such costs and expenses, the Costs of Issuance Account shall be closed.

(D) The Issuer shall deposit any proceeds from a Series of Bonds into a separate Account within the Construction Fund created pursuant to Section 4.03 hereof and

may require the deposit of any capitalized interest relating to such Series of Bonds as set forth in a Supplemental Resolution.

Section 2.03. Execution of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairperson and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

Section 2.04. Authentication. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.10 hereof.

Section 2.05. Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by Supplemental Resolution, such authorization to be evidenced conclusively by their execution of such temporary Bond or Bonds, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for

another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

Section 2.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as and shall be entitled to the same benefits and security as the Bond so lost, mutilated, stolen or destroyed.

Section 2.07. Interchangeability, Negotiability and Transfer. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney-in-fact duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain unpaid, the Issuer shall cause to be maintained and kept, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a

new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, shall forthwith (a) following the fifteenth day prior to an interest payment date for such Series, (b) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series, and (c) at any other time as reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairperson and the Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series which have been selected for redemption, or, in the case of any proposed redemption of Bonds, then for the Bonds subject to redemption, during the fifteen (15) days next preceding the date of the first mailing of the notice of such redemption.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

Section 2.08. Global Book-Entry System. The Director of PLACE is authorized to execute a Letter of Representation to be delivered to DTC upon the issuance of any Bonds for which the Issuer desires to participate in a global book-entry system with DTC as set forth herein and in such Letter of Representation. In such case such Series of Bonds shall be initially issued in the form of a single fully registered Bond of each maturity. Upon initial issuance, the ownership of such book entry Bonds shall be registered by the Registrar in the name of Cede &

Co., as nominee for DTC. With respect to any Series of Bonds registered by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds book entry Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the book entry Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a book entry Bond as shown in the Bond Register, of any notice with respect to the book entry Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a book entry Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the book entry Bonds. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of book entry Bonds appearing as registered owners in the registration books maintained by the Registrar at the close of business on regular record date, the name "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Agreement among the Issuer, the Paying Agent and DTC evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the book entry Bonds that they be able to obtain certificated Bonds, the Issuer shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the book entry Bonds shall be registered in the name of and deposited with a successor depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the book entry Bonds may be registered in whatever name or names registered owners of book entry Bonds transferring or changing such Bonds designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Resolution to the contrary, so long as any book entry Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such book entry Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 2.10. Form of Bonds. Except as otherwise provided pursuant to Section 2.09 hereof, the Bonds (except Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution) shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairperson prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank.]

[FORM OF BOND]

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF LEON-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY
SALES TAX REVENUE BONDS
SERIES _____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	____/____/____	____/____/____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Leon County-City of Tallahassee Blueprint Intergovernmental Agency, a legal entity duly created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above on the Maturity Date identified above and interest (calculated on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____, _____ until such Principal Amount shall have been paid or provided for, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this bond, are payable, upon presentation and surrender hereof, at the office of _____, _____ as paying agent, or such other paying agent as the Issuer shall hereafter duly appoint (the "Paying

Agent"). Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____ as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the "Registrar"), at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of the Paying Agent mailed to such Registered Holder at the address appearing on such registration books or at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten (10) days preceding such special record date.

This Bond is one of an authorized issue of bonds of the Issuer in the aggregate principal amount of \$ _____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance the cost of the Project, as defined in the Resolution, in and for the Issuer, under the authority of laws of the State of Florida, particularly Chapter 125, Florida Statutes, Chapter 166, Florida Statutes, Chapter 163, Part I, Florida Statutes, Section 212.055(2), Florida Statutes and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of Directors (the "Governing Body") of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency on December 10, 2020, as supplemented by Resolution No. _____ duly adopted by the Governing Body of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency on _____, 20__ (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

The principal of, premium, if any, and interest on this Bond is payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Resolution) and, until applied in accordance with the provisions of the Resolution, the proceeds of the Bonds and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Resolution, all in the manner and to the extent described in the Resolution. This Bond shall not be or constitute a general indebtedness of the Issuer, the City or the County within the meaning of any constitutional, statutory or charter provision or limitation, but shall be payable solely from and secured by a lien upon and pledge of the Pledged Revenues. The full faith and credit of the City or the County is not pledged to the payment of the principal of or premium, if any, or interest on this Bond. No Holder of any of the Bonds shall ever have the right to require or compel the exercise of any ad valorem taxing power of the City or the County for payment thereof, and this Bond shall not constitute a lien upon any property owned or situated within the corporate territory of the Issuer, the City or the County. The Issuer has no taxing power.

(INSERT REDEMPTION PROVISIONS)

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered holders of the Bonds to be redeemed at such holders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such registered holders to the Registrar; provided, however, that no defect in any such notice to any registered holder of Bonds to be redeemed nor failure to give such notice to any such registered holder nor failure of any such registered holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other registered holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, but may be transferred only in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. [Each of the Bonds is issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds having the same maturity.] The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of any Bonds which have been selected for redemption, or, in the case of any proposed redemption of any Bonds, then for the Bonds subject to redemption, during the fifteen (15) days next preceding the date of the first mailing of the notice of such redemption and continuing until such redemption date established for such Bonds.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Governing Body of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Registrar.

IN WITNESS WHEREOF, the Leon County-City of Tallahassee Blueprint Intergovernmental Agency has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Chairperson and attested and countersigned by the manual or facsimile signature of its Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the _____ day of _____, ____.

LEON COUNTY-CITY OF
TALLAHASSEE BLUEPRINT
INTERGOVERNMENTAL AGENCY

(SEAL)

By: _____
Name:
Title: Chairperson

ATTESTED AND COUNTERSIGNED:

By: _____
Name:
Title: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

Registrar

By:

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

Insert Social Security or Other Identifying Number of Assignee

the within bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

[End of Article II]

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Privilege of Redemption. The terms of this Article III shall apply to redemption of Bonds other than Variable Rate Bonds. The terms of and provisions relating to redemption of Variable Rate Bonds shall be provided by Supplemental Resolution. The terms and provisions of this Article III as to a Series of Bonds may be modified by Supplemental Resolution.

Section 3.02. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Registrar from the Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 3.03. Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the Redemption Price,

(3) if less than all outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of and accrued interest on all the Bonds or portions of Bonds which are to be redeemed on that date. However, such moneys do not have to be on deposit prior to the mailing of the notice of redemption and any notice of redemption may contain a statement that the redemption of the Bonds on the date set for redemption is conditioned upon the occurrence of certain events to occur after the mailing of the notice but on or prior to the date set for redemption including, without limitation, the issuance of refunding obligations.

In addition to the foregoing notice, further notice shall be given by the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to any Credit Bank which shall have provided a Credit Facility for, any of the Bonds being redeemed and to DTC and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.04. Redemption of Portions of Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and

the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

Section 3.05. Payment of Redeemed Bonds. Official notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Registrar and/or Paying Agent for the purpose of the payment of the Redemption Price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

[End of Article III]

ARTICLE IV

SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

Section 4.01. Bonds not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Revenues in accordance with the terms of this Resolution. The Issuer may cause any Series of Bonds to be payable from and secured by a Credit Facility not applicable to any one or more other Series of Bonds. No Holder of any of the Bonds or any Credit Bank shall ever have the right to compel the exercise of any ad valorem taxing power of the City or the County for payment thereof, and the Bonds shall not constitute a lien upon any property owned or situated within the corporate territory of the Issuer, the City or the County. The Issuer has no taxing power.

The Pledged Revenues shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Bonds, without any physical delivery by the Issuer of the Pledged Revenues or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

Section 4.02. Security for Bonds. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues; provided, however, a Series of Bonds may be further secured by a Credit Facility not applicable to any one or more other Series of Bonds, as shall be provided by Supplemental Resolution, in addition to the security provided herein. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds.

Section 4.03. Construction Fund. The Issuer does hereby establish a separate fund to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Construction Fund," hereinafter referred to as the "Construction Fund." Unless otherwise provided by Supplemental Resolution, upon the issuance of a Series of Bonds for the purpose of financing a Project, the Issuer shall establish within the Construction Fund a separate account for each Series of Bonds, the proceeds of which are to be deposited in whole or in part in the Construction Fund. The Construction Fund shall be used only for payment of the Cost of a Project.

Moneys in each account of the Construction Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be held in trust and shall be subject to a lien and charge in favor of the Bondholders of such Series of Bonds for which such account was established and for the further security of such Holders of such Series of Bonds.

There shall be paid into the Construction Fund the amounts required to be so paid by this Resolution or any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' payment and performance bonds and/or corporate guaranty with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of principal of or Redemption Price, if applicable, and interest on such Series of Bonds, for which the account was established, when due.

The date of completion of a Project shall be determined by the Authorized Issuer Officer who shall certify such fact in writing to the Governing Body and to a trustee bank, if one has been appointed to hold the Construction Fund. Promptly after the date of the completion of a Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in the Construction Fund in (1) another account of the Construction Fund for which the Authorized Issuer Officer has stated that there are insufficient moneys present to pay the Cost of the related Project, (2) the Reserve Fund, to the extent of a deficiency therein, and (3) such other fund or account of the Issuer; including those established hereunder, as shall be determined by the Governing Body, provided the Issuer has received an opinion of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for federal income tax purposes.

Section 4.04. Funds and Accounts. The Issuer does hereby establish with a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, separate funds to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Revenue Fund" (the "Revenue Fund"), the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Sales Tax Revenue Bonds Debt Service Fund" (the "Debt Service Fund"), the Reserve Fund, the Subordinated Indebtedness Fund and the Rebate Fund. The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account", the "Principal Account" and the "Bond Amortization Account".

Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders and for the further security of the Holders.

The Issuer may establish by Supplemental Resolution such other funds and accounts as it shall deem necessary or advisable.

The Issuer shall at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Issuer and/or the Bondholders, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees.

Section 4.05. Flow of Funds

(A) Revenues. The Issuer shall deposit all Sales Tax Revenues into the Revenue Fund, promptly upon the receipt thereof. On or before the 27th day of each month, commencing with the month in which delivery of the Bonds shall be made to the purchasers thereof, the moneys in the Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund such sums as are described in Section 4.05(B) hereof.

(2) Reserve Fund. Next, the Issuer shall deposit into or credit to the Reserve Fund such sums as are described in Section 4.05(C) hereof. The provisions of one or more Supplemental Resolutions authorizing one or more Series of Bonds may provide that such Series of Bonds are not to be secured by a subaccount in the Reserve Fund or may be separately secured by a separate subaccount in the Reserve Fund, in which case a separate subaccount in the Reserve Fund may secure only such Series of Bonds.

(3) Subordinated Indebtedness Fund. Next, the Issuer shall deposit into or credit to the Subordinated Indebtedness Fund such sums as are necessary to pay the principal of, premium, if any, and interest on any Subordinated Indebtedness hereafter issued by the Issuer.

(4) Surplus Moneys. The balance of any moneys remaining in the Revenue Fund after the payments and deposits required by part (1) through (3) of this subsection (A) may be used for any lawful purpose.

(B) Debt Service Fund. The Issuer shall deposit into or credit to the Debt Service Fund from moneys in the Revenue Fund sufficient to make all of the deposits required by this subsection (B). The moneys on deposit in the Debt Service Fund shall be applied in the manner provided herein solely for the payment of the principal of or Redemption Price, if

applicable, and interest on the Bonds and shall not be available for any other purpose. The moneys transferred from the Revenue Fund to the Debt Service Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on all Outstanding Bonds accrued and unpaid and to accrue to the end of the then current calendar month (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days each). Moneys in the Interest Account shall be applied by the Issuer to pay interest on the Bonds as and when the same shall become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest coming due on the Bonds on such Interest Date.

(2) Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal (a) the principal amount of all Outstanding Bonds other than Term Bonds due and unpaid, (b) that portion of the principal amount of the Bonds other than Term Bonds next due which would have accrued on such Bonds next due during the then current calendar month if such principal amount thereof were deemed to accrue monthly (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days each) in equal installments from a date one year preceding the due date of such Bonds next due and (c) the portion of the principal amount of the Bonds other than Term Bonds next due which shall have accrued on such basis in prior months. Not later than the month immediately preceding any principal payment date, the Issuer shall adjust the amount of the deposit into the Principal Account so as to provide sufficient moneys in the Principal Account to pay the principal on the Bonds other than Term Bonds becoming due on such principal payment date. Moneys in the Principal Account shall be applied by the Issuer to pay the principal of the Bonds other than Term Bonds as and when the same shall become due, whether at maturity or otherwise, and for no other purpose.

(3) Bond Amortization Account. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account. Commencing in the month which is one year prior to the due date of each Amortization Installment, the Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account held for the credit of such Amortization Installment and all Outstanding Term Bonds due and unpaid, shall equal (a) the principal amount of all such Outstanding Term Bonds due and unpaid, (b) that portion of such Amortization Installment which would have accrued during the then current calendar month if such Amortization Installment were deemed to accrue monthly (assuming that a year consists of twelve (12) equal calendar months of thirty (30) days

each) in equal amounts from a date one year preceding such due date and (c) the portion of such Amortization Installment which shall have accrued on such basis in prior months. The Issuer shall adjust the amount of the deposit into the Bond Amortization Account not later than the month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay such Amortization Installment on such date. Moneys in the Bond Amortization Account shall be applied by the Issuer to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment may be applied by the Issuer, on or prior to the sixtieth (60th) day preceding the due date of such Amortization Installment (i) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, at a price not greater than the Redemption Price at which such Term Bonds may be redeemed on the first date thereafter on which such Term Bonds shall be subject to redemption, or (ii) to the redemption at the applicable Redemption Price of such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such account. As soon as practicable after the sixtieth (60th) day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the respective Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

(C) Reserve Fund. The Issuer shall deposit into or credit to each subaccount of the Reserve Fund such sum, if any, as will be necessary to immediately restore the funds on deposit therein to an amount equal to the Reserve Fund Requirement therefor including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein or the cash replacement thereof. In the event the amounts available for such purpose shall be insufficient to make all payments required by the preceding sentence, the available amount shall be prorated among the various subaccounts in the Reserve Fund in the same proportion that the Reserve Fund Requirement for each subaccount bears to the total Reserve Fund Requirement for all such subaccounts. On or prior to each principal and interest payment date for the Bonds, moneys in each subaccount of the Reserve Fund shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds, which such subaccount relates to, to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose.

Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Fund Requirement or as a result of a deposit therein of a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit, such surplus moneys shall be deposited by the Issuer into the Principal Account, or such other appropriate fund or account of the Issuer or used to pay or provide for necessary rebate through the Rebate Fund or to pay the premium on the Reserve Fund Insurance Policy, provided such deposit to such other fund or account shall not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Upon the issuance of any Series of Bonds, under the terms, limitations and conditions as herein provided, the Issuer shall provide for the terms of funding of a subaccount in the Reserve Fund, if required.

Whenever moneys on deposit in a subaccount of the Reserve Fund, together with the other available amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds (including principal and interest thereon) of the Series secured by such subaccount in accordance with their terms, the funds on deposit in such subaccount of the Reserve Fund shall be applied to the payment of such Bonds.

Notwithstanding the foregoing provisions, in lieu of the required deposits into a subaccount of the Reserve Fund, the Issuer may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums, if any, remaining on deposit in such subaccount of the Reserve Fund after the deposit of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose.

If fifteen (15) days prior to an interest payment or mandatory redemption date, the Issuer or a related Paying Agent shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on Bonds on such date, the Issuer shall immediately notify the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer to provide moneys sufficient to pay all amounts due on such interest payment or redemption date. Any available funds on deposit in a subaccount of the Reserve Fund shall be drawn upon and expended prior to a draw upon the Reserve Fund Insurance Policy and/or a Reserve Fund Line of Credit for that same subaccount.

If a disbursement is made from a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit provided pursuant to this Section 4.05(C), the Issuer shall reinstate the

maximum limits of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit immediately following such disbursement from moneys available in the applicable subaccount of the Reserve Fund in accordance with the provisions of the first paragraph of this Section 4.05(C), by depositing funds in the amount of the disbursement made under such instrument, with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, but in no case greater than the maximum rate of interest permitted by law. In addition, and in the same manner, the Issuer shall reimburse the issuer of the Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit for all reasonable expenses incurred by such issuer in connection with the draw on such Reserve Fund Insurance Policy or the Reserve Fund Letter of Credit, as the case may be.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note therefor, provided, however, any such note (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Revenues in the manner provided herein.

To the extent the Issuer causes to be deposited into the Reserve Fund, a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit for a term of years shorter than the life of the Series of Bonds so insured or secured, then the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall provide, among other things, that the issuer thereof shall provide the Issuer with notice as of each anniversary of the date of the issuance of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the intention of the issuer thereof to either (a) extend the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit beyond the expiration dates thereof, or (b) terminate the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit on the initial expiration dates thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit notifies the Issuer pursuant to clause (b) of the immediately preceding sentence or if the Issuer terminates the Reserve Fund Letter of Credit and/or Reserve Fund Insurance Policy, then the Issuer shall deposit into the Reserve Fund, on or prior to the fifteenth (15th) day of the first full calendar month following the date on which such notice is received by the Issuer, such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is one (1) and the denominator of which is equal to the number of months remaining in the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the Reserve Fund Requirement on the date such notice was received (the maximum amount available, assuming full reimbursement by the Issuer, under the Reserve Fund Letter of Credit and/or the Reserve Fund Insurance Policy to be reduced annually by an amount equal to the deposit to the Reserve Fund during the previous twelve (12) month period) until amounts on deposit in the Reserve Fund, as a result of the aforementioned deposits, and no later than upon the expiration of such Reserve Fund Insurance

Policy and/or such Reserve Fund Letter of Credit, shall be equal to the Reserve Fund Requirement applicable thereto.

If any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Fund over a period not to exceed twenty-four (24) months or such other term agreed to by the provider of the Reserve Fund Letter of Credit or the Reserve Fund Insurance Policy during which it shall make consecutive equal monthly payments in order that the amount on deposit in such account at the end of such period shall equal the Reserve Fund Requirement; provided, the Issuer may obtain a new Reserve Fund Letter of Credit or a new Reserve Fund Insurance Policy in lieu of making the payments required by this paragraph.

(D) Purchase or Redemption of Bonds. The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(E) Deposit of Moneys with Paying Agents. On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(F) Reimbursement of Credit Bank. In the case of Bonds secured by a Credit Facility, amounts on deposit in any funds or accounts established for such Bonds may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of or Redemption Price, if applicable, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the Holders thereof for payment.

Section 4.06. Rebate Fund. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States Treasury (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to each Series of Bonds (other than Taxable Bonds), and other instructions from Bond Counsel, delivered in connection with or subsequent to the issuance of such Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing from moneys in the Revenue Fund or from other moneys of the Issuer derived from sources other than ad valorem taxation and legally available for such purpose the amount determined in subsection (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificate and instructions of Bond Counsel may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

The Issuer agrees to retain or cause to be retained a rebate administrator who shall be a professional qualified to assure compliance by the Issuer with the requirements of this section. The rebate administrator so retained is hereby authorized to hire counsel, accountants, and other experts which the rebate administrator may, in its sole discretion, determine advisable for the purpose of obtaining the required calculations of the rebate amounts and other matters necessary for compliance with Section 148(f) of the Code as the same relates to the Bonds. The rebate administrator will not be liable for any loss occasioned by its reliance upon the instructions of such experts or upon the Issuer's certification of the amounts earned on nonpurpose investments, as such term is defined in Section 148(b)(2) of the Code, in which gross proceeds of the Bonds shall be invested. The duties and responsibilities of the rebate administrator may be performed by more than one Person.

Section 4.07. Investments. Each fund and account established hereby shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in each fund and account may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed.

Any and all income received by the Issuer from the investment of moneys in the Revenue Fund, the Construction Fund and the Rebate Fund, in the Interest Account, the Principal Account and the Bond Amortization Account in the Debt Service Fund, and in the Reserve Fund (to the extent such income and the other amounts in the Reserve Fund do not exceed the Reserve Fund Requirement) shall either be retained in such respective fund or account, or shall be deposited as provided by Supplemental Resolution.

All investments shall be valued at fair market value. Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Section 4.08. Separate Accounts. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

[End of Article IV]

ARTICLE V

COVENANTS; DISCLOSURE

Section 5.01. General. In addition to all of the other covenants of the Issuer contained in this Resolution, the Issuer hereby covenants with each and every successive Holder of any of the Bonds so long as any of the Bonds that shall remain Outstanding the Issuer will comply with each and every one of the covenants contained in this Article V.

Section 5.02. Covenants to comply with requirements of Section 212.055(2), Florida Statutes and the Interlocal Agreement. The Issuer hereby covenants and agrees to apply the proceeds of the Bonds and Pledged Revenues in compliance with (i) the requirements of Section 212.055(2), Florida Statutes and not to take any action or omit to take any action that would impair its right to receive or would result in a reduction of payments of the Sales Tax Revenues, and (ii) the requirements of the Interlocal Agreement.

Section 5.03. Covenants With Credit Banks. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders the same as if such covenants were set forth in full in this Resolution.

Section 5.04. Special Covenants Relating to Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(A) The Issuer shall annually submit to the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit, records of withdrawals on such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be, received by the Paying Agent and remaining unpaid, the respective dates of such withdrawals, the interest accrued on such withdrawals and the aggregate amount of interest due by the Issuer to the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

(B) The Issuer hereby acknowledges that the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall be deemed a third-party beneficiary of this Resolution for the purpose of enforcing the terms, conditions and obligations of this Resolution which benefit the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

(C) The Issuer may provide by Supplemental Resolution adopted prior to the issuance of any Series of Bonds certain additional terms regarding a Reserve Fund Insurance Policy for funding the Reserve Fund for such Series of Bonds.

Section 5.05. Federal Income Tax Covenants; Taxable Bonds

(A) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds), that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Series of Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

(D) The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The covenants set forth in subsections (A), (B) and (C) of this Section 5.05 shall not apply to any Taxable Bonds.

Section 5.06. Continuing Disclosure Regarding Bonds. The Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the United States Security and Exchange Commission (the "Rule"), that it will enter into a continuing disclosure certificate to be executed by the Issuer and dated the date of issuance and delivery of any Series of Bonds subject to the Rule.

Section 5.07. Notice to Rating Agencies. The Issuer shall provide a notice and a copy of any amendments to the Interlocal Agreement to the rating agencies then rating the Bonds.

[End of Article V]

ARTICLE VI

SUBORDINATED INDEBTEDNESS AND BONDS

Section 6.01. Subordinated Indebtedness. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness that are not Additional Bonds and that are payable in whole or in part out of the Pledged Revenues and which may be secured by a pledge of the Pledged Revenues; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by this Resolution. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

Section 6.02. Issuance of Bonds. The Issuer may issue one or more Series of Bonds for any one or more of the following purposes: financing the Cost of Projects, or the completion thereof or refunding any or all Outstanding Bonds or any Subordinated Indebtedness or other debt of the Issuer or any other purpose permitted by law. Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as any Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution; provided, however, any Supplemental Resolution authorizing the issuance of Bonds may provide that any of the covenants herein contained will not be applicable to such Bonds, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of the Holders of any Bonds which shall then be Outstanding. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Revenues and their sources and security for payment therefrom without preference of any Bonds over any other; provided, however, that the Issuer shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Bonds pursuant to this Section 6.02 that in the event the principal thereof is accelerated due to such Bonds being held by the issuer of a Credit Facility, the lien of such Bonds on the Pledged Revenues shall be subordinate in all respects to the pledge of the Pledged Revenues created by this Resolution. No such Additional Bonds shall be issued by the Issuer, as the case may be, unless the following conditions are complied with:

(A) The Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been

deposited or made by it under the provisions of this Resolution and has complied with the covenants and agreements of this Resolution.

(B) There shall have been obtained and filed with the Issuer a certificate of the Director of PLACE: (1) stating that the books and records of the Issuer relating to the collection and receipt of Sales Tax Revenues have been reviewed by him or her; (2) setting forth the amount of Sales Tax Revenues which have been received by the Issuer during any twelve (12) consecutive months selected by the Issuer of the twenty four (24) months immediately preceding the issuance of such Additional Bonds or if such Sales Tax Revenues have not been received by the Issuer for a period of at least twelve (12) months immediately preceding the issuance of such Additional Bonds, the Issuer may calculate the amount of Sales Tax Revenues based on 78% of the combined City and County Sales Tax Revenue collections during such period; and (3) stating that such Sales Tax Revenues equal at least 1.25 times the Maximum Debt Service Requirement for all Outstanding Bonds and such Additional Bonds then proposed to be issued.

(C) In computing Maximum Debt Service Requirement for purposes of this Section 6.02, the interest rate on outstanding Variable Rate Bonds, and on additional parity Variable Rate Bonds then proposed to be issued, shall be calculated as provided in the definition of Debt Service Requirement.

(D) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.02(A) and (B) shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of principal of and interest on the Outstanding Bonds becoming due in the current Fiscal Year or any subsequent Fiscal Years. The conditions of Section 6.02(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

(E) In addition to all of the other requirements specified in this Section 6.02, the Issuer must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Additional Bonds.

(F) Additional Bonds issued pursuant to this Section 6.02 shall mature at least three months prior to the expiration of the Sales Tax Revenues or six months prior to the expected final collection of the Sales Tax Revenues.

Section 6.03. Bond Anticipation Notes. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by resolution of the Issuer.

[End of Article VI]

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. The following events shall each constitute an "Event of Default" hereunder:

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of sixty (60) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or any Credit Bank. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

Section 7.02. Remedies. Any Credit Bank or Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution and the Bonds, and may enforce and compel the performance of all duties required by this Resolution and the Bonds or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Director

of PLACE. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

Section 7.03. Directions to Trustee as to Remedial Proceedings. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Credit Bank providing a Credit Facility for any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof.

Section 7.04. Remedies Cumulative. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.05. Waiver of Default. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

Section 7.06. Application of Moneys After Default. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Revenues as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(B) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount

available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

Section 7.07. Control by and Notice to Credit Bank. Upon the occurrence and continuance of an Event of Default, each Credit Bank, if such Credit Bank shall have honored all of its commitments under its Credit Facility, as the case may be, shall be entitled to direct and control the enforcement of all rights and remedies with respect to the Bonds for which such Credit Facility is provided. The Issuer agrees to immediately notify each Credit Bank if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

[End of Article VII]

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolution Without Bondholders' Consent. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) at any time prior to the issuance of any Bonds hereunder for any purpose whatsoever, and after the issuance of Bonds for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine at any time prior to the delivery of any Series of Bonds the matters and things referred to herein, including but not limited to Sections 2.01 or 2.09 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination.

(F) To authorize additional Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds.

(H) To authorize Bonds as Additional Bonds.

(I) To make any other change that, in the opinion of Bond Counsel, would not materially adversely affect the security for the Bonds.

(J) To make any change approved by every Credit Bank.

A copy of the Supplemental Resolution shall be provided to S&P Global Ratings, Fitch Ratings, and to Moody's Investors Service, Inc., if such rating agencies are then rating the Bonds.

Section 8.02. Supplemental Resolution With Bondholders' and Credit Bank's Consent. Subject to the terms and provisions contained in this Section 8.02 and Section 8.01 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of any Credit Bank providing a Credit Facility for, any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect. A copy of the Supplemental Resolution shall be provided to S&P Global Ratings, Fitch Ratings, and to Moody's Investors Service, Inc., if such rating agencies are then rating the Bonds. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Revenues other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Credit Bank of the adoption of any Supplemental Resolution as authorized in Section 8.01.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the Director of PLACE shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books and to all Credit Banks providing a Credit Facility for, Bonds Outstanding. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Issuer and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section

8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the Director of PLACE an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS; DEFEASANCE

Section 9.01. Defeasance. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Revenues and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 9.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds, on and prior to the redemption date or maturity date thereof, as the case may be and (C) a report verifying the sufficiency of moneys or securities and investment earnings thereon to make such payment when due. Neither the Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption thereof; provided, however, the Issuer may substitute new Securities and moneys for the deposited Securities and moneys if the new Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on such Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at

less than the Maximum Interest Rate for any period, the total amount of moneys and specified Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 9.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds or any portion thereof shall be paid by a Credit Bank or Credit Banks, such Bonds or any portion thereof shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the pledge of the Pledged Revenues and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Credit Bank or Credit Banks shall be subrogated to the rights of such Bondholders.

Section 9.02. General Authority. The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers.

Section 9.03. No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer, the City or the County in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer, the City or the County in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer, the City or the County executing

the Bonds, or any certificate or other instrument to be executed in connection with the issuance of the Bonds, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 9.04. Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bonds, nothing in this Resolution, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer, and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds, all provision hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

Section 9.05. Sale of Bonds. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

Section 9.06. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

Section 9.07. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 9.08. Table of Contents and Headings not Part Hereof. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 9.09. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Article IX]

APPROVED AND ADOPTED by the Board of Directors of the Leon County-City of Tallahassee Blueprint Intergovernmental Agency at a regular meeting assembled this 10th day of December, 2020.

[SEAL]

LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By: Deanne Williams, Esq.
Chairperson

ATTEST:

By: James O. Cooke, Jr.
Clerk