

***Canopy Community
Development District***

Agenda

December 4, 2018

AGENDA

Canopy

Community Development District

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

November 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, December 4, 2018 at 11:00 AM at the Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the November 6, 2018 Meeting
4. Consideration of Resolution 2019-04 Ratifying the Action of the Board Regarding the Issuance of the Series 2018A Bonds
5. Consideration of Resolution 2019-05 Amending Resolution 2018-16
6. Consideration of Construction Funding Agreement for Welaunee Boulevard Project
7. Consideration of Updated Interlocal Between the District, City and Blueprint for Welaunee Boulevard
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Ratification of Capital Funding Request #8
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Consideration of FY2019 Funding Request #2
9. Other Business
10. Supervisors Requests
11. Adjournment

The third order of business is the approval of the minutes of the November 6, 2018 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2019-04 ratifying the action of the Board regarding the issuance of the Series 2018A Bonds. A copy of the resolution is enclosed for your review.

The fifth order of business is the consideration of Resolution 2019-05 amending Resolution 2018-16. A copy of the resolution is enclosed for your review.

¹ Comments will be limited to three (3) minutes

The sixth order of business is the consideration of construction funding agreement for Welaunee Boulevard project. A copy of the agreement is enclosed for your review.

The seventh order of business is the consideration of updated Interlocal between the District, City and blueprint for Welaunee Boulevard. Supporting documentation is enclosed for your review.

The eighth order of business is Staff Reports. Section B is the Engineer's Report. Section 1 includes Capital Funding Request #8 for ratification. A copy of the Funding Request is enclosed for your review. Section C is the District Manager's Report. Section 1 includes the balance sheet and income statement for review. Section 2 includes Fiscal Year 2019 Funding Request #2 for consideration. 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
Joe McHugh, District Engineer
Darrin Mossing Jr., GMS

Enclosures

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, November 6, 2018 at 11:00 a.m. at Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Abraham Prado	District Engineer
George Smith	Bond Counsel
Darrin Mossing, Jr.	GMS
Ed Bulleit	MBS Capital Markets
Steve Ghazvini	Sandco

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 2, 2018 Meeting

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the October 2, 2018 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2019-02
Supplemental Assessment Resolution**

Ms. Kilinski stated because it does incorporate the Final Assessment Methodology and final Supplemental Engineer's Report if there is anything you want to review we have extra copies.

Mr. Mossing stated we have the final numbers and the closing on the bonds is scheduled for this Thursday. The 2018A-1 was \$2,225,000 and the 2018 A-2 is \$5,480,000 and both of those bond issues are related to the 257 planned lots for Assessment Area 2. The landowner is responsible for the repayment of those bonds and the Series 2018 A-3 is \$2,735,000 and that bond issue represents the Assessment Area 3, which is the planned 651 single-family lots and the Series 2018 A-4 for \$965,000 is Assessment Area 1, which covers the 93 platted lots. The amounts that were disclosed to existing owners and future purchasers has not changed even though the numbers have moved around a little.

Ms. Kilinski stated we also had a few small changes in the Supplemental Engineer's Report since the previous time the Board approved it. The last review of the Engineer's Report was July 2018.

Mr. Prado stated the fundamental one is just clarification of what is currently allowed in the PUD and the proposed amendments to the PUD to obtain the additional 104 units bringing the total to 1,001 and some clarification on the permitting status since the original Engineer's report was submitted to the City and the water management district made a determination about Dove Pond, which is one of the specifically mentioned regional facilities within here and that will require some additional permitting. Just clarifying that six of the lots within the 93 lots have not been final platted yet.

Ms. Kilinski stated this resolution is really the final step in the bond issuance process. It incorporates the findings of the resolutions that you previously adopted and it clarifies the numbers that are set forth in the bond purchase agreement, which was executed by your Chairman before this Board Meeting. In section 3 it makes certain findings about the validation of the bonds, it will incorporate your Master Engineer's Report that was previously approved by the Board and the Supplemental Engineer's Report that was just reviewed by the Engineer with you. Section 3C will incorporate the Final Supplemental Assessment Methodology Report that was just reviewed by Darrin as well as your Master Assessment Report. Section 4, the exhibit sets forth the terms of the series 2018 A bonds, you have the bond schedule, sources of uses of funds and these are reflective of the final numbers that came out yesterday morning. Section 5 levies and allocates the 2018 assessments consistent with your assessment methodology and the indentures that were previously approved by the Board. Section 6 approves the true-up process and provides the parameters for

such true-up. Section 7 authorizes the District to record the lien in the improvement lien book. Section 8 will authorize the District to record an assessment notice so that future property owners will be on notice that there are assessments attributable to their property. Then you have the typical conflicts and severability.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Resolution 2019-02 Supplemental Assessment Resolution was approved.

FIFTH ORDER OF BUSINESS**Consideration of Other Financing Related Matters**

There being none, the next item followed.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2019-03
Rescinding Resolution 2019-01**

Ms. Kilinski stated at the last Board Meeting we presented a resolution that recommended re-starting the rebidding process for Units 4 and 5 infrastructure project. After that Board Meeting, in talking with the Engineer and the Landowner and understanding where we were in terms of contractor interest, time to rebid and the cost to rebid the project as well as the time and energy that the bidders have already put forth in bidding this project because we have had seven or eight addendums, we concluded that the recommendation should be to continue with the current bidders. We extended the bid deadline to November 30th recognizing that to go out and rebid is really only going to cost us more time, money and energy and the bidders you are likely to get back may be a reduced number based on the current market conditions with the intervening natural disaster and other considerations. This resolution will essentially put us back to where we were before you adopted Resolution 2019-01 and rescind that motion and keep going forward with the bids and we anticipate sometime in December or January you will consider the RFP packages for the current bidders that are in that process.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor Resolution 2019-03 Rescinding Resolution 2019-01 was approved.

SEVENTH ORDER OF BUSINESS**Appointment of Audit Committee and Chairman**

Mr. Mossing stated next is the appointment of an Audit Committee and Chairman. The District has reached the threshold in revenues and expenditures that requires us to have an annual audit by an independent certified public accounting firm. There is a process the District needs to go through in order to select an auditor to perform the annual audit services. This is step one, which is to appoint an Audit Committee and Chairman and we recommend that the existing Board act as the Audit Committee and the Chair act as the Chair for the Audit Committee.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the Board Members were appointed to sit as the Audit Committee and Mr. Asbury was appointed Chair.

EIGHTH ORDER OF BUSINESS

Consideration of Requisition No. 1 for the Series 2018 Bonds

Mr. Mossing stated we have two Requisition No. 1's. When the District closes on its bonds on Thursday it will actually have four separate construction accounts where the proceeds will be deposited, and we have prepared Requisition No. 1 for the Series 2018 A-3 construction account and the 2018 A-4 construction account for your consideration and approval. This is reimbursing the developer for funds they expended prior to issuing the bonds. The expenditures for both those areas have exceeded the amount of bond proceeds available so the requisition amounts are the actual balances that will be in the account on Thursday and will be wired out immediately upon receipt of those proceeds on Thursday.

Mr. Bulleit joined the meeting at this time.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor Requisition no. 1 for the Series 2018 A-3 Bonds payable to Ox Bottom Mortgage Holdings, LLC in the amount of \$1,019,257.82 was approved.

Mr. Mossing stated the next Requisition No. 1 is for the Series 2018 A-4 Bonds and it is payable to Ox Bottom Mortgage Holdings, LLC in the amount \$893,101 and this is for the 93 platted lots.

Ms. Castille stated I need to make sure I know what I'm voting on. We have an amended agenda is the backup for the amendment in here?

Ms. Kilinski stated just to clarify, the requisition you approved previously is for Dove Pond so the District has been approving construction requisitions for Dove Pond payments as they have

come in. Those you have seen and voted on and is a reimbursement. The second one is or the Unit 1 improvements. You may recall a couple meetings ago we had an acquisition package that set forth all the lien releases, the improvements that were provided that were consistent with the Engineer's Report for Unit 1. We had warranties and assignments to the District for the improvements, that whole package, is the one you previously approved but we haven't had money to reimburse for. The \$893,101 is reflective of the amounts you previously approved for that acquisition, knowing we wouldn't get the money until we issued bonds. The forms of the requisitions are set forth in the indenture that requires an Engineer's certificate or signature that confirms that it is part of the 2018 project and that it is coming out of the right construction fund because there is a restricted account for the amenity.

Ms. Castille stated my frustration today is that we are taking probably the most important aspect of what we need to do to make these payments and do what we need to do and we have a series of documents in front of us that don't purport to do what you are telling us that we do. I'm looking for this document and I can't find it. You handed me the requisition form, but it is the resolutions we are doing and we are all responsible.

Ms. Kilinski stated there are no resolutions for these and part of the reason you are getting these documents so late is because we didn't get numbers until yesterday.

Ms. Castille stated the responsibility is for all of you who are being paid a lot of money to make us have the right documents that we are voting on. Because we have responsibilities to the people we pay, we have responsibilities to the Chairman and his partner to do what needs to be done and if somebody comes back and questions it and they question us, I can tell you we are all looking around for the papers we are supposed to be deciding on. If I can put my eyes on it then I'm happy to do that.

Ms. Kilinski stated we are saying there are no resolutions for the requisitions. The requisition is the form that was approved in the Indenture by this Board. Darrin put that together this morning based on numbers that were provided to us yesterday.

Ms. Castille asked are these to make up the \$1.5 million in amenities? Is it part of that plus the \$7.3 million?

Ms. Kilinski stated no. Think about it this way, you have four buckets that are set forth in the Indenture that provide for the flow of funds in the construction account and the construction account can only be used for qualified projects that are set forth in the Engineer's Report. You have bucket A, which is the A-1 A-2 account, which is the 257 lots and we have no qualified

improvements today because none of that has been constructed. Then you have an A-3 account that has two separate accounts in it, it has a restricted account for \$1.5 million for an amenity that has not yet been built so there are no requisitions for that. Then you have \$1,019,257.82 the one that Darrin just set out and that is for the Dove Pond Dam, that is reimbursements for contracts that have been coming in. The Dove Pond Dam contract is for about \$4 million plus you have CEI services with RS&H and GPI who provided CEI. I don't know the total contract amount right now, but it is over \$4 million, \$2 million of that is being funded by Blueprint, over \$2 million that has been funded by the developer pursuant to that contract. We don't have that much money to pay them back and we won't have that much money to pay them back. All we have in that account is \$1,019,257.82, which will liquidate that account and pay them back for everything they paid to the District so far under Dove Pond. Then you have an A-4 account that has \$893,101 and that is the amount attributable to Unit 1 infrastructure for the 93 lots that is already done. Again, it is not completely lined up with the Unit 1 improvements, I think we had over \$2 million that you approved as an acquisition, but we were only able to fund \$893,101 for reimbursement. That was previously approved by this Board, but we didn't have money at the time and we said when we actually issue bonds we will come back to you with a requisition to repay some of this amount that you have already acquired. The District already owns those improvements.

Ms. Castille asked where is the requisition you just talked about? I have the No.1.

Mr. Mossing stated there are two No. 1's, different accounts.

Ms. Castille stated I have that.

Mr. Mossing stated the extra confusing part is the developer has spent a lot more than he is getting repaid.

Ms. Castille stated I am much more comfortable now.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor Requisition No. 1 for the series 2018 A-4 Bonds payable to Ox Bottom Mortgage Holdings, LLC in the amount of \$893,101 was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Ratification of Capital Funding Request No. 7

Mr. Mossing stated Capital Funding Request No. 7 is for \$114,000, that is the next draw, construction application No. 9 to Sandco. That has been processed and received and paid to Sandco.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Capital Funding Request No. 7 in the amount of \$114,000 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. Consideration of FY19 Funding Request No. 1

Mr. Mossing stated Funding Request No. 1 in the amount of \$16,8828.75 was included in the agenda package. The GMS invoice needs to be amended and I spoke with the Chairman prior to the meeting about that. The corrected amount is \$3,097.40 and the revised Funding Request No. 1 will be \$24,545.45. For Fiscal Year 2019 we adopted a build-out budget, some of our fees under the build out budget were higher in the budget than our contract calls for at this point.

Mr. Asbury asked does that include the Democrat?

Mr. Mossing stated that was the last funding request and we have not paid that. I have been trying to get in touch with representatives to address the cost of that advertisement and I spoke with a representative this morning who gave me another person to speak with who deals with the rates. We are continuing to follow-up on that.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Funding Request No. 1 in the amount of \$24,545.45 was approved as amended.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

There being none,

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the meeting adjourned at 11:31 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018A-1, SPECIAL ASSESSMENT BONDS, SERIES 2018A-2, SPECIAL ASSESSMENT BONDS, SERIES 2018A-3, AND SPECIAL ASSESSMENT BONDS, SERIES 2018A-4; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018A-1, SPECIAL ASSESSMENT BONDS, SERIES 2018A-2, SPECIAL ASSESSMENT BONDS, SERIES 2018A-3, AND SPECIAL ASSESSMENT BONDS, SERIES 2018A-4; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, Florida Statutes, including its Special Assessment Bonds, Series 2018A-1 ("**Series 2018A-1 Bonds**"), Special Assessment Bonds, Series 2018A-2 ("**Series 2018A-2 Bonds**"), Special Assessment Bonds, Series 2018A-3 ("**Series 2018A-3 Bonds**"), and Special Assessment Bonds, Series 2018A-4 ("**Series 2018A-4 Bonds**") (collectively, the Series 2018A-1 Bonds, Series 2018A-2 Bonds, Series 2018A-3 Bonds, and Series 2018A-4 Bonds are referred to as the "**Series 2018A Bonds**"); and

WHEREAS, the District closed on the sale of the Series 2018A Bonds on November 8, 2018; and

WHEREAS, as prerequisites to the issuance of the Series 2018A Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents ("**Closing Documents**"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2018A Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2018A Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2018A Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2018A Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2018A Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 4th day of December, 2018.

ATTEST:

**CANOPY COMMUNITY DEVELOPMNT
DISTRICT**

Secretary

By:

Its:

SECTION V

RESOLUTION 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2018/2019; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Leon County, Florida (“County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with Chapter 190, *Florida Statutes*; and

WHEREAS, Ox Bottom Mortgage Holdings, LLC (the “Landowner”) is the landowner of certain property located within the District, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the provision of such services, facilities and operations is a benefit to the lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that, on an annual basis, the District may impose special assessments on benefitted lands within the District in order to defray the cost of the District’s operations and maintenance expenses; and

WHEREAS, at its August 21, 2018 meeting, the District’s Board of Supervisors (the “Board”) adopted Resolution 2018-16 which imposed operations and maintenance special assessments on benefitted lands within the District, including the Property, to fund the District’s budget for the Fiscal Year 2018-2019 (the “FY 2019 Assessments”), and determined to directly collect the FY 2019 Assessments levied on the Property (the “2019 Direct Collect Assessments”); and

WHEREAS, pursuant to Resolution 2018-16, the collection schedule for the 2018 Direct Collect Assessments was: 50% due no later than December 1, 2018, 25% due no later than February 1, 2019, and 25% due no later than May 1, 2019 (the “2019 Collection Schedule”); and

WHEREAS, upon consideration of the District’s funding needs for ongoing operation and maintenance expenses and timing for payment of the District’s debt assessments, the District hereby finds it is in its best interests to revise the 2019 Collection Schedule according to the following: 1) for the operations and maintenance portion of the assessment shall be due in 12 equal monthly installments due no later than the first day of each month, and 2) for the debt service portion of the

assessments, 50% shall be due no later than April 1, 2019 and 50% due no later September 30, 2019.

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

SECTION 1. REVISED COLLECTION SCHEDULE FOR 2019 DIRECT COLLECT ASSESSMENTS. The 2019 Collection Schedule, as set forth in Resolution 2018-16, is hereby revised so that the Landowner shall remit payment for the 2019 Direct Collect Assessments attributable to the operation and maintenance assessments in twelve (12) equal monthly installments, as more particularly shown on the attached Exhibit B, incorporated herein by this reference (the "Revised O&M Installment(s)"). The remittance of the Revised O&M Installments to the District shall commence on October 1, 2018 and conclude with the final payment due on September 1, 2019. The Landowner shall remit each Revised O&M Installment on or before the first day of each month in which a payment is due. So long as payments are made pursuant to this collection schedule as of the date of adoption of this Resolution, the District hereby waives any penalties and interests associated with the delinquent FY 2019 Direct Collect Assessments. The debt assessment portion of the 2019 Direct Collect Assessments shall be due 50% on or before April 1, 2019 and 50% on or before September 30, 2019, as also more particularly shown on the attached Exhibit B (the "Revised Debt Service Installment(s)").

SECTION 2. NO CHANGE TO FISCAL YEAR 2019 ASSESSMENTS. Nothing herein shall change or otherwise modify the levy and/or collection of the FY 2019 Assessments, including but not limited to, the 2019 Direct Collect Assessments. The 2019 Direct Collect Assessments remain due and owing in the manner set forth in Resolution 2018-16.

SECTION 3. AMENDMENT OF PRIOR RESOLUTIONS; CONFLICTS. This Resolution is intended to amend, in part, Resolution 2018-16 for the limited purpose of revising the 2019 Collection Schedule for the 2019 Direct Collect Assessments as set forth herein. All other terms of Resolution 2018-16 remain in full force and effect and continue to apply to the validity and collection of the FY 2019 Assessments, including but not limited to the 2019 Direct Collect Assessments. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Canopy Community Development District.

PASSED AND ADOPTED this 4th day of December, 2018.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Description of the Property

Exhibit B: Collection Schedule for FY 2019 Direct Collect Assessments

EXHIBIT "A"

<p>CANOPY COMMUNITY DEVELOPMENT DISTRICT Description of the Property</p>
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Parcel ID #	Owner	Description
1115204050000	Ox Bottom Mortgage Holdings LLC	Assessment Area 2 (includes church)
1115204050000	Ox Bottom Mortgage Holdings LLC	Assessment Area 3

EXHIBIT "B"

<p>CANOPY COMMUNITY DEVELOPMENT DISTRICT Collection Schedule of FY 2019 Direct Collect Assessments</p>
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<u>Date</u>	<u>O&M</u>	<u>Series 2018A-1</u>	<u>Series 2018A-2</u>	<u>Series 2018A-3</u>
10/1/18	\$8,807.67			
11/1/18	\$8,807.67			
12/1/18	\$8,807.67			
1/1/19	\$8,807.67			
2/1/19	\$8,807.67			
3/1/19	\$8,807.67			
4/1/19	\$8,807.67	\$66,404.45	\$165,233.42	\$83,806.86
5/1/19	\$8,807.67			
6/1/19	\$8,807.67			
7/1/19	\$8,807.67			
8/1/19	\$8,807.67			
9/1/19	\$8,807.67			
9/30/19		\$66,404.45	\$165,233.42	\$83,806.86
Total	\$105,692.04	\$132,808.90	\$330,466.84	\$167,613.72

SECTION VI

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
CANOPY COMMUNITY DEVELOPMENT DISTRICT
AND OX BOTTOM MORTGAGE HOLDINGS, LLC**

THIS AGREEMENT is made and entered into this ___ day of _____ 2018, by and between:

Canopy Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida *Statutes*, and located in Leon County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (hereinafter the "District"), and

Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company with a mailing address of 4708 Capital Circle Northwest, Tallahassee, Florida 32303 (hereinafter the "Ox Bottom" and together with the District, the "Parties")

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Tallahassee, Florida ("City"), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, on or about June 6, 2016, Ox Bottom, Toe2, Inc. ("T2") and the City entered into an Amended and Restated Development Agreement ("Development Agreement"), which provides for the rights and responsibilities for various Canopy Planned Unit Development (the "Development") related matters, including but not limited to the construction of Welaunee Blvd Segments 1, 2 and 3, and various sidewalks and multipurpose trails associated with the Development; and

WHEREAS, the Development Agreement provides in pertinent part that Ox Bottom shall construct and pay for Welaunee Boulevard Segment 1 and the City shall construct and fund Welaunee Boulevard Segment 2 and Segment 3; and

WHEREAS, the Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Agency") has included Welaunee Boulevard Segments 2 and 3 as part of the Blueprint 2020 Infrastructure Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I ("Northeast Gateway Project") which includes, among other improvements, construction of Welaunee Boulevard Segments 2 and 3 and associated sidewalks and multipurpose paths within the Development; and

WHEREAS, the Development Agreement provides that Ox Bottom, on its own or through the District, may opt to construct all or part of Welaunee Boulevard Segments 2 and 3, the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 sooner than scheduled, and the City will reimburse Ox Bottom for actual construction costs no

sooner than December 31, 2020, subject to an agreement between the City and Ox Bottom; and

WHEREAS, the Development Agreement provides that the District may independently satisfy obligations for constructing and/or financing infrastructure, projects, systems or public facilities set forth in the Development Agreement and in Chapter 190, Florida Statutes, and to the extent such obligations are met or performed by the District, then Ox Bottom shall no longer be subject to the obligations and the District shall assume Ox Bottom's rights and responsibilities as it relates to financing, constructing and reimbursement; and

WHEREAS, pursuant to an Interlocal Agreement being entered into by the District, a form of which is attached hereto as **Exhibit A** ("Interlocal Agreement"), the City and the Agency, the District will agree to provide funding for and construct Segments 2 and 3 of Welaunee Boulevard and the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 as described in the Development Agreement and as specifically set out in **Exhibit B**, General Project Description and Scope of Services ("the Project"); and

WHEREAS, the Agency determined to include the Northeast Gateway Project, which includes funding of the Project, as part of its 2020 sales tax extension project list, and the Interlocal Agreement provides the City shall reimburse the District for the Project as soon as (a) the Project is completed and (b) funds are available, but in no event later than December 31, 2020; and

WHEREAS the District will solicit and fund the full cost of design plans for the four-lane Welaunee Boulevard roadway, Segments 1-3, ensuring design continuity for the roadway and parallel multimodal facilities and will also solicit a construction contractor for the Project and an engineering firm to provide CEI services for construction of the Project (altogether, the design services, construction services and CEI services hereinafter are referred to as the "Services"); and

WHEREAS, Ox Bottom is the owner and developer of certain parcels of land in the City of Tallahassee, Florida, located within the boundaries of the District (hereinafter the "**Development**") and is a party to the Development Agreement; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District previously issued its \$11,405,000 in special assessment bonds in four separate series, the Special Assessment Bonds, Series 2018A-1 ("Series 2018A-1 Bonds"), Special Assessment Bonds, Series 2018A-2 ("Series 2018A-2 Bonds"), Special Assessment Bonds, Series 2018A-3 ("Series 2018A-3 Bonds") and Special Assessment Bonds, Series 2018A-4 ("Series 2018A-4 Bonds") (collectively the Series 2018A-1 Bonds, Series 2018A-2 Bonds, Series 2018A-3 Bonds, and Series 2018A-4 Bonds are referred to as the "Series 2018A Bonds") to fund a portion of the Master Project set forth in the

Supplemental Engineer's Report, dated October 2018 (the "2018 Engineer's Report" and as set forth therein, the "2018 Project") for the purpose of funding the construction, installation, and acquisition of master improvements and facilities within the District and benefitting the Development (collectively, "Improvements"), which 2018 Project did not include the Project; and

WHEREAS, the sole funding source for the District to meet its contractual obligations under the Interlocal Agreement and specifically to complete the Project and the Services is Ox Bottom; and

WHEREAS, Ox Bottom hereby agrees to provide the funding necessary to complete the Project and the Services, without limitation.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties and the Parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Funding. Ox Bottom agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, CEI services and construction of the Project, without limitation. Ox Bottom will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. Repayment. The Parties agree that the funds provided by Ox Bottom pursuant to this Agreement are expected to be reimbursable from the City through the District up to an amount of 7.050 million, within 90 days of final completion of the Project and acceptance by the City, as provided for in the Interlocal Agreement. Within forty-five (45) days of receipt of funds by the District from the City, the District shall reimburse Ox Bottom until full reimbursement is made or until all funds received from the City are exhausted; provided, however, that Ox Bottom recognizes the Project may exceed the amount of City reimbursed funds and the District shall not be required to reimburse Ox Bottom for any amounts above those reimbursed by the City to the District for the Project.

4. Default. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. Agreement. This Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the specific subject matter of this Agreement.

7. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

8. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to District: Canopy Community Development District
c/o Governmental Management Services –
Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Ox Bottom: Ox Bottom Mortgage Holdings, LLC
4708 Capital Circle Northwest
Tallahassee, Florida 32303
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

11. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be Leon County, Florida.

13. Effective Date. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.

14. Public Records. Ox Bottom understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary
Supervisors

Chairman/Vice Chair, Board of

OX BOTTOM MORTGAGE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Exhibit A: Interlocal Agreement
Exhibit B: Project

Exhibit A

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2018, is entered into by and between the City of Tallahassee ("City"), a Florida municipal corporation, Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Agency"), an intergovernmental agency created pursuant to section 163.01(7), Florida Statutes, by and between City of Tallahassee and Leon County, and the Canopy Community Development District ("District"), a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes (together, the City, the Agency and the District are hereinafter the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

RECITALS:

WHEREAS, on or about June 6, 2016, Ox Bottom Mortgage Holdings, LLC ("Ox Bottom"), Toe2, Inc. ("T2") and the City entered into an Amended and Restated Development Agreement ("Development Agreement"), attached hereto as **Exhibit E**, which provides for the rights and responsibilities for various Canopy Planned Unit Development (the "Development") related matters, including but not limited to the construction of Welaunee Blvd Segments 1, 2 and 3, and various sidewalks and multipurpose trails associated with the Development; and

WHEREAS, the Development Agreement provides in pertinent part that Ox Bottom shall construct and pay for Welaunee Boulevard Segment 1 and the City shall construct and fund Welaunee Boulevard Segment 2 and Segment 3; and

WHEREAS, the Agency has included Welaunee Boulevard Segments 2 and 3 as part of the Blueprint 2020 Infrastructure Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I ("Northeast Gateway Project") which includes, among other improvements, construction of Welaunee Boulevard Segments 2 and 3 and associated sidewalks and multipurpose paths within the Development; and

WHEREAS, the Development Agreement provides that Ox Bottom, on its own or through the District, may opt to construct all or part of Welaunee Boulevard Segments 2 and 3, the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 sooner than scheduled, and the City will reimburse Ox Bottom for actual construction costs no sooner than December 31, 2020, subject to an agreement between the City and Ox Bottom; and

WHEREAS, the Development Agreement provides that the District may independently satisfy obligations for constructing and/or financing infrastructure, projects, systems or public facilities set forth in the Development Agreement and in Chapter 190, Florida Statutes, and to the extent such obligations are met or performed by the District, then Ox Bottom shall no longer be subject to the obligations and the District shall assume

Ox Bottom's rights and responsibilities as it relates to financing, constructing and reimbursement; and

WHEREAS, the District has agreed to construct Segments 2 and 3 of Welaunee Boulevard and the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 as described in the Development Agreement and as specifically set out in Exhibit A, General Project Description and Scope of Services ("the Project"); and

WHEREAS, the Agency determined to include the Northeast Gateway Project, which includes funding of the Project, as part of its 2020 sales tax extension project list, and the Parties herein agree that the City shall reimburse the District for the Project as soon as (a) the Project is completed and (b) funds are available, but in no event later than December 31, 2020; and the Agency shall reimburse the City for the Project in accord with Exhibit D, Repayment Schedule, provided (a) the Project is completed and (b) the City has reimbursed the District; and

WHEREAS, the Parties hereby agree that the Project Costs Estimate set forth in Exhibit B is approved and is a reasonable estimation of the costs of the Project identified herein and that the documents set forth in Exhibit C, "Required Documentation", shall be provided by the District to the City before any disbursement of funds required under this Interlocal Agreement; and

WHEREAS the District will solicit and fund the full cost of design plans for the four-lane Welaunee Boulevard roadway, Segments 1-3, ensuring design continuity for the roadway and parallel multimodal facilities; and leveraging efficiencies on the part of the District to expedite the design of all three segments of Welaunee Boulevard by designing the full four-lane section and obtaining all necessary permits and approvals for the Project; and

WHEREAS the Agency acknowledges the community's future transportation needs are best served by constructing a four-lane Welaunee Boulevard providing new access in northeastern Tallahassee-Leon County to accommodate anticipated residential and commercial growth in this geographic area; and

WHEREAS, this Interlocal Agreement is intended to set forth the agreement between the Parties as it relates to the subject matter of this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement has been presented to each of the Parties respective collegial bodies for approval and has been approved; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to the Project; and

WHEREAS, it is in the mutual interest of the Parties to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services related to the Development; and

WHEREAS, Section 163.01, Florida Statutes, known as "Florida Interlocal Cooperation Act of 1969" (the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Parties desire to exercise their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities set forth herein; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I INTRODUCTION

Section 1.01. Recitals. The Recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

Section 1.02. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, Chapters 189 and 190, Florida Statutes, and other applicable laws.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of each of the Parties, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Interlocal Agreement.

ARTICLE II CONSTRUCTION AND FUNDING AGREEMENT

Section 2.01. District Exercises Option to Construct Roadways, Sidewalks and Multi-Use Trails. Pursuant to Exhibit D, Development Agreement Sections 6.E., 6.F., 11.B., and Exhibits E-1 and E-2, the District hereby agrees to undertake construction of the Project sooner than scheduled for construction by the City, subject to the terms and conditions of this Interlocal Agreement.

Section 2.02. Notice of Commencement and Completion. The District agrees to notify the Parties in writing upon the commencement of construction of the Project and upon final completion of the Project.

Section 2.03. Reimbursement of Costs. The actual construction costs related to the Project, or any part thereof, shall be reimbursed to the District by the City, subject to the terms and conditions herein, including but not limited to Section 2.07, as soon as practicable, but in no event shall reimbursement for the completed Project or parts thereof occur more than ninety (90) days after the District's completion and the City's acceptance, which shall not be unreasonably withheld, of the any segment of the Project. The actual construction costs related to the completed Project or parts thereof shall be reimbursed to the City by the Agency, subject to the terms and conditions herein, and specifically Section 2.07, as soon as practicable, in the sole discretion of the Agency, but in no event shall the Agency be responsible to make reimbursement sooner than October 31, 2019 and in no event shall reimbursement for the completed Project or parts thereof occur after September 30, 2023. All reimbursement of construction costs by the Parties shall occur consistent with Exhibit D, Repayment Schedule.

Section 2.04. Design, Construction and Maintenance. The District shall complete the Project with all practical dispatch and in a sound, economical and efficient manner and in accordance with the provisions herein, and all applicable laws. The District shall ensure that the Project is designed and constructed in accordance with **Exhibit A**, General Project Description and Scope of Services, and with all applicable regulations, standards, and plans, and that construction is performed by a qualified contactor or contractors, and that all necessary permits from any governmental agency are obtained as required by law. The District shall maintain the Project until dedication to the City in accordance with Section 2.06, hereof.

Section 2.05. Final Plans and Certification. Upon completion of the Project, the District will submit to the City and the Agency final as-built plans and an engineering certification that the construction of the Project was completed in accordance with those plans.

Section 2.06. Dedication to City. Upon completion of the Project, or any part thereof, and approval by the City which approval shall be in accordance with standard permitting review of roadway projects and shall not be unreasonably withheld, the Project or portion thereof shall be dedicated to the City. Subject to the provisions of Section 2.03 and 2.07 herein, no costs shall be reimbursed for any part or portion of the Project until such part or portion of the Project has been dedicated to the City.

Section 2.07. Project Costs. The total cost of the Project shall not exceed \$7.050 Million and in no event shall the City or Agency be responsible to the District for any amount to exceed \$7.050 Million, unless otherwise agreed to in writing by the Parties. The District shall fund the amounts exceeding \$7.050 Million without any further or additional contribution or payment from the City or Agency for costs associated with the Project, unless otherwise agreed to in writing by the Parties. This amount is based upon the General Project Description and Scope of Services, **Exhibit A** and the Project Costs Estimate

set forth in **Exhibit B**. The District shall maintain such schedule of funding, carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, which may be modified from time to time upon approval by the Parties. If revised, a copy of the revision should be forwarded to the Parties. The City and Agency agree to participate, including contingencies, in the Project costs up to the amounts set forth in **Exhibit B**.

Section 2.08. Limits on City and Agency Funds. Project costs eligible for City and Agency participation will be those Project costs as identified herein and in the Development Agreement and are subject to:

- a. Budget and appropriation by the governing bodies of the Parties, which budget and appropriation shall not be unreasonably withheld.
- b. Submittal by the District of all required, pursuant to this Interlocal Agreement, or otherwise reasonably requested plans, specifications, contracts or other obligating documents by the City or Agency and material compliance with the terms of this Interlocal Agreement and the Development Agreement, to the extent the Development Agreement applies to the Project.

Section 2.09. Selection of Contractor. The District shall be responsible for procuring its own construction contractor for performance of the work related to the Project. The District shall utilize a competitive bidding process to select the contractor to construct the Project to the extent required and in accordance with Florida Law.

Section 2.10. Submission of Proceedings, Contracts and Other Documents. The District shall submit to the City and Agency such data, reports, records, contracts, schedule of values and other supporting documents relating to the Project as the City and Agency may reasonably require for disbursement of funds; a list of the required supporting documentation the City and Agency shall require for disbursement of funds is attached hereto as **Exhibit C**, Required Documentation. Such documentation may be submitted to the City and Agency as soon as it is available but in no event later than 120 days after final completion of the Project. In any event, the City and Agency shall have the right to review all Project documents and, upon request by the City or Agency, to participate in meetings and other activities related to construction of the Project as the Parties may deem reasonably appropriate. The District will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the construction contractor for the Project. The District will ensure that no liens shall be placed on the Project.

Section 2.11. Requisitions and Payments. Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.01. Expiration of Interlocal Agreement. The District agrees to complete the Project prior to the commencement dates set out in the Development

Agreement for each respective component of the Project. If the District does not complete the Project by December 31, 2020, except as provided for herein, this Interlocal Agreement will expire on the last day of the scheduled completion as provided in this section unless an extension of time is requested by the District and granted in writing by the City and Agency prior to the expiration of this Interlocal Agreement. The City shall reimburse the District for the Project portions completed and that has such supporting documentation as required herein and the District agrees to coordinate with the Parties in the efficient and timely transition of completion of the remaining Project or portions thereof to the Agency or the City, as may be required, including but not limited to the assignment of any contracts and warranties, as may be relevant, transfer of all permits, documents, plans, specifications and other related documentation.

Section 3.02. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of the City, the Agency or the District beyond any statutory limited waiver of immunity or limits of liability contained in §768.28, Florida Statutes, as amended, or other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.03. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. The Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any party.

Section 3.04. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the City:	City Manager 300 S. Adams St. Tallahassee, Florida 32301
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With Copy to:	City Attorney 300 S. Adams St., Box A-5 Tallahassee, Florida 32301
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If to the Agency:	Blueprint Intergovernmental Agency 315 S. Calhoun St., Suite 450 Tallahassee FL 32303
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Attn: Benjamin Harrison Pingree
Director of PLACE

With Copy to: _____

Blueprint Legal Counsel
315 S. Calhoun St., Suite 450
Tallahassee, FL 32303
Attn: Patrick T. Kinni, Esq.

If to the District:

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

With Copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 119
Tallahassee, Florida 32301
Attn: Jennifer L. Kilinski

Section 3.05. Default. Each of the Parties hereto shall give the other Parties written notice of any default hereunder and shall allow the defaulting party fifteen (15) days from the date of its receipt of such notice within which to cure any such defaults or, if it cannot be cured within the fifteen (15) days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other parties of the actual cure of any such defaults. If the District's non-performance of any obligation hereunder is directly due to an event of Force Majeure, the District shall not be deemed to be in default. The District shall be given an amount of time reasonably necessary to cure such non-performance, and the District shall act in good faith to cure such non-performance during such time.

Section 3.06. Force Majeure. Except for any payment obligation by either party, if any Party is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Parties to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Parties from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the Agency and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Project within the control of the City or the Agency), material shortages, industry wide

strikes, boycotts, lockouts or labor disputes or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.

Section 3.07. Indemnification, Performance and Payment Bond, and Insurance. To the extent permitted by law and without waiving any limitations of liability including sovereign immunity afforded the District, the District shall indemnify and save harmless the Agency, the City, and their officials and employees (the "Indemnified Parties"), from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Indemnified Parties, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the District or its contractor, or sub-contractors, or their employees or agents, arising from the construction of the Project or this Interlocal Agreement.

The District shall also cause the Agency and City to be named as an additional insured with respect to insurance coverage, other than Worker's Compensation or Professional Liability, provided by the District's construction contractor and will provide the Agency and City with a copy of any certifications of coverage received by the District from its construction contractor. Insurance coverage will be provided in accordance with requirements of the construction contract. Additionally, the District will require its construction contractor to post a performance and payment bond for all work under the construction contract, including the Project, and will ensure that the Agency and City are named as a beneficiary or insured under such bond with respect to the Project.

Section 3.08. Other Agreements. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any agreement between Ox Bottom, the Agency and/or the City, including but not limited to the Development Agreement, or any applicable Development Order approved, or regulation issued by the City.

Section 3.09. Assignment or Transfer. No party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other parties. No party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 3.10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

Section 3.11. Amendment. Any amendment to or waiver of the provisions of this Interlocal Agreement must be in writing and mutually agreed to by the Parties.

Section 3.12. Filing. After approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Leon County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.13. Applicable Law and Venue; Waiver of Jury Trial. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Leon County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Interlocal Agreement.

Section 3.14. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced, and the intentions of the Parties can continue to be effected.

Section 3.15. Construction. This Interlocal Agreement is the result of the negotiations among and between the Parties such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one Party than the other.

Section 3.16. No Waiver. The failure of any Party to require performance of any duty or condition under this Interlocal Agreement shall not affect the Party's right to require performance at any time thereafter, nor shall the waiver of any condition, breach or default under this Interlocal Agreement constitute a waiver of any subsequent failure of such condition, breach or default.

Section 3.17. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Interlocal Agreement.

Section 3.18. Public Records. The Parties understand and acknowledge that Chapter 119, F.S., may be applicable to documents prepared in connection with this Interlocal Agreement and the Project, and each Party agrees to cooperate with any public record requests made thereunder.

Section 3.19. Effective Date. This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of the Parties and in accordance with the requirements of the Cooperation Act.

Section 3.20

Construction Engineering Inspection.

- A. Pursuant to Sections 190.011, 190.033 and 287.055, Florida Statutes, the District and the City are required to undergo a competitive negotiation process to procure professional engineering services. The District and the City agree that it is in the best interest of the Parties to jointly retain professional engineering services to oversee the construction of the Project. Accordingly, the District shall initiate the requisite process on behalf of itself and the City to provide for the selection of an engineering firm that meets the minimum qualifications necessary to fulfill the obligations provided herein. In no event shall the engineering firm selected be an entity related by ownership to the contractor selected by the District for construction of the Project nor shall the engineering firm selected have served as the design engineer for the plans which serve as the basis for permitting the Project. The selection of an engineering firm shall be made jointly by the City, through its representative, and the District, through its Board of Supervisors. Upon selection of the professional engineering firm, the District and the City will jointly retain the firm to provide construction engineering and inspection services ("CEI") for all construction activities and certain CEI services for the Project. Said costs shall be added to the total project costs as outlined in Section 2.07 of this Interlocal Agreement and shall be 100% eligible for reimbursement above and beyond the \$7.050 million not to exceed figure set forth herein. In the event the City and District disagree on selection of the professional engineer to provide the CEI services, the City and District herein commit to attempt in good faith to resolve such disagreements and additionally agree to the following dispute resolution procedures for the limited purposes of this Section 3.20. If agreement is not reached on selection of the professional engineer to provide the CEI services within ten (10) days after the public opening of qualifications received, the City and District agree that the designated project manager for each Party shall meet within the next ten (10) days and attempt to jointly recommend selection of a professional engineer to the City and District. However, if the City and District still cannot agree on a selection of professional engineer after the public opening of qualifications received, then each Party shall select its own professional engineer to perform CEI services and the provisions of this Section 3.20 relating to sharing such expenses shall be null and void. In such event, each Party shall bear its own costs for such services and any such costs shall not be attributed toward the City's total contribution for construction of the Project as defined in Section 2.07 of this Interlocal Agreement nor the District's total costs for construction of the Project for purposes of calculating the City's share of construction costs.
- B. If the City and District agree on the selection of a CEI firm, such firm shall be obligated to the City and District jointly and shall review on behalf of the City and District all deliverables required by its agreement with the Parties, including but not limited to the shop drawings and other contractor submittals relevant to the Project. The CEI firm shall report its findings and/or observations of non-compliant work to the Parties through the City and District's respective project managers.

- C. If the City and District agree on the selection of a CEI firm, such firm shall be responsible for verification testing related to the Project and oversight and administration of the construction contract, including providing the necessary supervision and inspection to ensure that construction of the Project is performed in compliance with the requirements of the construction contracts. Alternatively, the City and District will ensure that the CEI firm it retains assumes these oversight responsibilities.

Section 3.21 Incorporation of Exhibits.

Exhibit A, General Project Description and Scope of Services; Exhibit B, Project Costs Estimate; Exhibit C, Project Documentation; Exhibit D, Repayment Schedule; and Exhibit E, Development Agreement are each attached hereto and shall be deemed incorporated herein and made part of this Interlocal Agreement.

Section 3.22 Precedence Order.

Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

1. Interlocal Agreement.
2. Exhibit A, General Project Description and Scope of Services.
3. Exhibit B, Project Costs Estimate.
4. Exhibit C, Project Documentation.
5. Exhibit D, Repayment Schedule.
6. Exhibit E, Development Agreement.

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IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

CITY OF TALLAHASSEE, FLORIDA

ATTEST:

John Dailey, Mayor

_____, City Clerk

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ and _____, as the _____ and City Clerk of the City of Tallahassee, Florida, and who have acknowledged that they executed the same on behalf of the City of Tallahassee, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

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**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

By: _____

Name: Tom Asbury

Title: Chairman

Name: _____

Title: Vice Chairman

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Tom Asbury and _____, as the Chairman of the Board of Supervisors and Vice Chairman of the Board of Supervisors for the Canopy Community Development District, and who have acknowledged that they executed the same on behalf of the Canopy Community Development District and that each was authorized to do so. Each is personally known to me.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

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LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By: _____

Curtis Richardson

Its: Chairman

Date: _____

APPROVED AS TO FORM:
Blueprint Intergovernmental Agency

By: _____

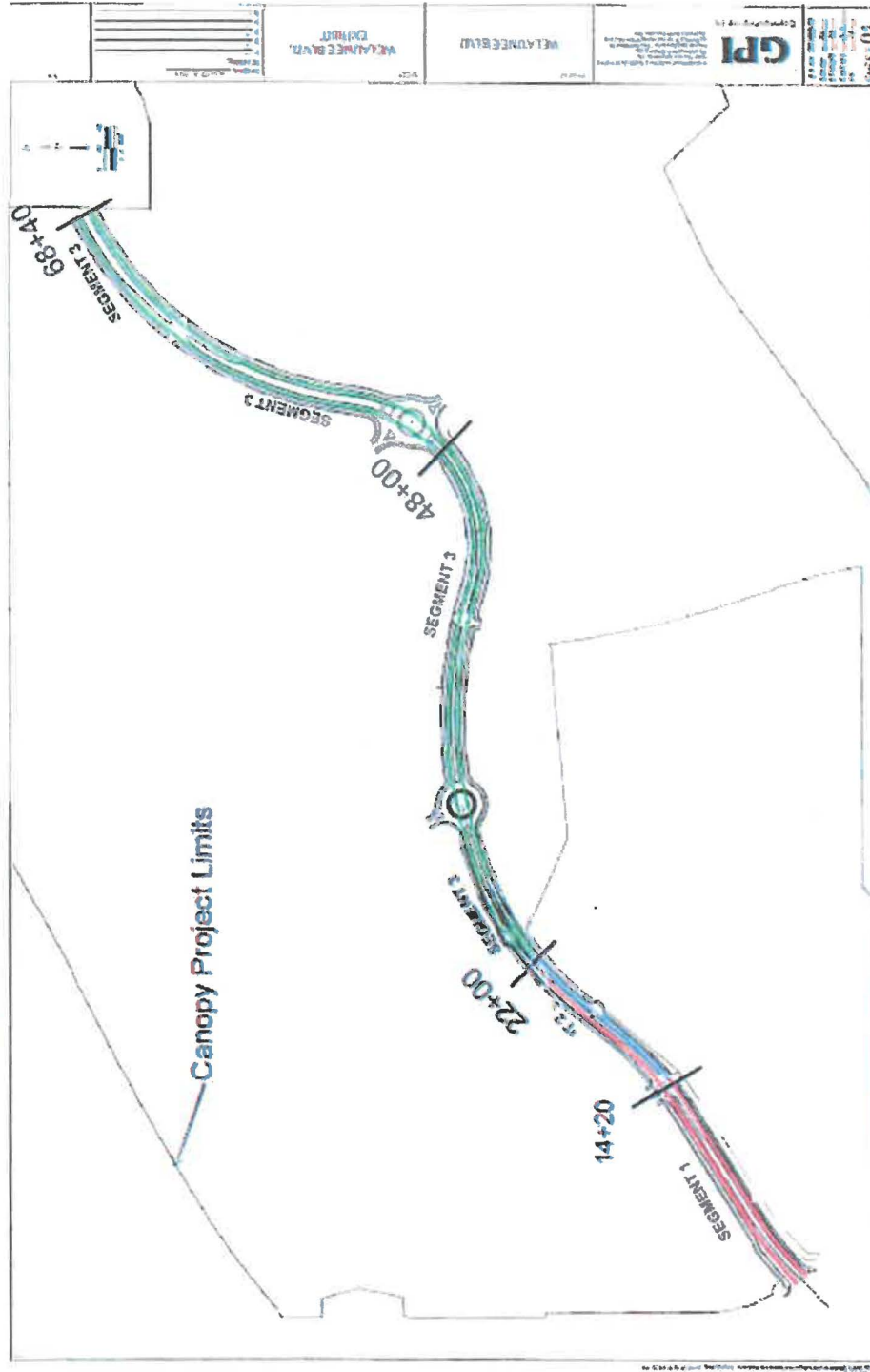
Patrick T. Kinni, Esq.

ATTEST:

By: _____

James O. Cooke, IV
City Treasurer Clerk

Exhibit A - General Project Description and Scope of Services



Project Scope of Services

The Project scope shall consist of the complete design and construction of Welaunee Boulevard as a four-lane divided roadway with a landscaped median from Main Street (Station 14+20) to the east perimeter of the Canopy Development District (CDD) Parcel at 68+40. The construction within Segment 2, as delineated on the attached project map, shall consist of the installation of two additional roadway lanes creating a turnkey 4-lane roadway throughout the section seamlessly matching/connecting to the existing 4 lane roadway within Segment 1. The construction within Segment 3, as delineated on the attached map, shall consist of the complete installation of a 4-lane roadway with all applicable intersections, ingress and egress to adjacent properties, intersections, etc., as defined below and shall seamlessly connect to Segment 2 of the Project.

The roadway shall include at a minimum, all components of the approved roadway typical section (attached) as well as all utility construction per the current edition of the City of Tallahassee's Technical Standards for Water and Sewer Construction. Utilities shall include, but not be limited to, potable water mains with all ancillary appurtenances, sanitary sewer mains with all ancillary appurtenances, storm sewer pipes with all associated inlets and structures to form a closed drainage system, natural gas mains with all associated appurtenances, underground electrical duct bank with associated switching cabinets, pull boxes and ancillary structures, communication conduits, reclaim water mains and irrigation mains, laterals, sprinkler systems and irrigation control systems within the medians and along the landscaped areas on both shoulders of the proposed roadway. The roadway shall also contain at a minimum, enhanced street lighting along both sides of the roadway (to match existing), and all appropriate traffic control devices.

The Welaunee Boulevard right-of-way through Segments 2 and 3 of the CDD shall include a 12 foot shared use path with a 10-foot-wide planted buffer between the back of curb and the path on the north side of the roadway. The roadways shall consist of 5-foot-wide bike lanes in each direction and two eleven-foot-wide travel lanes on each side of a variable width median (See the attached approved typical section). Curb and gutter shall be provided along the perimeters of each side of the roadway and along both sides of the median. The south side of the right-of-way shall contain a 10-foot-wide planting strip and a 6-foot concrete sidewalk with green space to the right-of-way perimeters. Landscaping along the roadway perimeters and within the median shall be coordinated with, and approved by, the City of Tallahassee Beautification and Solid Waste Department. All areas outside of the roadway, paths and sidewalks shall be sodded with Centipede sod unless otherwise specified by the City of Tallahassee Beautification and Solid Waste Department.

Design and Construction Requirements

1) Design

This design shall consist of a four (4) lane divided roadway with curb and gutter and closed drainage and shall be approved by the City of Tallahassee Public Underground Utilities and Infrastructure Department. The design speed is to be 45 miles per hour with a posted speed of 35 miles per hour. All intersections shall be modeled for intersection selection by the City of Tallahassee.



The CDD shall provide, at a minimum, engineering design, all necessary permits, third party and utility coordination and design project management services to produce construction plans for the roadway corridor. The CDD is responsible for obtaining all permits and agreements from agencies with jurisdiction on the corridor.

Further, the CDD is to provide geotechnical investigations, environmental investigations, and environmental compliance monitoring consistent with regulatory agency permit and agreement requirements.

2) Construction

The scope of the construction phase of the Project shall include, but not be limited to the complete installation of all elements listed within the project scope of services and any ancillary items necessitated by standard practices for roadway, utility and landscaping construction. The CDD shall comply with all City of Tallahassee and Blueprint Intergovernmental Agency procurement policies and Project Closeout Procedures which shall be made a part of the agreement. Additionally, the CDD shall provide complete Construction Engineering and Inspection services throughout the construction process with reports to the City of Tallahassee and to the Blueprint Intergovernmental Agency.

Schedule

The CDD shall provide, for approval, a detailed design schedule to Blueprint within ten (10) business days of the execution of the Interlocal Agreement. The District shall maintain this schedule and provide updates to the City and to Blueprint on a monthly basis.

The District shall provide for approval, a detailed construction schedule to Blueprint prior to the initiation of construction activities for Segments 2 and 3. Clear benchmarks are to be established by the District through coordination with Blueprint staff to assist in tracking construction progress. A zero float schedule will not be accepted. These benchmarks shall be included in the construction schedule and updated monthly at a minimum.

Upon acceptance of each schedule by the City of Tallahassee and by the Blueprint Intergovernmental Agency, the schedules will become a part of this agreement.

PROPOSED WELAUNEE BLVD CROSS SECTION

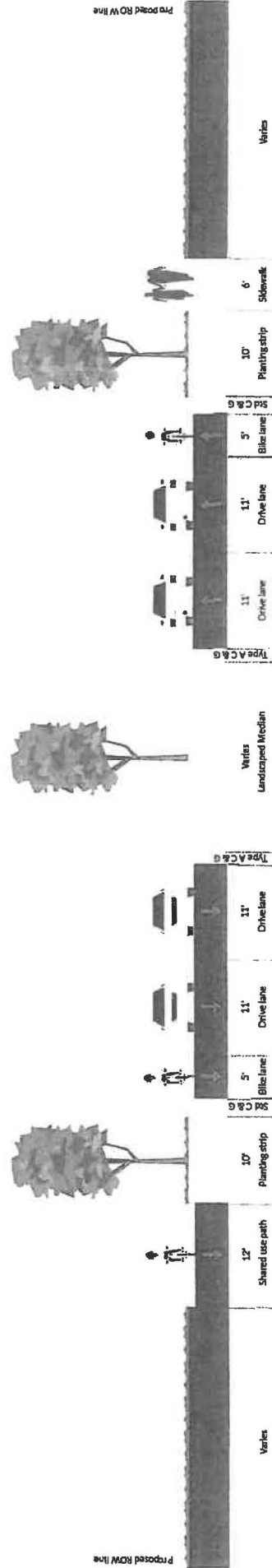


EXHIBIT B-1

COST ESTIMATE**WELAUNEE BLVD: 14+20 TO 22+00**

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$50,000.00	\$50,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$8,500.00	\$8,500.00
Clear and Grub	ACRE	2	\$5,500.00	\$11,000.00
Earthwork	CY	1420	\$9.00	\$143,896.00
Geogrid (Soils reinforcement)	SY	4620	\$12.50	\$57,750.00
8" Roadbase	SY	3950	\$16.00	\$63,200.00
4" Type SP Asphalt	TON	860	\$120.00	\$103,200.00
Asphalt Trail - 10'	SY	1,795	\$25.00	\$44,875.00
Asphalt Sidewalk - 5'	SY	1,325	\$25.00	\$33,125.00
Concrete Sidewalk - 5'	SY	1,325	\$45.00	\$59,625.00
Curb and gutter	LF	3,650	\$18.00	\$65,700.00
Storm Drainage	LS			\$141,750.00
Sod	SY	8,950	\$3.50	\$31,325.00
Landscaping	LS	1	\$100,000.00	\$100,000.00
Brick Pavers	SY	0	\$0.00	\$0.00
Testing	LS	1	\$15,000.00	\$15,000.00
Layout	LS	1	\$15,000.00	\$15,000.00
Asbuilts	LS	1	\$20,000.00	\$20,000.00
Signs and Striping	LS	1	\$10,000.00	\$10,000.00
Total				\$974,446.00

EXHIBIT B-2

COST ESTIMATE**WELAUNEE BLVD: 22+00 TO 48+00**

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$100,000.00	\$100,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$28,200.00	\$28,200.00
Clear and Grub	ACRE	10.8	\$5,500.00	\$59,400.00
Earthwork	LS	1	\$476,800.00	\$476,800.00
Geogrid (Soils reinforcement)	SY	23,995	\$12.50	\$299,937.50
8" Roadbase	SY	20,134	\$16.00	\$322,144.00
4" Type SP Asphalt	TON	4,430	\$120.00	\$531,600.00
Asphalt Trail - 10'	SY	2,652	\$25.00	\$66,300.00
Asphalt Sidewalk - 5'	SY	2,297	\$25.00	\$57,425.00
Concrete Sidewalk - 5'	SY	1,673	\$45.00	\$75,285.00
Curb and gutter	LF	9,928	\$18.00	\$178,704.00
Storm Drainage	LS			\$657,155.00
Sod	SY	19,980	\$3.50	\$69,930.00
Landscaping	LS	1	\$200,000.00	\$200,000.00
Brick Pavers	SY	400	\$8.00	\$3,200.00
Testing	LS	1	\$50,000.00	\$50,000.00
Layout	LS	1	\$50,000.00	\$50,000.00
Asbuilts	LS	1	\$25,000.00	\$25,000.00
Signs and Striping	LS	1	\$45,000.00	\$45,000.00
Total				\$3,251,580.50

EXHIBIT B-3

COST ESTIMATE**WELAUNEE BLVD: 48+00 TO 68+40**

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$132,000.00	\$132,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$25,200.00	\$25,200.00
Clear and Grub	ACRE	6.85	\$5,500.00	\$37,675.00
Earthwork	LS	1	\$435,600.00	\$435,600.00
Geogrid (Soils reinforcement)	SY	22,300	\$12.50	\$278,750.00
8" Roadbase	SY	14,053	\$16.00	\$224,853.33
4" Type SP Asphalt	TON	3,122	\$120.00	\$374,640.00
Asphalt Trail - 10'	SY	2,267	\$25.00	\$56,666.67
Asphalt Sidewalk - 5'	SY	2,221	\$25.00	\$55,533.33
Concrete Sidewalk - 5'	SY	1,133	\$45.00	\$51,000.00
Curb and gutter	LF	8,160	\$18.00	\$146,880.00
Storm Drainage	LS			\$498,000.00
Sod	SY	23,540	\$3.50	\$82,390.00
Landscaping	LS	1	\$200,000.00	\$200,000.00
Brick Pavers	SY	950	\$8.00	\$7,600.00
Testing	LS	1	50,000	\$50,000.00
Layout	LS	1	50,000	\$50,000.00
Asbuilts	LS	1	25,000	\$25,000.00
Signs and Striping	LS	1	42,000	\$42,000.00
Total				\$2,774,288.33

Exhibit C, Project Documentation

Welaunee Boulevard, Segments 2 and 3, Project Documents needed before repayments contemplated by the Interlocal Agreement.

- Final Construction Plans, Specifications and Permits
- City Acceptance of Final Construction Plans and Specifications
- Contractor Name/Construction Engineering and Inspection Name
- DBE/MBE Participation
- Original Contracted Cost/Final Contracted Cost
- Date Contract Began/Date Contract Time End
- Original Contract Days
- Final Contract Days
- Time Overruns/Underruns
- Quantity Overruns/Underruns
- Final Invoice
 - Must show Final Construction Project Cost and Final Plan Quantities
 - Supporting Documentation must attest that all DBEs and Subs have been paid
- Construction Completion - Final Inspection and Acceptance Date by City
- Permit(s) Close-Out
- As-Built Plans
- City Acceptance of As-Built Plans
- Materials Certification
- Contractor Warranties
- Right-of-way donation and transfer to the City
- City Acceptance of maintenance responsibilities

EXHIBIT D, REPAYMENT SCHEDULE

I. City to District Welaunee Boulevard Segments 2 and 3 Construction Cost Repayment Schedule.

Any repayment by the City to the District is specifically contingent upon compliance with all material terms of the Interlocal Agreement, and shall be made per completed part of the Project as set forth in Table 1, below:

Table 1.

Exhibit B-1	Exhibit B-2	Exhibit B-3	Total
Welaunee Blvd. 14 + 20 to 22 + 00	Welaunee Blvd. 22 + 00 to 48 + 00	Welaunee Blvd. 48 + 00 to 68 + 40	
Amount not to exceed \$974,446.00	Amount not to exceed \$3,251,580.50	Amount not to exceed \$2,774,288.33	Amount not to exceed \$7.05 million

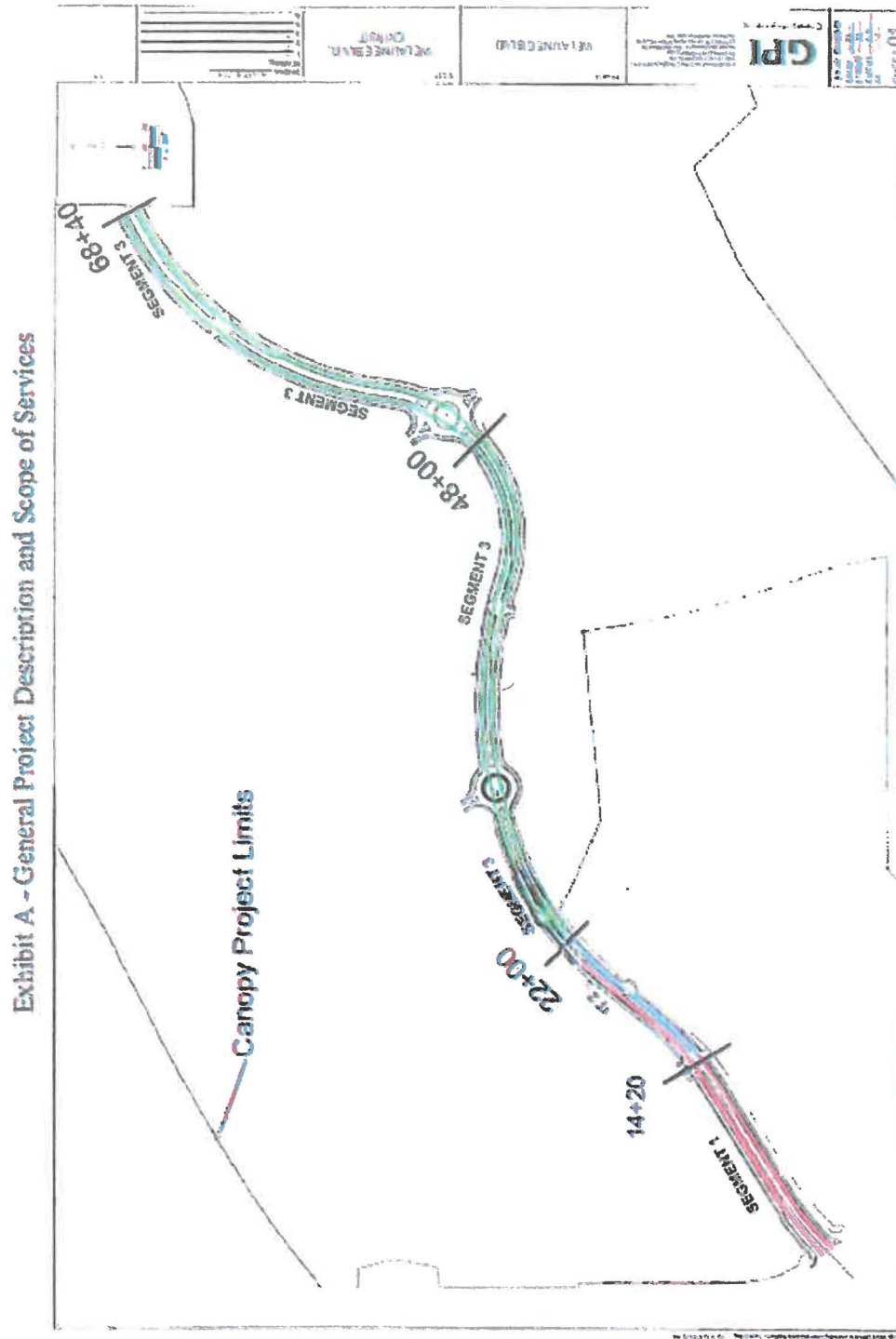
II. Agency to City Welaunee Boulevard Segments 2 & 3 Construction Costs Repayment Schedule.

Any repayment by the Agency to the City is specifically contingent upon compliance with all material terms of the Interlocal Agreement, and shall be made per completed part of the Project as set forth in table 2, below:

Table 2.

FY 2020	FY 2021	FY 2022	Total
Amount not to exceed \$1 million	Amount not to exceed \$1.3 million	Amount not to exceed \$4.75 million	Amount not to exceed \$7.05 million

Exhibit B



Project Scope of Services

The Project scope shall consist of the complete design and construction of Welaunee Boulevard as a four-lane divided roadway with a landscaped median from Main Street (Station 14+20) to the east perimeter of the Canopy Development District (CDD) Parcel at 68+40. The construction within Segment 2, as delineated on the attached project map, shall consist of the installation of two additional roadway lanes creating a turnkey 4-lane roadway throughout the section seamlessly matching/connecting to the existing 4 lane roadway within Segment 1. The construction within Segment 3, as delineated on the attached map, shall consist of the complete installation of a 4-lane roadway with all applicable intersections, ingress and egress to adjacent properties, intersections, etc., as defined below and shall seamlessly connect to Segment 2 of the Project.

The roadway shall include at a minimum, all components of the approved roadway typical section (attached) as well as all utility construction per the current edition of the City of Tallahassee's Technical Standards for Water and Sewer Construction. Utilities shall include, but not be limited to, potable water mains with all ancillary appurtenances, sanitary sewer mains with all ancillary appurtenances, storm sewer pipes with all associated inlets and structures to form a closed drainage system, natural gas mains with all associated appurtenances, underground electrical duct bank with associated switching cabinets, pull boxes and ancillary structures, communication conduits, reclaim water mains and irrigation mains, laterals, sprinkler systems and irrigation control systems within the medians and along the landscaped areas on both shoulders of the proposed roadway. The roadway shall also contain at a minimum, enhanced street lighting along both sides of the roadway (to match existing), and all appropriate traffic control devices.

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Design and Construction Requirements

1) Design

This design shall consist of a four (4) lane divided roadway with curb and gutter and closed drainage and shall be approved by the City of Tallahassee Public Underground Utilities and Infrastructure Department. The design speed is to be 45 miles per hour with a posted speed of 35 miles per hour. All intersections shall be modeled for intersection selection by the City of Tallahassee.



The CDD shall provide, at a minimum, engineering design, all necessary permits, third party and utility coordination and design project management services to produce construction plans for the roadway corridor. The CDD is responsible for obtaining all permits and agreements from agencies with jurisdiction on the corridor.

Further, the CDD is to provide geotechnical investigations, environmental investigations, and environmental compliance monitoring consistent with regulatory agency permit and agreement requirements.

2) Construction

The scope of the construction phase of the Project shall include, but not be limited to the complete installation of all elements listed within the project scope of services and any ancillary items necessitated by standard practices for roadway, utility and landscaping construction. The CDD shall comply with all City of Tallahassee and Blueprint Intergovernmental Agency procurement policies and Project Closeout Procedures which shall be made a part of the agreement. Additionally, the CDD shall provide complete Construction Engineering and Inspection services throughout the construction process with reports to the City of Tallahassee and to the Blueprint Intergovernmental Agency.

Schedule

The CDD shall provide, for approval, a detailed design schedule to Blueprint within ten (10) business days of the execution of the Interlocal Agreement. The District shall maintain this schedule and provide updates to the City and to Blueprint on a monthly basis.

The District shall provide for approval, a detailed construction schedule to Blueprint prior to the initiation of construction activities for Segments 2 and 3. Clear benchmarks are to be established by the District through coordination with Blueprint staff to assist in tracking construction progress. A zero float schedule will not be accepted. These benchmarks shall be included in the construction schedule and updated monthly at a minimum.

Upon acceptance of each schedule by the City of Tallahassee and by the Blueprint Intergovernmental Agency, the schedules will become a part of this agreement.

SECTION VII

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2018, is entered into by and between the City of Tallahassee ("City"), a Florida municipal corporation, Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Agency"), an intergovernmental agency created pursuant to section 163.01(7), Florida Statutes, by and between City of Tallahassee and Leon County, and the Canopy Community Development District ("District"), a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes (together, the City, the Agency and the District are hereinafter the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

RECITALS:

WHEREAS, on or about June 6, 2016, Ox Bottom Mortgage Holdings, LLC ("Ox Bottom"), Toe2, Inc. ("T2") and the City entered into an Amended and Restated Development Agreement ("Development Agreement"), attached hereto as **Exhibit E**, which provides for the rights and responsibilities for various Canopy Planned Unit Development (the "Development") related matters, including but not limited to the construction of Welaunee Blvd Segments 1, 2 and 3, and various sidewalks and multipurpose trails associated with the Development; and

WHEREAS, the Development Agreement provides in pertinent part that Ox Bottom shall construct and pay for Welaunee Boulevard Segment 1 and the City shall construct and fund Welaunee Boulevard Segment 2 and Segment 3; and

WHEREAS, the Agency has included Welaunee Boulevard Segments 2 and 3 as part of the Blueprint 2020 Infrastructure Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I ("Northeast Gateway Project") which includes, among other improvements, construction of Welaunee Boulevard Segments 2 and 3 and associated sidewalks and multipurpose paths within the Development; and

WHEREAS, the Development Agreement provides that Ox Bottom, on its own or through the District, may opt to construct all or part of Welaunee Boulevard Segments 2 and 3, the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 sooner than scheduled, and the City will reimburse Ox Bottom for actual construction costs no sooner than December 31, 2020, subject to an agreement between the City and Ox Bottom; and

WHEREAS, the Development Agreement provides that the District may independently satisfy obligations for constructing and/or financing infrastructure, projects, systems or public facilities set forth in the Development Agreement and in Chapter 190, Florida Statutes, and to the extent such obligations are met or performed by the District, then Ox Bottom shall no longer be subject to the obligations and the District shall assume

Ox Bottom's rights and responsibilities as it relates to financing, constructing and reimbursement; and

WHEREAS, the District has agreed to construct Segments 2 and 3 of Welaunee Boulevard and the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 as described in the Development Agreement and as specifically set out in Exhibit A, General Project Description and Scope of Services ("the Project"); and

WHEREAS, the Agency determined to include the Northeast Gateway Project, which includes funding of the Project, as part of its 2020 sales tax extension project list, and the Parties herein agree that the City shall reimburse the District for the Project as soon as (a) the Project is completed and (b) funds are available, but in no event later than December 31, 2020; and the Agency shall reimburse the City for the Project in accord with Exhibit D, Repayment Schedule, provided (a) the Project is completed and (b) the City has reimbursed the District; and

WHEREAS, the Parties hereby agree that the Project Costs Estimate set forth in Exhibit B is approved and is a reasonable estimation of the costs of the Project identified herein and that the documents set forth in Exhibit C, "Required Documentation", shall be provided by the District to the City before any disbursement of funds required under this Interlocal Agreement; and

WHEREAS the District will solicit and fund the full cost of design plans for the four-lane Welaunee Boulevard roadway, Segments 1-3, ensuring design continuity for the roadway and parallel multimodal facilities; and leveraging efficiencies on the part of the District to expedite the design of all three segments of Welaunee Boulevard by designing the full four-lane section and obtaining all necessary permits and approvals for the Project; and

WHEREAS the Agency acknowledges the community's future transportation needs are best served by constructing a four-lane Welaunee Boulevard providing new access in northeastern Tallahassee-Leon County to accommodate anticipated residential and commercial growth in this geographic area; and

WHEREAS, this Interlocal Agreement is intended to set forth the agreement between the Parties as it relates to the subject matter of this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement has been presented to each of the Parties respective collegial bodies for approval and has been approved; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to the Project; and

WHEREAS, it is in the mutual interest of the Parties to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services related to the Development; and

WHEREAS, Section 163.01, Florida Statutes, known as "Florida Interlocal Cooperation Act of 1969" (the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Parties desire to exercise their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities set forth herein; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I INTRODUCTION

Section 1.01. Recitals. The Recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

Section 1.02. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, Chapters 189 and 190, Florida Statutes, and other applicable laws.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of each of the Parties, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Interlocal Agreement.

ARTICLE II CONSTRUCTION AND FUNDING AGREEMENT

Section 2.01. District Exercises Option to Construct Roadways, Sidewalks and Multi-Use Trails. Pursuant to Exhibit D, Development Agreement Sections 6.E., 6.F., 11.B., and Exhibits E-1 and E-2, the District hereby agrees to undertake construction of the Project sooner than scheduled for construction by the City, subject to the terms and conditions of this Interlocal Agreement.

Section 2.02. Notice of Commencement and Completion. The District agrees to notify the Parties in writing upon the commencement of construction of the Project and upon final completion of the Project.

Section 2.03. Reimbursement of Costs. The actual construction costs related to the Project, or any part thereof, shall be reimbursed to the District by the City, subject to the terms and conditions herein, including but not limited to Section 2.07, as soon as practicable, but in no event shall reimbursement for the completed Project or parts thereof occur more than ninety (90) days after the District's completion and the City's acceptance, which shall not be unreasonably withheld, of the any segment of the Project. The actual construction costs related to the completed Project or parts thereof shall be reimbursed to the City by the Agency, subject to the terms and conditions herein, and specifically Section 2.07, as soon as practicable, in the sole discretion of the Agency, but in no event shall the Agency be responsible to make reimbursement sooner than October 31, 2019 and in no event shall reimbursement for the completed Project or parts thereof occur after September 30, 2023. All reimbursement of construction costs by the Parties shall occur consistent with Exhibit D, Repayment Schedule.

Section 2.04. Design, Construction and Maintenance. The District shall complete the Project with all practical dispatch and in a sound, economical and efficient manner and in accordance with the provisions herein, and all applicable laws. The District shall ensure that the Project is designed and constructed in accordance with **Exhibit A**, General Project Description and Scope of Services, and with all applicable regulations, standards, and plans, and that construction is performed by a qualified contactor or contractors, and that all necessary permits from any governmental agency are obtained as required by law. The District shall maintain the Project until dedication to the City in accordance with Section 2.06, hereof.

Section 2.05. Final Plans and Certification. Upon completion of the Project, the District will submit to the City and the Agency final as-built plans and an engineering certification that the construction of the Project was completed in accordance with those plans.

Section 2.06. Dedication to City. Upon completion of the Project, or any part thereof, and approval by the City which approval shall be in accordance with standard permitting review of roadway projects and shall not be unreasonably withheld, the Project or portion thereof shall be dedicated to the City. Subject to the provisions of Section 2.03 and 2.07 herein, no costs shall be reimbursed for any part or portion of the Project until such part or portion of the Project has been dedicated to the City.

Section 2.07. Project Costs. The total cost of the Project shall not exceed \$7.050 Million and in no event shall the City or Agency be responsible to the District for any amount to exceed \$7.050 Million, unless otherwise agreed to in writing by the Parties. The District shall fund the amounts exceeding \$7.050 Million without any further or additional contribution or payment from the City or Agency for costs associated with the Project, unless otherwise agreed to in writing by the Parties. This amount is based upon the General Project Description and Scope of Services, **Exhibit A** and the Project Costs Estimate

set forth in **Exhibit B**. The District shall maintain such schedule of funding, carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, which may be modified from time to time upon approval by the Parties. If revised, a copy of the revision should be forwarded to the Parties. The City and Agency agree to participate, including contingencies, in the Project costs up to the amounts set forth in **Exhibit B**.

Section 2.08. Limits on City and Agency Funds. Project costs eligible for City and Agency participation will be those Project costs as identified herein and in the Development Agreement and are subject to:

- a. Budget and appropriation by the governing bodies of the Parties, which budget and appropriation shall not be unreasonably withheld.
- b. Submittal by the District of all required, pursuant to this Interlocal Agreement, or otherwise reasonably requested plans, specifications, contracts or other obligating documents by the City or Agency and material compliance with the terms of this Interlocal Agreement and the Development Agreement, to the extent the Development Agreement applies to the Project.

Section 2.09. Selection of Contractor. The District shall be responsible for procuring its own construction contractor for performance of the work related to the Project. The District shall utilize a competitive bidding process to select the contractor to construct the Project to the extent required and in accordance with Florida Law.

Section 2.10. Submission of Proceedings, Contracts and Other Documents. The District shall submit to the City and Agency such data, reports, records, contracts, schedule of values and other supporting documents relating to the Project as the City and Agency may reasonably require for disbursement of funds; a list of the required supporting documentation the City and Agency shall require for disbursement of funds is attached hereto as **Exhibit C**, Required Documentation. Such documentation may be submitted to the City and Agency as soon as it is available but in no event later than 120 days after final completion of the Project. In any event, the City and Agency shall have the right to review all Project documents and, upon request by the City or Agency, to participate in meetings and other activities related to construction of the Project as the Parties may deem reasonably appropriate. The District will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the construction contractor for the Project. The District will ensure that no liens shall be placed on the Project.

Section 2.11. Requisitions and Payments. Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.01. Expiration of Interlocal Agreement. The District agrees to complete the Project prior to the commencement dates set out in the Development

Agreement for each respective component of the Project. If the District does not complete the Project by December 31, 2020, except as provided for herein, this Interlocal Agreement will expire on the last day of the scheduled completion as provided in this section unless an extension of time is requested by the District and granted in writing by the City and Agency prior to the expiration of this Interlocal Agreement. The City shall reimburse the District for the Project portions completed and that has such supporting documentation as required herein and the District agrees to coordinate with the Parties in the efficient and timely transition of completion of the remaining Project or portions thereof to the Agency or the City, as may be required, including but not limited to the assignment of any contracts and warranties, as may be relevant, transfer of all permits, documents, plans, specifications and other related documentation.

Section 3.02. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of the City, the Agency or the District beyond any statutory limited waiver of immunity or limits of liability contained in §768.28, Florida Statutes, as amended, or other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.03. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. The Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any party.

Section 3.04. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the City:	City Manager 300 S. Adams St. Tallahassee, Florida 32301
With Copy to:	City Attorney 300 S. Adams St., Box A-5 Tallahassee, Florida 32301
If to the Agency:	Blueprint Intergovernmental Agency 315 S. Calhoun St., Suite 450 Tallahassee FL 32303

Attn: Benjamin Harrison Pingree
Director of PLACE

With Copy to: _____

Blueprint Legal Counsel
315 S. Calhoun St., Suite 450
Tallahassee, FL 32303
Attn: Patrick T. Kinni, Esq.

If to the District:

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

With Copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 119
Tallahassee, Florida 32301
Attn: Jennifer L. Kilinski

Section 3.05. Default. Each of the Parties hereto shall give the other Parties written notice of any default hereunder and shall allow the defaulting party fifteen (15) days from the date of its receipt of such notice within which to cure any such defaults or, if it cannot be cured within the fifteen (15) days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other parties of the actual cure of any such defaults. If the District's non-performance of any obligation hereunder is directly due to an event of Force Majeure, the District shall not be deemed to be in default. The District shall be given an amount of time reasonably necessary to cure such non-performance, and the District shall act in good faith to cure such non-performance during such time.

Section 3.06. Force Majeure. Except for any payment obligation by either party, if any Party is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Parties to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Parties from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the Agency and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Project within the control of the City or the Agency), material shortages, industry wide

strikes, boycotts, lockouts or labor disputes or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.

Section 3.07. Indemnification, Performance and Payment Bond, and Insurance. To the extent permitted by law and without waiving any limitations of liability including sovereign immunity afforded the District, the District shall indemnify and save harmless the Agency, the City, and their officials and employees (the "Indemnified Parties"), from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Indemnified Parties, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the District or its contractor, or sub-contractors, or their employees or agents, arising from the construction of the Project or this Interlocal Agreement.

The District shall also cause the Agency and City to be named as an additional insured with respect to insurance coverage, other than Worker's Compensation or Professional Liability, provided by the District's construction contractor and will provide the Agency and City with a copy of any certifications of coverage received by the District from its construction contractor. Insurance coverage will be provided in accordance with requirements of the construction contract. Additionally, the District will require its construction contractor to post a performance and payment bond for all work under the construction contract, including the Project, and will ensure that the Agency and City are named as a beneficiary or insured under such bond with respect to the Project.

Section 3.08. Other Agreements. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any agreement between Ox Bottom, the Agency and/or the City, including but not limited to the Development Agreement, or any applicable Development Order approved, or regulation issued by the City.

Section 3.09. Assignment or Transfer. No party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other parties. No party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 3.10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

Section 3.11. Amendment. Any amendment to or waiver of the provisions of this Interlocal Agreement must be in writing and mutually agreed to by the Parties.

Section 3.12. Filing. After approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Leon County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.13. Applicable Law and Venue: Waiver of Jury Trial. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Leon County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Interlocal Agreement.

Section 3.14. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced, and the intentions of the Parties can continue to be effected.

Section 3.15. Construction. This Interlocal Agreement is the result of the negotiations among and between the Parties such that all Parties have contributed materially and substantially to its preparation and shall not be construed more strictly against one Party than the other.

Section 3.16. No Waiver. The failure of any Party to require performance of any duty or condition under this Interlocal Agreement shall not affect the Party's right to require performance at any time thereafter, nor shall the waiver of any condition, breach or default under this Interlocal Agreement constitute a waiver of any subsequent failure of such condition, breach or default.

Section 3.17. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Interlocal Agreement.

Section 3.18. Public Records. The Parties understand and acknowledge that Chapter 119, F.S., may be applicable to documents prepared in connection with this Interlocal Agreement and the Project, and each Party agrees to cooperate with any public record requests made thereunder.

Section 3.19. Effective Date. This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of the Parties and in accordance with the requirements of the Cooperation Act.

Section 3.20

Construction Engineering Inspection.

- A. Pursuant to Sections 190.011, 190.033 and 287.055, Florida Statutes, the District and the City are required to undergo a competitive negotiation process to procure professional engineering services. The District and the City agree that it is in the best interest of the Parties to jointly retain professional engineering services to oversee the construction of the Project. Accordingly, the District shall initiate the requisite process on behalf of itself and the City to provide for the selection of an engineering firm that meets the minimum qualifications necessary to fulfill the obligations provided herein. In no event shall the engineering firm selected be an entity related by ownership to the contractor selected by the District for construction of the Project nor shall the engineering firm selected have served as the design engineer for the plans which serve as the basis for permitting the Project. The selection of an engineering firm shall be made jointly by the City, through its representative, and the District, through its Board of Supervisors. Upon selection of the professional engineering firm, the District and the City will jointly retain the firm to provide construction engineering and inspection services ("CEI") for all construction activities and certain CEI services for the Project. Said costs shall be added to the total project costs as outlined in Section 2.07 of this Interlocal Agreement and shall be 100% eligible for reimbursement above and beyond the \$7.050 million not to exceed figure set forth herein. In the event the City and District disagree on selection of the professional engineer to provide the CEI services, the City and District herein commit to attempt in good faith to resolve such disagreements and additionally agree to the following dispute resolution procedures for the limited purposes of this Section 3.20. If agreement is not reached on selection of the professional engineer to provide the CEI services within ten (10) days after the public opening of qualifications received, the City and District agree that the designated project manager for each Party shall meet within the next ten (10) days and attempt to jointly recommend selection of a professional engineer to the City and District. However, if the City and District still cannot agree on a selection of professional engineer after the public opening of qualifications received, then each Party shall select its own professional engineer to perform CEI services and the provisions of this Section 3.20 relating to sharing such expenses shall be null and void. In such event, each Party shall bear its own costs for such services and any such costs shall not be attributed toward the City's total contribution for construction of the Project as defined in Section 2.07 of this Interlocal Agreement nor the District's total costs for construction of the Project for purposes of calculating the City's share of construction costs.
- B. If the City and District agree on the selection of a CEI firm, such firm shall be obligated to the City and District jointly and shall review on behalf of the City and District all deliverables required by its agreement with the Parties, including but not limited to the shop drawings and other contractor submittals relevant to the Project. The CEI firm shall report its findings and/or observations of non-compliant work to the Parties through the City and District's respective project managers.

- C. If the City and District agree on the selection of a CEI firm, such firm shall be responsible for verification testing related to the Project and oversight and administration of the construction contract, including providing the necessary supervision and inspection to ensure that construction of the Project is performed in compliance with the requirements of the construction contracts. Alternatively, the City and District will ensure that the CEI firm it retains assumes these oversight responsibilities.

Section 3.21 Incorporation of Exhibits.

Exhibit A, General Project Description and Scope of Services; Exhibit B, Project Costs Estimate; Exhibit C, Project Documentation; Exhibit D, Repayment Schedule; and Exhibit E, Development Agreement are each attached hereto and shall be deemed incorporated herein and made part of this Interlocal Agreement.

Section 3.22 Precedence Order.

Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

1. Interlocal Agreement.
2. Exhibit A, General Project Description and Scope of Services.
3. Exhibit B, Project Costs Estimate.
4. Exhibit C, Project Documentation.
5. Exhibit D, Repayment Schedule.
6. Exhibit E, Development Agreement.

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IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

CITY OF TALLAHASSEE, FLORIDA

ATTEST:

John Dailey, Mayor

_____, City Clerk

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ and _____, as the _____ and City Clerk of the City of Tallahassee, Florida, and who have acknowledged that they executed the same on behalf of the City of Tallahassee, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

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**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

By: _____

Name: Tom Asbury

Title: Chairman

Name: _____

Title: Vice Chairman

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Tom Asbury and _____, as the Chairman of the Board of Supervisors and Vice Chairman of the Board of Supervisors for the Canopy Community Development District, and who have acknowledged that they executed the same on behalf of the Canopy Community Development District and that each was authorized to do so. Each is personally known to me.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

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LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By: _____

Curtis Richardson

Its: Chairman

Date: _____

APPROVED AS TO FORM:
Blueprint Intergovernmental Agency

By: _____

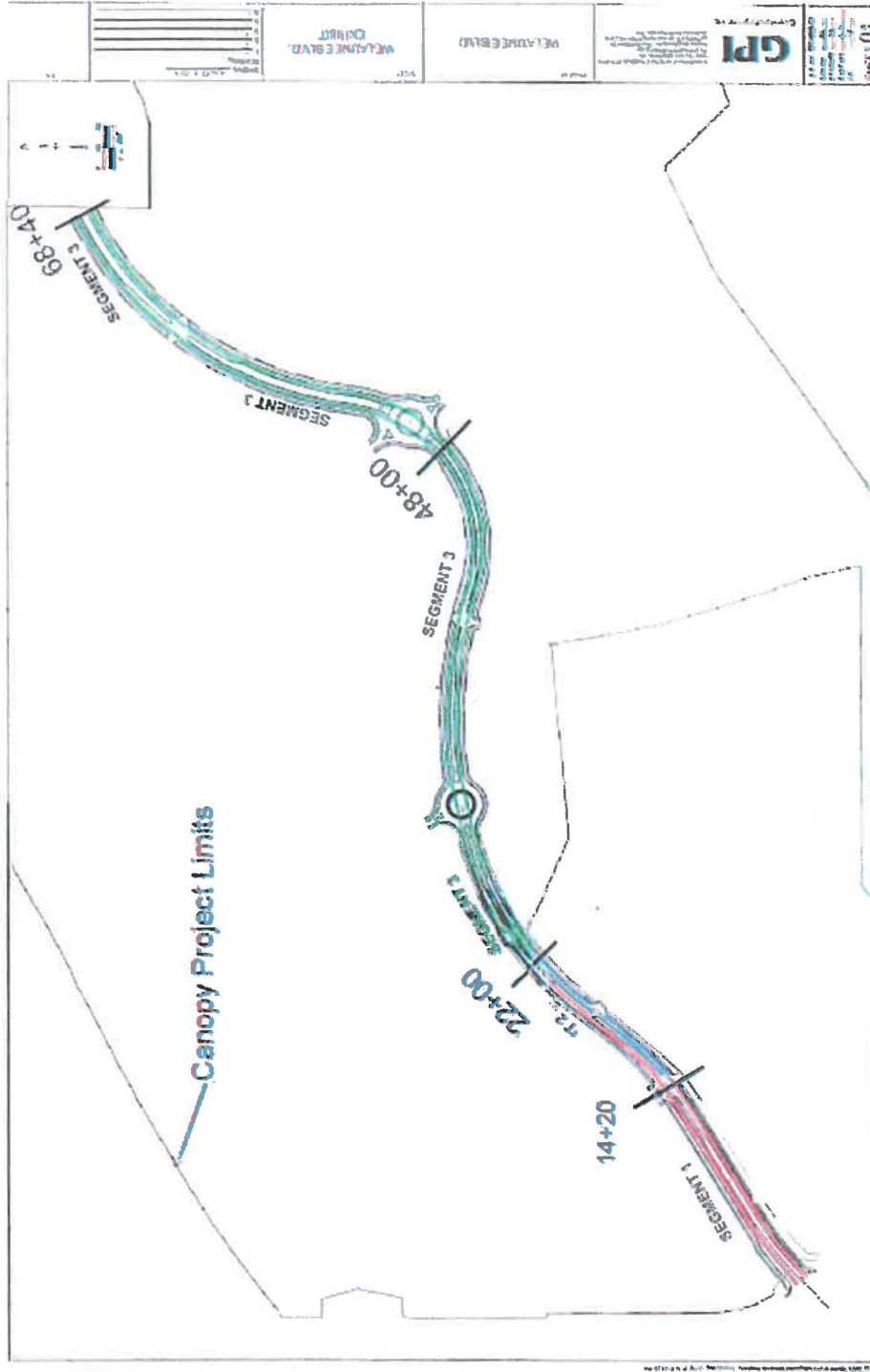
Patrick T. Kinni, Esq.

ATTEST:

By: _____

James O. Cooke, IV
City Treasurer Clerk

Exhibit A - General Project Description and Scope of Services



Project Scope of Services

The Project scope shall consist of the complete design and construction of Welaunee Boulevard as a four-lane divided roadway with a landscaped median from Main Street (Station 14+20) to the east perimeter of the Canopy Development District (CDD) Parcel at 68+40. The construction within Segment 2, as delineated on the attached project map, shall consist of the installation of two additional roadway lanes creating a turnkey 4-lane roadway throughout the section seamlessly matching/connecting to the existing 4 lane roadway within Segment 1. The construction within Segment 3, as delineated on the attached map, shall consist of the complete installation of a 4-lane roadway with all applicable intersections, ingress and egress to adjacent properties, intersections, etc., as defined below and shall seamlessly connect to Segment 2 of the Project.

The roadway shall include at a minimum, all components of the approved roadway typical section (attached) as well as all utility construction per the current edition of the City of Tallahassee's Technical Standards for Water and Sewer Construction. Utilities shall include, but not be limited to, potable water mains with all ancillary appurtenances, sanitary sewer mains with all ancillary appurtenances, storm sewer pipes with all associated inlets and structures to form a closed drainage system, natural gas mains with all associated appurtenances, underground electrical duct bank with associated switching cabinets, pull boxes and ancillary structures, communication conduits, reclaim water mains and irrigation mains, laterals, sprinkler systems and irrigation control systems within the medians and along the landscaped areas on both shoulders of the proposed roadway. The roadway shall also contain at a minimum, enhanced street lighting along both sides of the roadway (to match existing), and all appropriate traffic control devices.

The Welaunee Boulevard right-of-way through Segments 2 and 3 of the CDD shall include a 12 foot shared use path with a 10-foot-wide planted buffer between the back of curb and the path on the north side of the roadway. The roadways shall consist of 5-foot-wide bike lanes in each direction and two eleven-foot-wide travel lanes on each side of a variable width median (See the attached approved typical section). Curb and gutter shall be provided along the perimeters of each side of the roadway and along both sides of the median. The south side of the right-of-way shall contain a 10-foot-wide planting strip and a 6-foot concrete sidewalk with green space to the right-of-way perimeters. Landscaping along the roadway perimeters and within the median shall be coordinated with, and approved by, the City of Tallahassee Beautification and Solid Waste Department. All areas outside of the roadway, paths and sidewalks shall be sodded with Centipede sod unless otherwise specified by the City of Tallahassee Beautification and Solid Waste Department.

Design and Construction Requirements

1) Design

This design shall consist of a four (4) lane divided roadway with curb and gutter and closed drainage and shall be approved by the City of Tallahassee Public Underground Utilities and Infrastructure Department. The design speed is to be 45 miles per hour with a posted speed of 35 miles per hour. All intersections shall be modeled for intersection selection by the City of Tallahassee.



The CDD shall provide, at a minimum, engineering design, all necessary permits, third party and utility coordination and design project management services to produce construction plans for the roadway corridor. The CDD is responsible for obtaining all permits and agreements from agencies with jurisdiction on the corridor.

Further, the CDD is to provide geotechnical investigations, environmental investigations, and environmental compliance monitoring consistent with regulatory agency permit and agreement requirements.

2) Construction

The scope of the construction phase of the Project shall include, but not be limited to the complete installation of all elements listed within the project scope of services and any ancillary items necessitated by standard practices for roadway, utility and landscaping construction. The CDD shall comply with all City of Tallahassee and Blueprint Intergovernmental Agency procurement policies and Project Closeout Procedures which shall be made a part of the agreement. Additionally, the CDD shall provide complete Construction Engineering and Inspection services throughout the construction process with reports to the City of Tallahassee and to the Blueprint Intergovernmental Agency.

Schedule

The CDD shall provide, for approval, a detailed design schedule to Blueprint within ten (10) business days of the execution of the Interlocal Agreement. The District shall maintain this schedule and provide updates to the City and to Blueprint on a monthly basis.

The District shall provide for approval, a detailed construction schedule to Blueprint prior to the initiation of construction activities for Segments 2 and 3. Clear benchmarks are to be established by the District through coordination with Blueprint staff to assist in tracking construction progress. A zero float schedule will not be accepted. These benchmarks shall be included in the construction schedule and updated monthly at a minimum.

Upon acceptance of each schedule by the City of Tallahassee and by the Blueprint Intergovernmental Agency, the schedules will become a part of this agreement.

PROPOSED WELAUNEE BLVD CROSS SECTION

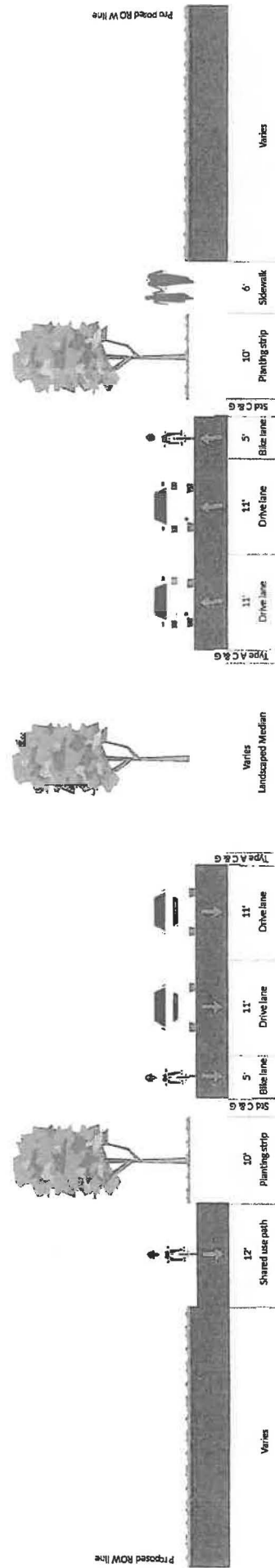


EXHIBIT B-1

COST ESTIMATE

WELAUNEE BLVD: 14+20 TO 22+00

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$50,000.00	\$50,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$8,500.00	\$8,500.00
Clear and Grub	ACRE	2	\$5,500.00	\$11,000.00
Earthwork	CY	1420	\$9.00	\$143,896.00
Geogrid (Soils reinforcement)	SY	4620	\$12.50	\$57,750.00
8" Roadbase	SY	3950	\$16.00	\$63,200.00
4" Type SP Asphalt	TON	860	\$120.00	\$103,200.00
Asphalt Trail - 10'	SY	1,795	\$25.00	\$44,875.00
Asphalt Sidewalk - 5'	SY	1,325	\$25.00	\$33,125.00
Concrete Sidewalk - 5'	SY	1,325	\$45.00	\$59,625.00
Curb and gutter	LF	3,650	\$18.00	\$65,700.00
Storm Drainage	LS			\$141,750.00
Sod	SY	8,950	\$3.50	\$31,325.00
Landscaping	LS	1	\$100,000.00	\$100,000.00
Brick Pavers	SY	0	\$0.00	\$0.00
Testing	LS	1	\$15,000.00	\$15,000.00
Layout	LS	1	\$15,000.00	\$15,000.00
Asbuilts	LS	1	\$20,000.00	\$20,000.00
Signs and Striping	LS	1	\$10,000.00	\$10,000.00
Total				\$974,446.00

EXHIBIT B-2

COST ESTIMATE**WELAUNEE BLVD: 22+00 TO 48+00**

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$100,000.00	\$100,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$28,200.00	\$28,200.00
Clear and Grub	ACRE	10.8	\$5,500.00	\$59,400.00
Earthwork	LS	1	\$476,800.00	\$476,800.00
Geogrid (Soils reinforcement)	SY	23,995	\$12.50	\$299,937.50
8" Roadbase	SY	20,134	\$16.00	\$322,144.00
4" Type SP Asphalt	TON	4,430	\$120.00	\$531,600.00
Asphalt Trail - 10'	SY	2,652	\$25.00	\$66,300.00
Asphalt Sidewalk - 5'	SY	2,297	\$25.00	\$57,425.00
Concrete Sidewalk - 5'	SY	1,673	\$45.00	\$75,285.00
Curb and gutter	LF	9,928	\$18.00	\$178,704.00
Storm Drainage	LS			\$657,155.00
Sod	SY	19,980	\$3.50	\$69,930.00
Landscaping	LS	1	\$200,000.00	\$200,000.00
Brick Pavers	SY	400	\$8.00	\$3,200.00
Testing	LS	1	\$50,000.00	\$50,000.00
Layout	LS	1	\$50,000.00	\$50,000.00
Asbuilts	LS	1	\$25,000.00	\$25,000.00
Signs and Striping	LS	1	\$45,000.00	\$45,000.00
Total				\$3,251,580.50

EXHIBIT B-3

COST ESTIMATE

WELAUNEE BLVD: 48+00 TO 68+40

Description	Unit	Quantity	Unit price	Total Amount
Mobilization	LS	1	\$132,000.00	\$132,000.00
Maintenance of Traffic	LS	1	\$500.00	\$500.00
Erosion Control	LS	1	\$25,200.00	\$25,200.00
Clear and Grub	ACRE	6.85	\$5,500.00	\$37,675.00
Earthwork	LS	1	\$435,600.00	\$435,600.00
Geogrid (Soils reinforcement)	SY	22,300	\$12.50	\$278,750.00
8" Roadbase	SY	14,053	\$16.00	\$224,853.33
4" Type SP Asphalt	TON	3,122	\$120.00	\$374,640.00
Asphalt Trail - 10'	SY	2,267	\$25.00	\$56,666.67
Asphalt Sidewalk - 5'	SY	2,221	\$25.00	\$55,533.33
Concrete Sidewalk - 5'	SY	1,133	\$45.00	\$51,000.00
Curb and gutter	LF	8,160	\$18.00	\$146,880.00
Storm Drainage	LS			\$498,000.00
Sod	SY	23,540	\$3.50	\$82,390.00
Landscaping	LS	1	\$200,000.00	\$200,000.00
Brick Pavers	SY	950	\$8.00	\$7,600.00
Testing	LS	1	50,000	\$50,000.00
Layout	LS	1	50,000	\$50,000.00
Asbuilts	LS	1	25,000	\$25,000.00
Signs and Striping	LS	1	42,000	\$42,000.00
Total				\$2,774,288.33

Exhibit C, Project Documentation

Welaunee Boulevard, Segments 2 and 3, Project Documents needed before repayments contemplated by the Interlocal Agreement.

- Final Construction Plans, Specifications and Permits
- City Acceptance of Final Construction Plans and Specifications
- Contractor Name/Construction Engineering and Inspection Name
- DBE/MBE Participation
- Original Contracted Cost/Final Contracted Cost
- Date Contract Began/Date Contract Time End
- Original Contract Days
- Final Contract Days
- Time Overruns/Underruns
- Quantity Overruns/Underruns
- Final Invoice
 - Must show Final Construction Project Cost and Final Plan Quantities
 - Supporting Documentation must attest that all DBEs and Subs have been paid
- Construction Completion - Final Inspection and Acceptance Date by City
- Permit(s) Close-Out
- As-Built Plans
- City Acceptance of As-Built Plans
- Materials Certification
- Contractor Warranties
- Right-of-way donation and transfer to the City
- City Acceptance of maintenance responsibilities

EXHIBIT D, REPAYMENT SCHEDULE

I. City to District Welaunee Boulevard Segments 2 and 3 Construction Cost Repayment Schedule.

Any repayment by the City to the District is specifically contingent upon compliance with all material terms of the Interlocal Agreement, and shall be made per completed part of the Project as set forth in Table 1, below:

Table 1.

Exhibit B-1	Exhibit B-2	Exhibit B-3	Total
Welaunee Blvd. 14 + 20 to 22 + 00	Welaunee Blvd. 22 + 00 to 48 + 00	Welaunee Blvd. 48 + 00 to 68 + 40	
Amount not to exceed \$974,446.00	Amount not to exceed \$3,251,580.50	Amount not to exceed \$2,774,288.33	Amount not to exceed \$7.05 million

II. Agency to City Welaunee Boulevard Segments 2 & 3 Construction Costs Repayment Schedule.

Any repayment by the Agency to the City is specifically contingent upon compliance with all material terms of the Interlocal Agreement, and shall be made per completed part of the Project as set forth in table 2, below:

Table 2.

FY 2020	FY 2021	FY 2022	Total
Amount not to exceed \$1 million	Amount not to exceed \$1.3 million	Amount not to exceed \$4.75 million	Amount not to exceed \$7.05 million

SECTION VIII

SECTION B

SECTION 1

Canopy CDD

9145 Narcoossee Road, Suite A206
Orlando, FL 32832
Phone 407 841 5524 Fax 407 839 1526

DATE: November 29, 2018
INVOICE # 201811
DUE DATE: December 29, 2018

Bill To:

Ox Bottom Mortgage Holdings LLC
4708 Capital Circle NW
Tallahassee FL 32303

DESCRIPTION	AMOUNT
Dove Pond Regional Stormwater Construction Project	
Capital Funding Request #8	\$ 444,906.19
Wire Transfer: Canopy Community Development District SunTrust Bank, NA ABA # 061000104 Acct #1000193639944 Contact: Kelly Lawler Tel: (407) 237-1072	
TOTAL	\$ 444,906.19

THANK YOU FOR YOUR BUSINESS!

District: **Canopy
Community Development District**

Capital Funding Request: **8**

Project: **Dove Pond Regional Stormwater
Construction Project**

Date: **29-Nov-18**

Payee	Description	Blueprint (1)	CDD	Amount
Sandco, Inc.	Construction Pay Application #10	\$0.00	\$80,582.56	\$80,582.56
Sandco, Inc.	Construction Pay Application #11	\$0.00	\$364,323.63	\$364,323.63
Total Amount Due		\$0.00	\$444,906.19	\$444,906.19

Allocation of Funding Request Cost Per Joint Project Agreement

<u>Paying Entity</u>	<u>Amount</u>
<i>Blueprint Intergovernmental Agency</i>	<i>\$0.00</i>
Canopy CDD	\$444,906.19
Total	<u>\$444,906.19</u>

Check Payable: **Canopy Community Development District**
9145 Narcoossee Road
Suite A206
Orlando, Florida 32827
Attn: District Manager, George Flint

Or

Wire Transfer: **Canopy Community Development District**
SunTrust Bank, NA
ABA # 061000104
Acct #1000193639944
Contact: Kelly Lawler
Tel: (407) 237-1072

Summary of Cost by Contract and Agreements

Sandco - Contract Amount	3,741,640.00
Plus: Change Order 2/20/18	416,070.00
Less: Pay Request #1	(479,944.13)
Less: Pay Request #2	(746,926.93)
Less: Pay Request #3	(634,358.67)
Less: Pay Request #4	(627,465.21)
Less: Pay Request #5	(397,041.66)
Less: Pay Request #6	(85,775.03)
Less: Pay Request #7	(135,567.02)
Less: Pay Request #8	(33,845.31)
Less: Pay Request #9	(114,000.00)
Less: Pay Request #10	(80,582.56)
Less: Pay Request #11	(364,323.63)

Balance Remaining	<u>457,879.85</u>
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RS&H - CE&I Contract	284,787.90
Plus: Change Order 6/5/18	101,013.33
Less: Services Through December 31, 2018	(114,792.00)
Less: Services Through January 26, 2018	(55,207.00)
Less: Services Through February 23, 2018	(55,207.00)
Less: Services Through March 30, 2018	(55,207.00)
Less: Services Through April 27, 2018	(4,374.90)
Less: Services Through July 27, 2019	(101,013.33)

Balance Remaining	<u>0.00</u>
-------------------	-------------

Maximum Amount Due Blueprint (JPA)	2,000,000.00
Less: Amount Due Capital Funding Request #1	(396,486.79)
Less: Amount Due Capital Funding Request #2	(534,750.61)
Less: Amount Due Capital Funding Request #3	(450,530.43)
Less: Amount Due Capital Funding Request #4	(445,934.56)
Less: Amount Due Capital Funding Request #5	(172,297.62)

Balance Remaining	<u>0.00</u>
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(1) Blueprint has reached the maximum limit therefore the District will be funding the difference.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Canopy Community Development District
Greenman-Pedersen
1590 Village Square Boulevard
Tallahassee, FL 32309

FROM CONTRACTOR: Sandco, Inc.
4708 Capital Circle NW
Tallahassee, FL 32303

VIA ARCHITECT:

CONTRACT FOR: Site work

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,741,640.00
2. Net change by Change Orders	\$	416,070.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	4,157,710.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,511,059.50
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	\$175,552.98
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	175,552.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,335,506.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,254,923.96
8. CURRENT PAYMENT DUE	\$	80,582.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	877,203.48

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$416,070.00	
Total approved this Month		
TOTALS	\$416,070.00	\$0.00
NET CHANGES by Change Order	\$416,070.00	

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

APPLICATION NO: 10

PERIOD TO: 9/30/2018

PROJECT NOS: 16-17
Dove Pond Regional Stormwater Facility Construction Services

CONTRACT DATE: 11/20/2017

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 9/26/2018

State of Florida County of: Leon
Subscribed and sworn to before me this 26th day of September 2018
Notary Public: Constance B. Fletcher
My Commission expires:



CONSTANCE B. FLETCHER
Commission # FF 213701
Expires July 25, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 80,582.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Anthony T. Morris Date: 10.1.2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H %	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1011	Mobilization	\$28,500.00	\$28,500.00			\$28,500.00	100.00%	\$0.00	\$1,425.00
1011B	Bonds and Insurance	\$130,000.00	\$130,000.00			\$130,000.00	100.00%	\$0.00	\$6,500.00
1025	Contractor's Quality Control	\$65,000.00	\$58,500.00			\$58,500.00	90.00%	\$6,500.00	\$2,925.00
1011s	Stakeout and As-built	\$50,000.00	\$45,000.00			\$45,000.00	90.00%	\$5,000.00	\$2,250.00
10414	Contractor's Erosion Control & NPDES	\$76,500.00	\$70,850.00			\$70,850.00	92.61%	\$5,650.00	\$3,542.50
580340	Tree Protection	\$5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$250.00
1208	Dewatering	\$60,000.00	\$53,000.00			\$53,000.00	88.33%	\$7,000.00	\$2,650.00
1101	Clearing and Grubbing	\$23,250.00	\$23,250.00			\$23,250.00	100.00%	\$0.00	\$1,162.50
1201	Regular Excavation	\$739,020.00	\$702,069.00			\$702,069.00	95.00%	\$36,951.00	\$35,103.45
1206	Embankment	\$509,165.00	\$483,706.75			\$483,706.75	95.00%	\$25,458.25	\$24,185.34
1605	Finished Soil Layer	\$60,550.00	\$42,385.00			\$42,385.00	70.00%	\$18,165.00	\$2,119.25
5751	Sod	\$211,925.00	\$148,347.50			\$148,347.50	70.00%	\$63,577.50	\$7,417.38
5243	Concrete, NS	\$307,800.00				\$0.00		\$307,800.00	\$0.00
5244	Concrete, Class II	\$326,275.00	\$225,137.50	\$84,823.75		\$309,961.25	95.00%	\$16,313.75	\$15,498.06
5245	Subgrade	\$11,875.00	\$11,875.00			\$11,875.00	100.00%	\$0.00	\$593.75
5303	Rip Rap	\$421,600.00	\$358,360.00			\$358,360.00	85.00%	\$63,240.00	\$17,918.00
4301	RCP, 24"	\$15,600.00				\$0.00		\$15,600.00	\$0.00
4302	RCP, 24" w/ cradle and seep shield	\$49,680.00	\$49,680.00			\$49,680.00	100.00%	\$0.00	\$2,484.00
4306	RCP, 60" w/ cradle and seep shield	\$272,250.00	\$231,412.50			\$231,412.50	85.00%	\$40,837.50	\$11,570.63
430982129	MES, 24"	\$7,350.00	\$7,350.00			\$7,350.00	100.00%	\$0.00	\$367.50
4251412a	10x10' Type J structure bottom	\$197,050.00	\$167,492.50			\$167,492.50	85.00%	\$29,557.50	\$8,374.63
4251412b	10x10' atrium grate	\$21,000.00	\$21,000.00			\$21,000.00	100.00%	\$0.00	\$1,050.00
4251885	Stream Gauge	\$3,000.00				\$0.00		\$3,000.00	\$0.00
4251886	Outfall Structure	\$94,250.00	\$94,250.00			\$94,250.00	100.00%	\$0.00	\$4,712.50
Alternate 1	Karst Remediation								
5225	Pressure Grout (402 CY @ 1.035)	\$416,070.00	\$416,070.00			\$416,070.00	100.00%	\$0.00	\$20,803.50
Alternate 2	Wetlands Constructions								
5831	Constructed Wetlands	\$55,000.00	\$53,000.00			\$53,000.00	96.36%	\$2,000.00	\$2,650.00
	GRAND TOTALS	\$4,157,710.00	\$3,426,235.75	\$84,823.75	\$0.00	\$3,511,059.50	84%	\$646,650.50	\$175,552.98

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Canopy Community Development District
Greenman-Pedersen
1590 Village Square Boulevard
Tallahassee, FL 32309

FROM CONTRACTOR: Sandco, Inc.
4708 Capital Circle NW
Tallahassee, FL 32303

VIA ARCHITECT:

AIA DOCUMENT G702

APPLICATION NO: 11

PAGE ONE OF 2 PAGES

PERIOD TO: 10/31/2018

PROJECT NOS: 16-17
Dove Pond Regional Stormwater Facility Construction Services

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACT FOR: Site work

CONTRACT DATE: 11/20/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,741,640.00
2. Net change by Change Orders	\$ 416,070.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,157,710.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,894,558.05
5. RETAINAGE:	
a. 5% % of Completed Work (Column D + E on G703)	\$ 194,727.90
b. % of Stored Material (Column F on G703)	\$ Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 194,727.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 3,699,830.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,335,506.52
8. CURRENT PAYMENT DUE	\$ 364,323.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 457,879.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$416,070.00	
Total approved this Month		
TOTALS	\$416,070.00	\$0.00
NET CHANGES by Change Order	\$416,070.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 10/31/2018

State of Florida County of Leon
Subscribed and sworn to before me this 31st day of October 2018
Notary Public: Constance B. Fletcher
My Commission expires: June 25, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 364,323.63

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

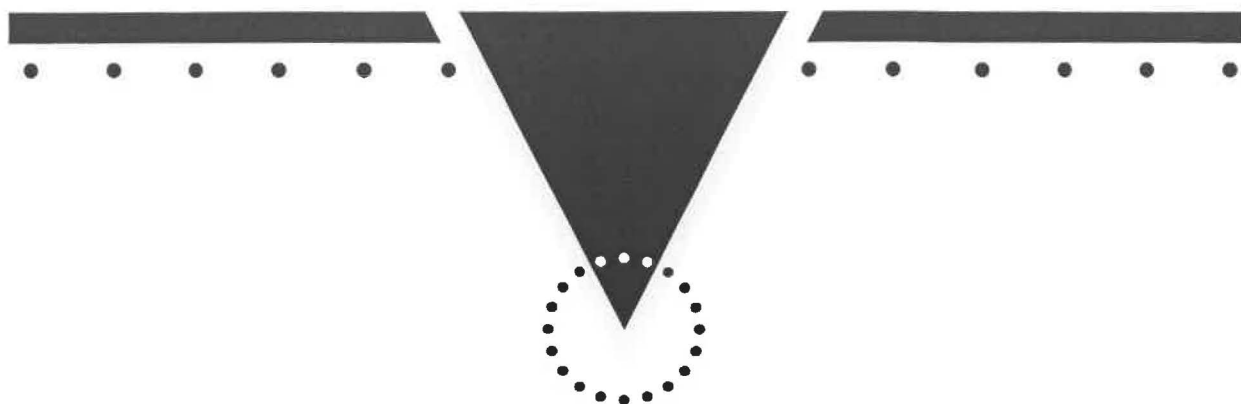
By: [Signature] Date: 11.5.2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A	B	C	D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION	THIS PERIOD						
			(D+E)							
1011	Mobilization	\$28,500.00	\$28,500.00			\$28,500.00	100.00%	\$0.00	\$1,425.00	
1011B	Bonds and Insurance	\$130,000.00	\$130,000.00			\$130,000.00	100.00%	\$0.00	\$6,500.00	
1025	Contractor's Quality Control	\$65,000.00	\$58,500.00	\$3,250.00		\$61,750.00	95.00%	\$3,250.00	\$3,087.50	
1011s	Stakeout and As-built	\$50,000.00	\$45,000.00			\$45,000.00	90.00%	\$5,000.00	\$2,250.00	
10414	Contractor's Erosion Control & NPDES	\$76,500.00	\$70,850.00	\$1,825.00		\$72,675.00	95.00%	\$3,825.00	\$3,633.75	
580340	Tree Protection	\$5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$250.00	
1208	Dewatering	\$60,000.00	\$53,000.00	\$7,000.00		\$60,000.00	100.00%	\$0.00	\$3,000.00	
1101	Clearing and Grubbing	\$23,250.00	\$23,250.00			\$23,250.00	100.00%	\$0.00	\$1,162.50	
1201	Regular Excavation	\$739,020.00	\$702,069.00	\$22,170.60		\$724,239.60	98.00%	\$14,780.40	\$36,211.98	
1206	Embankment	\$509,165.00	\$483,706.75	\$15,274.95		\$498,981.70	98.00%	\$10,183.30	\$24,949.09	
1605	Finished Soil Layer	\$60,550.00	\$42,385.00	\$15,137.50		\$57,522.50	95.00%	\$3,027.50	\$2,876.13	
5751	Sod	\$211,925.00	\$148,347.50	\$52,981.25		\$201,328.75	95.00%	\$10,596.25	\$10,066.44	
5243	Concrete, NS	\$307,800.00		\$153,900.00		\$153,900.00	50.00%	\$153,900.00	\$7,695.00	
5244	Concrete, Class II	\$326,275.00	\$309,961.25	\$16,313.75		\$326,275.00	100.00%	\$0.00	\$16,313.75	
5245	Subgrade	\$11,875.00	\$11,875.00			\$11,875.00	100.00%	\$0.00	\$593.75	
5303	Rip Rap	\$421,600.00	\$358,360.00	\$54,808.00		\$413,168.00	98.00%	\$8,432.00	\$20,658.40	
4301	RCP, 24"	\$15,600.00				\$0.00		\$15,600.00	\$0.00	
4302	RCP, 24" w/ cradle and seep shield	\$49,680.00	\$49,680.00			\$49,680.00	100.00%	\$0.00	\$2,484.00	
4306	RCP, 60" w/ cradle and seep shield	\$272,250.00	\$231,412.50	\$40,837.50		\$272,250.00	100.00%	\$0.00	\$13,612.50	
430982129	MES, 24"	\$7,350.00	\$7,350.00			\$7,350.00	100.00%	\$0.00	\$367.50	
4251412a	10x10' Type J structure bottom	\$197,050.00	\$167,492.50			\$167,492.50	85.00%	\$29,557.50	\$8,374.63	
4251412b	10x10' atrium grate	\$21,000.00	\$21,000.00			\$21,000.00	100.00%	\$0.00	\$1,050.00	
4251885	Stream Gauge	\$3,000.00				\$0.00		\$3,000.00	\$0.00	
4251886	Outfall Structure	\$94,250.00	\$94,250.00			\$94,250.00	100.00%	\$0.00	\$4,712.50	
Alternate 1	Karst Remediation									
5225	Pressure Grout (402 CY @ 1,035)	\$416,070.00	\$416,070.00			\$416,070.00	100.00%	\$0.00	\$20,803.50	
Alternate 2	Wetlands Constructions									
5831	Constructed Wetlands	\$55,000.00	\$53,000.00			\$53,000.00	96.36%	\$2,000.00	\$2,650.00	
	GRAND TOTALS	\$4,157,710.00	\$3,511,059.50	\$383,498.55	\$8.00	\$3,894,558.05	94%	\$263,151.95	\$194,727.90	

SECTION C

SECTION 1



Canopy
Community Development District

Unaudited Financial Reporting

October 31, 2018



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1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Fund - Series 2018A-4</u>
5	<u>Debt Service Fund - Series 2018A-1</u>
6	<u>Debt Service Fund - Series 2018A-2</u>
7	<u>Debt Service Fund - Series 2018A-3</u>
8	<u>Capital Project Fund</u>
9-10	<u>Month to Month</u>
11	<u>Developer Contributions Schedule</u>

Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
October 31, 2018

	<u>GENERAL</u>	<u>CAPITAL PROJECT</u>
<u>ASSETS:</u>		
CASH	\$121,567	\$0
DUE FROM DEVELOPER	\$35,277	\$0
DUE FROM CAPITAL	\$86,883	\$0
TOTAL ASSETS	<u>\$243,726</u>	<u>\$0</u>
<u>LIABILITIES:</u>		
ACCOUNTS PAYABLE	\$224,659	\$0
CONTRACTS PAYABLE	\$0	\$78,180
DUE TO CAPITAL	\$0	\$0
DUE TO DEVELOPER	\$0	\$1,697,380
DUE TO GENERAL FUND	\$0	\$11,209
<u>FUND EQUITY:</u>		
FUND BALANCES:		
UNASSIGNED	\$19,068	(\$1,786,770)
TOTAL LIABILITIES & FUND EQUITY	<u>\$243,726</u>	<u>\$0</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$29,760	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$105,692	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$185,273	\$15,439	\$10,597	(\$4,842)
INTEREST	\$500	\$42	\$0	(\$42)
MISCELLANEOUS INCOME	\$2,500	\$208	\$0	(\$208)
TOTAL REVENUES	\$323,725	\$15,689	\$10,597	(\$5,092)
EXPENDITURES:				
ADMINISTRATIVE				
ENGINEERING	\$12,000	\$1,000	\$0	\$1,000
ARBITRAGE	\$2,400	\$200	\$0	\$200
DISSEMINATION	\$8,000	\$667	\$0	\$667
ATTORNEY	\$25,000	\$2,083	\$0	\$2,083
ANNUAL AUDIT	\$5,000	\$417	\$0	\$417
TRUSTEE FEES	\$10,000	\$833	\$0	\$833
ASSESSMENT ADMINISTRATION	\$0	\$0	\$2,500	(\$2,500)
MANAGEMENT FEES	\$35,000	\$2,917	\$2,917	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$208	\$50	\$158
TRAVEL	\$250	\$21	\$0	\$21
TELEPHONE	\$250	\$21	\$0	\$21
POSTAGE	\$1,500	\$125	\$4	\$121
PRINTING & BINDING	\$1,500	\$125	\$106	\$19
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$417	\$0	\$417
OTHER CURRENT CHARGES	\$1,000	\$83	\$81	\$3
OFFICE SUPPLIES	\$1,000	\$83	\$21	\$63
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$15,375	\$10,678	\$4,697

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$5,208	\$0	\$5,208
LANDSCAPE CONTINGENCY	\$12,500	\$1,042	\$0	\$1,042
PLANT REPLACEMENTS	\$7,500	\$625	\$0	\$625
IRRIGATION - REPAIRS	\$5,000	\$417	\$0	\$417
IRRIGATION - WATER	\$10,000	\$833	\$0	\$833
IRRIGATION - ELECTRIC	\$2,500	\$208	\$0	\$208
WETLAND MAINTENANCE	\$3,750	\$313	\$0	\$313
WETLAND MITIGATION REPORTING	\$1,250	\$104	\$0	\$104
LAKE MAINTENANCE	\$7,500	\$625	\$0	\$625
REPAIRS & MAINTENANCE	\$12,500	\$1,042	\$0	\$1,042
OPERATING SUPPLIES	\$1,250	\$104	\$0	\$104
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$1,563	\$0	\$1,563
POOL ATTENDANTS	\$3,750	\$313	\$0	\$313
JANITORIAL	\$3,750	\$313	\$0	\$313
POOL MAINTENANCE	\$3,750	\$313	\$0	\$313
POOL CHEMICALS	\$1,875	\$156	\$0	\$156
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$313	\$0	\$313
POOL - WATER	\$250	\$21	\$0	\$21
TELEPHONE	\$625	\$52	\$0	\$52
WATER/SEWER	\$1,250	\$104	\$0	\$104
GAS	\$125	\$10	\$0	\$10
TRASH	\$600	\$50	\$0	\$50
PEST CONTROL	\$300	\$25	\$0	\$25
TERMITE BOND	\$188	\$16	\$0	\$16
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$156	\$0	\$156
ACCESS CARDS	\$625	\$52	\$0	\$52
ACTIVITIES	\$3,750	\$313	\$0	\$313
SECURITY/ALARMS/REPAIR	\$8,750	\$729	\$0	\$729
REPAIRS & MAINTENANCE	\$8,750	\$729	\$0	\$729
OFFICE SUPPLIES	\$500	\$42	\$0	\$42
HOLIDAY DECORATIONS	\$1,250	\$104	\$0	\$104
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$104	\$0	\$104
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$207,151	\$22,247	\$0	\$22,247
TOTAL EXPENDITURES	\$323,726	\$37,622	\$10,678	\$26,944
EXCESS REVENUES (EXPENDITURES)	(\$1)		(\$81)	
FUND BALANCE - Beginning	\$0		\$19,148	
FUND BALANCE - Ending	\$0		\$19,068	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018A-4
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	Variance
<u>REVENUES</u>				
ASSESSMENTS - TAX ROLL	\$ 65,425	\$ -	\$ -	\$ -
INTEREST	\$ 250	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 65,675	\$ -	\$ -	\$ -
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$ 9,470	\$ -	\$ -	\$ -
PRINCIPAL - 5/1	\$ 30,000	\$ -	\$ -	\$ -
INTEREST - 5/1	\$ 25,069	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 64,539	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ 1,136		\$ -	
FUND BALANCE - BEGINNING	\$ 9,471		\$ -	
FUND BALANCE - ENDING	\$ 10,607		\$ -	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 2 - SERIES 2018A-1
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	Variance
-------------------	-----------------------------	--------------------	----------

REVENUES

ASSESSMENTS - DIRECT	\$ 203,045	\$ -	\$ -	\$ -
INTEREST	\$ 250	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 203,295	\$ -	\$ -	\$ -

EXPENDITURES

INTEREST - 11/1	\$ 25,521	\$ -	\$ -	\$ -
PRINCIPAL - 5/1	\$ 70,000	\$ -	\$ -	\$ -
INTEREST - 5/1	\$ 67,555	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 163,076	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ 40,219		\$ -	
FUND BALANCE - BEGINNING	\$ 25,521		\$ -	
FUND BALANCE - ENDING	\$ 65,740		\$ -	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 2 - SERIES 2018A-2
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	Variance
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REVENUES

ASSESSMENTS - DIRECT	\$ 319,485	\$ -	\$ -	\$ -
INTEREST	\$ 250	\$ -	\$ -	\$ -

TOTAL REVENUES	\$ 319,735	\$ -	\$ -	\$ -
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EXPENDITURES

INTEREST - 11/1	\$ 60,347	\$ -	\$ -	\$ -
INTEREST - 5/1	\$ 159,743	\$ -	\$ -	\$ -

TOTAL EXPENDITURES	\$ 220,090	\$ -	\$ -	\$ -
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EXCESS REVENUES (EXPENDITURES)	\$ 99,645	\$ -		
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FUND BALANCE - BEGINNING	\$ 60,347	\$ -		
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FUND BALANCE - ENDING	\$ 159,992	\$ -		
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018A-3
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	Variance
<u>REVENUES</u>				
ASSESSMENTS - DIRECT	\$ 304,735	\$ -	\$ -	\$ -
INTEREST	\$ 250	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 304,985	\$ -	\$ -	\$ -
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$ 57,561	\$ -	\$ -	\$ -
INTEREST - 5/1	\$ 152,368	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 209,929	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ 95,056		\$ -	
FUND BALANCE - BEGINNING	\$ 57,561		\$ -	
FUND BALANCE - ENDING	\$ 152,617		\$ -	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND
Statement of Revenues & Expenditures
For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 10/31/18	ACTUAL 10/31/18	Variance
<u>REVENUES</u>				
INTRAGOVERNMENTAL REVENUES	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
<u>EXPENDITURES</u>				
PROFESSIONAL FEES	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS EXPENSE	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ -	\$ -	\$ -
FUND BALANCE - BEGINNING	\$ -	\$ -	\$ (1,786,770)	
FUND BALANCE - ENDING	\$ -	\$ -	\$ (1,786,770)	

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$10,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,597
INTEREST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$10,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,597
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917
INFORMATION TECHNOLOGY	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
PRINTING & BINDING	\$106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
OFFICE SUPPLIES	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
DUES, LICENSE & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$10,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,678

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>MAINTENANCE</u>													
<u>COMMON AREA</u>													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>AMENITY CENTER</u>													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL CHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER/SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE - PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER</u>													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$10,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,678
EXCESS REVENUES (EXPENDITURES)	(\$81)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$81)

**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)	General Fund Portion (FY19)	Over and (short) Balance Due
FY17										
CASH					\$ 4,930.47					\$ -
1	6/20/17	8/25/17	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ -				\$ -
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	\$ 1,858.17	\$ 2,321.48	\$ 4,258.40	\$ -	\$ -	\$ -
3	12/22/17	1/17/18	\$ 16,683.93	\$ 16,683.93	\$ -		\$ 7,123.21	\$ 9,560.72	\$ -	\$ -
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	\$ -	\$ -
6	3/22/18	4/13/18	\$ 9,335.86	\$ 9,335.86	\$ -		\$ 6,724.82	\$ 2,611.04	\$ -	\$ -
7	4/23/18	5/9/18	\$ 21,034.25	\$ 21,034.25	\$ -		\$ 6,913.63	\$ 14,120.62	\$ -	\$ -
8	5/18/18	6/12/18	\$ 16,455.92	\$ 16,455.92	\$ -		\$ 5,846.16	\$ 10,609.76	\$ -	\$ -
9	6/25/18	8/1/18	\$ 12,161.35	\$ 12,161.35	\$ -		\$ 6,186.17	\$ 5,975.18	\$ -	\$ -
10	7/27/18	9/4/18	\$ 11,829.12	\$ 11,829.12	\$ -		\$ 5,540.78	\$ 6,288.34	\$ -	\$ -
11	8/9/18	10/2/18	\$ 7,846.12	\$ 25,551.60	\$ -		\$ 6,335.62	\$ 19,215.98	\$ -	\$ 17,705.48
12	9/25/18			\$ 64,917.59	\$ -	\$ -	\$ 19,779.73	\$ 40,137.86	\$ 5,000.00	\$ 64,917.59
FY19										
1				\$ 24,545.41	\$ -	\$ -	\$ 6,410.14	\$ 12,537.87	\$ 5,597.40	\$ 24,545.41
Due from Developer			\$ 167,471.75	\$ 274,640.23	\$ 43,833.11	\$ 5,103.98	\$ 90,305.09	\$ 129,731.12	\$ 10,597.40	\$ 107,168.48

Total Developer Contributions FY19
Total Due to Developer FY19
Cash balance from Dove Pond -\$4930.47

\$ 10,597.40
\$ 129,731.12

SECTION 2

Canopy

Community Development District

FY19 Funding Request #2

November 28, 2018

	Payee	Capital Project FY2018	General Fund FY2018	General Fund FY2019
1	City of Tallahassee Inv# 79764 - Meeting 10/02/18			\$ 65.50
2	Florida Department of Economic Opportunity Inv# 72948 - FY2019 Special District Fee			\$ 175.00
3	Governmental Management Services-CF, LLC Inv# 18 - Management Fees - November 2018			\$ 3,551.48
4	Greenman-Pedersen, Inc Inv # 263387 - General Engineering Services - September 2018	\$ 3,781.91		
5	Hopping Green & Sams Inv # 103220 - General Counsel - September 2018 Inv # 103221 - Project Construction - September 2018	\$ 1,086.50	\$ 949.47	
6	Tallahassee Democrat Inv# 2070861 - Notice of Meeting - 11/06/18			\$ 102.22
		\$ 4,868.41	\$ 949.47	\$ 3,894.20
		Total:		\$ 9,712.08

Please make check payable to:

Canopy Community Development District
9145 Narcoossee Road, Suite A 206
Orlando, FL 32832

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

Invoice

Customer No.: 9992
Invoice No.: 79764

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

1-31513-44
Ship To: **Canopy CDD**
Attn: Stacie Vanderbilt
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Date	Ship Via	F.O.B.	Terms
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10/26/18

Due on receipt

Purchase Order Number	Order Date	Sales Person	Our Order Number
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Parks, Rec. & Neighborhood Affairs

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
	1			Meeting at Dorothy B. Owen Park - 10/2/2018	65.50	65.50

Invoice subtotal

65.50

Invoice total

65.50

RECEIVED

OCT 31 2018

BY: _____

Thank You

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 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.: 72948			Date Invoiced: 10/01/201
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.0

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



FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY

RECEIVED
NOV 19 2018

BY: _____

2. Telephone: (850) 222-7500
3. Fax: (850) 224-8551
4. Email: jenk@hgslaw.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: 10/27/2017

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

Registered Agent's Signature: _____ Date: 11/14/18

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 2016/2017 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.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

To: All Special District Registered Agents
From: Jack Gaskins Jr., Special District Accountability Program
Date: October 1, 2018
Subject: Fiscal Year 2018/2019 Annual State Fee and Update Requirement
Post-Marked Due Date is December 3, 2018

This memo contains the instructions for complying with the annual state fee and update requirement using the enclosed *Fiscal Year 2018/2019 Annual Special District Fee Invoice and Update Form* (form). The fee remains at \$175 per special district, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the fee must be post-marked or paid online by **December 3, 2018**.

The Purpose of the Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program within the Florida Department of Economic Opportunity (DEO) and requires DEO to annually collect a state fee from each special district to cover the costs of administering the Act. For more information, see www.FloridaJobs.org/SDAP.

The Purpose of Reviewing the Special District's Profile

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with DEO and requires DEO to make that information available through the *Official List of Special Districts* (www.FloridaJobs.org/OfficialList). The Florida Legislature, state agencies and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information and make informed policy decisions. Therefore, it is important for each special district's registered agent to annually review the information on file with DEO and let DEO know if anything needs to be corrected or updated.

Reminders

Each newly created special district must have an official website by the end of the first full fiscal year after its creation. All other special districts should already have an official website that contains specific information (see www.FloridaJobs.org/SDWebsites#offwebsite). If the special district's official website address is not listed on the form, the special district must provide it.

The recently updated *Florida Special District Handbook* (www.FloridaJobs.org/SpecialDistrictHandbook) covers general operating procedures for special districts. DEO encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

(TURN OVER FOR INSTRUCTIONS)

Invoice

BY: _____

Description	Hours/Qty	Rate	Amount
Management Fees - November 2018		2,916.67	2,916.67
Information Technology - November 2018		83.33	83.33
Dissemination Agent Services - November 2018		500.00	500.00
Postage		25.80	25.80
Copies		4.20	4.20
Telephone		21.48	21.48
Total			\$3,551.48
Payments/Credits			\$0.00
Balance Due			\$3,551.48

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

RECEIVED
OCT 30 2018

BY: _____

#7
Canopy Community Development District
135 West Central Blvd, Suite 320
Orlando, FL 32801

October 17, 2018

Project No:

FLX-2017011.00

Invoice No:

263387

Project FLX-2017011.00 Canopy CDD Continuing Services

Professional Services from August 18, 2018 to September 14, 2018

Task 00100 General Services

Professional Personnel

		Hours	Rate	Amount
Justice, Travis	8/23/2018	2.50	177.50	443.75
Permit Transfer Forms for Dove Pond Dam				
Justice, Travis	9/13/2018	2.00	177.50	355.00
Dove Pond Dam Construction Site meeting with Contractor, CEI, and design consultants.				
McHugh, Joseph	8/21/2018	5.00	175.48	877.40
Admin; CDD Meeting				
McHugh, Joseph	8/27/2018	4.00	175.48	701.92
Canopy Site Visit				
Prado, Abraham	8/30/2018	2.00	175.48	350.96
Permit transfer form coordination for Dove Pond DEP D&F and Dam safety				
Prado, Abraham	9/10/2018	4.00	175.48	701.92
Pay request review and approval. Discussion with Cardno about required mitigation for Dove Pond D&F				
Prado, Abraham	9/13/2018	2.00	175.48	350.96
Permit transfer and call w Jennifer K				
Totals		21.50		3,781.91
Total Labor				3,781.91
Total this Task				\$3,781.91
Total this Invoice				\$3,781.91

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

October 19, 2018

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

Bill Number 103220
Billed through 09/30/2018

General Counsel
CANCDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

09/07/18	JLK	Update transfer permit forms and letter related to same; confer with Olsen on same.	0.60 hrs
09/11/18	JLK	Confer with MBS regarding permit and entitlement updates and confer with Olsen on same.	0.50 hrs
09/25/18	JLK	Review draft agenda and provide comments to same; review draft minutes and provide comments; disseminate summary of permit status for package; draft resolution and RFP documents for re-bid for units 4/5 project; draft summary of permit status for MBS review and confer with chairman regarding same; confer with GPI regarding permit status for units 4/5 and draft addendum related to same; update assessment resolution.	2.30 hrs
09/28/18	JLK	Continue review and negotiation of master services agreement for ADA compliance on websites, documents and transmittals; confer with various district managers regarding processes for ADA compliance; confer regarding SOW for recreational software for ADA compliance; confer regarding insurance coverage with district's insurer.	0.10 hrs

Total fees for this matter \$927.50

DISBURSEMENTS

Conference Calls 21.97

Total disbursements for this matter \$21.97

MATTER SUMMARY

Kilinski, Jennifer L. 3.50 hrs 265 /hr \$927.50

TOTAL FEES \$927.50
TOTAL DISBURSEMENTS \$21.97

TOTAL CHARGES FOR THIS MATTER \$949.47

BILLING SUMMARY

Kilinski, Jennifer L.

3.50 hrs

265 /hr

\$927.50

TOTAL FEES

\$927.50

TOTAL DISBURSEMENTS

\$21.97

TOTAL CHARGES FOR THIS BILL**\$949.47****Please include the bill number on your check.**

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

October 19, 2018

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

Bill Number 103221
Billed through 09/30/2018

Project Construction

CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

09/05/18	JLK	Review dam safety permit and wetland permit packages and confer with GPI on submittal and timing of same; confer regarding RFP addendum and review the same; transmit same; conference call regarding tax exempt forms and transmit example forms for same; draft resolution and forms for tax exempt purchases and status for same.	1.90 hrs
09/20/18	JLK	Conference call with GPI on units 4/5 and status of permit issuance; review WMD submittals on same.	0.80 hrs
09/27/18	JLK	Transmit complaints; confer regarding permits; confer with contractor; review and transmit addendum; confer with GPI on permit status for units 4/5 and timeline for same; draft resolution for same.	1.40 hrs

Total fees for this matter \$1,086.50

MATTER SUMMARY

Kilinski, Jennifer L.	4.10 hrs	265 /hr	\$1,086.50
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TOTAL FEES \$1,086.50

TOTAL CHARGES FOR THIS MATTER \$1,086.50

BILLING SUMMARY


Kilinski, Jennifer L.	4.10 hrs	265 /hr	\$1,086.50
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TOTAL FEES \$1,086.50

TOTAL CHARGES FOR THIS BILL \$1,086.50

Please include the bill number on your check.



ACCOUNT NAME Canopy Cdd		ACCOUNT # 183440	PAGE # 1 of 1
INVOICE # 0002070861	BILLING PERIOD Oct 1- Oct 31, 2018	PAYMENT DUE DATE November 20, 2018	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$264.86	
BILLING ACCOUNT NAME AND ADDRESS CANOPY CDD ATTN: STACIE VANDERBELT 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801-2435 		BILLING INQUIRIES/ADDRESS CHANGES 1-866-226-4167 or TALL@ccc.gannett.com	
		FEDERAL ID 16-0980985	
Terms and Conditions: Past due accounts are subject to interest at the rate of 12% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

0000183440000000000000000020708610002648615583

NOTE: Your account number has changed. Your old account number was 313019. Your new account number is 183440 and should be used for all future correspondence.

Date	Description	Amount
10/1/18	Balance Forward	\$162.64

Package Advertising:


Start-End Date	Package Description	PO Number	Package Cost
10/30/18-10/30/18	0003219165 NOTICE OF MEETING C		\$102.22

RECEIVED

NOV 13 2018

BY: _____

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

		ACCOUNT NAME Canopy Cdd		PAYMENT DUE DATE November 20, 2018		AMOUNT PAID
		ACCOUNT NUMBER 183440		INVOICE NUMBER 0002070861		
CURRENT DUE \$102.22	30 DAYS PAST DUE \$162.64	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$264.86
REMITTANCE ADDRESS (Include Account# & Invoice# on check) Tallahassee Media Group P.O. Box 677585 Dallas, TX 75267-7585			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date _____ CVV Code _____ Signature _____ Date _____			

0000183440000000000000000020708610002648615583

TALLAHASSEE DEMOCRAT

Tallahassee.com

A GANNETT COMPANY

Attn:
CANOPY CDD
135 W CENTRAL BLVD STE 320
ORLANDO, FL 32801

STATE OF FLORIDA COUNTY OF LEON:

Before the undersigned authority personally appeared , who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

10/30/18

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 30th of October 2018, by who is personally known to me.

Affiant

Notary

NOTICE OF MEETING CANOPY COMMUNITY DEVELOPMENT DISTRICT Audit Committee

The Canopy Community Development District Audit Committee will meet on Tuesday, November 6, 2018 at 11:00 AM at Dorothy B Owen Park, 3205 Thomasville Rd., Tallahassee, Florida 32308. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Darin Mossing
 District Manager
 Governmental Management Services – Central Florida, LLC
 PUBLICATION: 10/30/2018

0003219165-01