

*Canopy Community
Development District*

Agenda

April 3, 2018

AGENDA

Canopy

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

March 27, 2018

**Board of Supervisors
Canopy Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Canopy Community Development District** will be held **Tuesday, April 3, 2018 at 11:00 AM at the Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Acceptance of Resignation from Timothy Edmond and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2019
 - B. Administration of Oath of Office to Newly Appointed Board Member
 - C. Consideration of Resolution 2018-06 Electing Assistant Secretary
4. Approval of Minutes of the February 6, 2018 Meeting
5. Consideration Financing Related Documents
 - A. Resolution 2018-07 Delegated Award Resolution
 - i. First Supplemental Indenture
 - ii. Bond Purchase Agreement
 - iii. Preliminary Limited Offering Memorandum (PLOM)
 - iv. Continuing Disclosure Agreement (CDA)
 - B. Collateral Assignment Agreement
 - C. Completion Agreement
 - D. True-Up Agreement
 - E. Other Documents
6. Consideration of Consent to Representation and Conflict of Interest Waiver
7. **Consideration of Resolution 2018-08 Approving RFP Documents for Welaunee Blvd. Project - Added**
8. **Consideration of Acquisition of Public Infrastructure - Added**
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request #5
 - iii. Consideration of Funding Request #6

¹ Comments will be limited to three (3) minutes

10. Other Business
11. Supervisors Requests
12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is Organizational Matters. Section A is the acceptance of the resignation from Timothy Edmond and appointment of an individual to fulfill the Board vacancy with a term ending, November 2019. Section B is the administration of the Oath of Office to the newly appointed Board member and Section C is the consideration of Resolution 2018-06 electing an Assistant Secretary. A copy of the Resolution is enclosed for your review.

The fifth order of business is the consideration of financing related documents. Section A is the consideration of Resolution 2018-07 delegated award resolution and Sub-sections 1 - 4 are the exhibits to the Resolution that will all be provided under separate cover. Agreements B - E will be provided under separate cover.

The sixth order of business is the consideration of the consent to representation and conflict interest waiver. A copy of the waiver is enclosed for your review.

The seventh order of business (added) is the consideration of Resolution 2018-08 approving the RFP documents for the Welaunee Blvd. project. A copy of the Resolution and supporting documents are enclosed for your review.

The eighth order of business (added) is the consideration of the acquisition of public infrastructure. A copy of the acquisition package is enclosed for your review.

The ninth order of business is the Staff Reports. Section C is the District Manager's Report. Section 1 includes the balance sheet and income statement for review, and Section 2 includes Funding Request #5 for ratification.. A copy of the Funding Request and supporting documentation is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



Darrin Mossing
District Manager

CC: Jennifer Kilinski, District Counsel
Alan Wise, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

A

From: George Flint <gflint@gmscfl.com>
Subject: Fwd: Canopy CDD
Date: February 8, 2018 at 11:44 AM
To: svanderbilt@gmscfl.com



Sent from my iPhone

Begin forwarded message:

From: Jennifer Kilinski <JenK@hgslaw.com>
Date: February 8, 2018 at 11:38:30 AM EST
To: 'George Flint' <gflint@gmscfl.com>, 'Darrin Mossing' <drossing@gmstnn.com>
Subject: FW: Canopy CDD

FYI

From: timothy edmond [<mailto:edmondgroup.tde@gmail.com>]
Sent: Thursday, February 08, 2018 11:35 AM
To: Jennifer Kilinski
Subject: Canopy CDD

Jennifer. Effective this date, please accept my resignation from the Canopy CDD. I have enjoyed my tenure there and thank you for your many contributions.

Timothy D. Edmond, CEO
The Edmond Group, LLC
Licensed Real Estate Broker
1234-B Timberlane Rd., Suite A
Tallahassee, FL 32312
O 850.893.9900
C 850.528.5676
edmondgroup.tde@gmail.com

RESOLUTION 2018-06

**A RESOLUTION OF THE CANOPY COMMUNITY
DEVELOPMENT DISTRICT ELECTING _____
_____ AS ASSISTANT SECRETARY OF
THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Canopy Community District desires to elect _____ as an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE CANOPY COMMUNITY
DEVELOPMENT DISTRICT:**

1. _____ is elected as an Assistant Secretary of the Board of Supervisors.

Adopted this 3rd day of April, 2018.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

MINUTES

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 1st. 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 1st 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.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

*Items A – E will be provided
under separate cover*

SECTION VI

**CONSENT TO REPRESENTATION AND
CONFLICT OF INTEREST WAIVER**

This CONSENT TO REPRESENTATION AND CONFLICT OF INTEREST WAIVER (“CONSENT AND WAIVER”) is made by the CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under Chapter 190, Florida Statutes (“DISTRICT”).

WHEREAS, Hopping, Green & Sams, P.A., (“HGS”) located at 119 South Monroe Street, Suite 300, Tallahassee, Florida had previously executed a conflict waiver with the former community development district, Dove Pond Community Development District, regarding certain representation, which district recently was dissolved; and

WHEREAS, HGS thereafter entered into an attorney/client relationship with the DISTRICT; and

WHEREAS, specifically, the DISTRICT has retained HGS as its general counsel; and

WHEREAS, OX BOTTOM MORTGAGE HOLDINGS, LLC (“OB MTG”), previously retained HGS as its legal counsel with respect to purchase and development of the property located within the DISTRICT’S boundaries (“OB MTG MATTERS”); and

WHEREAS, HGS assists OB MTG and its lead counsel, Danny Manausa, in developing strategies for and negotiating revisions to certain development approvals and agreements for the Canopy PUD, which agreements specifically address the construction of Welaunee Boulevard and the Dove Pond Regional Stormwater Facility, which may be part of DISTRICT’S future financing and operation and maintenance plan; and

WHEREAS, HGS would like to: (i) continue to represent the DISTRICT as general counsel in all matters, and (ii) represent OB MTG in OB MTG MATTERS; and

WHEREAS, should HGS represent both DISTRICT and OB MTG concurrently, the possibility exists of conflicts of interest between the DISTRICT and OB MTG.

NOW, THEREFORE, in order to authorize HGS to represent DISTRICT and OB MTG concurrently, notwithstanding the possibility of conflicts of interest between DISTRICT and OB MTG, the following CONSENT AND WAIVER is provided:

1. HGS may concurrently counsel and represent DISTRICT as general counsel on all matters and OB MTG in the OB MTG MATTER. HGS will not represent OB MTG in the event any litigation arose against the DISTRICT.
2. DISTRICT agrees that it was provided with an explanation of the implications of the common representation and the advantages and risks involved; agrees that HGS’s representation of the DISTRICT on general counsel matters and OB MTG on the OB MTG MATTER will not be materially limited in any way by the

concurrent representation of the DISTRICT and OB MTG; and further agrees that HGS will be able to provide competent and diligent representation to each affected client.

3. Accordingly, by the signature below, DISTRICT indicates that it is aware that both the DISTRICT and OB MTG are to be represented by HGS in the capacities and for the matters referenced herein; that it is possible that such representations may result in what would otherwise be a conflict of interest for HGS; and that, after being fully advised as to that possibility, the DISTRICT waives any such conflict of interest which may arise as a consequence of such representations and consents to such representations under the circumstances described above.

IN WITNESS WHEREOF, the undersigned has executed this CONSENT AND WAIVER effective as of the date first written above.

CANOPY COMMUNITY DEVELOPMENT
DISTRICT

Printed Name: _____

Title: _____

Date signed: _____, 2018

SECTION VII

RESOLUTION 2018-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE WELAUNEE BOULEVARD PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canopy Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (“RFP”) process for the construction of Welaunee Boulevard and related improvements (the “Project”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman. The Board further authorizes the Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd day of April, 2018

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Composite Exhibit A: RFP Notice
Instructions to Proposers
Evaluation Criteria

COMPOSITE EXHIBIT A

**CANOPY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
WELAUNEE BOULEVARD PROJECT**

Notice is hereby given that Canopy Community Development District (the "District") will receive proposals for its Welaunee Boulevard project ("Project"). The Project will include, but is not limited to, contractor provision of the construction, labor, materials and equipment necessary for the construction of the Project which includes all construction related to Welaunee Blvd, including but not limited to clearing, grubbing, earthwork, stabilization, base, asphalt, striping, signage, sidewalks/paths, grassing and testing required to install the roadway infrastructure, as more particularly described in the Project manual ("Project Manual") and all in accordance with the plans and specifications.

The Project Manual will be available beginning _____, 2018 at 12:00 p.m. and ending _____, 2018 at __:__.m., at the offices of Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans including specifications. Please make checks payable to Greenman-Pedersen, Inc.

There will be a **mandatory pre-proposal conference** at the Project site, located at _____, on _____, 2018 at __:__.m. Failure to attend the mandatory pre-proposal conference may preclude the District's consideration of a proposal submitted by a non-attending proposer.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.** Any protest of the terms and specifications must be filed with the District within seventy-two (72) hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Firms desiring to provide construction services for the referenced project must submit eight (8) hard copies and one (1) electronic copy of the required proposal no later than 12:00 p.m. on _____, 2018 at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, where the proposals will be publicly opened consistent with Florida law. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the Proposal opening. The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in writing only to the District Engineer, Alan Wise, awise@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com by 5:00 p.m. on _____, 2018. No phone inquiries please.

**CANOPY COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS**

**Welaunee Boulevard Project
Leon County, Florida**

SECTION 1. DUE DATE. Sealed proposals must be received no later than **12:00 p.m.**, _____, **2018** at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this Project at the Project site, located at _____, on _____, 2018 at __:__ .m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with Section 255.05, *Florida Statutes*, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents, Addendum Acknowledgement Form and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to the District Engineer, Alan Wise, awise@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com. All questions must be received no later than 5:00 p.m. on _____, 2018 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSALS. Submit eight (8) hard copies and one (1) electronic copy of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – CANOPY CDD – WELAUNEE BOULEVARD PROJECT” on the face of it.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 11. PROJECT MANUAL. The Project Manual will be available on _____, 2018 at 12:00 p.m. through _____, 2018 at ____:____.m., at the offices of the Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, (850) 668.5211.

SECTION 12. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

SECTION 13. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or an executed standard EJCDC No. C-430 Bid Bond Form, a copy of which is included in the Project Manual, in the sum equal to five percent (5%) of the total amount of the bid, made payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of a contract. The Proposal Guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the Proposals are received.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

SECTION 15. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

SECTION 17. SPECIAL PROJECT/SITE CONDITIONS. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with unsuitable soils.

SECTION 18. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the contract documents that form part of the Project Manual as provided herein.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 20. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation.

- C. Complete Schedule of Values.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 21. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby.
- C. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, including Florida Department of Transportation, Leon County, the City of Tallahassee, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation.
- D. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction and its costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and the developer.

- F. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- G. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- H. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of his industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- I. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- J. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- K. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- L. All landscape areas shall incorporate clean topsoil.
- M. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.
- N. The Contractor shall submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and proposal must balance. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- O. The Proposer shall specify subcontractors to be used for major work items.

- P. The Contractor shall obtain and comply with the DEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Contractor shall file the required DEP NOI prior to the commencement of construction activities. The contractor will also be required to terminate NOI, per DEP procedures, upon successful completion of construction activities.
- Q. Contractor shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. Contractor shall monitor and keep the construction area in compliance with all NPDES, DEP, NFWFMD, ACOE, and County latest rules and regulations. Any fines levied shall be paid by Contractor.
- R. Enclosed is a report of geotechnical exploration prepared by _____ . All construction shall be completed in accordance with this report. The entire site is available to any proposer for surface or subsurface investigation at a mutually agreeable time. Owner assumes no responsibility for accuracy of soil report.
- S. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- T. Electric conduit will be provided by others.
- U. All signage shall be included in this proposal.
- V. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until twenty-four (24) months after acceptance by all applicable regulatory authorities.
- W. Enclosed is a CD containing PDF's of the Project plans. Such documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.

SECTION 22. PROTESTS. Any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice

of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in an amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 24. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

CANOPY COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals for the Welaunee Boulevard Project

Evaluation Criteria

1. Personnel.

(15 Points)

E.g., adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

2. Proposer's Experience and Available Equipment.

(25 Points)

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District in other contracts; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators.

3. Understanding of Scope of Work.

(20 Points)

E.g. Demonstration of the Proposer's understanding of the project requirements.

4. Schedule.

(20 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

5. Price.

(20 Total Points)

Points available for price will be allocated as follows:

10 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

SECTION VIII

MEMORANDUM

To: Tom Asbury
Alan Wise

From: Jennifer Kilinski
Jennings Cooksey

Subject: Acquisition Checklist – Canopy Community Development District Improvements

Date: March 2, 2018

As a follow up to the previously provided draft acquisition package, the following is a checklist that should be of assistance in preparing for the acquisition of engineering, permitting and design documents (“Work Product”) and fully completed infrastructure improvements (“Improvements”) by the Canopy Community Development District (“District”). Some of these items may not be applicable in a given circumstance. Please feel free to give us a call to discuss in more detail what needs to be acquired and what, from the below description, needs to be included.

Acquisition of Work Product.

For the acquisition of Work Product, the following items need to be collected or generated for each item of Work Product the developer is requesting the District acquire:

- (i) *Contract for Professional Services* - A copy of the contract (and any work authorizations) entered into by and between the Developer and the professional service provider under which the Work Product was produced.
- (ii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment.
- (iii) *Plans* - provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (iv) *Releases* - get releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product.
- (v) *Warranties* - provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District’s Improvement Plan.

- (vi) *Permits* - provide the permits and associated documentation to the District Engineer for review in advance of payment.
- (vii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate of approval.

Acquisition of District Improvements.

For the acquisition of District Improvements, the following items should be collected or generated for each completed piece of infrastructure the Developer is requesting the District acquire:

- (i) *Request for Infrastructure Acquisition* - For each acquisition the Developer would like to District to make, a request must be made to the District in writing describing at least the following:
 - (a) Nature of the District Improvement.
 - (b) General location of the District Improvement.
 - (c) Cost of the District Improvement.
- (ii) *Contract for Construction Services* - A copy of the contract (and any change orders) entered into by and between the developer and the construction contractor under which the District Improvement was constructed.
- (iii) *Documentation of Costs Paid* - This simply means applications for payment, invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the District Improvement to be acquired and must be accompanied by proof of payment and a verification of payment from the construction contractor.
- (iv) *Lien Releases* - Lien releases from the construction contractor reflecting payment in full for construction of completed District Improvements (inc. subcontractors).
- (v) *Schedule of Values* - A Schedule of Values identifying only those costs associated with the construction and/or installation of District Improvements (utilities, paving, drainage, etc.).
- (vi) *Contractor's Warranty Letter and Maintenance Bond* - A warranty letter and maintenance bond from the construction contractor for the District Improvements to be acquired. For example,
 - (a) Stormwater - ponds, master drainage pipes and control structures
 - (b) Roadway - paving and drainage
 - (c) Utilities - water, sewer and lift station

- (vii) *Test Results* - **If applicable** to the District Improvement being acquired, the following testing must be completed and the results provided to the District Engineer for review in advance of acquisition. By way of example:
- (a) Bacteriological
 - (b) Pressure tests
 - (c) Backflow certification
 - (d) TV Tapes
 - (e) Electric to lift station
 - (f) Lift station start-up
 - (g) Lift station start-up electrical inspection
 - (h) Operation and maintenance manuals
 - (I) Geotechnical testing results and geotechnical certification
- (viii) *Final Inspections and Agency Sign-Off* - **If applicable** to the District Improvement being acquired, final inspections by the project engineer must be completed and sign-off obtained from the appropriate governmental agencies (DEP, WMD etc.).
- (ix) *Instruments of Conveyance*. Most, if not all, of the transfers of improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Developer will be asked to provide such certifications or documents as may be required by that governmental body.
- (x) *Real Property Interests*. Determine what type of real property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance.
- (xi) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate.

Acquisition of Real Property (if applicable).

Certain documentation will need to be collected or generated for the conveyance of real property to the District. This documentation may vary on a case-by-case basis (for example, title opinions and insurance may be required) and may be dependent on the type of property interest involved. Developer should consult with our office to determine the documentation necessary for real property conveyance.

For example, the following items may need to be collected or generated for each parcel of property the developer would like to convey to the District:

(i) *Survey and Legal Description* - For each parcel to be conveyed to the District, the parcel must be surveyed and the Developer must obtain a metes and bounds description.

(ii) *Instruments of Conveyance* - Each parcel must be conveyed by the Developer to the District by a recorded deed or such other method of conveyance acceptable to the District.

(iii) *Proof of Payment of Taxes/Liens* - For each parcel to be conveyed to the District, the Developer must provide proof that all taxes and liens, if applicable, have been paid up to the date of conveyance.

(iv) *Title Opinion* - The landowner must provide a title opinion for any lands that are dedicated to the District, and title insurance for any lands that are purchased by the District.

I hope that the information contained in this memorandum is a benefit to you as we proceed with the acquisition of improvements and associated real property. If you have any questions, please feel free to call at your earliest convenience.

DOCUMENT CHECKLIST FOR CANOPY CDD

<input type="checkbox"/>	<i>Letter from Ox Bottom Mortgage Holdings, LLC</i> – indicating nature of improvement, its general location, and its estimated cost. See attached form of Letter.
<input type="checkbox"/>	<i>Letter from District Engineer</i> – indicating that the infrastructure to be conveyed is part of the District’s Engineer’s Report. See attached form of Letter
<input type="checkbox"/>	<i>Contract(s) for Construction Services</i> - A copy of any contract(s) entered into by and between Ox Bottom Mortgage Holdings, LLC, and the construction contractor under which the District Improvement was constructed.
<input type="checkbox"/>	<i>Documentation of Costs Paid</i> – cancelled checks or other similar documentation
<input type="checkbox"/>	<i>Lien Releases</i> - Lien releases from the construction contractor reflecting payment in full for construction of completed improvement being acquired. Typically, these are included in pay application; see also Warranty Letter attached hereto for final release.
<input type="checkbox"/>	<i>Contractor’s Warranty Letter</i> – See form of attached Warranty Letter
<input type="checkbox"/>	<i>Copy of Warranty/Maintenance/Performance Bonds</i>
<input type="checkbox"/>	<i>As-Builts</i>
<input type="checkbox"/>	<i>Release of Restrictions for As-Builts</i> - See attached form of Release
<input type="checkbox"/>	<i>Final Inspections and Agency Sign-Off</i>
<input type="checkbox"/>	<i>Bills of Sale</i>
<input type="checkbox"/>	<i>Engineering Certification</i> –See attached form of Engineering Certification.

March ___, 2018

Canopy Community Development District
c/o George Flint, District Manager
Governmental Management Services -
Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

Re: Canopy Community Development District
Acquisition of the Canopy Community Development District Improvements

Dear Mr. Flint:

Ox Bottom Mortgage Holdings, LLC (“Ox Bottom”) has completed and wishes to sell to the District certain improvements, which improvements are more particularly set forth in the Engineer’s Report (defined below) (the “Improvements”). Ox Bottom wishes to convey the Improvements, which were included in the District’s *Engineer’s Report for the Canopy Community Development District*, dated August 2017, as supplemented by the *Supplemental Engineers Report Capital Improvement Revenue Bonds Series 2018*, dated _____ (collectively, the “Engineer’s Report”) to the District in exchange for the payment of \$ _____, representing the actual cost of constructing the Improvements. Please have the funds made payable to Ox Bottom Mortgage Holdings, LLC.

Sincerely,

Ox Bottom Mortgage Holdings, LLC

cc: Jennifer Kilinski, District Counsel
Alan Wise, P.E., District Engineer

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF LEON

I, Tom Asbury, as _____ (title) of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Tom Asbury, and I am _____ (title) of Ox Bottom Mortgage Holdings, LLC (the "Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Canopy Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The District's *Engineer's Report for the Canopy Community Development District*, dated August 2017 as supplemented by the *Supplemental Engineers Report Capital Improvement Revenue Bonds Series 2018*, dated _____ (collectively, the "Engineer's Report") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*, ("Improvements")
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer's Report and are part of the District's capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer's Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of March, 2018.

**OX BOTTOM MORTGAGE HOLDINGS,
LLC**, a Florida limited liability company

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of March, 2018, by Tom Asbury, as _____ (title) of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of March, 2018, by Sandco, Inc., a Florida Corporation, having offices located at 4708 Capital Circle NW, Tallahassee, FL 32303 (“Contractor”), in favor of the **CANOPY COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in the City of Tallahassee, Florida, and having offices located at c/o Governmental Management Services, Inc., 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Ox Bottom Mortgage Holdings, LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

SANDCO, INC., a Florida Corporation

[print name]

By: _____
Its: _____

[print name]

EXHIBIT A
CONTRACTS FOR CONSTRUCTION

WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS ON THE CANOPY COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS WARRANTY, ASSIGNMENT AND RELEASE is made the ___ day of March, 2018, by **Greenman-Pedersen, Inc.**, a New York Corporation whose address is 1590 Village Square Blvd, Tallahassee, FL 32309, ("Professional"), in favor of the **CANOPY COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in the City of Tallahassee, Florida, and having offices located at c/o Governmental Management Services, Inc., 135 W. Central Blvd., Suite 320, Orlando, FL 32801, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the District, the receipt and sufficiency of which are hereby acknowledged by the Professional.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction and/or installation of certain infrastructure improvements for Ox Bottom Mortgage Holdings, LLC, a landowner within the District ("Landowner"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District anticipates it will acquire the Work Product from Landowner, and thereby secure unrestricted rights to use and rely upon the same for any and all purposes, including the purposes for which it was intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional hereby further acknowledges it has been paid at least \$ _____ for the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the

appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty, Assignment and Release shall take effect upon execution.

WITNESSES

GREENMAN-PEDERSEN, INC.

Signature

[print name]

Print Name

Its: _____

[print name]

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **OX BOTTOM MORTGAGE HOLDINGS, LLC**, a Florida limited liability company, whose local mailing address is 4708 Capital Circle NW, Tallahassee, FL 32303 (the “**Seller**”), and in consideration of the sums set forth in the exhibits attached hereto and for other valuable consideration, to it paid by the **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services, Inc., 135 W. Central Blvd., Suite 320, Orlando, FL 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit A** attached hereto.

Infrastructure, including but not limited to all plants, trees, timber, shrubbery, and other landscaping and plantings, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit B** attached hereto.

All roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, now a part of the property (but not including any gates or gate-operating mechanisms and related components), now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit C** attached hereto.

All conservation open spaces, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit D** attached hereto.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and

assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this ____ day of March, 2018.

**OX BOTTOM MORTGAGE HOLDINGS,
LLC, a Florida limited liability company**

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of March, 2018, by Tom Asbury as _____ (title) of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**GREENMAN-PEDERSEN, INC.'S CERTIFICATION TO
CANOPY COMMUNITY DEVELOPMENT DISTRICT REGARDING
CANOPY CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS**

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned, personally appeared Alan Wise, P.E., of Greenman-Pedersen, Inc., who, after being first duly sworn, deposes and says:

I, Alan Wise, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain of the Canopy Community Development District improvements (the "Improvements"), as more particularly set forth in **Exhibit A**.

I hereby certify to the Canopy Community Development District (the "District") the below listed matters:

1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications.

2) The Improvements are free from obstruction and are functional for their intended purpose.

3) In my opinion, the acquisition amount of \$ _____ (1) relates directly to the construction of those certain improvements described in the *Engineer's Report for the Canopy Community Development District*, dated August 2017, as supplemented by the *Supplemental Engineers Report Capital Improvement Revenue Bonds Series 2018*, dated _____ (collectively, the "Engineer's Report"), (2) specifically benefits property within the boundaries of the District as described in the Engineer's Report, and (3) is fair and reasonable. Further, in my opinion, this amount does not exceed the value of the Improvements as installed.

FURTHER AFFIANT SAYETH NOT.

Alan Wise, P.E.,
Greenman-Pedersen, Inc.
Florida Registration No. _____

The foregoing instrument was acknowledged and subscribed before me this ____ day of March, 2018, by Alan Wise, P.E., who has produced _____ as identification and has taken an oath.

Notary Public

Name of officer taking acknowledgment
Commission Expires:

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2018, by **OX BOTTOM MORTGAGE HOLDINGS, LLC**, a Florida limited liability company, whose address is 4708 Capital Circle NW, Tallahassee, FL 32303, hereinafter called the "Grantor," to **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services, Inc., 135 W. Central Blvd., Suite 320, Orlando, FL 32801, hereinafter called the "Grantee:"

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in City of Tallahassee, Leon County, Florida, described as follows:

[Insert tracts and plat book/page reference]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and

year first above written.

**OX BOTTOM MORTGAGE
HOLDINGS LLC,**
a Florida limited liability company

Printed Name: _____
Witness

Printed Name: _____
Witness

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ (name), as _____ (title) of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

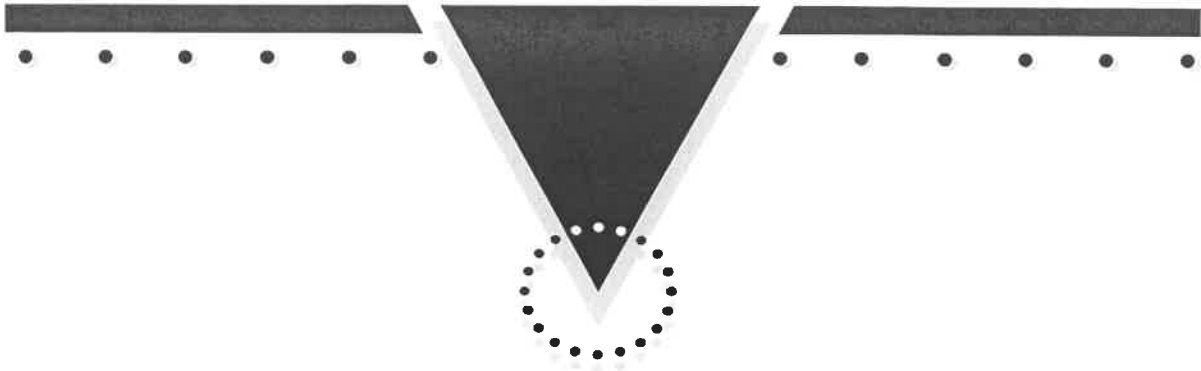
(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

SECTION IX



**Canopy
Community Development District**

Unaudited Financial Reporting

February 28, 2018



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund Income Statement</u>
3	<hr/>	<u>Month to Month</u>
4	<hr/>	<u>Developer Contributions Schedule</u>

Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 28, 2018

	<u>GENERAL</u>
<u>ASSETS:</u>	
CASH	\$1,234,686
DUE FROM DEVELOPER	\$6,524
DUE FROM DEVELOPER - CAPITAL	\$4,304
TOTAL ASSETS	<u><u>\$1,245,514</u></u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$1,237,525
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNASSIGNED	\$7,990
TOTAL LIABILITIES & FUND EQUITY	<u><u>\$1,245,514</u></u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

	BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$87,500	\$36,458	\$50,967	\$14,508
TOTAL REVENUES	\$87,500	\$36,458	\$50,967	\$14,508
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE</u>				
ENGINEERING	\$12,000	\$5,000	\$9,742	(\$4,742)
ATTORNEY	\$25,000	\$10,417	\$19,428	(\$9,012)
MANAGEMENT FEES	\$35,000	\$14,583	\$14,583	(\$0)
INFORMATION TECHNOLOGY	\$600	\$250	\$250	\$0
TELEPHONE	\$300	\$125	\$18	\$107
POSTAGE	\$1,000	\$417	\$55	\$362
INSURANCE	\$5,800	\$5,800	\$5,000	\$800
PRINTING & BINDING	\$1,000	\$417	\$251	\$166
LEGAL ADVERTISING	\$5,000	\$2,083	\$1,049	\$1,034
OTHER CURRENT CHARGES	\$1,000	\$417	\$393	\$24
OFFICE SUPPLIES	\$625	\$260	\$22	\$239
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$87,500	\$39,944	\$50,967	(\$11,023)
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - Beginning	\$0		\$7,990	
FUND BALANCE - Ending	\$0		\$7,990	

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Developer Contributions	\$23,302	\$10,921	\$4,732	\$8,975	\$3,037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,967
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$23,302	\$10,921	\$4,732	\$8,975	\$3,037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,967
Expenditures													
Administrative													
Engineering	\$3,598	\$3,562	\$739	\$1,843	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,742
Attorney	\$10,113	\$4,281	\$954	\$4,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,428
Management Fees	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,583
Information Technology	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Telephone	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
Postage	\$30	\$1	\$2	\$19	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55
Insurance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Printing & Binding	\$201	\$46	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$251
Legal Advertising	\$1,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,069
Other Current Charges	\$131	\$66	\$66	\$66	\$66	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$393
Office Supplies	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Expenditures	\$23,302	\$10,921	\$4,732	\$8,975	\$3,037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,967
Excess Revenues (Expenditures)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Canopy Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (FY17)	Capital Project Portion (FY17)	General Fund Portion (FY18)	Capital Project Portion (FY18)	Over and (short) Balance Due	
FY17										
CASH										
1	6/20/17	8/25/17	\$ 7,700.00	\$ 7,700.00	\$ 4,930.47	\$ -	\$ -	\$ -	\$ -	
2	8/21/17	11/22/17	\$ 12,154.78	\$ 12,154.78	\$ 7,154.78	\$ -	\$ 5,000.00	\$ -	\$ -	
3	9/25/17	11/22/17	\$ 7,427.11	\$ 7,427.11	\$ 7,427.11	\$ -	\$ -	\$ -	\$ -	
FY18										
1	10/27/17	11/22/17	\$ 20,781.11	\$ 20,781.11	\$ 14,762.58	\$ 2,782.50	\$ 3,236.03	\$ -	\$ -	
2	11/27/17	12/6/17	\$ 8,438.05	\$ 8,438.05	\$ 2,165.65	\$ 2,014.00	\$ 4,258.40	\$ -	\$ -	
3	12/22/17	1/17/18	\$ 16,683.93	\$ 16,683.93	\$ -	\$ -	\$ 10,721.43	\$ 5,962.50	\$ -	
4	1/22/18	2/6/18	\$ 10,959.70	\$ 10,959.70	\$ -	\$ -	\$ 3,979.10	\$ 6,980.60	\$ -	
5	2/13/18	3/12/18	\$ 4,664.45	\$ 4,664.45	\$ -	\$ -	\$ 2,971.30	\$ 1,693.15	\$ 4,664.45	
6	3/22/18		\$ 9,335.86	\$ 9,335.86	\$ -	\$ -	\$ 6,724.82	\$ 2,611.04	\$ 9,335.86	
Due from Developer					\$ 98,144.99	\$ 44,140.59	\$ 4,796.50	\$ 36,891.08	\$ 17,247.29	\$ 14,000.31

Total Developer Contributions FY18

Cash balance from Dove Pond -\$4930.47

\$ 54,138.37

1

2

Canopy

Community Development District

FY18 Funding Request #5
February 26, 2018

Payee	Capital Project FY2018	General Fund FY2018
1 Governmental Management Services-CF, LLC Inv # 8 - Management Fees - February 2018		\$ 2,971.30
2 Greenman-Pedersen, Inc Inv # 248502 General Engineering Services December 2017	\$ 739.15	
3 Hopping Green & Sams Inv # 98160 Project Construction December 2017	\$ 954.00	
	\$ 1,693.15	\$ 2,971.30
	Total:	\$ 4,664.45

Please make check payable to:

Canopy Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 8
 Invoice Date: 2/1/18
 Due Date: 2/1/18
 Case:
 P.O. Number:

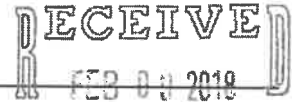
Bill To:
 Canopy CDD
 135 West Central Blvd
 Suite 320
 Orlando, FL 32801

REC'D FEB 08 2018

Description	Hours/Qty	Rate	Amount
Management Fees - February 2018	1.310	2,916.67	2,916.67
Information Technology - February 2018	.351	50.00	50.00
Office Supplies	.51	0.39	0.39
Postage	.42	3.94	3.94
Copies	.425	0.30	0.30
Total			\$2,971.30
Payments/Credits			\$0.00
Balance Due			\$2,971.30

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services



BY: _____

Canopy Community Development District
 135 West Central Blvd, Suite 320
 Orlando, FL 32801

January 23, 2018
 Project No: FLX-2017011.00
 Invoice No: 248502

Project FLX-2017011.00 Canopy CDD Continuing Services
Professional Services from November 25, 2017 to December 22, 2017

Task	00100	General Services	Hours	Rate	Amount	
Professional Personnel						
Wise, Alan		12/1/2017	1.00	175.48	175.48	
		Site reviw of Dam construction Status				
Wise, Alan		12/12/2017	3.00	175.48	526.44	
		Canopy CDD Bond Validation Hearing				
		Totals	4.00		701.92	
		Total Labor				701.92
Reimbursable Expenses						
Travel					37.23	
		Total Reimbursables			37.23	37.23
				Total this Task		\$739.15
				Total this Invoice		\$739.15

Hopping Green & Sams

Attorneys and Counselors

118 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

January 25, 2018

Canopy CDD
c/o Governmental Management Services, LLC
135 West Central Blvd., Suite 320
Orlando, FL 32801

Bill Number 98160
Billed through 12/31/2017

hd
5

1-310-513315

REC'D FEB 07 2018

Project Construction
CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

12/22/17	JLK	Call with Hunter regarding Interlocal agreement; review DA and begin outline draft of same.	1.40 hrs
12/28/17	JLK	Draft interlocal agreement; review DA; review cost estimates; review JPA; review FDOT agreement and confer with representatives on same.	1.80 hrs
12/29/17	JLK	Continue drafting interlocal agreement.	0.40 hrs
Total fees for this matter			\$954.00

MATTER SUMMARY

Kilinski, Jennifer L.	3.60 hrs	265 /hr	\$954.00
TOTAL FEES			\$954.00
TOTAL CHARGES FOR THIS MATTER			<u>\$954.00</u>

BILLING SUMMARY

Kilinski, Jennifer L.	3.60 hrs	265 /hr	\$954.00
TOTAL FEES			\$954.00
TOTAL CHARGES FOR THIS BILL			<u>\$954.00</u>

Please include the bill number on your check.

Canopy

Community Development District

FY18 Funding Request #6
March 26, 2018

Payee	Capital Project FY2018	General Fund FY2018
1 City of Tallahassee		
Inv #78426 Meeting Site February 06, 2018		\$ 65.50
Inv #78426 Meeting Site March 06, 2018-Cancelled		\$ 65.50
2 Florida Department of Economic Opportunity		
Inv #71233 FY18 Special District Fee October 2017		\$ 175.00
3 Governmental Management Services-CF, LLC		
Inv# 9 - Management Fees - March 2018		\$ 3,106.32
4 Greenman-Pedersen, Inc		
Inv # 249801 General Engineering Services January 2018	\$ 1,842.54	
5 Hopping Green & Sams		
Inv # 98526 General Counsel January 2018		\$ 3,312.50
Inv # 98527 Project Construction January 2018	\$ 768.50	
	\$ 2,611.04	\$ 6,724.82
	Total:	\$ 9,335.86

Please make check payable to:

Canopy Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

City Of Tallahassee (General Fnd 001)
 APS-Accounting Services Division - A/R
 c/o Box A-4, City Hall, 300 S. Adams St.
 Tallahassee, FL 32301

RECEIVED
 MAR 14 2018

Invoice

BY: _____

Customer No.: 9992
 Invoice No.: 78426

Bill To: Canopy CDD
 Attn: Stacie Vanderbilt
 135 W. Central Blvd., Suite 320
 Orlando, FL 32801

Ship To: Canopy CDD
 Attn: Stacie Vanderbilt
 135 W. Central Blvd., Suite 320
 Orlando, FL 32801

Date	Ship Via	FOB	Terms	
03/09/18			Due on receipt	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
		Parks, Rec. & Neighborhood Affairs		
Quantity	Item Number	Description	Unit Price	Amount
1		Fee for meeting @ Dorothy B. Over Park - 2/6/20018	65.50	65.50
1		Fee for meeting @ Dorothy B. Oven Park - 3/6/20018 **This meeting was cancelled with short notice	65.50	65.50
Invoice subtotal				131.00
Invoice total				131.00

6
 1-310-513-49

Thank You

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2017/2018 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 71233			Date Invoiced: 10/02/2017
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/04/2017: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Canopy Community Development District
 Ms. Jennifer Kilinski
 Hopping Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

- 2. Telephone: (850) 222-7500
- 3. Fax: (850) 224-8551
- 4. Email: jenk@hgsllaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: www.canopycdd.com
- 8. County(ies): Leon
- 9. Function(s): Community Development
- 10. Boundary Map on File: 07/28/2017
- 11. Creation Document on File: 07/28/2017
- 12. Date Established: 05/24/2017
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: City of Tallahassee
- 15. Creation Document(s): City Ordinance 17-O-08
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 08/14/2017

4
 1-310-513-5400

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: *Jennifer Kilinski* Date 11/27/17

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, ALL of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1 This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2 This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3 This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2015/2016 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 9
 Invoice Date: 3/1/18
 Due Date: 3/1/18
 Case:
 P.O. Number:

Bill To:
 Canopy CDD
 135 West Central Blvd
 Suite 320
 Orlando, FL 32801

hd

Description	Hours/Qty	Rate	Amount
Management Fees - March 2018 <i>1.310-513.34</i>		2,916.67	2,916.67
Information Technology - March 2018 <i>.351</i>		50.00	50.00
Office Supplies <i>.51</i>		20.06	20.06
Postage <i>.42</i>		0.94	0.94
Copies <i>.425</i>		118.65	118.65

REC'D MAR 02 2018

Total	\$3,106.32
Payments/Credits	\$0.00
Balance Due	\$3,106.32

RECEIVED
MAR 02 2018

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

BY: _____

Canopy Community Development District
135 West Central Blvd, Suite 320
Orlando, FL 32801

February 15, 2018
Project No: FLX-2017011.00
Invoice No: 249801

Project FLX-2017011.00 Canopy CDD Continuing Services
Professional Services from December 23, 2017 to January 19, 2018

Task 00100 General Services

Professional Personnel

	Hours	Rate	Amount
Wise, Alan 12/29/2017 Supplemental Engineer's Report #1	4.00	175.48	701.92
Wise, Alan 1/3/2018	4.00	175.48	701.92
Wise, Alan 1/11/2018 Site review for status of dam construction, initial review of pay applications from Sandco and RS&H	2.50	175.48	438.70
Totals	10.50		1,842.54
Total Labor			1,842.54
		Total this Task	\$1,842.54
		Total this Invoice	\$1,842.54

7 hcl
1-310-513-311
Dam Constr./Supp Eng. Report #1

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

FEB 20 2018

BY: _____

===== STATEMENT =====

February 15, 2018

Canopy CDD
c/o Governmental Management Services, LLC
135 West Central Blvd., Suite 320
Orlando, FL 32801

Bill Number 98526
Billed through 01/31/2018

*5 hd
1,310.813.315*

General Counsel
CANCDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

01/02/18	JLK	Draft interlocal agreement for advance construction and funding between City, Blueprint and CDD.	2.50 hrs
01/03/18	JLK	Continue drafting interlocal agreement and confer with staff on same.	2.30 hrs
01/05/18	JLK	Provide feedback on various assessment questions and boundary amendment processes; review property descriptions for same.	0.80 hrs
01/08/18	JLK	Conference call with Manausa.	0.20 hrs
01/10/18	JLK	Continue review of interlocal.	0.40 hrs
01/12/18	JLK	Continue drafting and review of interlocal and transmit same to BP and staff.	0.80 hrs
01/16/18	JLK	Review trifold handout and declarations.	0.50 hrs
01/17/18	JLK	Review CDD informational package and provide comments to same.	0.40 hrs
01/19/18	JLK	Update interlocal with various comments and transmit for board review.	0.60 hrs
01/26/18	JLK	Confer with engineer regarding interlocal exhibits and correspondence related to same.	0.60 hrs
01/30/18	JLK	Review draft agenda and provide comments to same.	0.50 hrs
01/30/18	KFJ	Correspond with district manager; update ethics filing information.	0.20 hrs
01/31/18	CGS	Monitor proposed legislation which may impact district.	1.70 hrs
Total fees for this matter			\$3,312.50

MATTER SUMMARY

Stuart, Cheryl G.	1.70 hrs	435 /hr	\$739.50
Kilinski, Jennifer L.	9.60 hrs	265 /hr	\$2,544.00

Jusevitch, Karen F.- Paralegal	0.20 hrs	145 /hr	\$29.00
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TOTAL FEES			\$3,312.50
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TOTAL CHARGES FOR THIS MATTER			\$3,312.50
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BILLING SUMMARY

Stuart, Cheryl G.	1.70 hrs	435 /hr	\$739.50
Kilinski, Jennifer L.	9.60 hrs	265 /hr	\$2,544.00
Jusevitch, Karen F.- Paralegal	0.20 hrs	145 /hr	\$29.00

TOTAL FEES			\$3,312.50
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TOTAL CHARGES FOR THIS BILL			\$3,312.50
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Please include the bill number on your check.

RECEIVED

FEB 20 2018

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

BY: _____

===== STATEMENT =====

February 15, 2018

Canopy CDD
c/o Governmental Management Services, LLC
135 West Central Blvd., Suite 320
Orlando, FL 32801

Bill Number 98527
Billed through 01/31/2018

5 hol
1.30 513.315

Project Construction
CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

01/17/18	JLK	Review NTO and disseminate same.	0.40 hrs
01/30/18	JLK	Conference call on pay application and JPA process; transmit summary of JPA requirements for same; call with chair and engineer on same.	1.20 hrs
01/31/18	JLK	Attend CEI all with staff; review agreement and documentation for same; confer regarding pay app and back up for same; confer regarding process for submittals.	1.30 hrs
Total fees for this matter			\$768.50

MATTER SUMMARY

Kilinski, Jennifer L.	2.90 hrs	265 /hr	\$768.50
TOTAL FEES			\$768.50
TOTAL CHARGES FOR THIS MATTER			\$768.50

BILLING SUMMARY

Kilinski, Jennifer L.	2.90 hrs	265 /hr	\$768.50
TOTAL FEES			\$768.50
TOTAL CHARGES FOR THIS BILL			\$768.50

Please include the bill number on your check.