

**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 4, 2020** at 11:02 a.m. at Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Gregg Patterson	Vice Chairman
John "Al" Russell	Assistant Secretary
Colleen Castille	Assistant Secretary

Also present were:

Darrin Mossing, Jr.	Assistant Manager
Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Lauren Gentry	District Counsel
Tim Stackhouse	GPI
Gene Nelson	Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mossing, Jr. called the meeting to order at 11:02 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

- A. November 12, 2019 Meeting**
- B. December 10, 2019 Meeting**

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the minutes of the November 12, 2019 meeting were approved as presented.
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Ms. Gentry stated on page 6 there as an extra zero where it says \$45,000 it should be \$4,500.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the minutes of the December 10, 2019 meeting were approved as amended.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-02  
Approving Landscape & Irrigation  
Maintenance RFP Documents**

Mr. Mossing, Jr. stated next is consideration of Resolution 2020-02 approving landscape and irrigation maintenance RFP documents.

Ms. Gentry stated the board may recall in November we brought you an informal bid package for the landscape and irrigation maintenance documents. As we engaged in discussion we thought the services might exceed the bidding threshold and that is why we put a new package on your agenda; however after further discussion and estimates we don't think it will exceed the bidding threshold so we can stay with an informal bid and proceed with what the board approved at the November meeting. We are not asking for action on this at this time.

**FIFTH ORDER OF BUSINESS**

**Consideration of Work Authorization No. 5  
with GPI for Preparation of Monitoring  
Reports in Accordance with City of  
Tallahassee Stormwater Permit**

Mr. Mossing, Jr. stated work authorization no. 5 from GPI is for preparation of monitoring reports in accordance with the City of Tallahassee stormwater permit.

Mr. Mossing stated work authorization no. 4 with GPI was to do the reporting requirements to the Northwest Florida Water Management District and there was discussion about it also included the City of Tallahassee and Abe at that time said no, it is different reporting and Travis said we will bring back another work authorization dealing with the City of Tallahassee requirements.

Mr. Stackhouse stated Travis has conveyed to me that the city's reporting for this is very similar to the Northwest Florida Water Management District reporting. I believe all the work has been completed and has been coordinated as well.



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On MOTION by Mr. Russell seconded by Ms. Castille with all in favor district counsel was authorized to prepare an agreement between the district and Premier Homes for field management services at no cost to the district.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Form of Encroachment Agreement with FGT**

Ms. Gentry stated this is also a late addition to the agenda and I will give a brief overview and ask for any comment as well. There is a gas line that runs across district property and the District plans to do some construction work over it.

Mr. Asbury stated all the roadways will go over it. Right now, Crestline and Welaunee are the immediate crossings.

Ms. Gentry stated what you see in the agenda package is a rough form of the type of agreement that FGT has required in the past. Today we are just looking for approval in substantial form, authorization for staff to continue to engage with FGT to get the proper encroachment permission for us to do work across their easement.

Ms. Kilinski stated the district already has a contract for this work in Units 4 and 5 to do part of the crossings necessitated by this agreement so it is authorization and we will attach our construction easement but there is no net cost that you haven't already approved.

Mr. Asbury stated it also includes a portion of the holding pond that is on the berm that is on the gas line easement.

Ms. Gentry asked are there any comments on this item before the board takes action?

Mr. Nelson asked who is FGT?

Ms. Gentry responded Florida Gas Transmission Co.

Mr. Russell asked who is responsible for the maintenance of that easement as far as landscaping?

Ms. Gentry stated that is another piece we are hoping to address going forward as plats come out. We can take a look at any language that is already on plats and see what we need to do to make it clear who is responsible for that.

Mr. Asbury stated the easement itself is the Florida Gas Transmission Line's easement and the roadways that will go across it will eventually be given to the City of Tallahassee. The berm on the holding pond may end up being with the city too. It will be the city or the district. The district has added another 50 or 60 feet to the gas line easement that we are going to have a multi-

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use path on and we will combine those two so it will be about 120 feet and that will go from one end all the way down to the lake from one side to the other. We, as the district, will maintain the grass and that sort of thing.

Ms. Kilinski stated we talked with Travis on Friday about reviewing plats before they are submitted so we can avoid having to do separate easements or we are saying the district may not own that underlying fee but the district has the right to enter for landscape maintenance and that sort of thing.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the encroachment agreement was approved in substantial form and staff was authorized to continue to engage with FGT to get the proper encroachment agreement to work across their easement.

**NINTH ORDER OF BUSINES**

**Authorization to Notice CEI Services for Welaunee Boulevard for Segment 3 and Turn Lane Enhancements in Segment 2**

Ms. Gentry stated this is very similar to the CEI notice for the Dove Pond project. In that case CEI was required by the city and in this case, we are constructing Welaunee Boulevard under an interlocal agreement with the city. In order to give the reimbursement for that construction the city requires a final signoff of the construction of each segment of the road. We have been engaging with GPI and they were looking into whether they were comfortable providing that final certification and we haven't heard whether they were but in the event we do need to get separate CEI services we would like board authorization of the ad that is in your agenda package to allow us to advertise and get separate CEI services if it is necessary, otherwise it would be performed by GPI.

Mr. Stackhouse stated to convey what Travis had told me I believe he coordinated with Jennifer and he is willing to have construction management with some oversight but for the tasks that require immediate attention like laying pipe at midnight they would like to have the city out there for that and for the testing portions of that we want to have another company onboard for that.

Mr. Asbury asked testing of what?

Mr. Stackhouse stated any sort of pavement testing.

Mr. Asbury stated that is in the contract and the city will be out there the whole time.

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Mr. Patterson asked the \$5.8 million is for everything to finish construction of Welaunee to the end of your property?

Mr. Asbury responded that is correct.

Ms. Gentry stated that is the estimated construction cost not what we anticipate spending on CEI services. Staff plans to continue to engage with GPI to determine exactly what they are comfortable performing. Before we ask the board to take any action there is an opportunity for comments from the board or public.

There were no questions or comments from the public.

<p>On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor staff was authorized to notice for CEI services for Welaunee Boulevard Segment 3 and turn lane enhancements in segment 2 in substantial form and staff was authorized to continue engage on the scope of services and advertise if necessary.</p>
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**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Gentry stated we have been working with staff on the Welaunee RFP and the amenity construction RFP, making progress on both and hoping to have those out to bid as soon as they are finished. One item we would like to bring up, the joint project agreement that Dove Pond was constructed under required a bond on the project for seven years. The developer posted that bond, it was the district's obligation the developer undertook the procurement of it and recording of it. In order to clean up our paper trail and make sure that everything is memorialized correctly we are looking for authorization for legal counsel to draft a short form agreement memorializing that the developer has procured this bond, it is the district's responsibility, shoring up the ways the district will pay for that since it was the district's responsibility.

Ms. Kilinski stated just to be clear districts have a difficult time getting bonds. For a district to get a bond it is extremely expensive and requires a letter of credit from the developer anyway, which defeats the purpose; you are paying for it twice. So the developer procured the bond on the district's behalf that was required by JPA and once Dove Pond is done and this will memorialize that we are going to reimburse the developer for the cost because it will be cheaper than getting one ourselves.

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Mr. Asbury stated the bond goes to the city, the intention is that should there be damage to the dam and the district is not willing to fix it then the bond steps in and fixes it.

Mr. Mossing stated the budget process is starting shortly. We discussed having that as a line item in our operating budget being an operating cost of the district.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor district counsel was authorized to draft a short form agreement memorializing that the developer procured the bond required under the joint project agreement, which will be reimbursed by the district.

Ms. Gentry asked do you want to discuss the March meeting now?

Mr. Mossing stated legal counsel has a conflict with the existing March meeting date. We can discuss if we need that March meeting or if we can meet the following week.

Ms. Castille asked what do we have pending?

Ms. Gentry stated we have a lot of moving pieces with the Welaunee RFP and we can a meeting with seven days notice.

Mr. Asbury asked how much lead time do you need for that?

Mr. Mossing responded basically ten days.

Ms. Castille stated a lot of residents are asking for the amenity center. Are all the contracts in place for that so we don't delay that?

Ms. Gentry stated we have the authorization we need but we are working on getting some of the last permit pieces in order to bid it.

Mr. Asbury stated we bid the site work and the site work is almost complete. The parking lot has the first layer of asphalt on it and the site is pretty much prepared to be built on. The holding pond is in and we will soon bid the actual clubhouse and pool.

Ms. Kilinski stated the architect of record is finalizing the plans. We thought he would have plan review by February 6th.

Mr. Asbury stated the holdup is the plans have been submitted to the city and the city has to approve the plans and they have come back with comments and they have gone back and forth and they are very close to approving those plans. Once the city approves the plans then we are ready to go and that has been a month or two process. The second thing we are doing is Units 4 and 5, Welaunee Boulevard, includes 400 units and GPI has said they intended to submit it to the

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city on Friday of this week. They have had several meetings with the city so hopefully, when it gets turned in it will go fairly quickly.

Ms. Kilinski stated we have reached out to the city, the interlocal agreement for Welaunee Boulevard requires prior to the district bidding the project we have to get a permit and plan approval by the city so we have asked the city to waive that requirement. You haven't seen bid documents yet and we can't bid it without you seeing those first. We are hoping to get that waived so that we might be able to bring that back to you and start that 30-day advertisement process to get moving. I talked to the city attorney and they are working on it internally and we may hear back as early as today, which to your point may have necessitated meeting sooner.

Mr. Asbury stated that would be the key if they say yes, we can do the bid, then we need to meet to approve the bid documents.

Ms. Kilinski stated we have the package ready to go.

Mr. Mossing asked do we want to cancel the March meeting and meet as soon as we can upon notice of a need for a meeting?

Mr. Asbury stated I don't see a purpose for a meeting unless we have something to discuss and we know as soon as they get a permit then we have something to discuss.

Ms. Kilinski stated I suggest we keep it on the calendar for now and as soon as we get a response from the city we can set a special meeting to approve the documents.

## **B. Engineer**

Mr. Stackhouse stated I have the Crestline sidewalk reimbursement and approval for Dove Pond construction.

Mr. Mossing stated he has the final pay request for the dam project. Apparently, it is ready to be certified complete. We still haven't made the \$42,000 final payment to RS&H.

Ms. Kilinski stated when we spoke with Travis on Friday he was going to confirm with Tony with RS&H that they are prepared to do the final certification. Do you know if that is done?

Mr. Stackhouse stated I don't know if that has been done.

Ms. Kilinski stated we could approve it contingent on confirmation from GPI that we got what we need from RS&H to make that final certification.



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Mr. Mossing stated once we have that we will prepare a requisition for that final draw request. As part of that release the final payment to RS&H under the settlement agreement you funded the \$42,500 and that is sitting in our account. You have already given that to us.

I don't think we need to take any action on these items at this time. I think we need to bring them back to a future agenda, which would include ratifying the final payment to RS&H, approve the final project then some form of certification of completion for the project.

Mr. Asbury stated we can go ahead and fund it.

Mr. Mossing stated once we get the final certification we will move forward with making this final payment for this contract. We will also then make the final payment to RS&H and then it seems like there needs to be some type of final certification of completion.

Ms. Kilinski stated after speaking with Travis he felt pretty confident about getting written confirmation from RS&H that they are prepared or have made the final certification.

Mr. Asbury stated he sent that out.

Ms. Kilinski stated then you have seen the final certification.

Mr. Asbury stated yes.

Ms. Kilinski stated then I don't think we need anything else, I think we are okay to go as long as we got the final certification from RS&H that was holding everything else up.

Ms. Castille stated let's make sure Darrin has a copy of that before he sends any money out.

Ms. Kilinski stated we can approve it contingent on that.

Mr. Asbury stated I saw the bill then I saw the certification.

Ms. Kilinski stated recognize that we had not waived liquidated damages in the Sandco contract in the event that we didn't get the certification we needed from RS&H and needed to pursue liquidated damages.

Mr. Mossing asked does the settlement agreement require any action other than payment?

Ms. Kilinski stated no, it just said so long as they certify it you pay the outstanding amount. There is no reason to hold it up if they have done what they needed to do.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the final payment to RS&H was approved upon receipt of the final certification.
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**C. Manager**

**i. Approval of Check Register Summary and Requisition Summary**

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the check run summary and the requisition summary were approved.

**ii. Balance Sheet and Income Statement**

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

**iii. Consideration of FY20 Funding Request no. 2**

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor FY20 funding request no. 2 in the amount of \$8,815.94 was approved.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisors Requests**

There being none,

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the meeting adjourned at 1:48 a.m.

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*Darrin Mossing Jr*

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*[Signature]*

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Secretary/Assistant Secretary

Chairman/Vice Chairman