

MINUTES OF MEETING  
CANOPY  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, February 6, 2018 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Timothy Edmond	Assistant Secretary
John "Al" Russell	Assistant Secretary
Colleen Castille	Assistant Secretary

Also present were:

Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Jennings Cooksey	Hopping Green & Sams
Alan Wise	District Engineer
Steve Ghazvini	Ox Bottom Mortgage
Joseph Vaughn	Resident
Stephen Martin	Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mossing called the meeting to order at 11:00 a.m.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Vaughn stated I live in Lafayette Oaks and some of you may know that Lafayette Oaks had a serious flooding issue in 1994 because of tropical storms and another one in 2000. I was on the Board of two citizens committees that Leon County established right after those floods. I would guess there were a couple hundred-acre feet of water in those two basins, Welaunee Duck Pond and Lafayette Oaks. Is this dam designed to have the capacity to hold that much water again plus the additional water that will occur as runoff from the impervious surface in the development that is going to be done on Welaunee?

Mr. Wise stated the dam is designed to retain not only what this development would produce but also some runoff from the City's property, the 500 acres just east of this project as well as 280 acre feet from upstream north of Centerville Road that flows down through this basin. If you were on the Citizens Board you will remember the tri-basin study that was the genesis of how the County determined that they wanted 280 acre feet. The way Dove Pond and the capacity in it was designed and all the agreements was that before a single drop of water can come into the Dove Pond Master Regional Stormwater Facility, the first 280 acre feet are the County's so the County has 280 acre feet of additional capacity before anybody else has any capacity.

Mr. Vaughn asked is that equal to what occurred in 1994?

Mr. Asbury stated the design of that dam was to stop what happened in 1994 and 1995, that was the whole idea.

Mr. Vaughn stated I grew up in Florida and when I think of an earthen dam sitting on something I think of a mud pie. The structure is a concern. I actually wrote the part in the report about putting a concrete dam there covered by earth so it would be a pleasant view and you are looking at a recreational area basically but a totally earthen dam seems susceptible.

Mr. Wise stated Ardaman & Associates is the designer of the dam and I don't have the plans with me but there are different zones if you look at the cross sections of the dam of things that can be clay, things that have to be sand, things they call a random fill zone but things aren't necessarily pertinent and then there is a key into the existing earth that is 20 feet wide and probably 30 feet deep.

Mr. Wise point out on some photos, the clay layer, sand layer and a random zone behind it and stated the sand makes sure the clay doesn't get too saturated and allows it to drain. Ardaman has done a lot of earthen dam designs and through this process I have learned a lot more about the details they take into consideration. Settlement they take into consideration, wet season, dry season, temperatures all that stuff.

Mr. Vaughn stated thank you very much.

Mr. Martin presented resident comments and concerns regarding the development to the Board.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the October 3, 2017 and October 25, 2017 Meetings**

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the minutes of the October 3, and October 25, 2017 meetings were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Ratification of Agreement between Blueprint Intergovernmental Agency and RS&H, Inc. for Professional Construction Engineering and Inspection (CEI) Services**

Ms. Kilinski stated you approved this agreement in substantial form at the last meeting subject to further negotiations with RS&H for CEI services. The figures that you see are the ultimate conclusion of those negotiations and it is between the District and Blueprint and RS&H. The exhibits detail the amount of hours and anticipates costs associated with the CEI services. RS&H have been great to work with from my standpoint and have been very involved, very communicative. We are looking for a motion to ratify the final agreement, substantively it didn't change.

On MOTION by Mr. Russell seconded by Mr. Asbury with all in favor the agreement between Blueprint Intergovernmental Agency and RS&H, Inc. for CEI services was ratified.

**FIFTH ORDER OF BUSINESS**

**Discussion of Status of Dove Pond Dam Construction**

Mr. Wise stated I have some pictures of the progress taken February 1<sup>st</sup>. The construction is about 40% complete, we have been lucky with relatively dry weather that has allowed us to come out of the ground quickly, which is what we needed to do. We have run into the normal issues you would expect during construction. At the direction of the geotechnical engineer once we got down to the key it was requested to be a little deeper and a little wider than the original plan. All of the grout that needed to be pumped into the anomaly is complete, 402 yards. No one could anticipate the volume but if you will remember the construction contract with a unit price for the grout and it is the only thing that was unit priced, it was going to be measured and paid for at the unit rate but the construction contract was written with the

assumption of 100 yards so there will be a change order coming that will encompass that additional 302 yards that was required in order to complete the task. We have a geotechnical engineer that is the design geotech and we also have a geotech on the CEI side so both geotechs were there during that and both reported back to me they were very pleased with the way that progressed and concluded. They have these different soil types that have to be placed in different locations and everybody is doing a very good job the best I can tell through communications and whenever I make visits out there. Everybody is very aware of what soil is coming from where going to where. Everything is going well, everything seems to be on time. I am very pleased with RS&H and they are keeping me in the loop.

The base of the dam is in place and the emergency bleed down pipe has been installed. They are getting ready to start planning for the concrete portion of the spillway, the designs have been completed and they are planning to start scheduling that work. Overall everything is going well.

Mr. Asbury asked are there any driving circles on top of the dam? At one time there was going to be something just to go from end to end, not for any public transit.

Mr. Wise stated yes, it is 20 or 30 feet wide that is flat just as you would have a maintenance berm. It will be open to pedestrians. The spillway will not but the top of the dam we are going to have trails that connect through.

Mr. Russell asked what is the height of it?

Mr. Wise stated 30 feet.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Interlocal Agreement Regarding Cooperation on Various Projects**

Ms. Kilinski stated hopefully you have had a chance to review the Interlocal agreement and it is in substantial form and has been submitted to Blueprint for their review and consideration but we have not yet gotten feedback on it. Essentially, this is an Interlocal between the City and Blueprint and the District for advance construction and funding of certain segments of Welaunee Boulevard. What I handed out under separate cover, which is behind your resolution, is a schematic detail of the segments we are talking about. Segment 1 has always been a developer responsibility but segments 2 and 3 there is a development agreement that provides that the developer or the District on the developer's behalf could advance, construct and

fund those segments with the anticipation that when there is money sometime around December 2020 the District or developer depending on who funded the construction will get reimbursed. This Interlocal agreement provides the detail that is required by the development agreement to allow the District to undertake those roadway segment responsibilities. What Blueprint has asked for is a not to exceed amount that they be required to reimburse the District and not knowing exactly when that construction is going to take place. The additional exhibits that we have been provided are those proposals that we received they will become part of this Interlocal. The resolution will wrap up approval in substantial form of the Interlocal and allow the Chairman to execute it unless something substantive changes we would bring it back before the Board. I'm sure Blueprint would have some comments but we have not received them yet. It is relatively fast moving I think the permit is anticipated some time near the end of April so we will bring back RFP documents for you in March as well. Blueprint has promised to have this on their agenda for their March 1<sup>st</sup> meeting and I expect comments back in the next couple of weeks.

Mr. Asbury asked will Blueprint send us something similar to our resolution or will there be a contract put together?

Ms. Kilinski stated yes, this Interlocal agreement will memorialize the agreement between Blueprint and the District.

Mr. Asbury asked how will they fund it?

Ms. Kilinski stated the District through our construction funding agreement or if bond proceeds have that qualifying improvement on it the District would construct it and pay for the construction. Once costs are actually established and Blueprint has funding we were talking to them about it may be as early as July or August of 2020 but by no later than December 31, 2020 the District will be reimbursed for any costs related to those improvements that Blueprint is otherwise responsible for.

Mr. Asbury asked will this include going all the way to the property line?

Ms. Kilinski responded it does, it anticipates that possibility, it doesn't require the District to build the entire segment 3 but it allows for that possibility.

Mr. Asbury stated they haven't agreed to this bid.

Ms. Kilinski stated no, Blueprint has seen it but they have not provided feedback yet.

Mr. Asbury stated if we do it we determine exactly what the cost is we enter into a contract with Sandco to build it and would we then have to go back to Blueprint and have them agree?

Mr. Kilinski responded no, as long as it doesn't exceed the proposal amounts that will be an exhibit. We will produce an invoice compilation of what the costs actually are as soon as the project is done. It says within 120 days of completion of the project we will turn over all of our invoices and say here is what the amount is going to be and as soon as they have funding they turn back and reimburse the District for what is in the contract.

Mr. Russell asked when do they start building that north portion?

Mr. Wise stated I believe the current schedule is to take Welaunee Boulevard from where it is now to the Dempsey Mayo roundabout as soon as possible probably starting this year and also from the roundabout down to Miccosukee at the same time.

Mr. Asbury asked do they have a time when they have to build their road?

Mr. Wise stated not that I am aware of but I do know they are very interested in it. Maybe the City needs the interchange with I-10 to occur so it alleviates the traffic failures on Thomasville Road. We have talked before about Thomasville Road is DOT's road and the City has an agreement with DOT that says they will maintain its operation in accordance with DOT's requirements. For years Thomasville Road has been failing operationally and DOT has been putting pressure on the City saying you need to fix this or we are going to fix it and send you the bill and you are not going to like that. The City has been looking at other options, kind of buying time. The idea of the study of the primary route through Killearn Acres I think that was something to tell DOT we are looking into it, don't force our hand yet. I really believe the City needed this development to come through in order to get it to their property and it wouldn't surprise me if that 2020 money would take it all the way to the over side of I-10.

Mr. Russell stated but they are not obligated to a timeframe at this point.

Mr. Wise stated not to my knowledge.

Mr. Edmond stated the Blueprint money as I recall was to build the segment, it needs all the right of way through the City's property from the end of the segment 3 to go north of I-10 to justify the interchange to DOT so they made that commitment to do so. The timing of that was subject to the Blueprint extension money, which we knew was going to begin to hit in 2020 but I

have not heard any definitive timeframe other than that DOT wanted to know that the money was there, the right of way was there and this initial plan was in place.

Mr. Wise stated it is lining up but as far as a date certain, I'm not sure.

Ms. Castille asked does this go all the way through Canopy?

Mr. Asbury stated yes.

Ms. Castille asked then it would have an interchange?

Mr. Asbury pointed out the completed segment of the location on a map.

On MOTION by Ms. Castille seconded by Mr. Edmond with all in favor Resolution 2018-05 approving the Interlocal agreement in substantial form was adopted.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Payment Direction Agreement with Sandco**

Ms. Kilinski stated this is a minor detail that is directly related to the agreement the District has with Sandco for building the ponds. Blueprint took a look at this they approved it, I had no problem with it, the only difference is who we are paying directly. This is a payment direction agreement you signed shortly after we entered into a contract for construction of Dove Pond.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the payment direction agreement with Sandco was ratified.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Financing Related Documents**

- A. Resolution 2018-05 Delegated Award Resolution**
  - First Supplemental Indenture**
  - Bond Purchase Agreement**
  - Preliminary Limited Offering Memorandum (PLOM)**
  - Continuing Disclosure Agreement (CDA)**
- B. Collateral Assignment Agreement**
- C. Completion Agreement**
- D. True-Up Agreement**

**E. Other Documents**

This item continued to the next meeting.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

**Ratification of Capital Funding Request #1**

Mr. Wise stated funding request no. 1 is for CEI services and pay application no. 1 through December 31, 2017 to be ratified. Yesterday we received pay application no. 2, which is everything through January 31, 2018 and I would like to have both pay applications in to Blueprint because I don't want them to focus on pay application no.1, get everything ironed out and then submit pay application no. 2 and have them say we have a few days to look at this. I want them to look at both, iron everything out and we get reimbursement for pay application no. 1 and pay application no. 2. Does that make sense to you, Jennifer?

Ms. Kilinski stated it does so long as it doesn't slow down pay application no. 1. That would be my only concern.

Mr. Asbury stated we are hoping they look at both of them at the same time.

Mr. Wise stated related to these pay applications, the contractor submits the pay application to RS&H who is onsite daily looking at quantities and items and compaction, the real day to day details. RS&H looks at it from the standpoint of if the contractor is requesting 10% of this item did they really construct 10% of this item to spec. The CEI firm goes through that level of detail. When they pass it to me I look at it and make sure as another set of eyes that the contract values are correct, that the math is correct in the pay application and things like that. RS&H has looked at it and approved it, I looked at it and forwarded it on. I think Jennifer had a date or address on one of them.

Ms. Kilinski stated one of the invoices had 2016 and I didn't want Blueprint to say it was non-conforming.

Mr. Asbury asked do they have a maximum they can charge us or can they go over?



Mr. Wise stated it is a lump sum contract but the number of days we gave RS&H was based on the schedule in the construction contract, which showed five days a week not seven days a week. We discussed this through negotiations and we were agreeing that everybody was anticipating that we were going to work seven days a week, the CEI would work seven days a week. What we didn't come back to until a month ago was the number of days that RS&H planned for was this construction time less weekends. There is going to be a change order at some point unless we finish early to increase RS&H's contract by 2/7 to make up for the Saturday and Sundays they were working that are not currently in the contract.

Mr. Asbury stated if Sandco is not working Saturday and Sunday because of rain or something like that then they are not charging us are they?

Mr. Wise stated rain is a different story because there are no rain days in the construction contract. I have been holding off on bringing any action to the Board related to this item because if we finish early then we don't need to give RS&H 2/7 increase, maybe it is only 1/7 or maybe it is nothing.

Ms. Kilinski stated we have 10% buffers in the CEI agreement too.

Mr. Wise stated if the construction time overruns up to 10% then they eat it, if the construction time underruns by up to 10% then we eat it but anything outside 10% gets negotiated.

We will submit pay application no. 2 to Blueprint and bring it to the next meeting for ratification.

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor Capital Funding Request no. 1 was ratified.

**C. Manager**

**i. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**ii. Ratification of Funding Requests #1 - #3**

On MOTION by Mr. Edmond seconded by Ms. Castille with all in favor funding requests #1 – #3 were ratified.

**iii. Consideration of Funding Request #4**

On MOTION by Ms. Castille seconded by Mr. Edmond with all in favor funding request #4 was approved.

Mr. Mossing stated we will make accounting adjustments for any of the invoices that are capital related that are eligible for reimbursement from the future financing.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors Requests**

Mr. Edmond stated in regard to public comment periods, we talked about this a long time ago and I have forgotten what the rules are. I know that other Boards that I sit on with the City or County limit it to three minutes. Do we have that same rule?

Ms. Kilinski stated we do, we have a resolution and I started to say at the beginning that you don't have to answer audience questions and if we have one or two we may have plenty of time we are not worried about that but when you start getting 10 or 20 and they are trying to ask you questions especially when it gets aggressive you are under absolutely no obligation to do that. Sometimes starting to do that then makes them say, why aren't you answering my question today.

Mr. Edmond stated before the item is called on the public comment period just notify the public you are limited to three minutes and at the conclusion of that the District Management will terminate your conversation and we will move on to the next item, just so they are informed.

Ms. Kilinski stated in some Districts there may be only two audience comment participants sometimes they are the ones who spend the most amount of time and we will put the rules in our agenda package. We adopted a very specific public decorum and three-minute rule and you can put it at the beginning of your agenda and you can always pass it out.

Mr. Asbury asked where do they get their questions answered or do they not?

Ms. Kilinski stated most of the time we direct them to District staff so if there is a question about the dam then it may be appropriate to answer it at another time after the meeting.

Mr. Russell asked do they have to submit it in writing?

Ms. Kilinski responded no.

Mr. Mossing stated I made a note on the agenda and we will implement that in the future.

Ms. Kilinski stated I think it is worth putting the public decorum policy in there, just a little block under the agenda that has the highlight.

On MOTION by Mr. Edmond seconded by Mr. Asbury with all in favor the meeting adjourned at 11:50 a.m.

  
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Secretary/Assistant Secretary  
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Chairman/Vice Chairman