

Blueprint 2000 TCC Meeting Minutes

Thursday, February 7, 2008

Ellis Building – Koger Center

Attendees: (TCC Members in Bold) (TCC Member Substitutes In Bold Italics)

Rodney Cassidy	Jim Davis	Ed Ringe
Wayne Tedder	Phil Maher	Gary Phillips
Theresa Heiker	Dave Bright	Celeste Adorno
Gabe Menendez	Debra Schiro	Charlie Stratton
Tony Park	Steve Nichols	Gino Luzietti
Vince Long	Jim Shepherd	Steve Bailey
<i>Peter Koeppel</i>	Letesa Turner	Ward Miller
John Buss	Margie Quillman	Abbie Hoffman
John Kraynak	Angela Richardson	

Jim Davis called the meeting to order at 1:06 pm.

I. Agenda Modifications

There was one; the approval of the extension of LPA contract. Mr. Davis noted that it would be listed as Item # 8 under Discussions.

II. Information Items

Item #1: Capital Cascade Trail Segments 3&4 Design Consultant

Dave Bright stated that staff had completed the consultant selection activities for Segment 3 & 4 of Capital Cascade Trail. The chosen firm was Kimley-Horn and Associates. Blueprint staff was currently in negotiations with Kimley-Horn to develop the contract. They should be on board within approximately six weeks.

Item #2: Capital Circle SW PD&E Study Update

Latesa Turner stated that the PD&E study was moving along quite well. Kimley-Horn staff continued to develop the corridors, identified from input provided at the Concepts Charrette, into specific alignment alternatives. Staff anticipated holding an alternatives public meeting in late April or early May of 2008 to present the alignments.

Item #3: Capital Circle NW Landscaping and Regional Stormwater Pond Landscaping/Park

Steve Nichols stated that three short-listed contractors, C.W. Roberts, Sandco, and M. Inc, will be provided with Invitations for Bid (IFB) for the landscaping of CCNW and Regional Stormwater Pond 1. Bid information would be reviewed when it became available and a contract would be negotiated and awarded.

Tony Park requested clarification on the permit for the project; was it an extension of an existing permit or a new permit? There had been some confusion surrounding the issue.

Mr. Nichols stated that it was a new permit. Mr. Park noted that it had created an “egg on his face” situation with FDOT also due to the miscommunications or misunderstandings. He requested a separate meeting to discuss the status, process and schedule of the project.

Mr. Davis agreed to a meeting and stated that the responsibility was on Blueprint and he would ensure it was clarified. There were several issues, he stated, in which Blueprint had not kept the County as informed as they should have. He also noted that the next phase of Capital Circle would not put any water into that pond. Jim Shepherd stated that Lochner had the final accounting for the pond and that a meeting to discuss it was scheduled for the following week.

Mr. Davis questioned where Blueprint stood with the irrigation system for the park. Mr. Park stated that the document sent to him by Blueprint stated that a system would be in place, however, that Blueprint would temporarily enhance it for the first year to irrigate the trees. Mr. Nichols noted that the contract stated that all plants would be irrigated for a period of one-year. Mr. Park was more concerned about the long term considering the drought conditions seen over the past five years. Once the park was transferred to the County, they would have the responsibility to keep the trees in place (based on permit requirements). That would be a difficult situation given the recent passing of Amendment #1. Was the temporary irrigation such that it could last three years, he questioned. It would, if the County continued to use and maintain it, stated Mr. Nichols.

In conversations with City Public Works, Mr. Park stated, that they too would like to see a more permanent irrigation system used; at least longer than one year. Mr. Nichols stated that there were no permitting consequences if any vegetation was lost because all efforts exceeded permitting requirements. Mr. Menendez stated that it was an aesthetic issue and referred to the plan established with Segment 1 of the E1 project. It would be three years before some of the plants were established and, Mr. Menendez stated, they needed to provide irrigation for that three year period. Mr. Davis stated that Blueprint did not have the funding available in that contract for an irrigation system. Whether or not the contractor would be amenable to leaving their temporary system in place for an extended period... Mr. Davis thought he might and stated that it could be explored.

III. Consent

Item #4: October 18, 2007 TCC Meeting Minutes

There were no comments regarding the October minutes.

IV. Presentations/Discussions

Item #5: Capital Cascade Trail: Segment 2 Update

Gary Phillips stated that the 60% amenity and landscape design plans were submitted in January 2008 and were currently under review by the various agencies. Attachments to the agenda item included the designs for Meridian Plaza stage, the Dancing and Cascade

Fountains, Signature Bridges, History Timeline Fence, Boca Chuba, and Dog Park. Each of the listed amenities would be taken to 100% design. The construction funding for those items would come from donations through the marketing campaign.

Regarding permitting, the Type A site plan, which included the Environmental Site Impact Assessment, was under review by City Growth Management. There were numerous other permits that would be applied for over the next several months of the design process as well. Mr. Phillips stated Blueprint was evaluating several “green initiatives” including solar applications, waterless and low-flow restroom facilities, pervious asphalt (though most sidewalks and trails would be concrete), and recycled plastics for decking, benches, etc. Landscaping design would also be native plantings and have low irrigation requirements. Furthermore, the re-use water lines would be designed and constructed for utilization once re-use water became available in the future.

Mr. Phillips stated that a meeting was held with local contractors (Ajax, M Inc, Culpepper, Sandco) on January 30, 2008 to present to them the design and get their input on delivery methods. It was an open forum discussion of Construction Management at Risk, Design/Build, and Design-Bid-Build. The CM or CM @ Risk was the preferred option but there was no resolution.

Jim Davis stated that there was an outstanding issue regarding the Dog Park and its impact on water quality of the ditch. He stated that Blueprint would be making a presentation at the City’s Energy and Environmental Resources Target Issue meeting on Monday, February 11, 2008. Wayne Tedder stated that the Planning Department staff had reviewed the plans for the entire Park and were ‘very impressed with the quality of the design.’ Mr. Davis gave a brief presentation on the Dog Park; a copy of which is included in the file.

Jim Davis stated that staff was looking at the net impact of dog waste within the full 24-acre park. John Buss did not have a comment either way as to the necessity of a dog park downtown. The issue was not Dog Park versus no Dog Park; simply that the proposed location was the wrong place for it to be located. The proposed location was only 0.5 acre where the dogs and consequently their waste would be concentrated, and where the runoff would flow directly into the storm sewer into a ditch that had an existing TMDL for fecal coliform. Mr. Davis stated that Mr. Buss’ points were well taken. They agreed that it was a policy issue and should be handled at that level.

Wayne Tedder stated that regardless of the outcome of the Dog Park the TCC should recommend an ordinance on picking up after your pet that would allow citations from not only a police officer but also Parks and Recreation employees. Additionally, regardless of whether there is a Dog Park or not, people will bring their dogs because the green space is available. Thirdly, if there was a first flush that could go into the sanitary sewer system... Mr. Buss interjected, that was not an option due to federal laws. Mr. Tedder suggested a septic tank system. Mr. Buss stated that it had been evaluated and was deemed impractical due to cost.

Gary Phillips stated that the inlet, above the box culvert, would be raised and the drainage route would be designed with swales leading to the inlet. While the bacteria would be contained and even concentrated staff hoped that the natural filtration process of the swales would assist in treatment. Mr. Davis stated that it obviously was not the perfect solution however staff felt it was a step in the right direction; compared to doing nothing at all. Based upon staff's statistical data, which he felt, was quite conservative, there was the potential of a 30% increase of bacteria entering the water without the dog park.

Mr. Davis questioned the number of people that would come to Cascade Park *because* of the Dog Park as compared to the number of people that would come based on other amenities, including the trail, and would bring their dogs anyway. That percentage was much higher than if the Dog Park was not included. Mr. Buss countered by questioning the percentage of dogs at Cascade Park as compared to the percentage of dogs at Cascade Park Dog Park. He thought the difference was significant. He compared it to the dog park at Tom Brown and stated that people did not visit the park, with their dog, simply because it was Tom Brown but that they intentionally drove there, sometimes from several miles, *because* of the dog park facility.

Mr. Davis stated that no place in the park was more than 300-feet from the water body; with the proposed location for Bone Hill at approximately 200-feet from the pop-off. There was not an "ideal place" for the dog park necessarily in that area. Mr. Buss agreed but also suggested the area that was being programmed for the Lake Hall Schoolhouse. The advantage was that it would be upstream of the treatment facilities.

As a side bar Mr. Buss stated in regards to trash traps and alum tanks, they needed to be integrated in the park design. Additionally, the trash traps must be in open conduit near the north end of the park.

Mr. Tedder spoke in support of the relocation of the dog park, stating that it could potentially be safer without the need to cross the railroad tracks to access other areas of the park. Rodney Cassidy supported the suggestion with the caveat that staff would determine which option would create the least impact in terms of nutrient and fecal coliform loading. Mr. Davis stated that option could be more feasible than anyone realized due to problems obtaining the Lake Hall Schoolhouse.

Item #6: Capital Circle NW/SW: Orange Avenue to West Tennessee Street ROW Acquisition and Resolution

Debra Schiro stated that with the approval of the item by the Board, Blueprint would acquire six additional parcels by donation, voluntary purchase, or eminent domain. The parcels were a drainage easement (1) located on SR 20 west of Capital Circle, a corner clip (1) east of Capital Circle on Pensacola Street, and (4) mitigation parcels west of Capital Circle on Swamp Fox Road. Mr. Davis noted that the ROW maps would be available by the IA meeting and that staff would be happy to send them to interested parties on the TCC.

Item #7: Capital Circle NW/SW: CEI Contract Solicitation

Latesa Turner state that the Capital Circle NW/SW project was under final design and staff anticipated letting the project at the end of 2008 or beginning of 2009. The item was to request approval from the IA to begin the procurement process to secure a Construction Engineering and Inspection (CEI) firm to assist with design, constructability reviews, etc. The budget was not to exceed \$2.75 million, which included a 10% contingency. Furthermore, staff was requesting that the Intergovernmental Management Committee (IMC) be authorized to negotiate and award the contract. Mr. Davis noted that Capital Circle NW/SW was a Design-Bid-Build project with staff's standard CEI solicitation that had been used many times in the past.

Dave Bright noted that the TCC would be requested to review the Scope of Services. Mr. Davis stated that if the TCC collectively agreed that a sub-committee could review the Scope it would not be necessary for the whole Committee to review it; that was how it had been handled historically. The only difference from prior CEI Scopes that the TCC had approved previously, would be the inclusion of an Environmental Inspector as a member of the team to manage and minimize / avoid environmental impacts during construction.

Agenda Modification

Item #8 Approval for the extension of LPA Contract

Phil Maher stated that the General Engineering Contract with LPA will expire in February 2009. The agreement allows for one 5-year extension and annually thereafter for the duration of the sales tax extension (2019). The provision for the extension was based on semi-annual performance evaluations which LPA had met successfully. Staff recommendation, therefore, was to continue the GEC-LPA contract for an additional five years.

Mr. Davis noted that it was an incentive/disincentive contract. There was \$50,000 available as either a bonus or a penalty. LPA had never received the full amount, Mr. Davis stated, however they had done quite well. Furthermore, he assured the Committee that if Blueprint felt it unwarranted, LPA would not have received anything as it was not a "give away" program.

Tony Park stated that it had been his experience that the County Commission had in the past raised concerns regarding a firm "sitting too long" and preferred "sharing the wealth." Mr. Davis stated that was why Blueprint was taking it to the Board nine months prior to the termination date of the contract. Allowing for time, if necessary, to solicit bids for a new contract.

V. Citizens to be Heard

Steve Bailey stated that his family owned property in Tanglewood Estates, which at one time was one of the possible mitigation sites for the Capital Circle NW/SW project. He stated that he had heard, but had no confirmation of, that the Tanglewood mitigation site

was no longer being considered, with new mitigation sites proposed in its place. He stated that when Tanglewood was first built, the swamp was drained, and later revisions had caused significant environmental impacts (flooding issues) after it was developed. Many of the properties in Tanglewood Estates were on the County's Flooding Mitigation Buy Out list, however, funding for that project was depleted many years earlier. When the CCNW/SW project came along, it seemed that Blueprint looked at all alternative mitigation sites for many reasons, to include mitigation for stormwater / water quality for the roadway and to help the residents of that area that were being flooded.

Mr. Bailey further stated that approximately one year earlier, the IA approved a resolution for the eminent domain of Tanglewood. Since that time there had been ROW agents and appraisers on site performing inspections of the site. It seemed to him that "we're pretty far down the road to do major over-hauls." As a member of the public, an attorney, and representative of his family he knew that Tanglewood had previously been determined to be the "best site" for many reasons. He requested that the Committee keep in mind the equity issue of the property owners and to be kept informed of the new parcels and the reasons they were under consideration.

VI. Items from Members of the Committee

John Buss stated that Blueprint had a JPA with Southwood who had "picked up some pond sites." However Southwood had not completed a DRI so there had never been a regulatory review of the sites. Blueprint proceeded with design and joint use of the facilities but the most recent geo-technical data was returning unfavorable results in terms of sinkhole development. All of the major ponds at Southwood had developed sinkholes with the latest being significant. The City was very concerned and the geotechnical anomalies looked similar on some of the ponds for the highway. Mr. Buss considered Blueprint to be in a bind due to the Design/Build contract they were under for that segment (Tram to Woodville).

Mr. Davis stated that E3, Capital Circle from Woodville to Crawfordville, would be a Design-Bid-Build project so while the sinkhole issue remained Blueprint would be in more control of it. He further stated that he met with Michael Wright and Bob Herman of the City on Monday, February 4, 2008 and it appeared that a compromise solution would be developed. The pond site in question was originally in a forested area that the larger drilling equipment could not access prior to the land being cleared. Therefore four shallow test wells were drilled; in the course of that, one indicated that there was a potential problem. They had subsequently returned to drill three additional wells some of which were to 70-feet and identified the potential problem area. The maximum depth was designed to be no more than 3.9-feet deep; the bottom was at 31 feet. According to work completed by Blueprint staff, in the conveyance that led to the pond, rather than using pipe, they would use 8:1 sloped swales; it would appear as three 200' by 80' shallow ponds with ditch blocks at the far end. Staff calculations indicated that with the "conveyance ponds" there would not be any water going into pond 300 except for a storm event that delivered more than 8.5-inches of rain in a 24-hour period. Even under those

circumstances, with storage and time for recovery the frequency of water entering pond 300 would be drastically reduced.

Staff proposed to mat the potential problem area with a clay mat and mound over it; thereby protecting it from the weight of the water when it does enter the pond. Mr. Herman and Mr. Wright both felt that to be a reasonable compromise but no decisions had been made; nor would they until a meeting could be held with the IMC.

Mr. Davis further stated that the problems affecting Blueprint were miniscule when compared to the other development problems faced in that karst-sensitive area. For example, what densities could be allowed in that area? St. Joe had commercial developments with large parking lots planned all along the roadway. In fact, to accommodate the additional right of way necessary for the additional pond(s) Southwood has requested that Blueprint bridge the ponds so that they could connect the parking lots.

Ed Ringe offered a couple technical changes to Mr. Davis' statement. To fit within the 100' ROW space, 6:1 swales were used not 8:1. The depth in the infiltration swales remained at 3.5-feet though. At Sandco's recommendation, Blueprint would excavate two feet out of the bottom of the pond, install the fabric liner and flush the top of the pond to eliminate future excavation and the loss of the cap.

Mr. Buss stated that part of the City's concerns regarding Southwood or Southside modifying the ponds for future development purposes. He was not making promises either way. Mr. Davis stated that the JPA stated that excess capacity in the ponds belonged to Southwood. The calculations of the excess capacity would be based upon parameters established at that time. Mr. Buss stated that he was concerned that it would all be excess. Mr. Ringe stated that Blueprint staff had addressed that with the Consultant. The calculations reflected that the original calculated requirement volume would be taken up in the swales and the bottom. The original design calculated volume that was provided to St. Joe would be the middle. The JPA reserves and excess capacity for the City would be on top. Southwood would only be allowed use of the middle portion of the pond. It could all be accomplished thorough an amendment to the existing JPA.

On another issue Mr. Buss requested an update on the status of the alum study. Gary Phillips stated that the second draft report had been submitted and was under review. A copy of the report would be provided to Mr. Buss.

John Buss reiterated his concerns for stormwater issues at Cascade Park. He felt there were several outstanding, undocumented facts. He was not sure if a presentation to the TCC was the correct approach. Nor was he sure that meetings between Blueprint, Theresa Heiker and himself were sufficient either. The by-pass culvert, alignments, and analyses of down-stream ditch capacity were some of the trade-offs that were to be "looked at" yet he had seen no quantification on them. At a recent meeting with Genesis he learned that the post-project Franklin Boulevard could still flood.

Ed Ringe stated that Blueprint had a model that looked at both the single and double bypass culverts and one that reduced the up-stream stage. They were waiting for Genesis to fulfill contractual obligations. By using the double bypass, which staff was having difficulties determining how to stack it underneath, it would reduce the upstream stage on Franklin some 3-feet below Genesis' stage as well as the frequency of flooding in the park and therefore back-flooding in the park by almost 2.5-feet.

Gary Phillips stated that the third re-calibrated model was looking at March for completion because of Blueprint's due diligence. They could not proceed to far without the completion of the hydraulics and were therefore in a holding pattern. Mr. Davis stated that staff would update the Committee with a presentation on the subject at the April 2008 TCC meeting. He further stated that Blueprint had always held the position that the completion of Cascade Park would not reduce flooding on Franklin Boulevard. That could not occur until (interim) improvements are made to Franklin Boulevard, increasing the size of the culverts for example, it would not change. Mr. Buss clarified that he was referring to the final, improved roadway. Mr. Ringe stated that was the indications of Genesis' preliminary models. Mr. Davis' stated that was certainly not Blueprint's intention to allow that to occur.

Phil Maher briefly updated the Committee on the sales tax. He stated that Blueprint's growth estimates included a 4.5% growth rate. That was developed by the Finance Committee based on the prior history. The first 10-months of Blueprint they saw a growth of 5.5%. It dropped to 4% the following year and the last year's growth rate was only 0.5%. That equated to a \$1.2 million shortfall. With some projects not starting right away and with the grants awarded to Blueprint the short term did not present a problem. However, from 2012 on some of the projects would either have to be moved out further or be dropped all together. Additional details would be available following the next meeting of the Finance Committee.

VII. Adjournment

There being no further business, the meeting adjourned at 2:42 pm.